HHD-X07-CV89-4026240-S

MILO SHEFF, et al.	:	
	:	SUPERIOR COURT
Plaintiffs	:	COMPLEX LITIGATION
	:	DOCKET AT HARTFORD
v.	:	
	:	
WILLIAM A. O'NEILL, et al.	:	
	:	
Defendants	:	DECEMBER 13th, 2013

STIPULATION AND PROPOSED ORDER

WHEREAS, the above entitled action was initially filed by the Plaintiffs in 1989 against the named Defendants and various state officials; and

WHEREAS, the Connecticut Supreme Court on July 9, 1996, held that public school students in the City of Hartford attended schools that were racially, ethnically, and economically isolated in violation of the Connecticut Constitution, and urged the State to take prompt steps to seek to remedy the violation; and

WHEREAS, the Plaintiffs and Defendants entered into a Stipulation and Order dated January 22, 2003 (the "Phase I Stipulation"), which was approved by the General Assembly and became an Order of this Court as of March 12, 2003, and which set forth a program for voluntary interdistrict programs to lessen racial, ethnic, and economic isolation, and which expired by its terms on June 30, 2007; and

WHEREAS, the City of Hartford intervened in this action on January 4, 2007; and

WHEREAS, the Plaintiffs and Defendants entered into a Stipulation and Order dated April 4, 2008 ("Phase II Stipulation"), which was approved by the General Assembly and became an Order of this Court on June 11, 2008, and which set forth a continued plan to lessen racial, ethnic, and economic isolation through voluntary interdistrict program; and

WHEREAS, Section II.C.4 of the Phase II Stipulation authorized a one-year extension of the Agreement upon mutual agreement of the parties to achieve the compliance standards set forth therein; and

WHEREAS, the parties executed a one year extension agreement, dated April 30, 2013, to continue the Phase II Stipulation, as amended, through June 30, 2014 ("Stipulation Extension") to reduce racial, ethnic, and economic isolation for the Hartford resident minority students for the 2013-14 school year; and

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SUPERIOR COURT
HARTFORD J.D.
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WHEREAS, the Court approved the Stipulation Extension on April 30, 2013; and

WHEREAS, the parties are cognizant that efforts will need to continue beyond June 30, 2014 to further reduce racial, ethnic, and economic isolation for Hartford-resident minority students; and

WHEREAS, the parties have a mutual interest in reducing the racial, ethnic, and economic isolation of Hartford-resident minority students; and

WHEREAS, the parties agree that such reduction of racial, ethnic and economic isolation may be accomplished through various high quality school programs, including interdistrict magnet schools opportunities, the Open Choice program, charter school initiatives, state technical high schools and vocational agriculture programs, and other new and progressive initiatives; and

WHEREAS, this agreement represents a one year plan for reasonable progress in reducing racial, ethnic, and economic isolation for Hartford-resident minority students until June 30, 2015; and

WHEREAS, the parties do hereby knowingly and voluntarily enter into this Stipulation and agree to be bound thereby; and

NOW THEREFORE, the parties hereby stipulate and agree as follows:

I. Term

A. The Phase III term shall be from the date of execution of this Stipulation to June 30, 2015 and shall run concurrently with the Stipulation Extension through the Extension expiration on June 30, 2014. The Phase III term shall cover the 2014-15 school year, plus the term of any 2014 summer academy and relevant trimester system through June 30, 2015. If there is any conflict between or among any provision of the Phase II Stipulation, the Stipulation Extension and this Stipulation, including, but not limited to, Section II.B.2. and II.C.4. of the Phase II Stipulation and Part III. of the Stipulation Extension, the language of this Phase III Stipulation shall control.

II. Definitions

A. Voluntary Interdistrict Programs are the instruments employed under this Stipulation to reduce racial, ethnic, and economic isolation: including, but not limited to, Interdistrict Magnet Schools, State Technical Schools, Charter Schools, the Regional Vocational Agriculture Centers, Summer Academies, Lighthouse Schools, Select Schools and Open Choice. The new or expanded Voluntary

Interdistrict Programs agreed to for 2014-15 are set forth in Appendix A, attached hereto.

B. Interdistrict Magnet School refers to Hartford Host Magnet Schools, Suburban Host Magnet Schools, Regional Magnet Schools, and Incubator Magnet Schools.

