

MEMO

To: Julian

From: Dr. Leslie Torres-Rodriguez, Hartford Public Schools

Re: Achievement First inquiry

1. Mechanism for claiming the test scores of Achievement First Hartford Academy (“AFHA”) students as part of Hartford Public Schools (“HPS”) test scores, and whether this is permitted by the State Department of Education (“SDE”).

- The terms of the Memorandum of Understanding (“MOU”) make clear that the Hartford Board of Education (“HBOE”) must be able to claim the test scores of AFHA as part of HPS’ test scores.
- However, per an October 3, 2018 email from Ajit Gopalakrishnan, State Department of Education Chief Performance Officer, SDE is taking the position that it cannot support combining AFHA outcomes with that of HPS. SDE’s reasoning is as follows: The accountability system is designed to reflect the outcomes of the educational system that directly educated the student. While AFHA students are Hartford residents, they are educated by AFHA, and not by a school of HPS.

2. What metric replaces “Annual Yearly Progress” now that the testing instrument has changed?

- It appears that annual yearly progress has been replaced with the accountability index in Section 10-223f, which is based on the following (per Section 10-223e): the performance index score and high school graduation rates, and may include, but need not be limited to, academic growth over time, attendance and chronic absenteeism, postsecondary education and career readiness, enrollment in and graduation from institutions of higher education and postsecondary education programs, civics and arts education and physical fitness.

3. What clauses or provisions are available for terminating the MOU or for opening the MOU for amendment or re-negotiation?

- There is no traditional termination clause in the MOU.
- In the MOU there are, however, conditions for automatic renewal, which include: (1) AFHA must maintain its charter to operate the school; (2) AFHA must meet adequate yearly progress (as defined by No Child Left Behind Act) by the 2012-2013 school year, and in subsequent school years; and (3) HBOE must be able to claim the test scores of AFHA for purposes of determining adequate yearly progress for HPS.
- If one of the conditions is not met, this could provide a basis for terminating the MOU or for opening the MOU for amendment or re-negotiation.
- It is noted that approximately six months to one year ago, counsel for AFHA made clear to the HBOE that AFHA was not interested in re-opening negotiations, and would litigate if HBOE attempted to terminate the MOU.