Hartford Board of Education
Regular Meeting – Monday, January 27, 2014

Journalism and Media Magnet Academy,
150 Tower Avenue, Hartford Connecticut 06120

5:30 p.m.

AGENDA

I. Call to Order
II. Roll Call
III. Opening Statement
IV. Dialogue Session (Recommended 60 minutes)
   1. Parent and Student Comment
   2. Public Comment
V. Reports
   1. Report of the Chair
   2. Report of the Superintendent
   3. Committee Reports
      o Superintendent Search Committee
      o Other Committees
VI. Business Agenda
   A. Items in Order of Importance
      1. Approval of Site for Kinsella Magnet School for the Performing Arts High School Extension (Supt et al.)
         The Kinsella Magnet School for the Performing Arts has expanded its PK-8 school to include high school grades 9-12. The high school component, which currently enrolls students in grades 9 and 10, is temporarily housed at 245 Locust Street. The City Council has approved $33 million to construct a new facility for the new Kinsella high school.

         That the Hartford Board of Education approves the Superintendent's recommendation to construct the Kinsella Magnet School for the Performing Arts High School on City-owned property availed to Hartford Public School which is adjacent to SAND Elementary School, located at parcels #243248135 and #243249144 on Main Street.

      2. Approval of Lease Agreement: Lincoln Culinary Institute (Supt. et al)
         That the Board of Education authorizes the Superintendent to execute a lease with NN Acquisition, LLC for a portion of the building located at 85 Sigourney Street in order to relocate the high school culinary program on the terms and conditions as generally set forth on the Summary of Proposed Lease Terms attached hereto. This authorization is subject to the approval of the lease terms by the Court of Common Council and upon and subject to such terms and conditions that the Corporation Counsel may deem appropriate and in the best interests of the City and Hartford Public Schools.
3. Contract Approval: Middlebury Interactive Languages $887,190 (Supt et al.)

The Board of Education has set the improvement of curriculum and instruction for English Language Learners as a priority for the district. This priority is at the heart of ensuring that ELL students meet the common core high standards in all academic areas. Hartford Public Schools will contract with Middlebury Interactive Languages to create ELL online curricula for the school year and during the summer, provide professional development, create teacher support materials, and to provide consulting services.

That the Hartford Board of Education authorizes the Superintendent to execute a contract with Middlebury Interactive Languages for the term delineated in the contract ending June 30, 2015 at a cost not to exceed $887,190.

4. Contract Approval: Hartford Parent University $79,166 (Supt et al.)

The implementation of district-wide training for families is a core component of the district’s multi-year Family and Community Engagement Plan created by parents and presented by parents to the Board in June 2013. As part of this effort, Hartford Public Schools seeks to support family engagement in student achievement through a contract with Hartford Parent University to support families as partners in learning to increase student success and close achievement gaps.

That the Hartford Board of Education authorizes the Superintendent to execute a contract with Hartford Parent University for the term delineated in the contract ending June 30, 2014 at a cost not to exceed $79,166.

B. Consent Agenda

5. Contract Amendment Approval: Scholastic Math 180 $37,475 (Supt et al.)

The Board has previously authorized the superintendent to execute a contract with Scholastic Math 180 at a cost not to exceed $117,975. This contract is a continuation of the original contract to add job-embedded coaching for teachers. Coaches will assist teachers with content understandings and instructional strategies. Teachers will be provided with twenty-five coaching days throughout the school year.

That the Hartford Board of Education authorizes the Superintendent to execute an amendment to the contract with Scholastic Math 180 of $37,475 for additional job-embedded coaching for teachers.

6. Interim Administrative Appointment (Supt. et al)

The Hartford Board of Education approves the Superintendent’s recommendation to appoint Paula Erickson to the position of Interim Principal, Opportunity High School, for the period of January 22, 2014 through June 30, 2014.

VII. Adjournment

Upcoming Board of Education Meeting

- BOE Special Meeting: Tuesday, February 4, 2014 at 5:30 PM at Museum Academy at Wish School, 350 Barbour Street, Hartford. Topics: (1) Strategic Operating Plan Update, (2) Special Education.
- BOE Regular Meeting – Tuesday, February 18, 2014 at 5:30 PM at Journalism and Media Magnet Academy, 150 Tower Avenue, Hartford Connecticut 06120.
AGENDA

ITEM # 1

NEW BUSINESS

APPROVAL OF SITE FOR KINSELLA MAGNET SCHOOL FOR THE PERFORMING ARTS HIGH SCHOOL EXPANSION

JANUARY 27, 2014

DR. KISHIMOTO

DR. SLATER

BACKGROUND

The Kinsella Magnet School for the Performing Arts (KMSPA) has expanded its PK-8 school to include high school grades 9-12. Due to space restrictions, the school cannot expand at its current site, 65 Van Block Avenue.

The high school component, which currently enrolls students in grades 9 and 10, is temporarily housed at 245 Locust Street. The City Council has approved $33 million to construct a new facility for the new KMSPA high school component.

The Hartford Board of Education Administration has investigated several sites for the proposed new KMSPA. The HBOE Administration is seeking approval to construct the KMSPA high school building on City property adjacent to SAND Elementary School, located at parcels #243248135 and #243249144 on Main Street.

RECOMMENDATION

That the Hartford Board of Education approves the Superintendent’s recommendation to construct the Kinsella Magnet School for the Performing Arts High School on City-owned property availed to Hartford Public School which is adjacent to SAND Elementary School, located at parcels #243248135 and #243249144 on Main Street.
Executive Summary

As part of the Sheff negotiations Kinsella was approved for expansion to a 9-12 high school to accommodate the strong desire of students who want to continue their education at a performing arts school. Currently, Kinsella High School has expanded to grades 9 and 10 and will expand to grade 11 in the 2014-2015 school year. The high school is currently being incubated at 245 Locust Street until a permanent site can be located and built.

The requirements for the new Kinsella High School:

- 85,000 - 95,000 square foot
- An auditorium that will seat 600
- Enough classroom space to accommodate 400 students

The budget for this project is $33 million.

The Hartford School Building Committee has selected the architect for the design and construction of Kinsella High School. However, a site needs to be approved by the Hartford Board of Education before they can proceed with the contract. The approval of the site is essential to maintain the construction timeline.

Over the past 2 years, the Hartford Public School administration has investigated several possible sites, but all have been deemed unfeasible for various reasons. (Investigated sites included but not limited to: MDC Building, the Hartford Club, several buildings and a parking lot near the Bushnell, 200 Constitutional Plaza, Colt Complex and property in Colt Park.)

Recommendation:

Hartford Public School administration has identified a parcel of land #243248135 and #243249144 to build the new Kinsella Magnet High School of Performing Arts. This land is adjacent to America’s Choice at SAND School. It is currently owned by the City of Hartford and maintained by Hartford Public Schools. The recommended site has been discussed at the December’s Choice and Facilities Committee Meeting.
AGENDA

ITEM # 2

NEW BUSINESS

APPROVAL OF LEASE AGREEMENT
WITH LINCOLN CULINARY INSTITUTE
FOR HOUSING THE CULINARY ARTS ACADEMY DURING CONSTRUCTION AT WEAVER HIGH SCHOOL

JANUARY 27, 2014

AMOUNT
$4,630,118 (approximate cost over 4-year period)

FUNDING SOURCE
GENERAL BUDGET

BACKGROUND

The Hartford Public Schools was awarded $100 million through Substitute Senate Bill No. 876 Public Act No. 13-243 for renovations to Weaver High School. The 2013-14 school year will be used for a planning year and, subsequently at a time to be determined, the construction project will ensue. The Culinary Arts Academy at Weaver High School is the sole academy remaining in the building. Due to the pending construction renovation to the sight, the academy must be relocated to an appropriate educational space. Lincoln Culinary Institute (LCI) has expressed their interest in pursuing a partnership that will: provide temporary housing for the Culinary Arts Academy and provide for staff and student opportunities post construction renovation. Lincoln Culinary Institute provides the necessities required to continue the educational offerings of the Culinary Arts Academy: culinary arts facilities, experts in the field of Culinary Arts and Hospitality, classroom space, office space, partnership opportunities.

During the construction renovation period, the Culinary Arts Academy is projected to have a student enrollment between 240-260 students. Student transportation will be provided for those students who meet transportation requirements.

Hartford Public School personnel and LCI representatives are currently in negotiations to determine costs associated with the project.

This is a 4-year lease agreement. Upon completion of the renovation project at Weaver High School, the Culinary Arts Academy will return to the 415 Granby Street campus to be one of three (3) academies on the renovated site.

Budget:
Rent: $2,452,718 (over 4 years)
Operating Expenses: $921,228 (over 4 years)
Real State Taxes: $256,172 (estimated over 4 years)
Improvement Costs - $1,000,000

RECOMMENDATION
That the Board of Education authorizes the Superintendent to execute a lease with NN Acquisition, LLC for a portion of the building located at 85 Sigourney Street in order to relocate the high school culinary program on the terms and conditions as generally set forth on the Summary of Proposed Lease Terms attached hereto. This authorization is subject to the approval of the lease terms by the Court of Common Council and upon and subject to such terms and conditions that the Corporation Counsel may deem appropriate and in the best interests of the City and Hartford Public Schools.
SUMMARY OF PROPOSED LEASE TERMS

1. **Premises**: Space on the first (1st) floor and the second (2nd) floor of the building located at 85 Sigourney Street, Hartford, which space includes 41,874 rentable square feet. The contemplated renovations are set forth on attached plans.

HPS shall have the right to use the gym and the library in the building during the hours of 8:00 a.m. to 3:30 p.m. Monday through Friday, except only legal holidays and non-school days and school holidays for the HPS.

The right to the exclusive use of fifteen (15) parking spaces located on the property to be designated by the landlord (NN Acquisition, LLC).

2. **Base Rent**:

<table>
<thead>
<tr>
<th>Sublease Year</th>
<th>Annual Base Rent</th>
<th>Monthly Amount</th>
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3. **HPS’s Share of Operating Expenses**: Eleven and 4/10ths percent (11.40%) of operating expenses in the following amount:

<table>
<thead>
<tr>
<th>Sublease Year</th>
<th>Annual Additional Rent</th>
<th>Monthly Amount</th>
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</tr>
<tr>
<td>4</td>
<td>$230,307.00</td>
<td>$19,192.25</td>
</tr>
</tbody>
</table>

4. **HPS’s Share of Real Estate Taxes**: Eleven and 4/10ths percent (11.40%) of the actual real estate taxes. The initial estimate for monthly real estate tax payments for 2014 is $5,228. Estimate for annual real estate taxes is $62,736.

