I. Call to Order

II. Roll Call

III. Opening Statement

IV. Dialogue Session
   1. Parent and Student Comment
   2. Public Comment

V. Reports
   1. Report of the Chair
   2. Report of the Superintendent
   3. Committee Reports
      o Human Resources Committee
      o Parent and Community Engagement Committee
      o Policy Committee

VI. Business Agenda

A. Items in Order of Importance

1. School Administrative Appointments (Dr. Jacoby et al.)
   
   The Hartford Board of Education approves the Special Assistant to the Board of Education’s recommendation to appoint the following individuals to the positions indicated:

   a. Jahmeelah Bail-Gradson to the position of Principal, HPHS Law & Government Academy, effective July 1, 2014;
   b. Kesha Ryan to the position of Principal, Museum Academy at Wish School, effective August 1, 2014.

2. Approval: Jumoke Academy/FUSE Memorandum of Understanding – Milner School $215,000 (Dr. Jacoby)
   
   In place of the previous Memorandum of Understanding between the Board and Jumoke Academy/FUSE, the new transition Memorandum of Understanding shall be effective July 1, 2014 through June 30, 2015, unless extended by mutual written agreement. This Memorandum of Understanding outlines the duties assigned to FUSE during this transformative year.

   The Hartford Board of Education authorizes the Special Assistant to the Board of Education to execute the Memorandum of Understanding with FUSE, as required by the Turnaround Plan for Milner School. The negotiated compensation for the agreement is $215,000.
3. Approval of Lighthouse Program at Sarah J. Rawson School (Dr. Jacoby et al.)

The Lighthouse School Steering Committee, after affirmation by the Commissioner of Education and Sheff plaintiffs, is recommending Sarah J. Rawson School to the Hartford Board of Education as a Hartford Public Schools Lighthouse School. The model will have a business and industry focus and will officially be called STEAM: Business and Industry.

The Hartford Board of Education approves the Lighthouse Program at Sarah J. Rawson School to begin implementation in September 2014.

4. Approval of Memorandum of Understanding with CREC Capitol Region Education Council (Dr. Jacoby)

On May 20 2014, the Board authorized and directed the Special Assistant to the Board of Education to draft a performance-based contract with CREC to define the relationship between CREC, as the lead partner for Clark School, and the Hartford Board of Education.

The Hartford Board of Education authorizes and directs the Special Assistant to the Board of Education to execute the Memorandum of Understanding with CREC, effective through June 30, 2017, unless extended,

5. Approval of Educational Services Agreement with Goodwin College (Dr. Jacoby et al.)

In 2009 Hartford Public Schools and Goodwin College entered into a partnership to provide the Pathways Academy of Technology and Design a permanent home. Through the passage of Public Act 09-6, the Connecticut General Assembly approved the transfer of the grant commitment to Goodwin College in East Hartford.

The Educational Services Agreement outlines the partnership by and between Hartford Public Schools specifically the Pathways Academy of Technology and Design and Goodwin College, Inc. This agreement includes a term of 20 years and outlines duties assigned to and costs assumed by Hartford Public Schools and Goodwin College.

The Hartford Board of Education authorizes the Superintendent of Schools or her designee to enter into an educational services agreement in the form and substance attached and to negotiate and approve such other terms and conditions as may be in the best interests of the Board of Education.

6. Approval of Updated Educational Specifications for the Renovation of Weaver High School (Dr. Jacoby et al.)

In 2012, the Hartford Public Schools submitted a grant application, ED049, with Educational Specifications for a construction project to renovate Weaver High School which was approved in July 2013 by the State legislature.

Since that time, a number of changes have occurred. The first were the enrollment projections provided by Milone and MacBroom, Inc. in an updated enrollment study (May 2014) which shows a decline in student population from 1354 to 877 rounded to 900. The second was the concern regarding the cost of renovating the original features such as the field house, pool and auditorium.

Senate Bill (SB) — 475 permits the Weaver facility to be renovated in phases and to retain the original features and still receive reimbursement rates for these renovations. The revised Educational Specifications reflect these changes in both enrollment and renovations.
The Hartford Board of Education accepts and approves the Updated Educational Specifications for the renovation of Weaver High School, dated June 17, 2014, and authorizes their use in the project's design and for submission of the documents to the Office of School Facilities for revising the construction grant.

