

HHD-X07-CV89-4026240-S

MILO SHEFF, et al.	:	
	:	SUPERIOR COURT
<i>Plaintiffs</i>	:	COMPLEX LITIGATION
	:	DOCKET AT HARTFORD
v.	:	
	:	
WILLIAM A. O'NEILL, et al.	:	
	:	
<i>Defendants</i>	:	January 10, 2020

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 programs; 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 ("Phase II Stipulation Extension") to achieve the compliance standards of the Phase II Stipulation for the 2013-14 school year; and

WHEREAS, the Plaintiffs and Defendants entered into a Stipulation dated December 13, 2013 ("Phase III Stipulation"), which the Court approved on the same day, and which set forth a one-year plan for reasonable progress in reducing racial, ethnic, and economic isolation for Hartford-resident minority students through June 30, 2015; and

WHEREAS, the parties executed a one-year extension agreement, dated February 23, 2015, to continue the Phase III Stipulation through June 30, 2016 ("Phase III Stipulation Extension"), and a second one-year extension, dated June 10, 2016, to continue the Phase III Stipulation through June

30, 2017 (“Phase III Stipulation Second Extension”), to continue the progress achieved in the Phase III Stipulation for two additional one-year periods; and

WHEREAS, the Court entered a further order on August 7, 2017 directing the parties to adhere to certain portions of the Phase III Stipulation; and

WHEREAS, Defendants have committed substantial operating and capital resources to reducing the racial, ethnic and economic isolation of Hartford-resident minority students; and

WHEREAS, the parties have made progress in reducing the racial, ethnic and economic isolation of Hartford-resident minority students as a result of their financial and programmatic commitments; and

WHEREAS, the City of Hartford and Hartford Public Schools (“HPS”) have also committed substantial resources to reducing the racial, ethnic, and economic isolation of Hartford-resident students and their ongoing commitment has significantly contributed to the progress in reducing said isolation; and

WHEREAS, Plaintiffs’ advocacy on behalf of Hartford-resident minority students continues to advance opportunities on behalf of such students and further efforts to create a sustainable education system in reduced isolation settings; and

WHEREAS, the parties are cognizant that their efforts will need to continue 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 school opportunities, the Open Choice program, state technical high schools and vocational agriculture programs, and other new and progressive initiatives; and

WHEREAS, this agreement represents reasonable measures to reduce racial, ethnic, and economic isolation for Hartford-resident minority students; and

WHEREAS, the parties agree to move towards a final agreement in compliance with the Supreme Court’s 1996 decision and the State and Federal Constitutions and addressing the goals noted herein in Section XIII, that will result in the conclusion of court jurisdiction over this matter; 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:** The terms and conditions set forth in this Phase IV Stipulation shall apply for the period from the date of execution of this Agreement through June 30, 2022, as the first phase of the

new agreement between the parties unless otherwise specified herein.

II. Controlling Goals of this Phase IV Stipulation

- A. The parties are committed to addressing the Connecticut Supreme Court’s decision in the *Sheff v. O’Neill* case, which held that students in the Hartford public schools were racially, ethnically and economically isolated in violation of the state Constitution. The fundamental goal of this Stipulation is to advance the state’s compelling state interest in the racial, ethnic, and economic desegregation of schools in the *Sheff* Region, as measured after the completion of the student assignment and enrollment process, and in compliance with the State and Federal Constitutions. The parties to this Stipulation explicitly acknowledge the following:
1. One means for furthering these goals is to offer Hartford-resident minority students the opportunity to attend *Sheff* Interdistrict Magnet Schools and *Sheff* Connecticut Technical Education and Career System Schools (“CTECS”) (specifically including A.I. Prince Technical High School, E.C. Goodwin Technical High School and Howell Cheney Technical High School) wherein the student populations meet the “reduced isolation standard” or, hereinafter, the desegregation goal established in the August 7, 2017 Superior Court ruling in the *Sheff v. O’Neill* case, and the parties agree to continue to seek to achieve and maintain that goal, along with the other goals described herein, through the methods and approaches described herein, without ever considering the race or ethnicity of any individual student in making any student assignment decisions;
 2. The parties agree to a goal of enrolling 47.5 percent Hartford-resident minority students attending *Sheff* Voluntary Interdistrict Program schools that meet the desegregation goal in Number 1 above, an interdistrict cooperative program, or an Open Choice school for the 2021–22 school year; and
 3. Notwithstanding Number 1 and 2 above, nothing in this Stipulation calls for, provides for, or intends to impose or establish any racial quota or negative consequences for any school, school operator, or the State Department of Education (“SDE”) for failure to meet the desegregation and enrollment goals in Numbers 1 and 2 above. The prior sentence is not intended to limit the court’s ability to enforce the *Sheff v. O’Neill* Supreme Court decision or the terms of this Stipulation in a manner consistent with the Federal and State Constitutions.

III. Definitions

- A. **Socioeconomic Diversity Goal:** Using the Socioeconomic Status (“SES”) tiers set out below (i.e., Tier A, Tier B, and Tier C) based on multiple socioeconomic factors, the goal of the Student Assignment Plan and lottery protocols set forth in this Agreement shall be to enroll applicants to *Sheff* Interdistrict Magnet Schools and the *Sheff* CTECS schools to maximize SES diversity, up to a maximum of 60% from Tier A and a minimum of 30% from Tier C for incoming enrollments for each school during the term of the Stipulation.
1. **Tier A:** Tier A shall be established based on the factors sets forth in Section XII herein as a low socioeconomic designation for purposes of the Student Assignment

Plan.

2. **Tier B:** Tier B shall be established based on the factors set forth in Section XII herein as a medium socioeconomic designation for purposes of the Student Assignment Plan.
 3. **Tier C:** Tier C shall be established based on the factors set forth in Section XII herein as a high socioeconomic designation for purposes of the Student Assignment Plan.
- B. *Sheff* Voluntary Interdistrict Programs are the instruments employed under this Stipulation to maximize racial, ethnic, and economic diversity, including, but not limited to, Interdistrict Magnet Schools, CTECS Schools, the Regional Agricultural Science and Technology Education Centers, and Open Choice.
- C. Interdistrict Magnet Schools refer to Hartford Host Magnet Schools, Suburban Host Magnet Schools, and Regional Magnet Schools.
1. Hartford Host Magnet Schools are those Interdistrict Magnet Schools that are governed and operated by the Hartford Public School (“HPS”) 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. Existing Magnet Schools are those Interdistrict Magnet Schools that are in operation during the 2019-20 school year as set forth in Appendix A, attached hereto.
- D. CTECS Schools 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 SDE or CTECS.
- E. Regional Agricultural Science and Technology Center refers to certain regional agricultural science and technology 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 maximizing racial, ethnic, and economic diversity.
- G. 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. Such programs should entail at least 45 hours in duration, of which at least 30 hours should be face-to-face contact time. Time spent transporting students shall not be counted in the duration. For purposes of the goal in Section

II.A.2, one percentage point shall be added to for every 500 Hartford-resident minority students who participate in Interdistrict Cooperative Programs, up to a total of three percentage points. 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 such goal.

- H. 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. Hartford-resident minority students attending Open Choice schools within the region or in other municipalities shall be deemed to be attending schools that meet the goals of Section II.A above.
- I. For purposes of *Sheff* Voluntary Interdistrict Program schools whose funding is subject to Conn. Gen. Stat. §10-264I or related statutes, “reduced isolation setting” is defined as a school or program with an incoming enrollment that satisfies the Socioeconomic Diversity Goal for Tier A, as set forth in Section III.A above.
- J. “Reduced isolation student” for purposes of this Stipulation is defined pursuant to the August 7, 2017 Superior Court decision in *Sheff v. O’Neill*.
- K. Plaintiffs’ Representative: The Regional School Choice Office (“RSCO”) shall continue to allow a Plaintiffs’ Representative to participate in the planning and implementation by RSCO of the activities authorized by this Stipulation. The Plaintiffs’ Representative shall not have any decision-making authority or veto power over decisions made by SDE. The Plaintiffs’ Representative shall have administrative access to the ongoing applicant pool data, by school, and other RSCO Management Reports, through the RSCO application database during the period of this Stipulation, subject to SDE suppression policies and confidentiality requirements under state and federal laws. The SDE shall issue a payment to the NAACP Legal Defense & Education Fund, Inc. (“LDF”) in an amount equal to \$40,000 in full and final payment of Defendants’ obligations for all services performed by the Plaintiffs’ Representative.
- L. Monitoring and Informational Meeting: The parties agree to meet once in May or June of 2020 to assess progress in the implementation of the terms of this Stipulation including, to the extent available, lottery recruitment and marketing, the preliminary results of the Student Assignment Plan, and other relevant information. The parties shall make all reasonable efforts to work together at that meeting to address any concerns and adopt any mutually agreed upon recommendations regarding the implementation of this Stipulation in a manner that is consistent with the goals of this Stipulation, the *Sheff v. O’Neill* decisions, and the Federal and State Constitutions.
- M. 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, at the discretion of the SDE, 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.