5. **Improvement Costs**: The estimated improvement cost as of the date hereof is $1,000,000 which aggregate number includes:

   i. a construction administration fee of $50,000 payable to landlord; and

   ii. out-of-pocket costs incurred by landlord for the:
a. Construction Administrator’s services; and
b. Architect’s services in the amount of $_______ prior to the date of
   the Lease for the preliminary design of the Space Plan; and
c. Architect’s services after the date of the Lease;
d. Engineer’s services; and

iii. the out-of-pocket costs for any attorney engaged by landlord in connection with
     the contracts for the Architect, the Engineer, the Construction Administrator, and
     the Contractor/the CM and the Subcontractors or in connection with the
     construction of the improvements (but not in connection with the negotiation, the
     execution and the delivery of the lease); and

iv. the out-of-pocket costs incurred by landlord for the demolition and the
    construction in connection with the improvements.

6. **Payment of Improvement Costs:**

   a. 1st payment in the amount of $250,000 upon execution of lease;
   b. 2nd payment in the amount of $650,000 due upon Substantial Completion;
   c. 3rd payment in the amount of $100,000 within thirty (30) days of completion of
      the Improvements, plus any adjustments for change orders.

7. **Commencement Date:** August 1, 2014

8. **Term:** 4 years (July 31, 2018)

9. **Permitted uses and permitted hours of operation:**

   a. Solely for the operation of a cooking/culinary school for education of HPS
      students in the art and science of food preparation, for related school
      administration purposes and for related incidental uses such as meals for
      students and for no other purpose.

   b. Solely during the hours of 7:00 a.m. - 6:00 p.m. Monday through Friday.

10. **Landlord’s services.** Landlord shall furnish solely the following services to the
     Premises: a) Heating, Ventilation and Air Conditioning; b) elevators; c) electricity; d)
     janitorial services; e) water Cold and hot water at standard building temperatures to all
     lavatories, for ordinary drinking, cleaning, sanitary and lavatory purposes, and to all
     kitchens (including food preparation areas).

11. **Tenant’s Repairs.** Tenant at its sole expense shall maintain the interior portions of the
     Premises including the tenant’s Improvements and the interior fixtures and
     appurtenances, including entrances and vestibules, partitions, windows, window frames,
     glass, moldings, doors, door openers, light bulbs, fluorescent tubes, lighting fixtures
     (including component parts such as starters, ballasts, lenses or grills), furnishings and all
     items installed by tenant, in good condition and repair, but tenant shall not be
     responsible for (a) structural repairs; and (b) repairs required to be made by landlord.
12. **Early Termination.** HPS can terminate the lease prior to the expiration date of the term provided HPS reimburses the landlord for all of the improvement costs and provides at least twelve (12) months prior written notice.
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AGENDA

ITEM # 3

NEW BUSINESS

CONTRACT APPROVAL
MIDDLEBURY INTERACTIVE LANGUAGES

AMOUNT
$887,190

JANUARY, 27, 2014
DR. KISHIMOTO
MR. GENAO
MR. ROLDAN

FUNDING SOURCE
SPECIAL FUNDS

BACKGROUND

Middlebury Interactive Languages is an academic leader in world languages instruction for K-12 students. They provide access to superior language programs and prepare students with the skills and cultural understanding to compete in the 21st Century global marketplace. Their customized courses and programs are designed specifically for individual grade levels.

The Board of Education has set the improvement of curriculum and instruction for English Language Learners as a priority for the district. This priority is at the heart of ensuring that ELL students meet the common core high standards in all academic areas. There is a need for ESL curricula that supports content learning in the mainstream classroom for ELLs. Middlebury Interactive Languages will provide an integrated ELL program including the creation of online curricula, professional development and teacher support materials to improve outcomes our ELL Levels 1 and 2 in Grades 4-8. MIL will design ELL modules to support students in developing their college and career-readiness; particularly academic language and learning priorities associated with English Language Arts Common Core Standards. The modules will be designed for blended learning classroom settings. These modules will be designed in consultation with our district’s ELL coaches and ESL teachers. The school-year ELL program will operate within the structure of Hartford’s current programs, but drastically reframe the way ESL instruction is delivered. Hartford Public Schools seeks to partner with Middlebury Interactive Languages to provide our teachers and students with blended learning online curricula, professional development, support materials, and consultation services.

RECOMMENDATION

That the Hartford Board of Education authorizes the Superintendent to execute a contract with Middlebury Interactive Languages for the term delineated in the contract ending June 30, 2015 at a cost not to exceed $887,190.
CONTRACT/CONSULTANT INFORMATION FORM

(Please include all anecdotal and assessment data that should be considered in continuing/renewing this contract/consultant)

NEW _X_____ CONTINUATION _____

Contract Title/Consultant Name: Middlebury Interactive Languages

Contact Person: Monica Quinones

School/Department: Early Literacy and Parent Engagement

Amount of Contract: $887,190

Funding Source: Special Funds

<table>
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<th>Sites</th>
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<th>Number of Staff To Be Served</th>
<th>District Accountability Plan</th>
<th>Target Achievement Rate</th>
<th>Cost Per Unit/Student</th>
<th>Competitively Bid or Sole Source</th>
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<td>SOP</td>
<td></td>
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<td>Sole source</td>
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Briefly describe the purpose of the contract:

Hartford Public Schools will contract with Middlebury Interactive Languages to create an online ESL curriculum, provide professional development, create teacher support materials, and provide consulting services.

Please indicate the population to be served.

ESL students in levels 1 and 2 in grades 4-8.

What are the expected outcomes and benefits to HPS students?

ELL students will increase language acquisition with special emphasis on academic language to help them enter mainstream English classes sooner. These students will be better prepared to learn content in English and achieve the Common Core State Standards.

How is success evaluated? If this is a continuation of contract, please provide the most recent evaluation.

Success will be evaluated by the number of students who increase level in grades 4-8 as measured by the ESL state assessments.

Form revised 2-2012
City of Hartford
Sole Source Justification Form
(Please refer to Sole Source Procurement Policy for further Explanation)

Date: January 21, 2014
Requestor: Kelvin Roldan / Eduardo V. Genao  Department: Office of Early Literacy and Parent Engagement
Sole Source Vendor: Middlebury Interactive Languages  Amount of Request: $887,100

Part I – Detailed Explanation of Product or Services
Middlebury Interactive Languages (MIL) will provide an integrated ELL Program, including the creation of online curriculum, professional development and teacher support materials to improve Levels 1 and 2 ELL outcomes for Hartford Public Schools (HPS) students in two cohorts: Grades 4-5 and Grades 6-8. A series of ELL modules will be designed to support students in developing their college and career readiness, particularly academic language and learning priorities associated with Math and English Language Arts Common Core Standards. The modules will be designed for blended learning classroom settings. For each grade cohort, Middlebury Interactive Languages will develop no less than:
- 80 learning modules and 20 project modules for Level 1, Grades 4-5
- 80 learning modules and 20 project modules for Level 1, Grades 6-8
- 80 learning modules and 20 project modules for Level 2, Grades 6-8

There will be no less than ten (10) professional development workshops (four online and six on-site) provided to support ELL and classroom teachers prior to the start of each semester and during the academic year.

A five-week summer program for ELLs will be provided based on the Hartford Public School/Middlebury Interactive Languages ELL Academic Year Program and designed to bridge students’ progress into the upcoming academic school year.

MIL will also provide no less than 25 hours and no more than 35 hours of consulting services to assist HPS with its strategic planning in World Languages.

Part II – Sole Source Justification Criteria
Please select the most appropriate justification: (Uniqueness, Legitimacy, Compatibility, Compliance.)
Middlebury Interactive Languages (MIL) is unique in offering a custom-built English language acquisition program that is not available currently in the K-12 marketplace. MIL will leverage its resources, experience and expertise to design and build a custom program focused specifically on improving the learning outcomes of HPS students that will become a national model for ELL education.

MIL is the only provider that has sole access to the resources and academic expertise of Middlebury College, the Middlebury Summer Language Schools, and the Monterey Institute of International Studies. Middlebury Interactive Languages provides access to superior world language programs and is the industry leader in developing quality digital learning tools that provide students with the skills to be competitive in the 21st Century global marketplace.

MIL has taken Middlebury College’s renowned world language pedagogy, which has been developed and refined over the past 100 years, and translated it to online and blended learning settings. Our programs were developed in collaboration with Middlebury College professors and other Ph.D.-level team members working with leading-edge technologists and digital learning experts. An unyielding commitment to academic excellence and developing content that is specifically designed for the grade level it serves is what sets them apart from other providers.

Middlebury Interactive currently serves the language education needs of nearly 170,000 K-12 students nationwide. Their programs are deployed in nearly 1,200 schools, from the largest urban public school districts like New York
City, Chicago, and Miami-Dade, to the smallest districts in small towns. MIL also has a statewide online language instruction contract with the State of Delaware and a partnership with the Provo School District to provide Provo and any other Utah students with access to online world language courses.

MIL believes in third-party measuring of the effectiveness of their programs, which is why researchers at Johns Hopkins University are currently conducting a comprehensive evaluation of their 2012-2013 programs. The preliminary results, taken from data generated by educators and students, show that their programs are very successful in promoting cultural awareness and increasing language proficiency. They intend to conduct a similar third party evaluation for the HPS program.

Part III – Business Rationale

Be specific in answering all questions and attach additional pages if necessary.

1. Why is the requested vendor the only one that can satisfy the requirements and what are the unique properties that are unavailable with any other vendor? Give specific characteristics, compatibilities, capabilities and requirements.

   Middlebury Interactive Languages has established leadership in world language instruction for K-12 students, both digital and classroom-based, and is now translating its expertise into the development of effective ELL programs. Based on its experience with world language immersion programs and an EL program in Lynn, Massachusetts, HPS and Middlebury Interactive Languages are partnering to create a program that incorporates a number of innovative components, all based on the framework of MIL’s interactive research-based second language acquisition pedagogical principles. There are other language acquisition programs available on the market, for example: Rosetta Stone, ELLIS (Pearson) and English 360. Yet, Middlebury Interactive Languages is the only provider that can deliver a custom developed solution focused on meeting the unique needs of Hartford Public Schools while employing the latest in second language acquisition theory and the use of cutting edge blended learning practices. Other programs, including Transparent, English Town and Mango, do not offer this customized solution or targeted professional development. In addition, on a national scale, ELL modules do not exist.