7. Second Reading and Adoption: Various Hartford Public Schools Policies (Policy Committee)

The Hartford Board of Education accepts the second reading and adopts the following policies:

a. Revised Policy No. 4118.3 Harassment (Personnel)
b. Revised Policy No. 5153 Harassment (Students)
c. Revised Policy No. 5121 Promotion, Retention, Intervention
d. New Policy No. 5161 - School Pool Safety
e. New Policy No. 6131 Online Learning

8. First Reading: Policy No. 6126 Field Trips (Policy Committee)

The Hartford Board of Education accepts the first reading of the policy on Field Trips.

B. Consent Agenda

9. Interim Administrative Appointment (Dr. Jacoby et al.)

The Hartford Board of Education approves the Special Assistant to the Board of Education's recommendation to appoint Joan Massey to the Position of Interim Chief Research and Assessment Officer, effective May 27, 2014 through July 18, 2014.

10. Authorization by the Board of Education: E-Rate Funding - $455,157 (Dr. Jacoby et al.)

The Hartford Board of Education approves the Special Assistant to the Board of Education's recommendation to endorse the applications filed by MHIS on behalf of the district for E-Rate funding. Payment of the applicant's share at a cost of approximately $455,157 is included in the current MHIS allocation budget for 2014-2015.

11. Contract Continuation Approval: Kellogg & Sovereign $66,200 (Dr. Jacoby et al.)

Hartford Public Schools will continue the partnership with Kellogg & Sovereign to work with schools and libraries to successfully apply for E-Rate discounts on advanced telecommunications and information services. Additionally, the firm works with Hartford's vendors to improve invoicing to the USAC and trains MHIS staff in the rules and regulations of the E-Rate program. This assistance is vital to navigating the program's complex structure and requirements and ensuring maximum discounts and reimbursements are received.

The Hartford Board of Education authorizes the Chief Financial Officer to execute a contract with Kellogg and Sovereign for the term delineated in the contract ending June 30, 2016, at an amount not to exceed $66,200.

12. Approval of Contract Amendment: CBS Therapy - Additional $123,662 (Dr. Jacoby et al.)

CBS Therapy was contracted in the amount of $312,732 in October, 2013. In January, the number of speech and language pathologists contracted was increased to include 1.0 FTE at Burns and 1.0 FTE at Rawson in the amount of $89,425. In March, another speech and language pathologist was added at Moylan for $34,237. The total increase is $123,662. All of these positions were budgeted as permanent positions approved for 2013-2014, but remain unfilled.
The Hartford Board of Education authorizes the Chief Financial Officer to execute the amended contract with CBS Therapy for the term ending June 30, 2014, at an amount not to exceed $436,394.

13. Contract Continuation Approval: Leadership Greater Hartford - School Governance Council Training $67,200 (Dr. Jacoby et al.)

Hartford Public School will continue the contract with Leadership Greater Hartford to provide 17 process coaches to school governance councils that have a new principal, will be involved in a search for a new principal or current principals who need this support. In addition, LGH will provide two interactive workshops to SGC parent chairs, principals, and other SGC members.

The Hartford Board of Education authorizes the Chief Financial Officer to execute a contract with Leadership Greater Hartford for the term delineated in the contract ending June 30, 2015, at a cost not to exceed $67,200.

14. Resolution: Approval of the Superintendent as Authorized Signatory for Hartford Public Schools. (The Board)

The Hartford Board of Education for the Hartford Public School designates Superintendent of Schools, Dr. Beth Schiavino-Narvaez, as the authorized signatory for the district on approved contracts, grants, etc. in compliance with district policy; effective July 1, 2014.

Furthermore, that in the absence of the Superintendent, the Board of Education designates Chief Financial Officer Paula Allieri, as the authorized signatory for the district on approved contracts, grants, etc. in compliance with the district’s policy; effective July 1, 2014.

15. Resolution: Authorized Signatures – Child Nutrition Programs

The Hartford Board of Education authorizes Superintendent Beth Schiavino-Narvaez or in her absence, Donald Slater, Chief Operating Officer, to sign claims for reimbursement and required reports for Child Nutrition Programs; effective July 1, 2014.