IV. Administration of the Regional School Choice Office

- A. The SDE will continue to operate RSCO to coordinate all *Sheff*-related school choice options, serve as a single information portal for families seeking a school choice opportunity, and to support and coordinate marketing, recruitment, transportation and information services across interdistrict programs. Among other goals, RSCO shall also consider efforts to: (i) reduce the disparities between Hartford neighborhood schools and the *Sheff* Interdistrict Magnet schools in the numbers of students in English Learner programs and the number of students requiring special education services; and (ii) provide recognition for families that participate in RSCO lotteries over several years without obtaining an offer.
- B. SDE will continue its efforts to move the Parent Information Center (PIC) to a more accessible, permanent location, including, but not limited to, the following:
1. During the period the PIC remains located at 450 Columbus Boulevard in Hartford, the Hartford Public Library, which is open 12 months per year, will serve as a primary parent information center to support the central PIC, and will be funded and staffed at least half-time (including on evenings and weekends) by personnel knowledgeable in the RSCO application process.
 2. SDE will review, develop a plan, and deploy representatives from the PIC to Hartford Public Schools Welcome Center, the satellite offices, and the Hartford Public Library at designated, publicized times, on a regular basis to provide additional access to RSCO support during the period the PIC remains located at 450 Columbus Boulevard.
 3. SDE will continue to coordinate with the Hartford Board of Education on relocating the PIC to available space in Bulkeley High School as soon as practicable, with an estimated opening in 2022-23.
 4. For visitors to the PIC at 450 Columbus Boulevard, SDE will continue take reasonable steps to remove barriers to access for visitors, including, but not limited to efforts to secure two to three visitor parking spots. SDE will add approved signage to highlight the location of the PIC at 450 Columbus Boulevard and the satellite location at the Hartford Public Library as soon as practicable after execution of this agreement, with an estimated completion date for signage plans on or around January 31, 2020.
 5. SDE will continue its efforts to restock all of the satellite offices and applicable Welcome Centers with a supply of current RSCO explanatory materials on a regular basis as needed. RSCO will seek to maintain its affiliation with the satellite offices, as appropriate, to support its outreach to families in the Hartford Region and shall provide training to such satellites for these purposes.
 6. SDE will designate a marketing contact to manage the outreach initiatives set forth in this Section IV and serve as a point of contact regarding marketing opportunities and materials.

V. Data Transparency and Reporting Related to Hartford Student Performance and Growth, and Diversity at *Sheff* Voluntary Interdistrict Programs:

- A. Any data provided related to this Stipulation to any party, workgroup, or committee shall be subject to SDE suppression rules, and any other applicable federal or state law related to student data and privacy.
- B. On or before January 10th of each year, SDE shall make public and provide Plaintiffs and Hartford with (1) academic achievement and growth (performance) reports for each *Sheff* Interdistrict Magnet School and Open Choice School with non-personally identifiable data that is disaggregated to show Hartford student performance based on quantifiable and available data; and (2) the racial demographics of educators at each choice school. Beginning in November of 2021, the SDE shall also make public and provide Plaintiffs and Hartford annual reports disaggregating Hartford resident students on such measures as enrollments, attendance, graduation rates of students, and discipline rates and all measures provided will be disaggregated by race and ethnicity, SES, English Learner status, and special education eligibility.
- C. SDE shall make the academic achievement and growth (performance) monitoring reports for *Sheff* Interdistrict Magnet Schools and Open Choice programs publicly available to inform families.
- D. On or before November 1 of each school year, each operator of a *Sheff* Interdistrict Magnet School, participating *Sheff* CTECS Schools (A.I. Prince Technical High School, Howell Cheney technical High School and E.C. Goodwin Technical High School), Vinal Technical High School, participating Regional Agricultural Science and Technology Education Centers, or Open Choice Schools enrolling non-resident students, shall calculate the percentage of reduced isolation students enrolled in the school based on the October 1 enrollment data for that school year and report the information by school to the RSCO Office. The RSCO Office will verify the data provided by the operators and report the same, along with the socioeconomic diversity of the incoming enrollments for each such school, to Plaintiffs, the City of Hartford (“Hartford”), and the Advisory Committee, as defined herein, on or before December 1 of each school year. For each Interdistrict Magnet School and *Sheff* CTECS School, the data shall include the numbers and percentage of Hartford-resident students enrolled in the school, the numbers and percentage of enrolled students by socioeconomic grouping for the incoming enrollments for each school, and the numbers and percentage of reduced isolation students enrolled in the school.

VI. Restructuring and Supports for the *Sheff* Interdistrict Magnet Schools

- A. No later than January 31, 2020, the SDE will solicit applications from magnet operators to be awarded access to a total of \$1,100,000 of funding for fiscal year 2020 to support the Operators’ action plans for reformulation of specific Interdistrict Magnet Schools through a grant application process. Grants shall be awarded on or before March 30, 2020.
 - 1. Reformulation options may include, but are not limited to, replicating high demand themes and instructional models, partnering with other educational

entities/businesses, modifying curriculum/educational programming, technical support, and other appropriate measures.

2. Grant applications, in a form determined by RSCO, must be submitted by a date specified by RSCO and RSCO will consider recommendations from the *Sheff* Magnet Working Group in making its selections. Priority will be given to the following schools: Classical Magnet School; Capitol Preparatory Magnet School; Betances STEM Magnet School; R.J. Kinsella Magnet School of the Performing Arts; Hartford Magnet Trinity College; Webster Micro Society Magnet School; Breakthrough Magnet, South; Civic Leadership High School; Greater Hartford Academy of the Arts Magnet Middle; Metropolitan Learning Center for Global & International Studies; Two Rivers Magnet School; Riverside Magnet School, Global Experience Magnet School and/or Connecticut River Academy.
- B. In the 2019-2020 lottery, and within available appropriations thereafter, and phased in during the terms of this Stipulation, the SDE will support *Sheff* Interdistrict Magnet School operators filling available seats up to the aggregate fiscal caps as quickly as possible, where such seats may be filled compliant with the SES parameters identified herein. SDE shall provide guidance to operators to balance various practical considerations, including but not limited to number of teaching staff and building capacity, to allow those additional seats within fiscal caps to be phased in. This will provide the opportunity for an estimated 350 additional Hartford-resident students and up to an additional 350 suburban students to consider *Sheff* Interdistrict Magnet schools. SDE will include the anticipated magnet grant funding required to maintain the current aggregate fiscal caps in its biannual budget submission covering fiscal year 2022 and fiscal year 2023. Any appropriations required to support this will be subject to approval by the General Assembly.
- C. RSCO confirms and continues its goal of enabling students in *Sheff* Voluntary Interdistrict Programs to remain enrolled in *Sheff* Voluntary Interdistrict Programs throughout their K-12 education to the extent students choose to do so and meet the eligibility requirements for each transition grade, including, for example, eligibility based on residency and grade level.
- D. The SDE shall authorize the Capitol Region Education Council (CREC) to increase the enrollment at the Academy of Aerospace and Engineering (Aerospace) as detailed below, in response to their request for increased seat capacity at that location. Prior to implementing this expansion, CREC will provide SDE with an updated operations plan, which shall include all relevant details for implementing this increased enrollment.
1. For school year 2020-2021, Aerospace may add up to 40 students to its Pre-K program, of which 50% of the seats will be allocated for Hartford resident students. These seats will be dispersed to Pre-K3 and Pre-K4 to allow for controlled expansion by no more than a single classroom per grade as the new students move up through the program.
 2. For school year 2021-2022, Aerospace may add up to 22 students to its Pre-K program, of which 50% of the seats will be allocated for Hartford resident students.
 3. SDE will include the anticipated magnet grant funding required to make payment of the per-pupil increased enrollment in this section in its biannual budget

submission covering fiscal year 2022 and fiscal year 2023. The submission will anticipate, where determined by the SDE to be consistent with educational policy, an increase in the Pre-K class by 22 students for each year of that budget submission. Any appropriations required to support this expansion will be subject to approval of the Connecticut General Assembly.