1. Hartford Host Magnet Schools are those Interdistrict Magnet Schools that are governed and operated by the Hartford Public School System.

2. Suburban Host Magnet Schools are those Interdistrict Magnet Schools that are governed and operated by a school district within the Sheff Region other than Hartford, alone or with a third party.

3. Regional Magnet Schools are those host and regional Interdistrict Magnet Schools that may be operated by a third party or a consortium of school districts.

4. Incubator Magnet Schools are interdistrict programs established in temporary, transitional start-up space to begin the operation of a new interdistrict magnet school prior to the completion of construction or renovation of the permanent facility.

5. Existing Magnet Schools are those Interdistrict Magnet Schools that are in operation during the 2013-14 school year as set forth in Appendix B, attached hereto.

C. Charter School refers to local charter schools or state charter schools, as authorized by Conn. Gen. Stat. § 10-66aa, that are specifically intended to reduce racial, ethnic, and economic isolation pursuant to Conn. Gen. Stat. § 10-66bb(c).

D. State Technical School refers to certain regional vocational-technical schools that are established and maintained by the State in accordance with Conn. Gen. Stat. § 10-95, and such programs in such schools as designated by the State Department of Education.

E. Regional Vocational Agriculture Center refers to certain regional vocational agriculture schools that are established and maintained by local or regional boards of education in accordance with Conn. Gen. Stat. § 10-64.

F. Open Choice is a voluntary interdistrict transfer program that allows students to transfer between Hartford and the suburban school districts when such transfers contribute to the reduction of racial and ethnic isolation.

G. Summer Academies are multi-district cooperative summer programs that provide a diverse educational experience for Connecticut students during the summer months and whose purpose is the reduction of racial, ethnic, and economic isolation.

H. Lighthouse Schools refer to high quality schools or schools with the potential to become high quality schools designated for investment and initiatives designed to increase educational outcomes in priority school district schools serving neighborhood or city-wide student populations. The Lighthouse Schools initiative seeks to strengthen racial integration through natural changes to or stabilization of area residential patterns based upon the attractiveness of quality school investments and initiatives. Neighborhood enrollment patterns will not be altered with the designation of a Lighthouse School. Selection as a Lighthouse school is subject to a community-based process. All teaching personnel will remain Hartford Public School teachers. By agreeing to the inclusion of lighthouse schools as defined by this paragraph II.H. and the grace period set forth in Section III.A.7.c., plaintiffs do not acknowledge that these provisions are appropriate for any future agreement nor can they be used by parties as an admission in any future evidentiary or court proceeding except that the grace period set forth in Section III.A.7.c. for the proposed Lighthouse School shall survive expiration of this Phase III Stipulated Agreement.

I. Select Schools refer to interdistrict school programs with a specialized curriculum that enroll students who possess aptitude or talent in a specific area based on established pre-admission criteria, including, but not limited to standardized testing results.

J. Interdistrict Cooperative Programs are those multi-district cooperative part-time programs established in accordance with Conn. Gen. Stat. § 10-74d that provide a diverse educational experience for Connecticut students as set forth in Section III.A.7.i. and whose purpose is the reduction of racial, ethnic, and economic isolation.

K. Minority Students: For the purposes of this Stipulation, minority students shall mean those students who are Hispanic, and/or Native American, Asian, Alaska Native, Black or African American, Native Hawaiian or Other Pacific Islander. Minority students shall include those students who identify as two or more races, where one of the identified races includes at least one of the races enumerated in this Section II.K.

L. Sheff Region: As defined in the original complaint, the Sheff Region includes the school districts of Avon, Bloomfield, Canton, East Granby, East Hartford, East Windsor, Ellington, Farmington, Glastonbury, Granby, Hartford, Manchester,

Newington, Rocky Hill, Simsbury, South Windsor, Suffield, Vernon, West Hartford, Wethersfield, Windsor, and Windsor Locks. For purposes of meeting compliance requirements pursuant to this Stipulation, other school districts outside the Sheff Region and their resident students shall participate in Sheff-related school choice programming through the Regional School Choice Office and students attending such schools/programs shall be counted for purposes of compliance with this Stipulation.