16. Approval of the Board of Education Meeting Schedule for 2014-15 School Year (The Board)

VII. **Adjournment**

**Upcoming Board of Education Meetings**

***BoE Regular Meeting: Tuesday, July 22 at 5:30 p.m. at Capital Preparatory Magnet School, 1304 Main Street, Hartford, Connecticut 06103 ***
AGENDA

ITEM # 1

NEW BUSINESS

JUNE 17, 2014

SCHOOL ADMINISTRATIVE APPOINTMENTS

DR. JACOBY

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 Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jahmeelah Bai-Grandson</td>
<td>$122,515</td>
<td>Principal, HPHS Law &amp; Government Academy</td>
<td>July 1, 2014</td>
</tr>
<tr>
<td>Kesha Ryan</td>
<td>$123,000</td>
<td>Principal, Museum Academy at Wish School</td>
<td>August 1, 2014</td>
</tr>
</tbody>
</table>
"This page [is] intentionally left blank."
AGENDA

ITEM # 2

NEW BUSINESS  JUNE 17, 2014

APPROVAL: MEMORANDUM OF UNDERSTANDING WITH FUSE  DR. JACOBY

BACKGROUND

On August 9, 2012, the State Board of Education approved The Turnaround Plan for Milner School, pursuant to Section 19 (e)(1) of Public Act 12-116.

On February 19, 2013, the Board approved the Memorandum of Understanding with Jumoke/FUSE which defined the relationship for implementation of the Turnaround Plan.

For the third year of the Turnaround Plan, to create a stable transition to local control, FUSE and the Administration collaborated to create a new agreement for this transformative year.

RECOMMENDATION

That the Hartford Board of Education authorizes the Special Assistant to the Board of Education to execute the Memorandum of Understanding with FUSE, for the 2014-2015 school year.
Hartford Public Schools and FUSE

Memorandum of Understanding

This Memorandum of Understanding regarding professional services (the “MOU”) is made and entered into by and between the HARTFORD BOARD OF EDUCATION (“Board”), 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. Jacqueline Jacoby, Special Assistant to the Board of Education, (the “Board”), and Family Urban Schools of Excellence, Inc., (“FUSE”), a Connecticut non-profit corporation with an office at 834 Asylum Avenue, Hartford CT 06105, acting herein by Dr. Michael Sharpe, CEO (“FUSE”).

Preamble

WHEREAS, the Board oversees and manages the public schools of the City of Hartford, and desires to provide the highest quality education available to the children of the City of Hartford,

WHEREAS, FUSE’s mission is to serve students who historically have attended low-performing urban schools and to enable students to acquire the tools to develop their character and adopt a love for learning along with the ability to succeed and achieve at a higher level academically and socially;

WHEREAS, the Commissioner of Education (“Commissioner”) has selected the Core Knowledge Academy @ Thirman L. Milner School to participate in the Commissioner’s Network, and the State Board of Education has approved the Commissioner’s Network Turnaround Plan (“Turnaround Plan”) for Milner, pursuant to § C.C.S. 10-223h.

WHEREAS, Milner will serve as a Pre-K-8 school that focuses on three components: 1) education – providing a culturally aware and challenging curriculum that aligns with Common Core standards, school leaders and teachers trained in the Jumoke model; and a character development approach that recognizes that standardized test scores are only one measure of academic success; 2) environment – assessing barriers to education and developing a team and school culture that addresses those barriers; and, 3)
expectations – standing firm on the belief that every child can learn and succeed regardless of background;

WHEREAS, in 2012, the Board partnered with FUSE on Milner, a chronically low performing school, to transform the outcomes for the school. The plan provided a three year agreement between the Board and FUSE and outlined several objectives in accordance to the Turnaround Plan. As the partnership enters year three, both the Board and FUSE agree to a transition plan for 2014-2015;

WHEREAS, the Memorandum of Understanding entered by the Parties executed on February 13, 2013, and March 11, 2013, including the Amendment to the Memorandum of Understanding, executed March 17, 2014, shall be null and void effective June 30, 2014, and shall also be superseded by this MOU; and

THEREFORE, both the Board and FUSE (collectively, the “Parties”), intending to be bound by the terms hereof, agree to the terms laid out in this MOU.

1. **Scope of Work/Responsibilities**

FUSE shall perform those professional services and provide the related materials, all as specified in the Scope of Work set forth herein.

1.1 **Effective Academic Assistants**

To provide professional development for Academic Assistants for a total of eight days for eight hour days each of those days in the fiscal year, including a one week summer institute. The detailed professional development plan for the Academic Assistants for the year shall be provided to the principal by July 7, 2014, for review and feedback. FUSE shall provide the schedule, the curriculum, the materials, and the instructors on a class by class basis, at least one week prior to the professional development days. The professional development shall address the following:

(i) Academic training for effective instruction and academic strategies, small group instruction, questioning techniques, using math manipulative, etc.