E. The SDE shall authorize LEARN and Goodwin College to increase the enrollment at Riverside Magnet School (Riverside) as detailed below, in response to their request to add grades six, seven and eight to that program. Prior to implementing this expansion, LEARN will provide SDE with an updated operations plan, which shall include all relevant details for implementing this increased enrollment.

1. For school year 2020-2021, Riverside may offer all of its currently enrolled 5th grade students the opportunity to remain enrolled at Riverside for 6th grade. If fewer than 50 of the existing Riverside students elect to transition to the 6th grade, Riverside may fill seats in the 6th grade up to a maximum of 50 seats, of which 50% shall be allocated for Hartford resident students.
2. For school year 2021-2022, Riverside may continue enrolling its currently enrolled students up from 5th grade into 6th grade, and from 6th grade into 7th grade. If fewer than 50 of the existing Riverside middle grade students in each grade elect to transition to the next grade level at Riverside, Riverside may fill seats in the 6th and 7th grades up to a maximum of 50 seats per grade, of which 50% shall be allocated for Hartford resident students.
3. SDE will include the anticipated magnet grant funding required to make payment of the per-pupil increased enrollment in this section in its biannual budget submission covering fiscal year 2022 and fiscal year 2023. The submission will anticipate, where determined by SDE to be consistent with educational policy, an expansion to complete the pathway between Riverside and the Connecticut River Academy, up to a maximum of 150 students for 6th, 7th, and 8th grades through fiscal year 2023. Any appropriations required to support this expansion will be subject to the approval of the Connecticut General Assembly.

F. The SDE shall authorize Hartford Public Schools (HPS) to increase and maintain the enrollment at the Hartford Pre-K Magnet Program as detailed below, in response to their request. Prior to implementing this expansion, HPS will provide SDE with an updated operations plan, which shall include all relevant details for implementing this increased enrollment.

1. In school year 2020-2021, HPS may add seats for up to 20 students to its Hartford Pre-K Magnet Program, of which 50% of the seats will be allocated for Hartford resident students.
2. SDE will include the anticipated magnet grant funding required to make payment of the per-pupil enrollment in this section in its biannual budget submission covering fiscal year 2022 and fiscal year 2023 in order to maintain the added seats from 2020-21. The submission will anticipate, where determined by the SDE to be consistent with educational policy, to maintain the Pre-K class of up to 20 students.

Any appropriations required to support this expansion will be subject to approval of the Connecticut General Assembly.

- G. The SDE shall commit up to \$30,000 for the HPS to engage in planning and a collaborative process to support the successful planned co-location of schools for the 2020-2021 school year. Such funding will be subject to HPS providing a detailed plan for the use of such funding to achieve this outcome.
- H. The SDE intends, for the term of the Stipulation, to provide funding sufficient to maintain the current number of *Sheff* Interdistrict Magnet Schools and *Sheff CTECS* schools and the current enrollments at such schools, and the expansion as set forth in this Agreement. SDE will include the anticipated magnet grant funding required to make payment of the per-pupil increased enrollment referenced in this section in its biannual budget submission covering fiscal year 2022 and fiscal year 2023. Any appropriations required to support this section will be subject to the approval of the Connecticut General Assembly.
- I. No later than June 1, 2020, the SDE shall solicit and consider reasonable written proposals from all magnet operators to create and expand pathways that further the goals of this Stipulation, including but not limited to plans for pathways that: link schools that may require increased diversity in their applicant pools, create consistent thematic paths across operators, link magnet schools with Open Choice participation, or provide opportunities for co-location and will consider recommendations of any relevant advisory group. The SDE shall authorize the CREC to implement its requested pathway between the Metropolitan Learning Center (“MLC”) and International Magnet School for Global Citizenship (“IMS”).

VII. Open Choice Support and Participation

- A. No later than January 31, 2020, the SDE will solicit applications from Open Choice Districts to be awarded access to a total of \$190,000 of funding for fiscal year 2020 to support the District’s action plans to provide full support services and welcoming and culturally responsive environments for their Open Choice students through a competitive grant application process.
- B. Action plan options may include, but are not limited to, the following considerations: (1) diversity, equity and inclusion training for educators and staff; (2) social-emotional and behavioral services for Open Choice Students; (3) recruitment of minority educators and staff; and (4) other appropriate measures designed to support academic, social and emotional achievement of Open Choice students in the district, including summer school and afterschool opportunities.
- C. Grant applications, in a form determined by RSCO, must be submitted by a date specified by RSCO and will consider recommendations from the *Sheff* Open Choice Working Group. SDE will give priority to districts that have higher percentages of Open Choice students currently enrolled in the district.
- D. SDE will commit up to \$300,000 during fiscal year 2020, to increase the per pupil funding to Open Choice districts that declare an increase of seats that represents at least 20% more Open Choice seats than declared by that district in the prior application year. This funding will be

divided equally among such participating districts on a per pupil basis based on the number of additional students participating in the program over fiscal year 2019, to a maximum of \$3,000 per student.

- E. During fiscal year 2020 and fiscal year 2021, SDE will provide \$400,000 to CREC per year for the purpose of supporting educational advocates who will provide academic and social support to Open Choice students.
- F. One goal of this Stipulation is to incentivize districts to increase Open Choice seat capacity for the 2020-21 and 2021-22 school years beyond the total number of Open Choice seats in 2019-20.

VIII. *Sheff* Voluntary Interdistrict Programs Advisory Committee

- A. Beginning within 2 weeks of the parties mutually agreeing upon and securing the representative of the educational community referenced herein, SDE shall convene an Advisory Committee at least three times per year, to review the *Sheff* system and make non-binding recommendations, as agreed to by a majority of the Advisory Committee members, regarding expansion opportunities at successful schools/programs and changes to *Sheff* Voluntary Interdistrict Programs to meet the goals of this Stipulation as defined in Sections II.A and Section III.A above and further opportunities for Hartford-resident students. At least one of these meetings shall allow for parents, students, experts, and other members of the public to make statements and/or present recommendations to the Committee.
 - 1. The Advisory Committee shall consist of six experienced educators, except that the current Plaintiffs' representative may serve as the non-voting representative of the Plaintiffs listed in this Section VIII.A.1.6: (1) the Commissioner of Education, or designee; (2) the Hartford Public Schools ("HPS") Superintendent, or designee; (3) a representative of the magnet operators, who is mutually selected by the Plaintiffs and SDE, to the extent such operators choose to participate, and which may be a rotating designee at the mutual agreement of the Plaintiffs and SDE; (4) a pro bono representative of the educational community who is mutually selected by the Plaintiffs and SDE and who brings a fresh perspective to the work of the Advisory Committee; (5) a non-voting representative from RSCO, and (6) a non-voting representative of the Plaintiffs. The Commissioner of Education, or designee, shall be the Chairperson of the Advisory Committee. All members of the Advisory Committee shall have equal voting power, except as otherwise specified in this Section VIII.A.1, and the same access to information and resources.
 - 2. Upon written request from the Advisory Committee at least 8 weeks prior to each meeting, the SDE shall provide at least 2 weeks prior to the meeting the requested relevant and available data, including annual compliance reports and Corrective Action Plans, as described herein.
- B. The Advisory Committee will review recruitment, operations and educational programming at *Sheff* Interdistrict Magnet Schools and *Sheff* CTECS schools that fail to achieve the Socioeconomic Diversity Goal set forth in Section III.A, or schools that do not meet the goals of Section II.A of this Stipulation, which may be measured on October 1 of each year only

after the student assignment and enrollment processes are completed for each school year and in a manner that complies with the Federal and State Constitutions. The Advisory Committee shall make non-binding recommendations to the SDE, RSCO, and operators to advance the goals of this Stipulation in areas such as replicating high-demand themes and instructional models, modeling successful programs, addressing school climate, and other measures as determined by the Committee. The Advisory Committee will issue annual written reports to the SDE and Governor's Office, setting forth its recommendations, including recommendations for schools to increase diversity, on or before November 1 of each year during the term of the Stipulation. An interim May 1 report may be issued at the discretion of the Advisory Committee to serve as an interim report with preliminary goals, objectives and recommendations for further elaboration and detail in the November 1 report.