M. Reduced-Isolation Setting refers to an educational setting with reduced racial, ethnic, and economic isolation.

1. A Voluntary Interdistrict Program, as identified herein, shall be deemed to provide a reduced-isolation setting if its enrollment is such that the percentage of enrolled students who identify themselves as any part Black/African American, or any part Hispanic, does not exceed 75% of the school's total enrollment.

2. A school that enrolls Hartford-resident minority students through the Open Choice program shall be deemed to provide a reduced-isolation setting.

III. Goals and Performance

A. Goals

1. The goal of this Stipulation is to increase the number of Hartford-resident minority students in reduced-isolation settings.

2. The goal of this Stipulation is attained if the percentage of Hartford-resident minority students in a reduced-isolation educational setting, as defined in Section II.M, above, is equal to or greater than 44%, except that if plaintiffs do not approve the proposed Lighthouse School authorized herein and in Appendix A, the goal shall be 43.5% for 2014-15.

3. The goal of this Stipulation is to be attained through implementation of the Voluntary Interdistrict Programs defined in Section II.A above and set forth in Appendices A and B.

4. The State shall provide the necessary resources to plan, develop, open, and operate the schools and programs set forth in Appendices A and B hereto, to achieve the goal identified in Section III.A.2 above.

5. Performance of the 2014-15 goal shall be calculated by dividing the number of Hartford-resident minority students in reduced-isolation

settings by the total number of Hartford-resident minority students.

6. Notwithstanding the Phase III Term specified in Section I.A., the grace periods set forth in Sections III.A.7.b.–d. below for inclusion of certain schools in the performance benchmark calculation shall survive the expiration of this Phase III Stipulated Agreement.

7. Goal Calculation:

   a. Performance for the 2014-15 goal shall be calculated using the October enrollment data for that year, which will be made available by the Defendants to the Plaintiffs and the City of Hartford on or before November 15, 2014.

   b. Except as set forth in paragraphs III.A.7.c. and III.A.7.d. below, Hartford-resident minority students who are enrolled in a Voluntary Interdistrict Program that does not provide a reduced-isolation setting will be included in the goal calculation during the term of this Stipulation only if (1) the school is operating pursuant to an approved Enrollment Management Plan as set forth in Section V.A., and (2) the enrollment of students who identify as any part Black/African American, or any part Hispanic, does not exceed 80%. Except as set forth in paragraphs III.A.7.c. and III.A.7.d. below, in no case shall any Voluntary Interdistrict Program be included within this exception for more than two years. This provision shall have no effect on the need for existing Voluntary Interdistrict Programs exclusive of those included in Appendix A to meet the reduced isolation standard as set forth in Section II.M. of this Phase III Stipulation.

   c. Hartford-resident minority students who are enrolled in the 9th grade High School, Inc., or the 9th or 10th grade at the Hartford Journalism and Media Academy, or the Lighthouse School authorized herein and referenced in Appendix A, will be included in the performance benchmark calculation in 2014-15 and for the next three school years thereafter (2015-16, 2016-17, 2017-18) so long as each such school is operating pursuant to an approved Enrollment Management Plan as set forth in Section V.A.

   d. Hartford-resident minority students who are enrolled in any grade at Hartford Breakthough II Magnet School, or the Dr. Joseph Renzulli Gifted and Talented Academy, will be included in the performance benchmark calculation for the 2014-15 school year so long as each

such school is operating pursuant to an approved Enrollment Management Plan as set forth in Section V.A.

e. The State shall seek to expand Open Choice by an additional 500 seats.

f. Connecticut Technical High School System: Howell Cheney Technical High School, E.C. Goodwin Technical High School, Vinal Technical High School and A.I. Prince Technical High School shall continue to participate in Sheff program options and offer placement opportunities to Hartford-resident minority students.

g. Summer Academies: For purposes of this Stipulation, Hartford-resident minority students enrolled in a Summer Academy, as defined in Section II.G, that provide a reduced isolation setting shall be included in the goal calculation set forth in Section III.A.

h. Select Schools: In addition to the other terms and conditions of this Stipulation, students eligible for admission to Dr. Joseph Renzulli Gifted and Talented Academy shall have been identified by their local school district as gifted and talented under Connecticut law. The State and its partners will develop an appropriate assignment plan(s) for any such select school(s).

i. Interdistrict Cooperative Programs: The performance goal calculation established in Section III.A.5. will be increased by up to three percentage points for Interdistrict Cooperative Programs, as follows: A credit of one percentage point shall be added for every 500 Hartford-resident minority students who participate in meaningful and substantial Interdistrict Cooperative Programs, up to a total of three percentage points. Such programs, to be considered meaningful and substantial, shall entail no less than 45 hours in duration, of which at least 30 hours must be face-to-face contact time. Time spent transporting students shall not be counted in the duration. A student who participates in a program of at least 90 hours in duration, of which at least 60 hours is face-to-face contact time, shall be counted as 1.5 students for the purpose of this calculation.