2. What alternative sources were reviewed & evaluated to support this claim? Please summarize findings.

   Sources that were reviewed and found to be lacking in supporting our needs were:
   - Rosetta Stone: Does not offer custom developed solution focused on our unique needs or professional development.
   - ELLIS (Pearson): Does not offer custom developed solution focused on our unique needs.
   - English 360: Does not offer custom developed solution focused on our unique needs.
   - McGraw Hill ELT: Does not offer online curriculum solution.
   - Transparent: Does not offer custom developed solution focused on our unique needs or targeted professional development.
   - English Town: Does not offer custom developed solution focused on our unique needs professional development.
   - Mango: Does not offer custom developed solution focused on our unique needs professional development.

3. Will this purchase obligate the City for future purchases, such as maintenance? If yes, please describe.

   No.

4. What efforts were made to get the best possible price, and why is it considered to be fair and reasonable?

   The original price was close to $1.47 million dollars. In working with the vendor to reduce costs and tailor the program to our needs, the price was reduced by $580,000. We worked hard in understanding the price structure and pushed back on the original quote.
5. Any other information that supports the need for the sole source request.

We currently have 486 ELL students in levels 1 or 2 in grades 4-8. There are approximately 45 ESL/Bilingual Teacher servicing students in grades K-8, not including classroom teachers.

Part IV – Approvals (Purchasing Agent approval required if amount greater than $10,000)

[Signature] 01/17/14
Department Head Date Purchasing Agent Date
To Whom It May Concern:

Middlebury Interactive Languages, LLC, a joint partnership of Middlebury College and K12 Inc., is the sole provider of the Middlebury Interactive Languages online course curriculum. Our courses are proprietary and have been developed in conjunction with Middlebury College by expert curriculum developers in language acquisition. Our curriculum offers rich content that has been carefully designed to meet state and national standards and provides the flexibility to be taught by your certified instructors or ours.

Our courses engage students in a variety of activities and assessments appropriate to the courses being studied, including speaking, reading, listening and writing assignments, assessments and cultural activities. Middlebury Interactive’s portfolio of language offerings is dynamic, flexible and engaging to students – in an immersive environment. Our courses consist of several activity types and practices which support the immersion philosophy. English Language learning strategies, such as use of comprehensible input, task-based learning, real-life contexts and making hypotheses about language, can be found consistently and frequently throughout the courses. Course activities encourage student engagement by creating an environment that instills a desire to interact and communicate in English.

Middlebury Interactive Languages provides an online solution. As a result, students need only a web browser to access our solution. Our courses are designed to run online and are supported by a research-based professional development program. The unique curriculum solution we offer is not available from another provider.

Please let me know if any additional information is required.

Sincerely,

Tom Cecere
Chief Operating Officer
Contract For Professional Services  
By And Between  
The Hartford Board of Education  
And  
Middlebury Interactive Languages

This Contract for Professional Services (the "Contract") is made and entered into by and between the HARTFORD BOARD OF EDUCATION, a municipal body and state agent established pursuant to Chapter IX, Section 1 of the Charter of the City of Hartford, Connecticut, having an address and place of business at 960 Main Street, 8th Floor, Hartford, CT 06103, acting herein by Dr. Christina M. Kishimoto, Superintendent, ("HBOE") and MIDDLEBURY INTERACTIVE LANGUAGES, having an address and place of business at 23 Pond Lane, Middlebury, VT 05753, acting herein by Jane Swift, its Chief Executive Officer ("Contractor"). HBOE and the Contractor do mutually covenant and agree as follows:

1. Scope of Services:

Contractor shall perform those professional services and provide the related materials, all as specified in the Scope of Services set forth in Exhibit A attached hereto and made a part hereof (collectively, the "Services" or "Project").

2. Term:

The term of this Contract shall commence on the February 1, 2014 and end on June 30, 2015, unless terminated earlier pursuant to Section 15 below (the "Term"). Upon the mutual written consent of HBOE and Contractor received no later than thirty (30) days prior to the end of the then current term, the parties may extend the term of the Contract for up to two (2) successive six (6) month terms.

3. Compensation:

The total amount of compensation to be paid to Contractor by HBOE for Services provided by or on behalf of Contractor in accordance with this Contract shall not exceed Eight Hundred Eighty Seven Thousand One Hundred and Ninety ($887,190) Dollars (the "Contract Price"), which Contract Price shall be payable as set forth below. Contractor acknowledges and agrees that the Contract Price constitutes the full compensation to Contractor for the Services to be performed hereunder, and includes all costs and expenses to be incurred by or on behalf of Contractor in performing the Services.

Contractor shall submit numbered invoices monthly for Services rendered in accordance with this Contract. Such invoices shall include the following:

a. Certification by the Contractor that the Services invoiced were provided;
b. A description of the Services invoiced;

c. A written progress report concerning provision of the Services if required by HBOE.

HBOE's obligation to make any payments for any Services rendered hereunder is expressly contingent upon Consultant having satisfactorily performed the same. Contractor agrees to meet with HBOE representatives to discuss the Contractor's performance of the Services, as HBOE deems necessary. HBOE reserves the right to delay payment, adjust payment or suspend or terminate this Contract in the event that Contractor's performance is not satisfactory or in compliance with the terms of this Contract. Payment will be made by HBOE for any Services provided in accordance with the terms hereof within thirty (30) days of its receipt of Contractor's invoice submitted in accordance with the terms of this Section 3.

4. Grant of License and Course Access:

In consideration of the Contract Price paid by HBOE to Contractor and subject to the terms and conditions of this Contract, Contractor hereby grants to HBOE a non-exclusive, non-transferable license for access to the Contractor's online courses, curriculum, learning management system and/or related instructional tools and online services as to be developed according to this Contract and more fully described in Exhibit A ("ELL Courses"). For the avoidance of doubt, as a consequence of this license grant, HBOE may offer ELL Course access to schools and programs within the Hartford Public School District ("HPS") and schools participating in the Commissioner's Network as identified by the Connecticut State Department of Education. Additionally, upon the conclusion of the Term of this Contract, any updates or modifications to ELL Courses shall be deemed outside the scope of Services and must be contracted for in a separate agreement.

5. Performance Standards:

Contractor shall perform all Services in a timely manner with professional skill and competence, and in accordance with: (i) generally accepted practices of, and pursuant to a standard of care exercised by, professionals providing similar services under like circumstances; (ii) all applicable laws, rules, regulations, orders and permits of any federal, state, or local governmental or quasi-governmental entity having jurisdiction over this Contract, including but not limited to those ordinances pertaining to affirmative action and the living wage; (iii) the terms and conditions of this Contract, and (iv) any and all directives or instructions provided or issued by HBOE.

6. Evaluation Standards:

Contractor and HBOE agree that they will fully cooperate with one another in the development and implementation of a system for the continuous evaluation of the Services to be provided pursuant to this Contract. To effectuate the foregoing, Contractor and HBOE will meet within the first ninety (90) days of the Term to establish mutually a mutually agreed upon evaluation system. HBOE reserves the sole right to evaluate the Contractor's performance pursuant to this Contract, and Contractor agrees
to comply with all performance evaluation determinations made by HBOE. Contractor further agrees to comply with all reasonable recommendations regarding Contractor's performance made by HBOE as a result of such evaluation; provided, however, that HBOE agrees to provide the Contractor with any and all reports and records related to such evaluation that can be provided under applicable law. Contractor agrees that its failure to comply with reasonable recommendations of HBOE pursuant to any such evaluation shall be considered a breach of this Contract and may result in termination of this Contract.

7. Intellectual Property of Contractor and its Affiliates

HBOE acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, materials and any and all derivatives thereof (collectively, Works) made available to HBOE pursuant to this Contract are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws and Contractor (or its affiliates or licensors) own all right, title and interest in and to the Works. HBOE acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted pursuant to this Contract. Except as expressly authorized in writing by an officer of Contractor, HBOE agrees not to sell, license, sub-license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of the Works. HBOE will not act or permit any action that would impair any of Contractor's (or its affiliates' or licensors') rights in the Works. HBOE agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in this Contract; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of HBOE or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of Contractor or its affiliates displayed on any portion of the Works. HBOE shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. HBOE acknowledges that in the event HBOE breaches any provision contained in this paragraph, Contractor's interests will be irreparably injured, the full extent of Contractor's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. HBOE agrees that Contractor will be entitled to enforce this agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

Revised 12/2011
8. Anti-Discrimination and Affirmative Action:

Contractor agrees to abide by all applicable provisions of the Hartford Municipal Code, state law, and federal law regarding discrimination in employment in performing this Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental or physical disability, marital status or sexual preference. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated, without regard to their race, color, religion, age, sex, national origin, mental or physical disability, marital status or sexual preference. Such action shall include, but not be limited to the following: employment; upgrading; demotion; transfer; recruitment; recruitment advertising; layoff; termination; rates of pay or other forms of compensation; and selection for training and apprenticeship. Contractor shall incorporate or cause to be incorporated, the provisions of this clause in all subcontracts it enters into pursuant to this Contract.

9. Personnel:

It is expressly understood and agreed that this is a Contract for Services and is not a contract of employment, so that Contractor, its subcontractors and their respective employees, agents, contractors, suppliers and representatives shall not be entitled to any employment benefits such as vacation, sick leave, insurance, or workers' compensation or retirement benefits.

10. Confidential Information:

In the course of this Contract, it is anticipated that the parties will learn of information or will have access to certain information and materials that constitute confidential information of the other (the "Confidential Information"). Confidential Information shall also include information provided by one party, which under the circumstances surrounding the disclosure would be reasonably deemed confidential or proprietary. Confidential Information shall not be released by the receiving party to anyone except an employee, or entity who has a need to know same, and who is bound by confidentiality obligations at least as restrictive as those contained herein. Neither party will use any portion of Confidential Information provided by the other party hereunder for any purpose other than those provided for under this Contract. Notwithstanding anything contained herein to the contrary, the term "Confidential Information" shall not include information which: (i) was previously known to a party; (ii) was or becomes generally available to the public through no fault of the receiving party ("Recipient"); (iii) was rightfully in Recipient's possession free of any obligation of confidence at, or subsequent to, the time it was communicated to Recipient by the disclosing party ("Discloser"); (iv) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. Notwithstanding the foregoing, either party may disclose Confidential Information, to extent required, in response to a valid court order or other governmental body, as otherwise required by law or the rules of any applicable securities exchange.
The obligation of confidentiality described in this Section 3 shall survive termination of this Agreement for any reason.