1. The Advisory Committee shall develop and recommend a timetable and strategic planning process to maximize racial, ethnic, and socioeconomic diversity in *Sheff* Voluntary Interdistrict Programs in a manner consistent with the Socioeconomic Diversity Standard set forth in Section III.A and the goals in Section II.A of this Stipulation, as measured on October 1 of each school year only after the student assignment and enrollment processes for each school year are complete, and in compliance with the State and Federal Constitutions. The final content of the annual report shall be determined by majority vote of the Advisory Committee. Any member of the Advisory Committee who disagrees with the majority vote may include a brief dissenting statement in any annual report.
 2. The SDE shall encourage the operators to implement the Advisory Committee recommendations to the extent the SDE supports such recommendations.
 3. Any newly created Interdistrict Magnet School and/or *Sheff* CTECS School, shall develop an Initial Equity Action Plan ("IEAP") as part of its initial operation plan outlining its proposal to ensure substantially equal educational opportunities, and shall submit such plan to the Advisory Committee for its comment. In each of the first three years of its operation, a new school shall update the Advisory Committee on the implementation of its IEAP, including any alterations or additions made to the plan. As part of its review of any IEAP, the Advisory Committee may provide any recommendations it believes would improve the IEAP. At any point during the first three years of its operation, a new school may request the consultation of the Advisory Committee before revising its IEAP.
 4. The recommendations of the Advisory Committee shall be advisory and shall not be admissible as evidence in a judicial proceeding. The Advisory Committee's failure to recommend a specific action shall not be deemed a concession or waiver by the Plaintiffs of their right to seek such relief in any judicial proceeding. To the extent relevant and admissible, a member of the Advisory Committee may be called as a witness at a hearing to testify regarding their own personal views only on a matter.
- C. The SDE shall not object to CREC's decision to convene a Working Group of the Hartford Superintendent or her designee, and suburban school districts participating in the Open Choice program through which, over the course of the 2019-2020 school year, superintendents, principals, and other suburban school district leaders, educators, staff, and parents shall receive training and support services focused on, including but not limited,

issues of cultural responsiveness. The Working Group may also share effective practices focused on the above training and support services. The SDE shall provide assistance to CREC by encouraging district participation in said group.

- D. An SDE staff member, or SDE contractor, shall be designated to collaborate with relevant stakeholders, including but not limited to district, school, student/parent, operator and other related state agency representatives, to submit draft recommendations to the Advisory Committee as defined below. Such draft documents will be submitted to the Advisory Committee by August 1, 2020:
1. A “Statement of Principles or Charter” to reflect the mission and commitment of the districts related to Open Choice. Plaintiffs shall have the opportunity to review the Statement and provide comment at least 2 weeks prior to August 1, 2020.
 2. Communication protocols for (1) sharing information about student and family satisfaction in ways that are timely; (2) alerting individuals in the receiving and sending districts and/or schools who are in a position to respond effectively; (3) facilitating problem-solving collaboration among the relevant receiving and sending districts, schools, operators, RSCO, and the state; and (4) protecting student and family privacy and confidentiality. SDE shall make available up to \$10,000 during fiscal year 2020 for the purposes of supporting data collection to inform the development of communication protocols.
 3. With the goal of reducing the number of applicant families who decline after receiving a lottery offer or who are “administratively declined” for failure to respond to an offer, SDE will collaborate with a local college or university for the purposes of research into reasons why sub-groups decline and/or fail to respond to choice offers or fail to stay at a choice school. In the event no local college or university is available to complete this pursuant to this timetable, SDE shall secure the services of a private marketing or public opinion/survey research firm. A report detailing the outcome of the research analysis shall be completed no later than October 1, 2020, and such deadline will be met whether the services are completed by a college or university or private entity.

IX. Comprehensive School Choice Plan

- A. By June 1, 2021, the SDE shall create a comprehensive school choice plan (“CCP”), to establish a long-term plan for the stability, sustainability, and predictable and efficient operation of the *Sheff* integration process. In developing the CCP to address the strategies articulated in the Section immediately below, the SDE shall take into account the various considerations set forth in Section XIII.B, giving these considerations the weight and priority that SDE determines.
- B. The CCP shall include strategies to: (1) meet “Demand,” as such term is defined by mutual agreement of the parties through negotiations of the Phase V Stipulation and maximize opportunities for Hartford-resident minority students to attend integrated schools; (2) align HPS’s school consolidation efforts with *Sheff* choice options and support stability and quality initiatives in Hartford neighborhood schools that are consistent with maximizing racial, ethnic and socioeconomic diversity, including but not limited to consideration of various

reform models such as the re-design and establishment of Community Schools, pairing of schools, additional co-location efforts, dual language, advanced learning and other themed schools with an emphasis on potential pathways for students from K-12; (3) maximize transportation efficiencies; (4) develop a fiscal support plan for the *Sheff* Voluntary Interdistrict Programs; (5) develop and implement operational efficiencies between the RSCO and HPS and operators; (6) identify and recommend incentives and strategies to increase participation in Open Choice opportunities; (7) develop preliminary models to measure demand for an integrated setting by Hartford-resident minority students, to the extent a definition of Demand has not been negotiated by the parties; (8) maximize racial, ethnic and socioeconomic diversity at *Sheff* Interdistrict Magnet Schools and *Sheff* CTECS Schools without considering race or ethnicity of any individual student in the student assignment and enrollment processes and in a manner that complies with the Federal and State Constitutions; and (9) coordinate a cohesive and uniform marketing plan for *Sheff* Voluntary Interdistrict Program options. SDE shall retain final decision-making authority relative to all changes to RSCO policies and processes and any redesigns to the choice system. Plaintiffs reserve the right to seek court intervention in the event that such changes or omissions violate the state or federal Constitutions.

- C. The Parties recognize that HPS continues to enroll significant numbers of students in neighborhood schools after October 1 of each year. In 2017-18 an additional 427 students enrolled and in 2018-19 another 225 students were enrolled after October 1. Some of these new students require special education services and/or English Learner (“EL”) services, creating additional need for resources, and have enrolled after the student assignment and enrollment processes for *Sheff* magnet schools have been completed. Accordingly, the Parties agree that SDE shall undertake a review of this issue as SDE develops the CCP, with the goal of addressing it in the CCP.

X. Corrective Action Plans

- A. By December 1 of each year during the term of this Stipulation, any *Sheff*-related Voluntary Interdistrict Program with (1) a lack of socioeconomic diversity in the applicant pool, or (2) a percentage enrollment of incoming students designated as Tier A that exceeds 58% of the incoming student enrollment, or (3) a percentage enrollment of incoming students designated as Tier C that does not meet the 30% minimum of the incoming student enrollment, must be operating pursuant to a Corrective Action Plan (“CAP”) that demonstrates reasonable efforts to meet the socioeconomic diversity goals of the Stipulation within an agreed upon compliance period. The CAPs submitted pursuant to this Stipulation shall be updated on an annual basis and subject to review and approval by the RSCO Director. Prior to approval by the RSCO Director, RSCO shall provide copies of CAPs to the Advisory Committee for its comment.
 - 1. The CAPs shall include quantitative and qualitative assessments of the school’s efforts to (a) increase racial, ethnic, and socioeconomic diversity consistent with the goals of Section II.A and Section III.A above, as measured after the student assignment and enrollment process without considering race or ethnicity of any individual student in the school admissions processes, and in a manner that complies with the Federal and State Constitutions, and (b) implement best practices for educational equity. The plan should consider entering students as well as the

extent to which student attrition may also be affecting such diversity.