IV. Sheff Administration

A. The State shall continue to operate the Regional School Choice Office ("RSCO"), with its dedicated Director, to support the collaborative effort between the State and a group of stakeholders that support Sheff initiatives and programming to reduce racial, ethnic and economic isolation of Hartford-resident minority

students. Such efforts shall include an ongoing marketing, recruitment and outreach campaign, including maintenance of successful satellite parent information centers; appropriate data collection and analyses; implementation of common application and lottery processes; oversight of a coordinated transportation program; and administration of applicable grant programs.

B. The satellite offices contracted by RSCO and used for recruitment during the 2013-14 school year shall receive extensions on their contracts, as appropriate, and shall be staffed, trained and equipped to assist families to apply for opportunities offered through the Sheff choice programs. To the extent collected data and information does not support the continuation of one or more satellite sites beyond the 2013-14 school year, RSCO will discontinue such satellite offices and, within 90 days of the discontinuation, identify and support the addition of substitute or additional satellite sites in strategic locations, as appropriate, to support continued outreach to and recruitment of families in the Greater Hartford Region.

C. SDE staff, including the Commissioner of Education and the Chief Operating Officer, as necessary, will continue to contact and/or meet with any district's board of education, and/or superintendent, whose participation rate in Open Choice is, in SDE's view, substantially less than its capacity for participation, in order to strongly encourage greater participation.

D. SDE will continue to collect retention data on Open Choice and will consider the results of any comprehensive and detailed study of Open Choice for future implementation and improvement of the operation of Open Choice.

E. To the extent that Open Choice seats remain unfilled after the waitlist for Hartford Open Choice applicants is exhausted, Hartford-resident applicants currently on magnet school waitlists may be offered placement in an available Open Choice seat in the grade to which they applied, provided the applicant has not received a magnet placement offer prior to the date of the Open Choice offer.

F. SDE will continue its efforts to move the Parent Intake Center to a more accessible, permanent location. During this interim period, one of the satellite locations, to be opened 12 months per year, funded and staffed at least half-time by personnel knowledgeable in the application process, will serve as a primary parent information center to support the central Parent Intake Center at 165 Capitol Avenue, Hartford. SDE will consider plaintiffs' timely input as to the satellite site that shall serve as the primary satellite office.

G. SDE shall allocate a portion of the social and academic support grant to provide a professional development support program during the school year to those

districts accepting Open Choice students. Professional development opportunities provided pursuant to this paragraph shall be open to all districts within the region covered by this Stipulation that participate in the reduction of the racial, ethnic and economic isolation of Hartford-resident minority students.

H. SDE staff, including the Commissioner of Education and the Chief Operating Officer, will continue to contact and/or meet with any district's board of education, and/or superintendent, whose participation rate in Open Choice is, in SDE's view, substantially less than its capacity for participation, in order to strongly encourage greater participation.

V. Accountability

A. Enrollment Management Plans

1. By October 1, 2014, any Voluntary Interdistrict Program in which more than 75% of its student enrollment has identified itself as any part Black/African American, or any part Hispanic, must be operating pursuant to an Enrollment Management Plan, as approved by the State Department of Education. In accordance with the waiver provisions of Conn. Gen. Stat. § 10-264*l*(b) and specifically incorporating Part IV of the 2008 Sheff v. O'Neill Phase II Stipulation and Order as if fully set forth here, the State may continue to award operating grants to such programs that contribute to the goals set forth in this Stipulation upon proper application, for good cause, and provided the school at issue is operating under a State approved Enrollment Management Plan that demonstrates compliance with the reduced isolation standard set forth herein within an agreed upon compliance period. The Enrollment Management Plans submitted pursuant to this Section V.A shall be updated on an annual basis and subject to review and approval by the RSCO Director during the term of the waiver period.