(ii) Common core shift and the resultant changes in the classroom

(iii) CPR/First Aid
(iv) Classroom Management
(v) Team Building
(vi) Cultural Competency
(vii) Effective Substitute Teaching
(viii) Verbal de-escalation techniques
(ix) Fostering positive relationships with parents and students
(x) Positive Behavioral Intervention and Supports

At the conclusion of each professional development day, FUSE shall produce within five business days an executive summary of the training, including feedback and assessment of the Academic Assistants, for the principal. The MOU Price shall include the professional development of the Academic Assistants.

1.2 **Effective Support of Students**
To employ three (3) part-time certified, by the State Department of Education, elementary teachers, to be selected in collaboration with the principal, to provide tutoring for seventeen and a half (17.5) hours each week of school at Milner, with a focus on reading and math, as directed by the principal.

1.3 **Family and Community Connection**
(i) To employ the current Scholar Support staff person to work full-time at Milner and to provide resources, professional development, and oversight for that individual. The MOU Price shall include the full-time employee and the support for the position.

(ii) To provide grassroots community outreach efforts to support family and community connections, including, but not limited to, intervention to reduce chronic absenteeism, increase 8th grade choice applications, and increase parent portal sign-up. The MOU Price shall include a full-time employee and the support for the position. The deliverables for this area shall include, but not be limited to, the following:

a) Chronic absenteeism. FUSE shall produce bi-weekly written reports to the principal on students identified as at risk for chronic absenteeism, including a log of all
outreach efforts to such students including phone calls, home visits, letters, referrals, etc.
b) Eighth grade choice applications. From December 2014 to February 2015, FUSE agrees to provide weekly written reports to the principal, including the percent of eighth grade students who have completed the choice application accompanied by the parent engagement log, which must chronicle the outreach and engagement activities during that week related to eighth grade choice application completion efforts.
c) Parent Portal. FUSE agrees that by year end, at least 90% of the Milner parents shall be signed up for parent portal. Further, 25% more parents shall be actively using parent portal over the 2013-2014 school year. FUSE shall produce monthly written reports to the principal regarding the status on the above goals, the outreach efforts, and the action steps taken to achieve the goals each month.

2. Term:

The term of this MOU shall commence July 1, 2014, and end on June 30, 2015, unless terminated earlier pursuant to Sections 3 and 11 below ("Termination"). The MOU may be renewed for an additional year by January 1, 2015, if FUSE and the Board so agree in writing. The MOU may be renewed for an additional year by January 1, 2016, if FUSE and the Board so agree in writing.

3. Compensation:

The total amount of compensation to be paid to FUSE by the Board for provided by or on behalf of FUSE in accordance with this MOU shall not exceed two hundred fifteen thousand ($215,000) Dollars (the "MOU Price") per contract year, which MOU Price shall be payable as set forth below.

FUSE acknowledges and agrees that the MOU Price constitutes the full compensation to FUSE for the Services to be performed hereunder, and includes all costs and expenses to be incurred by or on behalf of FUSE in
performing the Services. Such services include but are not limited to the items listed in Section 1.

FUSE shall submit invoices when Services have been successfully completed. Such invoices shall include the following:

a. Certification by FUSE that the Services invoiced were provided;

b. A description of the Services invoiced;

c. A written progress report concerning provision of the Services.

The Board's obligation to make any payments for any Services rendered and billed hereunder is expressly contingent upon FUSE having satisfactorily performed the same. The performance standards are described in Section 4 below. FUSE agrees to meet with the Board's representatives to discuss FUSE's performance of the Services, as the Board deems necessary. The Superintendent on behalf of the Board reserves the right to delay payment, adjust payment or suspend or terminate this MOU in the event that FUSE's performance is not satisfactory or in compliance with the terms of this MOU. Prior to the Superintendent's exercise of the Board's right to delay or adjust payment or suspend or terminate this MOU, the Superintendent will provide thirty (30) calendar days written notice to FUSE and the Commissioner setting forth the specific performance issues that the Superintendent deems to be unsatisfactory and FUSE shall have fourteen (14) calendar days to outline in writing its proposal to cure the Superintendent identified concerns. If the Superintendent accepts FUSE's proposal, FUSE shall have no fewer than twenty-one (21) calendar days to implement its proposal to cure. Payment will be made by the Board to FUSE for any Services provided in accordance with the terms hereof within thirty (30) calendar days of its receipt of FUSE's invoice submitted in accordance with the terms of this Section.