2. The SDE shall be responsible for overseeing the development, implementation, and effectiveness of each CAP.
3. The SDE shall require operators to include the recommendations of the Advisory Committee in the CAP to the extent that such goals are supported by the SDE and within available appropriations.
4. For schools required to operate pursuant to a CAP as enumerated in this Section for one year, operators may include specific actions in the CAP that may require additional financial resources for consideration by the SDE. The school shall be required to submit a detailed report, explaining how the funds will be spent and the specific objectives targeted. The SDE, in its sole discretion, may fund specific planning initiatives within available appropriations.
5. For schools required to operate pursuant to a CAP as enumerated in this Section for two consecutive years, school representatives (operator, school leaders, family representatives) shall meet with the SDE to review data (applicant pool, who accepts offers, who enrolls, attrition), identify specific challenges impeding compliance, and develop an agreed-upon set of actions. The SDE shall monitor the operator's progress in implementing the plan and review application data as it becomes available. The SDE will provide appropriate support and direction to assist the operator in increasing acceptances to offers made through the lottery process.

XI. Marketing Initiatives and RSCO Application Materials

- A. During the term of this Stipulation and beginning in the 2019-20 school year, SDE will collaborate with the operators of the *Sheff* Interdistrict Magnet Schools, *Sheff* CTECS Schools, the administrator of the Open Choice Program, and a Plaintiff marketing representative, on developing and implementing effective marketing strategies within the application period to facilitate achieving the goals of the Phase IV Stipulation.
 1. SDE will collaborate with CTECS on the creation of recruitment videos for certain *Sheff* magnet schools and complete them on or before November 1, 2021, with an initial focus on completing videos for the five magnet schools that require most assistance with compliance and/or recruitment support on or before November 1, 2020. In the event CTECS is not available to produce such videos, SDE will budget up to \$50,000 to secure another partner to create such videos for the five magnet schools that require most assistance with compliance and/or recruitment support.
 2. SDE will coordinate marketing efforts to underrepresented populations and other strategic markets based on available grade configuration and target populations. On or before January 31, 2020, and October 1, 2020, SDE will share with Plaintiffs a list of the events it schedules pursuant to such efforts for Plaintiffs' comment. As part of the campaign to reach underrepresented populations:
 - a. SDE will deploy representatives from the PIC to satellite offices at

designated, publicized times (including evenings and weekends), from November 1 through March 1 of each school year with a specific focus on reaching families in underserved zip codes.

- b. SDE will coordinate with all operators to schedule evening sessions during the final week of the application period with volunteer assistance to help families complete the online applications.
 - c. RSCO will provide annual training to satellite locations on the application and lottery process, application materials, available RSCO services, choice options, applicable deadlines, and other relevant information to ensure consistent messaging and informed support of prospective applicants and their families.
 - d. RSCO will analyze Hartford block group data and application trends from prior years to identify underserved populations for targeted recruiting both before and during the lottery application period.
3. RSCO will manage and coordinate at least 2 school choice fairs each application cycle at locations in Hartford or near Hartford, which are selected pursuant to the goal of reaching the greatest number of applicants. SDE shall encourage all *Sheff* Magnet Schools, *Sheff* CTECS Schools, and participating Open Choice districts to attend the fairs.
- B. RSCO will develop and implement a revised application process and timeline with the intent to simplify the application process for families and increase the rate of application and acceptance through user-friendly platforms and earlier notification. The revised process will include acquisition of application and lottery software with mobile application capability that will provide more transparency to families and operators, for implementation in the 2021-22 school year.
1. In August of 2019, RSCO issued a Request for Information to inform a Request for Proposal, to be issued by January 30, 2020, for acquisition of multi-platform application and lottery software. SDE shall make available up to \$150,000 to secure this new application and lottery software and to study and implement the new lottery protocols. RSCO will acquire the required software for implementation in 2020-21 for application to *Sheff* school choice schools/programs for the 2021-22 school year. RSCO will make transparency related to available seats and real-time access to number of applications for seats (likelihood of admission) a priority in its assessment and determination of the successful software provider.
 2. Beginning in July of 2019, SDE has collaborated with its marketing consultant to redesign the catalog, website and application, and conducted parent-based focus groups to collect parent feedback to inform the revisions. SDE shared the redesigned catalogue and the results of the parent-based focus groups with Plaintiffs' Representative and Hartford for comment and feedback prior to November 1, 2019. SDE will continue during the term of this stipulation implementing revised parent-friendly marketing materials and continue to solicit feedback from parent groups and Plaintiffs' representatives.

3. Beginning in 2020 for the 2020-21 school year, RSCO will give parents the option of receiving reminders and status updates related to pending applications via text-message.
4. RSCO will continue to solicit race/ethnicity data in its application materials but will not use such data in the Student Assignment Plan for selection and placement of applicants to the Voluntary Interdistrict Programs covered by the Agreement.
5. Beginning in the 2019-20 lottery application cycle for 2020-21, RSCO will include data from prior application years in application materials to assist families in making informed choices regarding their school and program selections and increase transparency in the lottery process. Such data shall include, for example, declared seats and total applications by school from prior lottery years, and the special preferences that may impact the student's chance of being accepted in the lottery. Beginning in 2020-21 for the 2021-22 school year, RSCO will add data regarding the number of Open Choice students at a particular school and school district, within suppression policies, to the application materials.

XII. Student Assignment Plan

- A. All *Sheff* school choice operators will use the common application and Student Assignment Plan as the sole tools for application, selection and placement of applicants to *Sheff* Interdistrict Magnet Schools, Open Choice opportunities, and the *Sheff* CTECS Schools in accordance with the preferences and policies adopted and approved by the RSCO. *Sheff* school choice operators will not be eligible for and will not receive the per pupil grants authorized pursuant to Sections 10-264l and/or 10-266aa of the Connecticut General Statutes for any student enrolled outside of the RSCO lottery process as set forth herein during the student's entire period of enrollment, unless special circumstances exist as determined by the SDE.
 1. During the 2019-20 application cycle for the 2020-21 school year, RSCO will conduct a single lottery for all applicants to *Sheff* Interdistrict Magnet Schools, Open Choice, and the three *Sheff* CTECS Schools using the common application and uniform placement process.
 2. Beginning in the 2020-21 application cycle for the 2021-22 school year, RSCO will conduct one application cycle, but will divide the lottery into two separate lotteries, conducted within the same timeframe, to separately accommodate placement of applicants in entry/non-entry grades and placement of transfer students from an existing school/program to a school choice option in a non-entry grade. Entry grades shall include pre-kindergarten, 6th grade, and 9th grade, and kindergarten at schools and programs with kindergarten as the entry grade to the school/program. Both lotteries, hereinafter referred to as "Placement Lottery" and "Transfer Lottery," respectively, shall proceed in accordance with the Student Assignment Plan described herein to best accommodate the respective applicant groups. RSCO will design, coordinate, implement and market the lotteries for *Sheff* choice options through a common application on the same time schedule for selection and

placement of students in *Sheff* Voluntary Interdistrict Programs to avoid confusion for families. Offers will be communicated on the same time schedule.