11. Indemnification:

Each party shall indemnify and hold harmless the other, its affiliates and their respective officers, directors, employees, licensees and agents from and against all claims, losses, damages and expenses, including reasonable attorney's fees, resulting from a breach of this Contract, any of its warranties or representations including, without limitations, its warranties and representations that each party will operate in accordance with applicable laws, or any grossly negligent act, omission or willful misconduct of it, its employees, sales persons, or others contracted by such party in the performance of this Contract or the infringement or alleged infringement of any copyright, trademark, trade secret, patent, or other proprietary or other intellectual property rights of any third party by the promotional materials provided by a party hereunder and that are not the intellectual property a party hereunder.

12. Insurance:

Contractor shall furnish the following insurance coverage within ten (10) days of Contractor's execution of this Contract. Such coverage shall remain in full force for the duration of the Term, including all extensions thereof. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

HBOE and City shall be named as an additional insured as their interests may appear on all insurance required hereunder except workers' compensation and professional liability insurance. All insurance must be issued by an insurance company licensed to conduct business in the State of Connecticut and have an A. M. Best rating of no less than A- VII. All, deductibles are the sole responsibility of Contractor to pay and/or indemnify.

a) Commercial general liability insurance with a broad form endorsement including coverage for property damage as well as endorsements for contractual liability, independent contractors, premises operations, products and completed operations and personal injury coverage insuring against damages to persons and property including, but not limited to, loss of life with limits no less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury, or property damage. If a general aggregate is used, the general aggregate shall apply separately to the project or the general aggregate limit shall be $2,000,000.

b) Workers' Compensation Insurance must be maintained by Contractor in accordance with Connecticut statutes.

c) Automobile Liability with limit of no less than $500,000 combined single limit per accident. Coverage extends to owned, hired and non-owned automobiles. If contractor does not own vehicle used in the execution of the contract, then only hired and non owned coverage is required. If a
vehicle is not used in the execution of the contract then automobile coverage is not required.

d) If deemed necessary by the HBOE, Professional liability insurance shall be maintained with a limit of not less than $1,000,000 per claim. If written on a claim made basis, the retro date, if any, shall be prior to the effective date of the contract.

It is further agreed the amount of insurance required herein does not, in any way, limit the liability of the Contractor by virtue of its promise to hold the HBOE harmless so in the event any claims results in a settlement or judgment in any amount above the limits set in the above sections, the Contractor shall be liable to, or for the benefit of, the HBOE, for the excess.

Contractor and HBOE hereby expressly agree that the provision of such insurance in the amounts thereof do not in any way limit Contractor’s obligation under Section 8 of this Contract.

13. Conflict of Interest:

The Contractor and HBOE each agree that no member of the governing body of HBOE or its designees or agents, and no other public official who exercises any function or responsibility with respect to this Contract shall have any personal or financial interest, direct or indirect during the individual’s tenure or thereafter, in connection with this Contract. Contractor shall cause the immediately preceding sentence to be incorporated into all subcontracts it enters pursuant to this Contract.


14.1 Events of Default

Any of the following occurrences or acts shall constitute an Event of Default under this Contract:

(i) Whenever either party shall do, or permit anything to be done, whether by action or inaction, contrary to any of the covenants, agreements, terms or provisions contained in this Contract which on the part or behalf of either party are to be kept or performed, and either party fails to correct any such breach within ten (10) days after party’s receipt of written notice of such breach from other party; or

(ii) If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that Contractor’s management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to Contractor’s performance of this Contract; or
(iii) whenever an involuntary petition shall be filed against Contractor under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of Contractor or of or for the property of Contractor shall be appointed without the acquiescence of Contractor, or whenever this Agreement or the unexpired balance of the term would, by operation of law or otherwise, except for this provision, devolve upon or pass to any person, firm or corporation other than Contractor or a corporation in which Contractor may be duly merged, converted or consolidated under statutory procedure, and such circumstance under this subparagraph shall continue and shall remain undischarged or unstayed for an aggregate period of sixty (60) days (whether or no: consecutive) or shall not be remedied by Contractor within sixty (60) days; or

(iv) whenever Contractor shall make an assignment of the property of Contractor for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Contractor under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by Contractor under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever Contractor shall desert or abandon the Project; or

(v) If any competent authority shall have determined that Contractor is in default of any federal, state or local tax obligation; or

(vi) Pursuant to Resolutions passed by the City's Court of Common Council on March 4, 1996 and January 13, 1997, if Contractor or any of its principals are in default of any tax or other financial obligations which are owed to the City. Default shall be considered to have occurred under this subsection when any payment required to be made to City is more than thirty (30) days past due.

14.2 Election of Remedies:

If any Event of Default hereunder shall have occurred and be continuing, either party may elect to pursue any one or more of the following remedies, in any combination or sequence:

(i) Suspend Project operation;

(ii) Require defaulting party to correct or cure such default to the satisfaction of non-defaulting party; and/or
(iii) Terminate this Contract for cause in accordance with Section 14 hereof.

The selection of any remedy shall not prevent or prohibit either party from pursuing any other remedy and shall not constitute a waiver by non-defaulting party of any other right or remedy.

15. Termination of Contract:

15.1 Termination for Cause:

Upon the occurrence of any Event of Default, as set forth in Section 14.1 hereof, non-defaulting party may terminate this Contract by giving five (5) days' written notice thereof to defaulting party.

15.2 Termination for Non-availability of Funds:

In the event HBOE shall not have funds available for the Project, HBOE may terminate this Contract following written notice thereof to Contractor.

15.3 Termination at Will:

HBOE or Contractor may terminate this Contract at any time by giving thirty (30) days' prior written notice thereof to the other party.

15.4 Payment upon Termination:

In the event this Agreement is terminated pursuant to Sections 14.2 or 14.3 above and unless Contractor is in default hereunder, HBOE shall make full payment to Contractor for all Services performed in accordance with this Contract up to and including the date of termination within sixty (60) days of such date of termination and presentation of Contractor's invoices therefore in accordance with Section 3 above.

16. Amendment:

This Contract may be amended or modified only by a writing duly executed by the parties to this Contract.

17. Limitation on Liability and Limited Warranty:

17.1 LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS OR INCOME OR OTHER CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (WHETHER FROM BREACH CONTRACT OR WARRANTY OR FROM NEGLIGENCE, STRICT LIABILITY OR ANY OTHER FORM OF ACTION), EVEN IF THEY HAD BEEN
ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTIES AGGREGATE, CUMULATIVE LIABILITY TO THE OTHER ARISING OUT OR RELATED TO THIS CONTRACT EXCEED THE AMOUNT OF COMPENSATION HBOE HAS PAID TO CONTRACTOR UNDER THIS CONTRACT. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS DESCRIBED HEREIN SHALL NOT APPLY TO THE EXTENT THAT THE COSTS OR DAMAGES TO A PARTY RESULT FROM THE GROSS NEGLIGENCE OR INTENTIONAL ACTIONS OR INACTIONS OF THE OTHER PARTY OR ITS EMPLOYEES OR AGENTS OR THEIR BREACH OF SECTIONS 9 OR 10.

17.2 LIMITED WARRANTY. Contractor warrants that it has the title and distribution rights to the Trademarks as set forth herein and has the right to grant the licenses hereunder and to fully perform under this Contract. ALL CONTRACTOR PRODUCTS AND SERVICES (IF ANY) ARE PROVIDED "AS IS" AND EXCEPT AS EXPRESSLY PROVIDED HEREIN CONTRACTOR MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY OR PERFORMANCE OF THE SOFTWARE PRODUCTS AND CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF ANY STUDENTS. WITHOUT LIMITING THE FOREGOING, CONTRACTOR MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESSIBILITY OF THE CONTRACTOR OR AFFILIATE WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE REASON.

18. Subcontracts:

Contractor may subcontract a portion of the Services to be provided under this Contract with the prior written consent of HBOE; provided, however, that HBOE shall not be liable for the payment of any wages or other expenses to such subcontractors.

19. Disclaimer of Third Party Beneficiary:

Nothing contained in this Contract shall be deemed to confer upon any person any right as a third party beneficiary of this Contract. Nor shall Contractor, its employees, representatives, assigns, or subcontractors be deemed agents or employees of HBOE or the City.

20. Records:

Contractor agrees to establish and maintain fiscal control and accounting procedures to assure proper accounting for all funds paid by HBOE to Contractor pursuant to this Contract. Contractor further agrees to maintain all records and documents respecting this Contract and performance of this Contract until an audit acceptable to HBOE has been completed and all questions arising there from have been resolved, or until three
(3) years after disbursement of the final payment under this Contract has been made, whichever occurs first.

All costs and expenditures incurred by the Contractor pursuant to this Contract shall be supported by properly executed payrolls, time records, invoices, vouchers, receipts, leases, or similar documentation. Contractor shall make available all records and documents relating in any way to performance of this Contract for examination by HBOE or its designee during normal business hours as often as deemed necessary by HBOE.

21. Reports and Records:

Contractor shall furnish HBOE with such reports and other information concerning the Services performed pursuant to this Contract as may be required by HBOE from time to time. All information, reports and other documents prepared by the Contractor in performance of this Contract shall be the sole and exclusive property of HBOE, and shall not be made available to any individual or organization without the prior written consent of HBOE.

22. Copyright:

No reports pursuant to this Contract shall be the subject of any copyright or other intellectual property right of Contractor.

23. Assignment:

Contractor shall not assign or transfer any interest in this Contract without the prior written consent of HBOE.

24. Severability:

If any provision of this Contract is held invalid, the remainder shall not be affected if such remainder would continue to conform to the terms of applicable law.

25. Governing Law:

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and the City’s Municipal Code without regard or resort to conflict of laws principles.