2. Based on preliminary analyses of October 1 enrollment data, Enrollment Management Plans ("EMP") for those schools that SDE anticipates may be in non-compliance with the desegregation standard for the 2014-2015 school year shall be submitted to SDE no later than October 15, 2014.

3. On or before October 25, 2014, the SDE shall provide the plaintiffs' representative with copies of the EMP for those schools in non-compliance with the desegregation standard for the 2014-15 school year. The plaintiffs' representative may provide written, non-binding comments within 5 business days of receipt of the EMP document and prior to SDE approval.

4. The State is responsible for overseeing the development, implementation, and effectiveness of each Enrollment Management Plan. The Enrollment Management Plan shall be directed toward compliance with the reduced isolation standard within the period specified in such Plan as agreed upon by the Plaintiffs and the State.

B. Marketing

1. SDE shall coordinate a uniform marketing initiative with Hartford Public Schools ("HPS") and the Capitol Region Education Council ("CREC") to recruit and communicate school choice opportunities to potential applicants in the Sheff Region and ensure compliance with this Phase III Stipulation. SDE will direct HPS and CREC to focus marketing efforts to strategic markets based on available grade configuration and target populations. SDE shall collaborate with the plaintiffs' representative, HPS and CREC on developing and implementing effective marketing strategies within the recruitment period for the RSCO Lottery. The State agrees to consult with its marketing contractor and give marketing emphasis to those magnet schools it determines are noncompliant or which it reasonably considers to be at risk of noncompliance.

2. The plaintiffs' representative shall have administrative access to the ongoing applicant pool data, by school, through the RSCO application database during the time period of the application cycle.

C. Reporting, Consulting, and Adjusting

1. The parties agree to meet no less than four times per school year, to assess progress in the implementation of the terms of this Stipulation.

   a. Ten business days prior to each quarterly meeting, the State will provide the parties with a written report on the progress toward implementing the terms of this Phase III Stipulation. The written report shall include, but not be limited to, budgeting projections not previously disclosed to plaintiffs' counsel, relevant updates, and a description of any obstacles the State has identified to achievement of the Phase III goals.

2. SDE shall provide the parties with a report on the academic performance of HPS students and non-HPS students participating in Voluntary Interdistrict Programs outlined in this Phase III Stipulation, no later than September 1, 2014.

3. There shall be status conferences with the Court twice per year during the Phase III term scheduled jointly by the parties.

4. The Regional School Choice Office shall include one representative of the Plaintiffs funded by the State at an amount equal to 75% of the representative's annual salary, up to a maximum of $50,000 per year. The representative shall participate in the planning and implementation by RSCO of the activities authorized by this Stipulation and perform duties as specified in the Personal Service Agreement, but shall not have any decision-making authority or veto power over decisions made by the Regional School Choice Office. The representative and the RSCO director shall work together to develop the representative's plan of work and the representative shall make himself or herself available in the RSCO Office for such assignments and meetings as planned. Taking into account the status of the representative as a part-time consultant, such agreement may include a requirement for the representative to participate in RSCO or RSCO-related off-site activities for a minimum number of hours per week.

5. The State shall timely provide information and data that may be reasonably requested by the Plaintiffs or Hartford, and relevant State employees shall be made reasonably available to Plaintiffs or Hartford for discussions and interviews. Plaintiffs or Hartford may request relevant data and information, in forms and formats suitable for monitoring purposes, through the Department of Education Division of Legal Affairs.

6. The State shall grant expert(s) retained by the Plaintiffs reasonable access, through requests to the Department of Education Division of Legal Affairs, to any State Department of Education staff member and to non-privileged documents, and agree to make available information about students whose assignments are as a result of this Stipulation, provided such information does not violate any privacy right of any such student. The Plaintiffs will monitor implementation of this Stipulation for the purpose of contributing to the effectiveness of the State's efforts. The State shall reimburse the Plaintiffs annually for the costs of monitoring implementation and compliance with this Stipulation, up to a maximum of $7,500 per year.