- B. Each year, Interdistrict Magnet Operators, *Sheff* CTECS Schools, and Open Choice districts shall provide RSCO with available seat declarations for the RSCO Lottery, by school and grade, based on a time schedule determined by RSCO in order to communicate offers of enrollment for the first round of the Student Assignment Plan on or before April 1 of each school year. RSCO shall review and approve the applicable seat declarations prior to implementing the lottery.
1. Beginning in 2020-21 for the 2021-22 school year, RSCO shall direct Interdistrict Magnet Operators, *Sheff* CTECS Schools and Open Choice districts to provide available seat declarations, by school and grade, pursuant to this Section separately for entry grades and non-entry grades based on a time schedule determined by RSCO in order to communicate offers of enrollment for the first round of the Student Assignment Plan on or before April 1 of each year for both the Placement Lottery and the Transfer Lottery.
 2. *Sheff* full-time Interdistrict Magnet Schools shall manage their capacity to maximize enrollment within the funding appropriated by the General Assembly **and** seek to enroll Hartford-resident students during the term of the Stipulation as follows:
 - a. Hartford Host Magnet Schools and RESC Magnet Schools shall seek to enroll at least 50% Hartford-resident students among incoming students in each school year, with the goal of achieving a minimum of 50% Hartford-resident student enrollment out of the total school enrollment by the 2022-23 school year. This would provide the opportunity to an estimated 120 additional Hartford resident students to be placed in choice schools. A waiver of this 50% Hartford resident student requirement may be considered, in the sole discretion of SDE, on a school by school basis by RSCO if the total SES of a school would exceed 60% Tier A SES students.
 - b. Suburban Host Magnet Schools shall seek to enroll at least 30% Hartford-resident students among incoming students in each school year, with the goal of achieving a minimum of 30% Hartford-resident student enrollment out of the total school enrollment by the 2022-23 school year.
 - c. “Incoming students” shall include students enrolled through the RSCO Lottery in any grade served by the school or, beginning in the 2020-21 application cycle for the 2021-22 school year, through the Placement Lottery and Transfer Lottery, collectively. Town of residence for purposes of this Section shall be determined at the time the applicant accepts the placement through the applicable lottery.
- C. For the Open Choice programs, RSCO will assign students to available seats using placement

protocols that assign applicants to available Open Choice opportunities based on applicant priorities¹ and the randomized placement number of each applicant.

D. Beginning in the 2019-20 application cycle for enrollments in the 2020-21 school year, RSCO will implement a Student Assignment Plan for selection and placement of students in *Sheff* Interdistrict Magnets Schools and the *Sheff* CTECS schools through the applicable lottery based on multiple socioeconomic factors in order to achieve the Socioeconomic Diversity Goal set forth in Section III.A above. Before implementing the lottery and Student Assignment Plan described in this Agreement, the SDE shall provide operators with consistent messaging to respond to inquiries about the application and placement process. The SDE shall invite all PIC staff and any interested operator representatives to the annual training on the application and lottery process enumerated above in Section XI.A.2.c. The SDE shall publicly communicate the goal of maximizing socioeconomic diversity and the use of socioeconomic factors in the student assignment plan to promote transparency and avoid confusion.

1. For purposes of the Student Assignment Plan, RSCO will assign each applicant a SES designation.
 - a. SES shall be defined as a measurement of the socioeconomic standing of applicants to the RSCO Lottery, or, beginning in the 2020-21 application cycle, to the Placement and Transfer Lottery, whether determined by family self-reporting, census data based on the census block group within which an applicant resides, or otherwise.
 - b. Beginning in the 2019-20 application cycle, RSCO may solicit basic SES data on the RSCO application, including but not limited to the highest educational attainment of adults in the home, home ownership, number of minor children and/or adults residing in the household, use of English as the primary language spoken in the household, and/or single-parent home status. The SDE may solicit income data directly from applicant families via the RSCO application only after providing Plaintiffs and Hartford with at least three weeks advance notice and affording Plaintiffs and Hartford an opportunity to comment and object. Before soliciting income data for individual households on the RSCO application, RSCO shall make every reasonable effort to obtain the same or equivalent SES data from other sources (e.g., U.S. Census data, American Community Survey data, state, local or school databases, etc.).
 - c. The SES designation of applicants will be determined based on multiple socioeconomic factors, including but not limited to, household income and highest educational attainment of adults in the home. The SDE shall confirm

¹ Throughout this document, references to applicant priorities and the associated weights of the same are intended to mean the priorities determined through a collaboration between RSCO, the Open Choice administrator, respective receiving districts, magnet operators, and/or CTECS operators, as applicable, with the goal of maximizing educational opportunities for families and facilitating transportation efficiencies. Final decision-making authority regarding the applicable priorities and their respective weights, by school, in each year of the RSCO Lottery shall rest with the SDE.

the factors that are being utilized with the Plaintiffs and Hartford for the 2019-20 and 2020-21 lottery years at least three weeks prior to conducting the lottery for comments and objections.

- d. For the lottery run in 2019-20 for school year 2020-21, the socioeconomic factors identified in this Section c above shall be determined using census data from the most recent five year American Community Survey for each socioeconomic factor in the algorithm based on the census block group within which an applicant resides. Notwithstanding the foregoing, the SDE may determine, based on comparisons of lottery data simulations, that self-reported data and/or individualized data from other available data sources, alone or in combination with census data, may maximize socioeconomic diversity over results achieved from census data alone. In such circumstances, the SDE may elect to use such other data sources, alone or in combination with available census data, for determining the SES standing of applicants; provided, however, the state shall provide Plaintiffs and Hartford with at least three weeks advance notice of its intent to use such other data sources for their comments and objections.
 - e. Assignment of a SES designation will be based on (1) the respective value of the SES factor from the census data or other data source, or (2) if a single value is not available, the highest share of the relevant population in the block group or the weighted average of the SES factor for the block group, or (3) some other valuation that the state determines maximizes socioeconomic diversity based on a comparison of data simulations. The state will confirm the factors being utilized with the Plaintiffs and Hartford at least three weeks prior to conducting the lottery for their comments and objections.
 - i. Using the median household income for the Metropolitan Statistical Area for Hartford-West Hartford-East Hartford (“Hartford MSA”), based on the most recent U.S. Census’ American Community Survey data. SDE will classify the SES income values for the Student Assignment Plan in each year of the lottery within the following income distributions of them to maximize socioeconomic diversity: (1) Not more than 60-90% of the median household income for low (Tier A); (2) 70% to 140% of the median household income for medium (Tier B); and (3) at least 115% of the median household income for high (Tier C).
 - f. The socioeconomic standing of applicants to the RSCO lotteries shall be determined based on the applicable SES factors for each applicant to the lottery, whether based on census demographics or individual data, or some combination thereof. SDE shall determine the applicable SES factors for the Student Assignment Plan in any given year with the goal of maximizing socioeconomic diversity in the schools and complying with the requirements of the State and Federal Constitutions.
2. The Student Assignment Plan shall place students in magnet and technical school choice opportunities using the approved seat declarations based on their

preferences/priorities and the applicable socioeconomic factors set forth in Section XII.D.1 to maximize acceptance, and socioeconomic diversity.

- a. In furtherance of SES diversity, the Student Assignment Plan shall include various socioeconomic tiers, including, at a minimum, Tier A (low SES), Tier B (medium SES) and Tier C (high SES).
 - b. The Student Assignment Plan shall assign applicants to SES tiers based on the applicable SES factors, as determined by SDE, as informed by the input from both parties' experts in 2019, to achieve a distribution of applicants in each tier reflective of the SES distribution of the overall applicant pool.
 - c. Using the SES tiers, the Student Assignment Plan shall enroll applicants to Interdistrict Magnet Schools and the *Sheff* CTECS schools, as determined by the SDE, to meet the Socioeconomic Diversity Goal set forth in Section III.A.
 - d. Students will be assigned from the waitlist by school, as seats are available, based on the Student Assignment framework set forth in this Section and the goal of maximizing socioeconomic diversity in accordance with the maximum and minimums set forth in Section III.A.
 - e. Beginning in 2020-21 for the 2021-22 school year, SES distributions for the Placement Lottery and Transfer Lottery shall be determined separately based on the overall applicant pool to each lottery.
 - f. For both Hartford-resident and non-Hartford resident applicants, the Student Assignment Plan, including assignments from the waitlist, will assign Hartford-resident applicants to each Interdistrict Magnet School and *Sheff* CTECS school in accordance with the applicable seat declaration based on (a) applicant priorities, and (b) a percent distribution of applicants from each tier, in order of SES value starting with the highest, that maximizes economic diversity in the school and achieves an overall SES distribution for the incoming class as set forth in Section III.A or, for the Transfer Lottery, the given grade level to offset uneven attrition.
 - g. RSCO will seek to assign applicants to all available seats and extend offers for placement in accordance with applicants' school choice order.
3. RSCO will follow the Student Assignment Plan as described herein to place applicants to *Sheff* Interdistrict Magnet Schools, *Sheff* CTECS schools and Open Choice Programs through the RSCO lotteries in each school year, provided, however, the state may vary the SES factors or their valuation, the SES designations, the tier assignments, and any other element of the SES protocol if the state determines such variations maximize socioeconomic diversity based on a comparison of data simulations. In the event the state plans to implement such variations to the SES protocol, the state shall share data simulation comparisons with the Plaintiffs and Hartford at least three weeks prior to conducting the lottery for informational purposes.