26. Notices:

All notices, approvals, demands, requests, or other documents required or permitted under this Contract shall be deemed properly given if hand delivered or sent by express

Revised 12/2011
mail courier service or United States registered or certified mail, postage prepared, as follows:

To HBOE: Hartford Board of Education
960 Main Street
Hartford, CT 06103
Attn: Eddie Genao, Chief Early Literacy and Parent Engagement Officer

To the Contractor: Middlebury Interactive Languages
23 Pond Lane
Middlebury, VT 05753
Attn: Jane Swift, Chief Executive Officer

To Corporation Counsel:
550 Main Street
Room 210
Hartford, CT 06103

27. Entire Agreement:
This Contract contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements, whether written or oral, between them respecting the subject matter of this Contract.

28. Non-Waiver:
Any failure of HBOE or Contractor to insist upon strict compliance by the other with the terms of this Contract shall not be deemed a waiver of their respective rights under this Contract. Each party shall have the right to insist upon strict compliance with this Contract by the other, and neither party shall be relieved of any obligation to comply with this Contract, by reason of the failure of the other to comply with or otherwise enforce the provisions of this Agreement.

29. Security Checks:
Pursuant to HBOE Policy 4112.5, Contractor agrees that no employee of Contractor who will work directly with students is listed on any Sex Offender Registry.
IN WITNESS WHEREOF, HBOE and Contractor have executed this Contract as of the Commencement Date.

Witness

HARTFORD BOARD OF EDUCATION

By: Dr. Christina M. Kishimoto
Superintendent

Date: ______________

Witness

MIDDLEBURY INTERACTIVE LANGUAGES

By: Jane Swift
Chief Executive Officer

Date: ______________

Approved As to Form and Legality

Date ______________

Corporation Counsel
EXHIBIT A

SCOPE OF SERVICES

Statement of Work:
The following Statement of Work describes an integrated ELL Program including the creation of online curriculum, professional development and teacher support materials to improve the Level 1 and Level 2 ELL outcomes for Hartford Public Schools’ students in two grade cohorts: Grades 4-5 and Grades 6-8 (Level 1) and Grades 6-8 (Level 2). This proposed Statement of Work specifically addresses the term proposed above (Phase 1). If HBOE wishes to renew the contract (Phase 2), Middlebury Interactive Languages will develop Level 2 for Grades 4-5 and Level 3 for Grades 4-5 and Grades 6-8. Phase 1 of the program will address the following key design priorities:

- **A school-year ELL program** that will operate within the structure of Hartford’s current programs (much of it mandated by state law) but drastically reframe the way it is delivered including:
  
  - **Curriculum development**: ELL online modular lessons based on the Common Core aligned curriculum co-created by Middlebury Interactive staff and HPS content teachers;
  
  - **Blended learning instructional strategies** that will extend the program’s reach beyond the classroom and support the current blended learning initiative;
  
  - **Strategic learning activities in first languages** including the use and sharing with peers of first languages and cultures, and access to world language courses for heritage learners.
• **Professional Development:** A capacity-building approach that includes training general education teachers in ELL, language development pedagogy and technology-supported innovative teaching and learning strategies; and

• **A structured summer ELL curriculum** to reinforce, extend and bridge learning and support improvement in English language proficiency, including academic language. Middlebury Interactive will also provide professional development support for the district-managed and -delivered program.

**Deliverables:**

1. **Online ELL Modules:**
   a. A series of supplemental online modules aligned to Common Core Curriculum Models designed to support improved English language proficiency and content-based instructional strategies for
      • Grades 4-5, Level 1
      • Grades 6-8, Level 1
      • Grades 6-8, Level 2

The ELL modules will be designed to support students in developing their college and career-readiness, particularly academic language and learning priorities associated with math and English language arts Common Core Standards. The modules will be designed for blended learning classroom settings. HPS ELL and content specialists will be consulted for the design and content of the program as expert consultants.

For each grade cohort, Middlebury Interactive will develop no less than:

• 80 learning modules and 20 project modules for Level 1, Grades 4-5
• 80 learning modules and 20 project modules for Level 1, Grades 6-8
• 80 learning modules plus 20 project modules for Level 2, Grades 6-8

• Each module will be a stand-alone unit approximately 30 minutes in duration and will include:
  • The learning objectives of the module for specific skills and content;
  • A pre-diagnostic assessment to establish the student’s readiness to start the module.
  (Note: Depending on the result of the pre-diagnostic assessment, suggestions to work
on other modules prior working on this specific module will be offered to the student and the teacher.);
- Task-based and content-based learning activities directly aligned to the learning objectives of the module; and
- Learning assessment activities within the modules to support monitoring of student progress, and a post-diagnostic assessment at the conclusion of the modules. (Note: If students do not meet all of the outcomes based on the post-assessment, suggestions will be provided to teachers and students for other learning activities/modules to support their achievement of the recommended task- and content-based standards.).

By grouping four learning modules with an associated project module, the curriculum will enable students to apply acquired skills and knowledge in a real-world problem-solving situation. Similar to the Expeditionary Learning approach, the Middlebury Interactive pedagogical model for the design of the modules is based on experiential and community-based learning. Students explore and practice new knowledge and skills while working collaboratively on projects relevant to their communities and environment. They develop analytical and critical thinking skills by solving real-world problems. Students are exposed to a diversity of perspectives by working with a rich and inclusive collection of authentic documents. They become responsible and autonomous learners, while being encouraged through a set of well-designed activities to reflect and monitor their personal learning.

2. **Professional Development Design and Delivery:**
   - The design and delivery of a series of no less than ten (10) professional development workshops (four online and six on-site) to support ELL and classroom teachers prior the start of each semester and during the academic year.
   - The design and delivery of an online Community of Practice enabling HPS ELL and classroom teachers to share and discuss best practices.
   - True to the principle of capacity building and program ownership, HPS staff will be consulted for the design and delivery of the PD program as expert consultants.
   - The Professional Development curriculum will include the following topics:
     1. Middlebury Pedagogical Principles
     2. Scaffolding Academic Literacy
     3. Scaffolding Academic Writing
     4. Project- and Theme-Based Learning
     5. Lifelong Language Learning and Acquisition
        a. Transferable Skills
        b. Metacognitive Skills
     6. Global Thinking
        a. Social and Cultural Awareness and Appreciation
        b. Social and Cultural Language Development
     7. Parent Involvement and Community Building
     8. Tech-Supported Language Acquisition
9. Communities of Practice
10. ELL Student Assessment and Tools to Support Personalized Learning

3. **Immersive Summer Curriculum**
   - The curriculum for an ELL immersive 6 hour a day, five-week summer program based on the HPS/MIL ELL Academic Year program and designed to bridge students to support their success during the upcoming academic school year.
   - Program assistance on implementation and execution of summer program building on Middlebury Interactive’s experience in delivering this type of program in other series.
   - The design and delivery of an onsite two-day professional development workshop to support HPS teachers delivering the program.

4. **Project Planning and Program Management:**
   - To ensure program efficacy and to maximize the collective resources of Middlebury Interactive and HPS, Middlebury Interactive will provide a program manager in district as the day-to-day point of contact for all program related issues;
   - Middlebury Interactive will leverage its extensive resources including but not limited to experts from Middlebury College and The Monterey Institute of International Studies as well as other experts in ELL curriculum such as Jim Cummings; and
   - This expert resource team will supplement the team of Middlebury Interactive staff including the Chief Learning Officer, Senior Director of Professional Services, the Director of Curriculum Development and the Director of Professional Development.

5. **Consulting Services**
   - Middlebury Interactive will also provide no less than 25 hours and no more than 35 hours of consulting services to assist HPS with its Strategic Planning in World Languages.

**SERVICES AVAILABLE OUTSIDE OF SCOPE OF WORK:**

In the event HBOE wants to purchase Middlebury Interactive courses and/or services other than those within this Scope of Work, the courses and/or services can be purchased at the following rates:

<table>
<thead>
<tr>
<th>COURSE/SERVICE</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Middlebury Interactive Languages Course</td>
<td>$99 per student per semester</td>
</tr>
<tr>
<td>On-site Professional Development</td>
<td>$2,500 per day for first day</td>
</tr>
<tr>
<td></td>
<td>$1,500 per day for any additional days</td>
</tr>
<tr>
<td>Consulting</td>
<td>$250 per hour</td>
</tr>
</tbody>
</table>
AGENDA

ITEM # 4

NEW BUSINESS

JANUARY 27, 2014

DR. KISHIMOTO
MR. GENAO

CONTRACT APPROVAL
HARTFORD PARENT UNIVERSITY PROGRAM

AMOUNT
$79,166

FUNDING SOURCE
SPECIAL FUNDS

BACKGROUND

The implementation of district-wide training for families is a core component of the district’s multi-year Family and Community Engagement Plan created by parents and presented by parents to the Board in June 2013. As part of this effort, Hartford Public Schools seeks to support family engagement in student achievement through a contract with Hartford Parent University to support families as partners in learning to increase student success and close achievement gaps.

Hartford Parent University is a grassroots organization modeled after the Parent University in the Boston Public Schools and the Charlotte-Mecklenburg Schools, with a record of success in parent training in Hartford. Hartford Parent University builds on research and best practice in the field of school-family-community partnerships. Hartford Public Schools (HPS) issued a Request for Qualifications for interested agencies to submit proposals to partner with HPS to jointly provide training for parents and families to engage successfully in the education of their children. Interested agencies were interviewed by a committee and Hartford Parent University was selected by the committee. Hartford Public Schools seeks to partner with Hartford Parent University to provide a parent training program during the 2013-2014 school year.

RECOMMENDATION

That the Hartford Board of Education authorizes the Superintendent to execute a contract with Hartford Parent University for the term delineated in the contract ending June 30, 2014 at a cost not to exceed $79,166.
CONTRACT/CONSULTANT INFORMATION FORM

(Please include all anecdotal and assessment data that should be considered in continuing/renewing this contract/consultant)

NEW____ X____ CONTINUATION____

Contract Title/Consultant Name: Hartford Parent University

Contact Person: Eduardo V. Genao

School/Department: Early Literacy and Parent Engagement

Amount of Contract: $79,166

Funding Source: Special Funds

<table>
<thead>
<tr>
<th>Sites</th>
<th>Number of Students To Be Served</th>
<th>Number of Staff To Be Served</th>
<th>District Accountability Plan</th>
<th>Target Achievement Rate</th>
<th>Cost Per Unit/Student</th>
<th>Competitively Bid or Sole Source</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Family Engagement Plan</td>
<td></td>
<td></td>
<td>Competitive RFQ</td>
</tr>
</tbody>
</table>

Briefly describe the purpose of the contract:

Hartford Public Schools will contract with the Hartford Parent University to provide training for parents/guardians and other family members during the 2013-2014 school year, as called for in the district’s multi-year Family and Community Engagement Plan.