7. Plaintiffs will provide the State and Hartford copies of Plaintiffs' monitoring findings and recommendations, and will make Plaintiffs' counsel or other representatives available to the State and Hartford to discuss such reports on request. Plaintiffs' monitoring recommendations shall be given due consideration by the State for implementation.

D. Material Breach and Enforcement

1. Only the following shall be considered events of material breach:

   a. Significant failure to meet the performance goal defined in Section III.A.2. A "significant failure" shall be deemed to have occurred if performance of the goal, as set forth in Section III.A.2. of this Stipulation, falls short by more than one percentage point of the goal standard.

   b. Failure to meet the requirements of Section V.A. of this Stipulation.

2. It shall not constitute a material breach of this Stipulation if any of the new programs or program expansions set forth in Appendix A are not implemented in 2014-15 due to the failure to enact any necessary legislation, or any other reason, provided the performance goal set forth in Section III.A.2. is attained.

3. Each material breach listed in Section V.D.1 of this Stipulation shall be enforceable by the Plaintiffs in court.

   a. For a material breach as identified in Section V.D.1.a., Plaintiffs may initiate court action on the date the material breach occurs or becomes known. The enforcement action may proceed with no cure period on the date that October enrollment data for the school year becomes available, which in no event shall be later than November 15, 2014.

   b. For a material breach as identified in Section V.D.1.b., Plaintiffs may initiate court action only after providing written notice of the alleged breach to Defendants and allowing Defendants, without penalty, an additional thirty days to cure the alleged violation.

4. Beginning in January of 2014, the parties shall meet to negotiate a Phase IV Stipulation, for the purposes of trying to achieve a Phase IV Stipulation on or after November 15, 2014. By February 1, 2014 the parties shall identify a tentative schedule and agenda that the parties shall seek to follow for purposes of planning, conducting, and completing negotiations before November 15, 2014. In the event the parties are unable to reach agreement on a Phase IV Stipulation by December 1, 2014, Plaintiffs reserve the right to seek judicial relief to enforce the mandates of the Supreme Court decision for the period subsequent to the period covered by this Phase III Stipulation.

VI. Adoption of Phase III Stipulation and Proposed Order

A. The procedure for adoption of the Phase III Stipulation and Proposed Order shall be as follows: After the document is signed by counsel for Plaintiffs, the Attorney General shall submit it to the General Assembly within ten (10) days of the commencement of the 2014 regular session pursuant to Conn. Gen. Stat. § 3-125a. Unless this Phase III Stipulation and Proposed Order is approved (or not disapproved) by the General Assembly in its entirety, without modification or addition, it shall be null and void. If this Phase III Stipulation and Proposed Order is approved or deemed approved by the General Assembly, the parties shall submit the Phase III Stipulation and Proposed Order to the Court for entry as a court order at the earliest possible time.

B. In the event the Connecticut General Assembly does not: (1) approve the currently anticipated Sheff-related funding as needed to implement the plan set forth in Appendices A and B, and SDE cannot make up the shortfall with other funding; or (2) approve Sheff-related legislation recommended for adoption by SDE or submitted by administration to the Appropriations and Bonding Committees, which in SDE's assessment (which assessment must be reasonable), to be reflected in a timely communication to plaintiffs, will substantially impair SDE's ability to comply with the Phase III Stipulation, plaintiffs reserve the right to seek further relief from the Court upon receipt of such information.

PLAINTIFFS
MILO SHEFF, ET AL.

By: Martha Stone Date: 12/13/13

Martha Stone
Center for Children's Advocacy
University of Connecticut School of Law
65 Elizabeth Street, Hartford, CT 06105

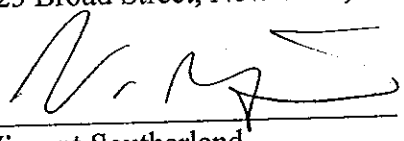
Date: 12/13/2013

Wesley W. Horton
Horton, Shields & Knox, P.C.
90 Gillett Street, Hartford, CT 06105

Date: 12/13/2013

Dennis D. Parker
American Civil Liberties Union

125 Broad Street, New York, NY 10004



Date: 12/13/13

Vincent Southerland
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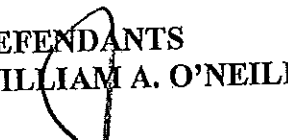
DEFENDANTS
WILLIAM A. O'NEILL, ET AL.