- E. RSCO will seek to communicate offers of enrollment for the first round of the Student Assignment Plan on or before April 1 of each school year for selection and placement of students for the next school year with cooperation and participation by all program operators in the implementation of the lottery.
1. RSCO will follow the Student Assignment Plan to place on-time applicants in available seats in the *Sheff* Interdistrict Magnet Schools, *Sheff* CTECS schools and Open Choice Programs covered by the Stipulation in accordance with applicants' school choice order in the school year for which the respective lottery applies as follows: (a) October 1 for Interdistrict Magnet Schools, (b) December 1 for Open Choice programs; and (c) December 1 for *Sheff* CTECS Schools.
 2. RSCO will accept late applications through the RSCO application system for those schools identified with potential opportunities for late applicants as determined by the respective operators through the date designated by RSCO each school year. RSCO will follow the Student Assignment Plan described herein to place late applicants in available seats by school and grade in accordance with the schedule set forth in Section XII.E.1 after exhausting on-time applicants at the respective grade for the school or program.

XIII. PLANNING FOR PHASE V OF THE STIPULATION: All parties agree that they will confer to negotiate and formulate a Phase V Stipulation that, with the approval of the General Assembly and the Court, is intended to fully end court jurisdiction of this case through the following central goals: (1) establishing a comprehensive plan to measure and meet demand of Hartford-resident minority students for *Sheff* Voluntary Interdistrict Program access and to maximize racial, ethnic and socioeconomic diversity as measured after the assignment and enrollment process, without considering race or ethnicity of any individual student in the school admissions and enrollment processes, and in a manner that complies with the Federal and State Constitutions; and (2) establishing an effective operating framework for the sustainability of a demand-based goal as a sustainable permanent solution.

- A. In preparation for negotiating the Phase V Stipulation, the SDE will provide Plaintiffs and Hartford with:
1. The unique count of Hartford-resident minority students on RSCO waiting lists, as well as the administrative decline data and late application data, for 2019-20, 2018-2019, 2017-18, and 2016-17 school years, in addition to the application numbers for the 2020-21 lottery cycle. The SDE shall provide said data to Plaintiffs and Hartford on or before April 1, 2020.
 2. On or before January 1, 2021, the SDE will solicit from all operators specific proposals, within current physical capacity, that may allow for increased seat capacity for Hartford resident students, which may include but not be limited to proposals that enhance partnerships/pathways in specific themes/advanced manufacturing, add grades, move seats from other regions, and/or allow for cooperative arrangements with local colleges or universities with early college programs. Such proposals will be required to include sufficient detail and long-term planning projections to allow for SDE's meaningful consideration, including but not limited to: (a) the steps for the operator to operationalize the change(s); (b)

the potential fiscal impact; (c) the administrative impact on the operator and SDE; and (d) the impact on transportation costs and facilitation.

- B. As considerations for developing a Phase V Stipulation, the SDE will review the reports already submitted by the Open Choice and Magnet School Working Groups and take into account the following considerations for purposes of discussions with Plaintiffs:
1. Impact of removing magnet enrollment caps so that magnet schools can be filled to capacity;
 2. Impact and efficacy of expanding existing partnership agreements and developing new agreements;
 3. Impact and efficacy of expanding regional pre-kindergarten centers in Hartford and suburban towns with themes that would attract students across the region;
 4. Pairing and replicating high-demand themes and instructional models;
 5. Supporting Hartford magnet and neighborhood schools through colocation opportunities, pairing options, and before and after school collaborations;
 6. Identifying school facilities that are underutilized or slated to close in Hartford or *Sheff* region suburban districts to repurpose the facility or facilities as “regional Open Choice schools” or “regional Interdistrict magnet schools” or “regional *Sheff* CTECS schools”;
 7. Impact of academic pathways that link existing and new *Sheff* Interdistrict magnet programs located on or near particular Hartford campuses to Open Choice seats in Hartford neighborhood schools located on or near the same campuses;
 8. Impact and efficacy of the current funding formula for *Sheff* Voluntary Interdistrict Programs;
 9. Opportunities to place Hartford resident students in *Sheff* Voluntary Interdistrict Programs after October 1 of each school year;
 10. Opportunities to establish permanent locations for *Sheff* Interdistrict Magnet Schools that are not currently in permanent locations;
 11. Opportunities to address racial disparities in educational outcomes, student graduation, retention and discipline rates; and
 12. Opportunities to increase racial diversity amongst educators in the *Sheff* Interdistrict Magnet, *Sheff* CTEC Schools, and Open Choice schools.
 13. Opportunities to reduce the disparities between Hartford neighborhood schools and the *Sheff* Interdistrict Magnet schools in the numbers of students in English Learner programs and the number of students requiring special education services.

14. Impact and efficacy of existing frameworks for funding special education costs in *Sheff* Interdistrict Magnet and Open Choice schools and processes for registration and residency verification for choice students.

- C. Plaintiffs shall submit their comments to the Defendants regarding any interim Advisory report set forth in Section VIII.B no later than September 1, 2020 and to the CCP no later than July 1, 2021. The parties shall meet and confer and make all reasonable efforts to resolve any conflicting positions relative to the CCP's contents on or before September 1, 2021.
- D. Negotiation of the Phase V Agreement may begin on or after April 1, 2021, upon written request by either party to begin scheduling negotiation sessions. The parties intend to negotiate in good faith for the Phase V Agreement to take effect at the conclusion of the term of this agreement, and for such terms to be resolved by way of tentative agreement and submitted to the Court on or before October 1, 2021. Upon agreement of the parties and full execution of the Phase V Agreement and approval of the terms by the Court, the Attorney General shall submit it to the General Assembly within ten (10) days of the commencement of the 2022 regular session pursuant to Conn. Gen. Stat. §3-125a, or within ten (10) days of its execution if the General Assembly is already in session. If the Phase V Stipulation and Proposed Order is approved or deemed approved by the General Assembly, the parties shall submit it to the Court for entry as a court order at the earliest possible time. In the event that there is no agreement, the parties reserve the right to seek judicial relief under existing law and judicial decisions.

XIV. Material Breach and Enforcement: The parties agree that the Student Assignment Plan set forth herein and the terms of this Stipulation represent good faith efforts by Defendants, Plaintiffs and Hartford to collaborate on a short-term agreement for purposes of transitioning to an SES-based lottery selection system while reformulating *Sheff* Voluntary Interdistrict Programs and models for sustainability and engaging long-term planning initiatives to inform a Phase V to this Stipulation. In the interest of facilitating the transition, reformulation initiatives, and implementing Corrective Action Plans, the parties agree that a material breach of this agreement shall be limited to the following circumstances:

- A. All standards set forth in these Sections XIV and XV, except as specifically provided in Section XV.B.1.a, are contingent upon such percentage variance being the equivalent of at least 5 students at a school. Any alleged failure to meet goals or percentages of students that constitutes less than 5 students shall be considered *de minimis*
- B. It shall be a material breach of this agreement if SDE fails to convene the Advisory Committee as indicated in Section VIII.A herein and engage the same at least three times per year within the time period specified in Section VIII.A, subject to a 30 day cure period upon written notice of noncompliance by the Plaintiffs.
- C. Beginning in the 2020-21 RSCO lottery cycle, after a waiting period in 2019-20 to implement the Student Assignment Plan, it shall be a material breach of this agreement if more than 20% of the *Sheff* Interdistrict Magnet Schools student enrollment for incoming students does not meet the Socioeconomic Diversity Goal for Tier A as set forth in Section III.A, unless any such school is in the process of increasing Hartford-resident enrollment to ensure they address past under-enrollments of Hartford-resident students, including and

specifically limited to, Academy of Aerospace & Engineering Elementary School, , International Magnet School for Global Citizenship, Glastonbury East Hartford Magnet School, Reggio Magnet School, , Discovery Academy, , and Hartford Prekindergarten Magnet School. The schools listed in the previous sentence shall not count toward the 20% minimum from this Section XIV.C as long as any such school does not enroll an incoming class that exceeds 63.5% of students from Tier A.