4. Performance Standards:

FUSE 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 MOU, including but not limited to those ordinances pertaining to affirmative action and the living
wage; (iii) the terms and conditions of this MOU; and (iv) any and all
directives or instructions provided or issued by the Board.

5. Anti-Discrimination and Affirmative Action:

FUSE agrees to abide by all applicable provisions of the Hartford Municipal
Code, state law, and federal law regarding discrimination in employment in
performing this MOU. FUSE 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. FUSE
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. FUSE shall incorporate or cause
to be incorporated, the provisions of this clause in all subcontracts it enters
into pursuant to this MOU.

6. Personnel:

It is expressly understood and agreed that this is a Contract for Services and is
not a contract of employment, so that FUSE, 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.

7. Indemnification:

The FUSE hereby agrees to defend, indemnify and hold harmless the Board,
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 FUSE, its
employees, its subcontractors, and/or any of their respective employees,
agents, contractors, suppliers, and/or representatives in performance of this
Agreement.
8. Insurance:

FUSE shall furnish the following insurance coverage within ten (10) days of FUSE's execution of this Agreement. 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) calendar days prior to policy expiration.

The Board 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 FUSE 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 contractor, 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 FUSE 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 FUSE does not own vehicles used in the execution of the MOU, 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 Board, 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 MOU.

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

FUSE and the Board hereby expressly agree that the provision of such insurance in the amounts thereof do not in any way limit FUSE's obligation under Section 7 of this MOU.

9. Conflict of Interest:

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

10. FUSE Default.

10.1 Events of Default

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

(i) Whenever FUSE 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 MOU which on the part or behalf of FUSE are to be kept or performed, and FUSE fails to correct any such breach within ten (10) business days after FUSE's receipt of written notice of such breach from the Board; 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 FUSE's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to FUSE's performance of this MOU; or

(iii) whenever an involuntary petition shall be filed against FUSE under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of FUSE or of or for the property of FUSE shall be appointed without the acquiescence of FUSE, or whenever this MOU 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 FUSE or a corporation in which FUSE 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 FUSE within sixty (60) calendar days; or

(iv) whenever FUSE shall make an assignment of the property of FUSE 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 FUSE 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 FUSE under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever FUSE shall desert or abandon the Project; or

(v) If any competent authority shall have determined that FUSE 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 FUSE 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) calendar days past due.

10.2 **Election of Remedies**

If any Event of Default hereunder shall have occurred and be continuing, the Board 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 FUSE to correct or cure such default to the satisfaction of the Board; and/or

(iv) Terminate this Contract for cause in accordance with Section 11 hereof.

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

11. **Termination of MOU**

11.1 **Termination for Cause**

Upon the occurrence of any Event of Default, as set forth in Section 10 hereof, the Board may terminate this Contract by giving five (5) business days written notice thereof to FUSE.

11.2 **Termination for Non-availability of Funds**

In the event the Board shall not have funds available for the Project, the Board may terminate this Agreement following written notice thereof to FUSE.
11.3 **Termination at Will**

The Board or FUSE may terminate this MOU at any time by giving written notice by March 1st for the following July 1st (four months written notice).

11.4 **Payment upon Termination**

In the event this Agreement is terminated pursuant to Sections 11 or 3 above and unless FUSE is in default hereunder, the Board shall make full payment to FUSE for all Services performed in accordance with this Agreement up to and including the date of termination within sixty (60) days of such date of termination and presentation of FUSE's invoices therefore in accordance with Section 3 above.

12. **Amendment:**

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

13. **Subcontracts:**

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

14. **Disclaimer of Third Party Beneficiary:**

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

15. **Records:**

FUSE agrees to establish and maintain fiscal control and accounting procedures to assure proper accounting for all funds paid by the Board to FUSE pursuant to this MOU. FUSE further agrees to maintain all records and documents respecting this MOU and performance of this MOU until an audit acceptable to the Board 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 MOU has been made, whichever occurs first.

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

16. Reports and Records:

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

16.2 FUSE agrees to keep and maintain the confidentiality of all such records in compliance with all relevant Federal laws including those laws relating to student records and confidentiality and special education, and relevant Connecticut laws.