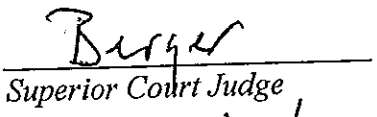
By:  Date: 12/13/13

George Jepsen, Attorney General
State of Connecticut
55 Elm Street, Hartford, CT 06106

INTERVENORS
CITY OF HARTFORD

By: _____ Date: _____

APPROVED:



Superior Court Judge

DATE: 12/13/13

125 Broad Street, New York, NY 10004

_____ Date: _____

Vincent Southerland
Leticia Smith-Evans
NAACP Legal Defense & Educational Fund, Inc.
40 Rector Street, Fifth Floor
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DEFENDANTS
WILLIAM A. O'NEILL, ET AL.

By: _____ Date: _____

George Jepsen, Attorney General
State of Connecticut
55 Elm Street, Hartford, CT 06106

INTERVENORS
CITY OF HARTFORD

By: _____ Date: 12/13/2013

APPROVED:

Berger
Superior Court Judge

DATE: 12/13/13

SO ORDERED:

_____

Superior Court Judge

DATE: _____

APPENDIX A TO SHEFF PHASE III STIPULATION

Program Development/Expansion	Grace Period	2014-15 Projected Total Number of Participating New Students	2014-15 Projected Total Number of Participating Hartford Students
Reenroll Hartford Students in CREC PT Magnets			
GHAA - 50 Hartford Students (PT)		50	50
GHMAS - 50 Hartford (PT)		50	50
New Magnets/Expansions/Other			
Goodwin/HPS Senior Academy (PT)	2 years per current agreement (20% minimum compliance)	80	50
High School Inc. - Single Grade Magnet at 9th grade	4 years with no prerequisite	80	40
Journalism (9th grade - 100 students; 10th grade expansion - 100 students)	4 years with no prerequisite	200	100
College Academy - Partnership with Capital Comm. for 11th and 12th grades	2 years per current agreement (20% minimum compliance)	60	30
Erdkinder Expansion at Annie Fisher Montessori - 7th/8th grade	2 years per current agreement (20% minimum compliance)	30	15
Breakthrough II	1 year with no prerequisite		
Lighthouse School*	4 years with no prerequisite	TBD	250
Renzulli - 10 Suburban OC	1 year with no prerequisite	67	57
Summer Immersion Montessori Academy - 30 Hartford Students	2 years per current agreement (20% minimum compliance)	30	15
Total Estimated Additional Seats			657

* For purposes of compliance, the state may count the greater of half of the total enrollment of the school or 250 Hartford-resident minority students during the 4 year grace period.; funding of $750,000 for each of three years provided appropriate plan as determined by the State in place for each year

Required Legislation

- Section 3-125a approval for Stipulation and Order
- Definitional change for magnet school compliance under Section 10-264l
- Funding authority for Renzulli, Goodwin College Senior Academy (trimester structure), and the Lighthouse School proposal

APPENDIX B TO SHEFF PHASE III STIPULATION

Existing Capacity - 2014-15 expanded capacity projections for Hartford-resident seats for each existing magnet school in the Sheff portfolio of schools based on current services projections. Seat estimates are based on current services projections and may change at the time seat declarations are provided to RSCO.

School	Location/Operator	Grades	Theme	2014-15 Projected Enrollment	2014-15 Projected Hartford Enrollment	2013-14 Hartford Enrollment	2014-15 Projected New Hartford Seats (Current Services)
CREC							
Academy of Aerospace and Engineering	Bloomfield	6th – 12th	Math and Science	600	235	235	0
Academy of Aerospace and Engineering	Bloomfield	PK3 – 5th; PK3-1 for 2014-15	Math and Science	280	140	110	30
Discovery Academy	Hartford (temporary location)	PK3 – 5th; PK3-3 for 2014-15	STEM	350	113	91	22
Glastonbury East Hartford Magnet School	Glastonbury	PK3 – 5th	Science, technology, global studies	445	95	87	8
Greater Hartford Academy of Math and Science – F/T	Hartford	9th – 12th	Math and Science	250	9	9	0
Greater Hartford Academy of the Arts Elem/Middle	Hartford	PK3 – 8th; PK3-2 and 6-8 for 2014-15	Performing Arts	570	200	200	0
Greater Hartford Academy of the Arts F/T/PT	Hartford	9th – 12th	Performing Arts	880	130	126	4
International Magnet School for Global Citizenship	East Hartford	PK3 – 5th	International Studies	373	153	140	13
Medical Professions and Teacher Preparation Academy	Windsor (temporary location) New Britain (permanent location)	Prek-6th – 12th	Medicine and Education	550	138	107	31
Metropolitan Learning Center	Bloomfield	6th – 12th	International Studies	740	165	163	2
Montessori Magnet School	Hartford	PK3 – 6th	Montessori	350	140	141	-1