Please indicate the population to be served.

At least 200 parents will be trained.

What are the expected outcomes and benefits to HPS students?

Parents/guardians and other family members will gain the necessary knowledge and skills to serve as leaders in their schools and community; support their children’s learning; help train other parents; and advocate for all children in the school system. This parent knowledge, leadership, and advocacy will result in increased student achievement to further close the achievement gaps with the rest of the state.

How is success evaluated? If this is a continuation of contract, please provide the most recent evaluation.

Parents will complete written evaluations at the end of each Learning Session. Additional follow-up with participants will ascertain how they are using the skills/knowledge gained to help their children learn.

Form revised 2-2012
Contract For Professional Services
By And Between
The Hartford Board of Education
And
Hartford Parent University

This Contract for Professional Services (the "Contract") is made and entered into by and between the HARTFORD BOARD OF EDUCATION, a municipal body and state agent established pursuant to Chapter IX, Section 1 of the Charter of the City of Hartford, Connecticut, having an address and place of business at 960 Main Street, 8th Floor, Hartford, CT 06103, acting herein by Dr. Christina M. Kishimoto, Superintendent, ("HBOE") and HARTFORD PARENT UNIVERSITY, Non-Profit Parent Empowerment and Training company, having an address and place of business at 126 Yale Street, Hartford, CT 06106 acting herein by Lillian Arciniegas, its President ("Contractor").

HBOE and the Contractor do mutually covenant and agree as follows:

1. Scope of Services:

Contractor shall perform those professional services and provide the related materials, all as specified in the Scope of Services set forth in Exhibit A attached hereto and made a part hereof (collectively, the "Services" or "Project").

2. Term:

The term of this Contract shall commence on January 22, 2013 and end on June 30, 2014, unless terminated earlier pursuant to Section 11 below (the "Term").

3. Compensation:

The total amount of compensation to be paid to Contractor by HBOE for Services provided by or on behalf of Contractor in accordance with this Contract shall not exceed $79,166 Dollars (the "Contract Price"), which Contract Price shall be payable as set forth below. Contractor acknowledges and agrees that the Contract Price constitutes the full compensation to Contractor for the Services to be performed hereunder, and includes all costs and expenses to be incurred by or on behalf of Contractor in performing the Services.

Contractor shall submit numbered invoices monthly for Services rendered in accordance with this Contract. Such invoices shall include the following:

   a. Certification by the Contractor that the Services invoiced were provided;
   b. A description of the Services invoiced;
   c. A written progress report concerning provision of the Services if required by HBOE.

HBOE's obligation to make any payments for any Services rendered hereunder is expressly contingent upon Consultant having satisfactorily performed the same.
Contractor agrees to meet with HBOE representatives to discuss the Contractor's performance of the Services, as HBOE deems necessary. HBOE reserves the right to delay payment, adjust payment or suspend or terminate this Contract in the event that Contractor's performance is not satisfactory or in compliance with the terms of this Contract. Payment will be made by HBOE for any Services provided in accordance with the terms hereof within thirty (30) days of its receipt of Contractor's invoice submitted in accordance with the terms of this Section 3.

4. Performance Standards:

Contractor shall perform all Services in a timely manner with professional skill and competence, and in accordance with: (i) generally accepted practices of, and pursuant to a standard of care exercised by, professionals providing similar services under like circumstances; (ii) all applicable laws, rules, regulations, orders and permits of any federal, state, or local governmental or quasi-governmental entity having jurisdiction over this Contract, including but not limited to those ordinances pertaining to affirmative action and the living wage; (iii) the terms and conditions of this Contract; and (iv) any and all directives or instructions provided or issued by HBOE.

5. Evaluation Standards:

Contractor and HBOE agree that they will fully cooperate with one another in the development and implementation of a system for the continuous evaluation of the Services to be provided pursuant to this Contract. HBOE reserves the sole right to evaluate the Contractor's performance pursuant to this Contract, and Contractor agrees to comply with all performance evaluation determinations made by HBOE. Contractor further agrees to comply with all reasonable recommendations regarding Contractor's performance made by HBOE as a result of such evaluation; provided, however, that HBOE agrees to provide the Contractor with any and all reports and records related to such evaluation that can be provided under applicable law. Contractor agrees that its failure to comply with reasonable recommendations of HBOE pursuant to any such evaluation shall be considered a breach of this Contract and may result in termination of this Contract.

6. Anti-Discrimination and Affirmative Action:

Contractor agrees to abide by all applicable provisions of the Hartford Municipal Code, state law, and federal law regarding discrimination in employment in performing this Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental or physical disability, marital status or sexual preference. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated, without regard to their race, color, religion, age, sex, national origin, mental or physical disability, marital status or sexual preference. Such action shall include, but not be limited to the following: employment; upgrading; demotion; transfer; recruitment; recruitment advertising; layoff; termination; rates of pay or other forms of compensation; Revised 12/2011
and selection for training and apprenticeship. Contractor shall incorporate or cause to be incorporated, the provisions of this clause in all subcontracts it enters into pursuant to this Contract.

7. Personnel:

It is expressly understood and agreed that this is a Contract for Services and is not a contract of employment, so that Contractor, its subcontractors and their respective employees, agents, contractors, suppliers and representatives shall not be entitled to any employment benefits such as vacation, sick leave, insurance, or workers’ compensation or retirement benefits.

8. Indemnification:

The Contractor hereby agrees to defend, indemnify and hold harmless HBOE, the City of Hartford (the “City”), and their respective officers, agents and employees against all suits, claims or liabilities of every nature arising out of or as a consequence of the acts, omissions or negligence of Contractor, its subcontractors, and/or any of their respective employees, agents, contractors, suppliers, and/or representatives in performance of this Contract.

9. Insurance:

Contractor shall furnish the following insurance coverage within ten (10) days of Contractor’s execution of this Contract. Such coverage shall remain in full force for the duration of the Term, including all extensions thereof. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

HBOE and City shall be named as an additional insured as their interests may appear on all insurance required hereunder except workers’ compensation and professional liability insurance. All insurance must be issued by an insurance company licensed to conduct business in the State of Connecticut and have an A. M. Best rating of no less than A- VII. All, deductibles are the sole responsibility of Contractor to pay and/or indemnify.

a) Commercial general liability insurance with a broad form endorsement including coverage for property damage as well as endorsements for contractual liability, independent contractors, premises operations, products and completed operations and personal injury coverage insuring against damages to persons and property including, but not limited to, loss of life with limits no less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury, or property damage. If a general aggregate is used, the general aggregate shall apply separately to the project or the general aggregate limit shall be $2,000,000.

b) Workers’ Compensation Insurance must be maintained by Contractor in accordance with Connecticut statutes.
c) Automobile Liability with limit of no less than $500,000 combined single limit per accident. Coverage extends to owned, hired and non-owned automobiles. If contractor does not own vehicle used in the execution of the contract, then only hired and non owned coverage is required. If a vehicle is no: used in the execution of the contract then automobile coverage is not required.

d) If deemed necessary by the HBOE, Professional liability insurance shall be maintained with a limit of not less than $1,000,000 per claim. If written on a claim made basis, the retro date, if any, shall be prior to the effective date of the contract.

It is further agreed the amount of insurance required herein does not, in any way, limit the liability of the Contractor by virtue of its promise to hold the HBOE harmless so in the event any claims results in a settlement or judgment in any amount above the limits set in the above sections, the Contractor shall be liable to, or for the benefit of, the HBOE, for the excess.

Contractor and HBOE hereby expressly agree that the provision of such insurance in the amounts thereof do not in any way limit Contractor's obligation under Section 8 of this Contract.

10. Conflict of Interest:

The Contractor and HBOE each agree that no member of the governing body of HBOE or its designees or agents, and no other public official who exercises any function or responsibility with respect to this Contract shall have any personal or financial interest, direct or indirect during the individual's tenure or thereafter, in connection with this Contract. Contractor shall cause the immediately preceding sentence to be incorporated into all subcontracts it enters pursuant to this Contract.

11. Contractor Default.

11.1 Events of Default
Any of the following occurrences or acts shall constitute an Event of Default under this Contract:

(i) Whenever Contractor shall do, or permit anything to be done, whether by action or inaction, contrary to any of the covenants, agreements, terms or provisions contained in this Contract which on the part or behalf of Contractor are to be kept or performed, and Contractor fails to correct any such breach within ten (10) days after Contractor's receipt of written notice of such breach from HBOE; or
(ii) If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that Contractor's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to Contractor's performance of this Contract; or

(iii) whenever an involuntary petition shall be filed against Contractor under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of Contractor or of or for the property of Contractor shall be appointed without the acquiescence of Contractor, or whenever this Agreement or the unexpired balance of the term would, by operation of law or otherwise, except for this provision, devolve upon or pass to any person, firm or corporation other than Contractor or a corporation in which Contractor may be duly merged, converted or consolidated under statutory procedure, and such circumstance under this subparagraph shall continue and shall remain undischarged or unstayed for an aggregate period of sixty (60) days (whether or not consecutive) or shall not be remedied by Contractor within sixty (60) days; or

(iv) whenever Contractor shall make an assignment of the property of Contractor for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Contractor under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by Contractor under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever Contractor shall desert or abandon the Project; or

(v) If any competent authority shall have determined that Contractor is in default of any federal, state or local tax obligation; or

(vi) Pursuant to Resolutions passed by the City's Court of Common Council on March 4, 1996 and January 13, 1997, if Contractor or any of its principals are in default of any tax or other financial obligations which are owed to the City. Default shall be considered to have occurred under this subsection when any payment required to be made to City is more than thirty (30) days past due.

11.2 Election of Remedies
If any Event of Default hereunder shall have occurred and be continuing, HBOE may elect to pursue any one or more of the following remedies, in any combination or sequence:

(i) Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;

(ii) Suspend Project operation;

(iii) Require Contractor to correct or cure such default to the satisfaction of HBOE; and/or

(iv) Terminate this Contract for cause in accordance with Section 12 hereof.