- D. It shall be a material breach of this agreement if, by December 1 of each year during the term of this Stipulation, any *Sheff*-related Voluntary Interdistrict Program with (1) significant capacity due to a lack of SES diversity in the applicant pool, or (2) a percentage of incoming enrolled students designated as Tier A that exceeds 60% of the total incoming school enrollments or Tier C that is lower than 30% of total incoming school enrollments is not operating pursuant to a Corrective Action Plan, subject to a 30 day cure period upon written notice of noncompliance by the Plaintiffs.
- E. It shall be a material breach of this agreement if SDE fails to develop a CCP, as referenced in Section IX.A, on or before July 1, 2021.

XV. Other Enforcement

- A. In the event the Connecticut General Assembly does not approve the currently anticipated *Sheff*-related funding, or there is a rescission of funding as needed to implement the provisions set forth herein for the school years covered by this agreement, and SDE cannot make up the shortfall with other funding, such that in SDE's reasonable judgment it will substantially impair SDE's ability to comply with the remainder of the Phase IV stipulation, which information shall be promptly communicated to Plaintiffs, Plaintiffs reserve the right to seek an order from the Court upon receipt of such information. This provision only applies to the funding noted herein that is not qualified by the phrase "within available appropriations," except as to Section VI.B.
- B. In the event the Student Assignment Plan set forth herein results in a substantial negative impact as defined below for the 2020-21 school year based on the October 1, 2020 enrollments, the Advisory Group's November 1, 2020 report will address the results and make recommendations to the respective operators and SDE for furthering progress toward increasing diversity. For each year during the term of this Stipulation based on the October 1 enrollments, the parties shall meet and confer by October 15 to discuss the preliminary results of the Student Assignment Plan and other enrollment data, and shall make all reasonable efforts to work together to revise the applicable protocols for the subsequent school year in order to address any substantial negative impact in a manner consistent with the goals of this Stipulation, the *Sheff v. O'Neill* decisions, and the Federal and State Constitutions.
 - 1. A "Substantial Negative Impact" as a result of the Student Assignment Plan set forth in this Stipulation occurs if:
 - a. Based on the October 1 enrollments in any year during the Stipulation, the incoming student enrollment at 20% or more of the *Sheff* Interdistrict Magnet Schools does not meet the Socioeconomic Diversity Goal for Tier A as set forth in Section III.A, unless any such school is in the process of increasing

Hartford-resident enrollment to ensure they address past under-enrollments of Hartford-resident students, including and specifically limited to, Academy of Aerospace & Engineering Elementary School, , International Magnet School for Global Citizenship, Glastonbury East Hartford Magnet School, Reggio Magnet School, , Discovery Academy, and Hartford Prekindergarten Magnet School. The schools listed in the previous sentence shall not count toward the 20% minimum from this Section XV.B.1.a as long as any such school does not enroll an incoming class that exceeds 63.5% of students from Tier A. Any alleged failure to meet goals or percentages of students pursuant to this Section XV.B.1.a based on 5 or fewer students at a school whose incoming class is 80 or more students, or 4 students at a school whose incoming class is between 45 and 79 students, or 3 students at a school whose incoming class is fewer than 45 students shall be considered *de minimis* and shall not constitute a Substantial Negative Impact for purposes of this Section XV.B.1.a; or

- b. Beginning on October 1, 2021, the total number of reduced isolation students enrolled at 20% or more of the *Sheff* Interdistrict Magnet Schools:
 - i. declines by 10% or more compared to that school's percentage on October 1, 2019 (e.g., a decline from 100 students to 90 students) at the schools specifically listed in Section XV.B.2 below, or
 - ii. declines by 15% or more as compared to that school's percentage on October 1, 2019 (e.g., a decline from 100 students to 85 students) at the remaining *Sheff* Interdistrict Magnet Schools.
2. For purposes of Section XV.B.1.b.i, the referenced list of *Sheff* Interdistrict Magnet Schools shall include: Capital Preparatory Magnet School, Classical Magnet School, Betances STEM Magnet School, Breakthrough South Magnet School, Great Path Academy, Hartford Magnet Trinity College Academy, Pathways Academy of Technology and Design, R.J. Kinsella Magnet School of the Performing Arts, Ana Grace Academy of the Arts Elementary School, Civic Leadership High School, Greater Hartford Academy of the Arts Middle, Metropolitan Learning Center for Global & International Studies, Two Rivers Magnet Middle School, Connecticut River Academy at Goodwin College, and Global Experience Magnet School.
3. If the parties are unable to mutually agree to a method of addressing a Substantial Negative Impact directly resulting from the Student Assignment Plan within 45 days of the any meet and confer pursuant to Section XV.B above, any party may petition the Court on or after November 15, 2021 to resolve that dispute.

PLAINTIFFS
MILO SHEFF, ET AL.

By: _____ Date: _____

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

_____ Date: _____

Deuel Ross
Cara McClellan
NAACP Legal Defense & Educational Fund, Inc.
40 Rector Street, Fifth Floor, New York, NY 10006

_____ Date: _____

Dennis D. Parker
National Center for Law and Economic Justice
275 7th Ave., New York, NY 10001

_____ Date: _____

Sarah Hinger
American Civil Liberties Union
125 Broad Street, New York, NY 10004

_____ Date: _____

Wesley W. Horton
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Horton, Dowd, Bartschi & Levesque, P.C.
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DEFENDANTS
WILLIAM A. O'NEILL, ET AL.

By: _____ Date: _____
William Tong, Attorney General

By: _____ Date: _____
Joseph Rubin, Asst. Deputy Attorney General

Erik T. Lohr, Associate Attorney General
Ralph E. Urban, Assistant Attorney General
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INTERVENORS
CITY OF HARTFORD

By: _____ Date: _____
Howard Rifkin, Corporation Counsel
City of Hartford
550 Main Street, Room 210
Hartford, CT 06103

APPROVED and SO ORDERED:

Superior Court Judge

DATE: _____

Appendix A

The following schools constitute Existing Magnet Schools for purposes of Section III.C.4 of the Stipulation:

Academy of Aerospace & Engineering
Academy of Aerospace & Engineering Elementary
Academy of Science & Innovation
Ana Grace Academy of the Arts Elementary School
Betances Early Reading Lab Magnet School
Betances STEM Magnet School
Breakthrough Magnet School, North Campus
Breakthrough Magnet School South Campus
Capital Preparatory Magnet School
Classical Magnet School
Connecticut IB Academy
Connecticut River Academy at Goodwin College
Discovery Academy
Environmental Sciences Magnet School at Mary M. Hooker
Glastonbury-East Hartford Magnet School
Global Experience Magnet School
Great Path Academy at Manchester Community College
Greater Hartford Academy of the Arts (GHAA) High
Greater Hartford Academy of the Arts (GHAA) Middle
Hartford Magnet Trinity College Academy
Hartford PreKindergarten Magnet School
International Magnet School for Global Citizenship
Metropolitan Learning Center for Global & International Studies
Montessori Magnet at Batchelder
Montessori Magnet School (CREC)
Montessori Magnet School at Annie Fisher
Museum Academy
Noah Webster MicroSociety Magnet School
Pathways Academy of Technology & Design
Civic Leadership High School
R.J. Kinsella Magnet School of the Performing Arts
Reggio Magnet School of the Arts
Riverside Magnet School at Goodwin College
Sport and Medical Sciences Academy
STEM Magnet School at Annie Fisher
Two Rivers Magnet Middle School
University High School of Science and Engineering
University of Hartford Magnet School
Wintonbury Early Childhood Magnet School