School	Location/Operator	Grades	Theme	2014-15 Projected Enrollment	2014-15 Projected Hartford Enrollment	2013-14 Hartford Enrollment	2014-15 Projected New Hartford Seats (Current Services)
Museum Academy	Bloomfield	Pk3 – 5th	Museum-based Studies	430	190	178	12
Public Safety Academy	Enfield	6th – 12th	Public Service	550	210	172	38
Reggio Emilia Early Childhood Academy of Art & Science	Avon	Pk3 – 5th	Arts and Science; converting to International	450	200	188	12
Two Rivers Magnet High	Hartford	9th – 12th; 9th-11th for 2014-15	Environmental Science	220	50	50	0
Two Rivers Middle	East Hartford	6th – 8th	Environmental Science	680	105	105	0
University of Hartford Magnet	UHart, Hartford	Pk3 – 5th	Multiple Intelligences	450	170	170	0
Total Estimated GREC Seats							171
Goodwin College							
Connecticut River Academy	East Hartford	9th – 12th	Environmental Science	440	201	145	56
Early Childhood	East Hartford	Pk3 - K	Early Childhood	300	120	98	32
Total Estimated Goodwin Seats							88
Hartford							
Betances STEM	Hartford	4th – 8th	STEM	300	150	100	50
Breakthrough Magnet School	Hartford	Pk3 – 8th	Character	370	176	169	7
Capital Prep	Hartford	Pk3 – 12th	Gifted and Talented (elementary grades), Social Justice	705	306	303	3
Classical	Hartford	6th – 12th	Classical Studies	780	345	323	22
Great Path Academy at MCC	Manchester	9th – 12th	Middle College	287	92	92	0
Hartford Magnet Trinity College Academy	Hartford	6th – 12th	Arts and Science	1104	552	481	71
Kinsella Arts Magnet	Hartford	Pk3 – 12th	Performing Arts	1010	485	367	118
Mary Hooker Environmental Studies	Hartford	Pk3 – 8th	Environmental Science	610	270	294	24

School	Location/Operator	Grades	Theme	2014-15 Projected Enrollment	2014-15 Projected Hartford Enrollment	2013-14 Hartford Enrollment	2014-15 Projected New Hartford Seats (Current Services)
Montessori Magnet at Annie Fisher	Hartford	Pk3 - 6th	Montessori	335	158	143	15
Montessori Magnet at Moylan	Hartford	Pk3 - 6th; Pk3 - Pk4 in 2014-15	Montessori	215	107	89	18
Noah Webster	Hartford	Pk3 - 8th	Microsociety	700	350	326	24
Pathways to Technology	Hartford (temporary location) East Hartford (Permanent location)	9th - 12th	Technology	380	190	157	33
PreK Magnet	Hartford	Pk3 - Pk4	Early Childhood	350	180	95	85
Sports and Medical Sciences Academy	Hartford	6th - 12th	Sports and Medical Science	747	356	356	0
STEM at Annie Fisher	Hartford	K - 8th	STEM	369	159	159	0
University High School for Science and Engineering	Hartford	9th - 12th	Science and Engineering	441	211	212	1
Total Estimated Hartford Seats							421
Bloomfield							
Global Experience Magnet	Bloomfield	6th - 12th	Global Studies	225	40	40	0
Wintonbury Early Childhood	Bloomfield	Pk3 - K	Early Childhood	325	53	53	0
Total Estimated Bloomfield Seats							0
East Hartford							
CIBA	East Hartford	9th - 12th	International Baccalaureate	202	60	44	16
Total Estimated East Hartford Seats							16
Total Estimated Seats				18,363	7,004	6,318	696