The selection of any remedy shall not prevent or prohibit HBOE from pursuing any other remedy and shall not constitute a waiver by HBOE of any other right or remedy.

12. Termination of Contract

12.1 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 11.1 hereof, HBOE may terminate this Contract by giving five (5) days' written notice thereof to Contractor.

12.2 Termination for Non-availability of Funds

In the event HBOE shall not have funds available for the Project, HBOE may terminate this Contract following written notice thereof to Contractor.

12.3 Termination at Will

HBOE or Contractor may terminate this Contract at any time by giving thirty (30) days' prior written notice thereof to the other party.

12.4 Payment upon Termination

In the event this Agreement is terminated pursuant to Sections 12.2 or 12.3 above and unless Contractor is in default hereunder, HBOE shall make full payment to Contractor for all Services performed in accordance with this Contract up to and including the date of termination within sixty (60) days of such date of termination and presentation of Contractor's invoices therefore in accordance with Section 3 above.

13. Amendment:
This Contract may be amended or modified only by a writing duly executed by the parties to this Contract.

14. Subcontracts:

Contractor may subcontract a portion of the Services to be provided under this Contract with the prior written consent of HBOE; provided, however, that HBOE shall not be liable for the payment of any wages or other expenses to such subcontractors.

15. Disclaimer of Third Party Beneficiary:

Nothing contained in this Contract shall be deemed to confer upon any person any right as a third party beneficiary of this Contract. Nor shall Contractor, its employees, representatives, assigns, or subcontractors be deemed agents or employees of HBOE or the City.

16. Records:

Contractor agrees to establish and maintain fiscal control and accounting procedures to assure proper accounting for all funds paid by HBOE to Contractor pursuant to this Contract. Contractor further agrees to maintain all records and documents respecting this Contract and performance of this Contract until an audit acceptable to HBOE has been completed and all questions arising there from have been resolved, or until three (3) years after disbursement of the final payment under this Contract has been made, whichever occurs first.

All costs and expenditures incurred by the Contractor pursuant to this Contract shall be supported by properly executed payrolls, time records, invoices, vouchers, receipts, leases, or similar documentation. Contractor shall make available all records and documents relating in any way to performance of this Contract for examination by HBOE or its designee during normal business hours as often as deemed necessary by HBOE.

17. Reports and Records:

Contractor shall furnish HBOE with such reports and other information concerning the Services performed pursuant to this Contract as may be required by HBOE from time to time. All information, reports and other documents prepared by the Contractor in performance of this Contract shall be the sole and exclusive property of HBOE, and shall not be made available to any individual or organization without the prior written consent of HBOE.

18. Copyright:

No reports or other documents produced pursuant to this Contract shall be the subject of any copyright or other intellectual property right of Contractor.
19. Assignment:

Contractor shall not assign or transfer any interest in this Contract without the prior written consent of HBOE.

20. Severability:

If any provision of this Contract is held invalid, the remainder shall not be affected if such remainder would continue to conform to the terms of applicable law.

21. Governing Law:

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and the City's Municipal Code without regard or resort to conflict of laws principles.

22. Notices:

All notices, approvals, demands, requests, or other documents required or permitted under this Contract shall be deemed properly given if hand delivered or sent by express mail courier service or United States registered or certified mail, postage prepared, as follows:

To HBOE: Hartford Board of Education
960 Main Street
Hartford, CT 06103
Attn: Eduardo V. Genao
Chief of Early Literacy and Parent Engagement

To the Contractor: Hartford Parent University
126 Yale Street
Hartford, CT 06106
Attn: Lillian Arciniegas, President

To Corporation Counsel:
550 Main Street
Room 210
Hartford, CT 06103
23. Entire Agreement:

This Contract contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements, whether written or oral, between them respecting the subject matter of this Contract.

24. Non-Waiver:

Any failure of HBOE or Contractor to insist upon strict compliance by the other with the terms of this Contract shall not be deemed a waiver of their respective rights under this Contract. Each party shall have the right to insist upon strict compliance with this Contract by the other, and neither party shall be relieved of any obligation to comply with this Contract, by reason of the failure of the other to comply with or otherwise enforce the provisions of this Agreement.

25. Security Checks:

Pursuant to HBOE Policy 4112.5, Contractor agrees that no employee of Contractor who will work directly with students is listed on any Sex Offender Registry.

IN WITNESS WHEREOF, HBOE and Contractor have executed this Contract as of the Commencement Date.

Witness

HARTFORD BOARD OF EDUCATION

By: Dr. Christina M. Kishimoto
Superintendent

Date: ________________

Witness

HARTFORD PAENT UNIVERSITY

Revised 12/2011
By: Lillian Arciniegas
President

Date: ________________

Approved As to Form and Legality

Date ________________

Corporation Counsel
EXHIBIT A

SCOPE OF SERVICES

Hartford Parent University (HPU) will serve at least 200 parents over the six month period beginning January 2014 and ending June 2014. HPU will offer four day-long Saturday Learning Sessions and four 2 hour mini-Learning Sessions in the evenings. The educational sites will consist of Hartford Public Schools (HPS) facilities and/or local colleges, public library branches, community centers.

Hartford Parent University is responsible for:
1. Project implementation
2. Securing non-school sites, education and childcare sites
3. Securing all Learning Sessions facilitators, other than those provided by HPS
4. Engaging in parent outreach, recruitment, and communication
5. In collaboration with HPS, developing and selecting curriculum, course content, and materials
6. Leading parent assessment and project evaluation
7. Arranging for transportation, food, and childcare for parent participants
8. Quality control and liability.
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AGENDA

ITEM # 5

NEW BUSINESS

JANUARY 27, 2014

CONTRACT AMENDMENT APPROVAL:
SCHOLASTIC MATH 180 COACHING

DR. KISHIMOTO
DR. COLLINS AYANLAJA

AMOUNT
$37,475

FUNDING SOURCE
SPECIAL FUNDS

BACKGROUND

The Board has previously authorized the superintendent to execute a contract with Scholastic for Math 180 at a cost not to exceed $117,975. This contract is a continuation of the original contract to add job-embedded coaching for teachers.

Math 180 coaches will partner with Intervention Specialists to provide coaching for Math180 teachers in order increase the fidelity to the program. Coaches will assist teachers with content understandings and instructional strategies. Teachers will be provided with twenty-five coaching days throughout the school year.

RECOMMENDATION

That the Hartford Board of Education authorizes the Superintendent to execute an amendment to the contract with Scholastic Math 180 of $37,475 for additional job-embedded coaching for teachers.
**CONTRACT/CONSULTANT INFORMATION FORM**

(Please include all anecdotal and assessment data that should be considered in continuing/renewing this contract/consultant)

NEW__X__ CONTINUATION____

**Contract Title/Consultant Name:** Math 180 Coaching

**Contact Person:** Lesyee Frederick

**School/Department:** Office of Research and Assessment

**Amount of Contract:** $37,475

**Funding Source:** Title I Special Funds

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<th>Sites</th>
<th>Number of Students To Be Served</th>
<th>Number of Staff To Be Served</th>
<th>District Accountability Plan</th>
<th>Target Achievement Rate</th>
<th>Cost Per Unit/Student</th>
<th>Competitively Bid or Sole Source</th>
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<td>5 schools Burns</td>
<td>Approx 180 students. Each school</td>
<td>Approx. 15 teachers</td>
<td>Goal 2 - Middle Years Redesign Goal 3 - College Readiness</td>
<td>Increase baseline Scholastic Math Inventory (SMI)</td>
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<td>Sole Source</td>
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**Briefly describe the purpose of the contract:**

Enter in agreement with Scholastic to provide on-site, job-embedded professional development in the form of new teacher Math 180 coaching to five schools implementing Scholastic Math 180.

Math Solutions, a division of Scholastic Achievement Partners, is partnering with Hartford Public Schools for the successful implementation of MATH180 in five schools within the district.

Based on best practices of a gradual release support strategy, the attached proposed Coaching Plan supports two goals:

1. Build the capacity of the interventionists' roles for the support of M180 at the classroom and district levels.
2. Set up teachers and students for success with M180 through an optimal implementation support plan that will result in higher achievement for students and improved instruction for teachers.

Please indicate the population to be served.

The population being served is teachers providing math intervention instruction to identified students performing below proficient levels in math. Thereby, the students being taught Math 180 will receive an even more comprehensive and targeted experience due to the training their teachers will receive throughout the year.

What are the expected outcomes and benefits to HPS students?

Expected outcomes are increased student achievement as a result of effective implementation of the Scholastic educational program, Math 180, due to the high level of teacher support through Math 180 training and coaching.

How is success evaluated? If this is a continuation of contract, please provide the most recent evaluation.

Success will be evaluated through student performance as measured by the SMI, Scholastic Math Inventory Quantile scores and NWEA MAP (Measures of Academic Progress) Math RIT ranges. We will also analyze data based on implementation information including student performance and time usage of licenses and software.

Every 3 months [or after each administration of the Scholastic Math Inventory], the MS Project Lead will meet with district leaders and the interventionists to interpret and evaluate the data gathered from this assessment and advise next steps.
First Amended Contract For Professional Services  
By And Between  
The Hartford Board of Education  
And  
Scholastic, Inc.

This First Amended Contract for Professional Services (the "Contract") is made and entered into as of September 8\textsuperscript{th}, 2013 (the "Commencement Date") by and between the HARTFORD BOARD OF EDUCATION, a municipal body and state agent established pursuant to Chapter IX, Section 1 of the Charter of the City of Hartford, Connecticut, having an address and place of business at 960 Main Street, 8\textsuperscript{th} Floor, Hartford, CT 06103, acting herein by Christina M. Kishimoto, Superintendent, ("HBOE") and Scholastic Inc., 557 Broadway, New York, NY 10012 ("Contractor")

WHEREAS, the parties entered into a contract effective September 18\textsuperscript{th}, 2013, to which reference may be had;

WHEREAS, the parties desire to amend the contract by this First Amended Contract for Professional Services;

NOW, THEREFORE, HBOE and Contractor agree as follows:

1. Paragraph 2 shall be amended to state:

   The term of this Contract shall commence on January 22, 2014 and end on May 30, 2014 unless terminated earlier pursuant to Section 11 of the original Contract.

2. Paragraph 3 shall be amended as follows:

   The total amount of compensation to be paid to Contractor by HBOE for Services provided by or on behalf of Contractor through May 30, 2014, in accordance with this Contract shall not exceed thirty seven thousand ($37,475) (the "Contract Price"), which Contract Price shall be payable as set forth below. Contractor acknowledges and agrees that the Contract Price constitutes the full compensation to Contractor for the Services to be performed hereunder, and includes all costs and expenses to be incurred by or on behalf of Contractor in performing the services. under this Contract.

   Contractor shall submit numbered invoices monthly for Services rendered in accordance with this Contract. Such invoices shall include the following:
a. Certification by the Contractor that the Services invoiced was provided;
b. A description of the Services invoiced;
c. A written progress report concerning provision of the Services if required by HBOE.

HBOE's obligation to make any payments for any Services rendered hereunder is expressly contingent upon Consultant having satisfactorily performed the same in accordance with this Contract. Contractor agrees to meet with HBOE representatives to discuss the Contractor's performance of the Services, as HBOE deems necessary. HBOE reserves the right to delay payment, adjust payment or suspend or terminate this Contract in the event that HBOE reasonably determines Contractor's performance is not satisfactory or in compliance with the terms of this Contract. Payment will be made by HBOE for any Services provided in accordance with the terms hereof within thirty (30) days of its receipt of Contractor's invoice submitted in accordance with the terms of this Section 3.

3. The Scope of Professional Services shall be expanded to include exhibit A, attached which shall covered the period from January 22, 2014 through May 30, 2014 shall continue in effect as though incorporated herein in full.
IN WITNESS WHEREOF, HBOE and Contractor have executed this Amended Contract as of May 30, 2014.

Witness

HARTFORD BOARD OF EDUCATION

By Dr. Christina M. Kishimoto
Superintendent

Witness

Scholastic, Inc.

Approved as to Form and Legality

Corporation Counsel
In Partnership with Hartford Public Schools

A Coaching Proposal to Build Instructional Excellence and Increase Student Learning of Mathematics with MATH 180

Submitted to

Dr. Carol Collins Ayanlaja, CAO Hartford Public School District
Math Solutions, a division of Scholastic Achievement Partners, is pleased to partner with Hartford Public Schools for the successful implementation of MATH180 in select middle schools within the district. Based on best practices of a gradual release support strategy, the attached proposed Coaching Plan supports two goals:

1. Build the capacity of the interventionists’ roles for the support of M180 at the classroom and district levels
2. Set up teachers and students for success with M180 through an optimal implementation support plan that will result in higher achievement for students and improved instruction for teachers

Although Hartford has a great infrastructure for teacher support through a network of interventionists, these interventionists are not focused solely on mathematics so the capacity is not there to support teachers consistently at the start. In a gradual release teacher support plan there is a heavy concentration of support the first two months to ensure all teachers are using the program correctly and then coaching support tapers off as teachers move through the program and the instructional strategies and content understandings are embedded and become automatic.

Benefits of the gradual release Coaching Plan
- Fosters a growth mindset in teachers
- Sets all teachers up for success from the very beginning
- Ensures that learning occurs every day for students, even while teachers are learning the curriculum and program
- Increases teacher capacity for teaching math overall, but especially to struggling learners

Gradual Release Coaching Addresses the Challenges of the Common Core for Teachers of Struggling Students
There are three specific challenges for teachers working with middle school students who are significantly below grade level:

1. **Motivation**
   Students who have failed for many years develop a very set attitude that they are not smart. Further, they fail to see the relevance of math to their lives. Changing this fixed mindset is the focus of the first two weeks of instruction in M180. This will be new to teachers and they will benefit from guidance and support these first two weeks to build an accepting and positive classroom environment that fosters a growth mindset.
   **The Coaching Plan reflects a heavy emphasis on the importance of supporting teachers these first two weeks.**
2. **Wide learning gaps**
   Intervention students have many gaps in their learning. The tendency is to reteach the missed skills and concepts, rather than rebuild the critical foundations from which the missed skills and concepts are rooted and extend from as is done in M180. The Coaching Plan reinforces on a daily and monthly basis what teachers will learn during the 2-day implementation training about the shift in instruction and how M180 models instruction based on the Standards for Mathematical Practices. The Coaching Plan further supports Hartford Interventionists in understanding the development of the content in M180 and how this content supports and links to grade-level CC Standards. The Coaching Plan reflects a heavy support focus for teachers and the interventionists for the first month of teaching the M180 content blocks.

3. **Instruction that accelerates learning**
   Research has proven that a blended learning model for instruction accelerates learning. Student software can adapt to individual student’s needs, allowing each to create his or her own learning path. This frees the teacher to focus teacher-led instruction on making sense of skills and concepts, developing reasoning and thinking skills, and engaging students in mathematical discourse. The Coaching Plan puts into action what teacher learn during the 2-day implementation training about how the technology in M180 enhances and facilitates planning and teaching of M180. The Coaching Plan includes specific support for helping teachers capitalize on the use of Scholastic Central, especially for differentiating instruction.

**Math Solutions Coaching Plan Assumptions**
- Interventionists are available full time for Week 1 and Week 3 and part-time Week 2 and Week 4
- Interventionists will be available for bi-monthly coaching Weeks 5 and on
- There will be a staggered implementation: three schools will start on one day and the remaining schools the next day. This allows the opportunity for the interventionists to mirror the Math Solutions lead on the first day and then do coaching on their own the next day [see Week 1]
- Intervention periods at different schools are not all at the same time to allow the Math Solutions lead to visit up to three schools in one day
- Interventionists can meet on a weekly basis with the Math Solutions lead for the first 2 months of implementation
**COACHING SCHEDULE – PART 1 (4 WEEKS)**

TOTAL NUMBER OF COACHING DAYS: 9

**COACHING FOCUS WEEKS 1 AND 2**
- The classroom is set up to support the blended learning instructional model
- All assessments are administered
- Instructional routines are thoroughly taught and understood by students
- Students understand each zone of the student software and how to navigate through the zones efficiently
- Teachers understand and use Scholastic Central to plan and teach

### WEEK 1

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End of week Leadership Team Meeting: Includes all project teachers plus the Interventionists and MS Project Lead

### Week 2

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TEAM MEETING
Preview the content focus for Block 1 and WEEKS 3 AND 4 coaching focus with Interventionists

Hartford M180 Coaching Project
TOTAL NUMBER OF COACHING DAYS: 8

COACHING FOCUS WEEKS 3 AND 4
- The blended learning instructional model is being implemented with fidelity
- Teachers effectively instruct the Do Now! at the beginning of each lesson
- Teacher led instructional rotation adheres to the guidelines of the Teacher Guide
- Students use each zone of the student software properly—know how to Fast Track
- Teachers understand and use Scholastic Central to plan and teach

### Week 3

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<td>School 4</td>
<td>School 1</td>
<td>School 4</td>
</tr>
<tr>
<td></td>
<td>School 2</td>
<td>School 5</td>
<td>School 2</td>
<td>School 5</td>
<td></td>
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<tr>
<td></td>
<td>School 3</td>
<td></td>
<td>School 3</td>
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</tr>
</tbody>
</table>

End of week Leadership Team Meeting: Includes all project teachers plus the Interventionists and MS Project Lead

### Week 4

<table>
<thead>
<tr>
<th></th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Math Solutions Project Lead</td>
<td>School 1</td>
<td>School 4</td>
<td>School 1</td>
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<tr>
<td></td>
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<td></td>
<td>School 3</td>
<td></td>
<td>School 3</td>
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<td></td>
</tr>
<tr>
<td>Hartford Interventionists</td>
<td></td>
<td>Team with MS Lead</td>
<td>Team with MS Lead</td>
<td></td>
<td>TEAM MEETING Preview the content focus for Block 2 and WEEKS 4 AND 5 coaching focus with Interventionists</td>
</tr>
</tbody>
</table>

Hartford M180 Coaching Project
**COACHING SCHEDULE – PART 2**

**TOTAL NUMBER OF COACHING DAYS: 6**

**COACHING FOCUS**
- Teacher led instructional rotation adheres to the guidelines of the Teacher Guide
- Teachers use the Groupinator feature of Scholastic Central to differentiate instruction
- Teachers understand and use Scholastic Central to plan and teach

**BI-MONTHLY COACHING FOR TEACHERS**
The MS Project Lead will coach every M180 teacher 2 times during January and once during February.

**COACHING SCHEDULE**

**TOTAL NUMBER OF COACHING DAYS: 2**

**DATA ANALYTICS CONSULTATION**
Every 3 months [or after each administration of the Scholastic Math Inventory], the MS Project Lead will meet with district leaders and the interventionists to interpret and evaluate the data gathered from this assessment and advise next steps.
Cost Analysis

TOTAL COACHING DAYS: 25

<table>
<thead>
<tr>
<th>Math180 Coaching Gradual Release Model</th>
<th>Pricing</th>
<th>Discounted Price for Hartford</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Onsite coaching sessions delivered over time</td>
<td>$57,475</td>
<td>$37,475</td>
</tr>
<tr>
<td>- Customized coaching schedule and agenda created by Math Solutions Project Lead</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Two Data Analytics coaching and support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Evaluation Report - provides analysis and overview of Participant Evaluations</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Math180 Implementation Training [2 days] | Included |
| Leadership Training for Interventionists and District Leaders [1/2 day] | Included |

Also Included...
- Comprehensive logistics support
- All travel expenses including airfare, lodging, meals, and ground transportation

Scholastic Contacts

Marilyn Trow
Scholastic National Director of Math Intervention
mtrow@scholastic.com

Nikki LaLonde
Math Solutions Implementation Manager
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Julia Spencer
Scholastic Account Executive
jspencer@scholastic.com

Hartford M180 Coaching Project
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AGENDA

ITEM # 6

NEW BUSINESS

SCHOOL ADMINISTRATIVE INTERIM APPOINTMENT

JANUARY 27, 2014

DR. KISHIMOTO

MS. ALLEN

BACKGROUND

All staff selections for positions at the rank of principal or higher require Board of Education approval.

RECOMMENDATION

That the Board of Education approves the Superintendent's recommendation to appoint the following individual to the position indicated:

<table>
<thead>
<tr>
<th>Name</th>
<th>Salary</th>
<th>Position</th>
<th>Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paula Erickson</td>
<td>$66,222</td>
<td>Interim Principal, OPPortunity High</td>
<td>January 22, 2014 - June 30, 2014</td>
</tr>
</tbody>
</table>