17. Severability:

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

18. Governing Law:

This Agreement 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.

19. Notices:

All notices, approvals, demands, requests, or other documents required or permitted under this Agreement 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 the Board: Hartford Board of Education
960 Main Street
Hartford, CT 06103
Attn: Dr. Beth Schiavino-Narvaez, Superintendent of Schools

To FUSE: Dr. Michael Sharpe, CEO
834 Asylum Avenue
Hartford, CT 06105

Carol Beebe
834 Asylum Avenue
Hartford, CT 06105

Additionally, notices regarding suspension and termination of this MOU shall also be sent to:

Commissioner of Education
State of Connecticut
165 Capitol Avenue
Hartford, CT 06106

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

20. Entire Agreement:

This Agreement 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
21. **Non-Waiver:**

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

22. **Security Checks:**

Pursuant to Board Policy 4112.5, FUSE agrees that no employee of FUSE who will work at Milner or who will work directly with Hartford students is listed on any Sex Offender Registry. Further, FUSE agrees to conduct criminal background and DCF background checks on all FUSE employees who will work with students at Milner. Additionally, FUSE shall provide a complete list of names of all FUSE employees who will perform work at Milner on an annual basis, to be updated as necessary. Such list shall be provided to the Office of Talent Management.
FOR THE HARTFORD BOARD
EDUCATION:

BY:____________________

Date:___________________

FOR FUSE:

BY:____________________

Date: 6/12/14

Approved as to form and legality

BY:____________________

Date:___________________
AGENDA

ITEM # 3

NEW BUSINESS

JUNE 17, 2014

APPROVAL OF THE LIGHTHOUSE PROGRAM AT SARAH J. RAWSON SCHOOL

DR. JACOBY

MS. ENGLAND

BACKGROUND

The Lighthouse School Steering Committee is recommending Sarah J. Rawson School to the Hartford Board of Education as a Hartford Public Schools Lighthouse School. Rawson School will adopt a Science, Technology, Engineering, Arts and Math (STEAM) model to continue to improve student achievement, provide an exciting neighborhood school opportunity to new and existing families and contribute toward stabilizing the neighborhood’s residential patterns. The model will have a business and industry focus and will officially be called STEAM: Business and Industry.

The City of Hartford has expressed its support of Rawson School’s Lighthouse candidacy and has provided an outline of a plan that proposes changes to the Blue Hills neighborhood to entice families to join the Rawson School community. Among the features presented by the City are: a collaboration with the State of Connecticut Department of Transportation to create a $28 million project to completely redesign Albany Avenue, including new paving, street trees, lighting, decorative pavers and safety improvements; a plan to create a mixed use town center in the Upper Albany neighborhood; a streetscape project that will create a green walkway along Woodland Street toward the gateway of Keney Park and more upscale housing opportunities available at Bowles Park and Westbrook Village.

The Hartford Public Schools Lighthouse School Initiative stems from the most recent Sheff vs. O’Neill stipulated agreement and represents the first time in history that the Hartford Public Schools was involved in Sheff vs. O’Neill negotiations. The intent of the Lighthouse School Initiative was to conduct a highly rigorous process to identify a neighborhood school in Hartford to receive a minimum of $2.25 million over a three-year period to enhance programs and continue to improve student achievement. The Lighthouse School Initiative is unique in that it seeks not only to improve student achievement at a school, but also to meet the intent of Sheff vs. O’Neill legislation by strengthening racial integration through natural changes to or stabilization of area residential patterns based on the attractiveness of the neighborhood school.

RECOMMENDATION

That the Hartford Board of Education approves the Lighthouse Program at Sarah J. Rawson School to begin implementation in September 2014.
Dr. Jacqueline Jacoby  
Special Assistant to the Board of Education  
Hartford Public Schools  
960 Main Street  
Hartford, CT 06103

Dear Dr. Jacoby:

The Connecticut State Department of Education (CSDE) staff members and I had the opportunity to meet with Kathleen England and Enid Rey of the Hartford Public Schools’ (HPS) Lighthouse Selection Committee on May 2, 2014. They presented information about the Lighthouse School selection process and the district’s selection, the Sarah Rawson School. We also had the opportunity to discuss many aspects of the project that relate both to the school and to community development issues. As a result of the meeting we asked Ms. England to provide additional information, which she has done.

The purpose of this letter is to inform you that I, Stefan Pryor, the Commissioner of Education, approve the selection of the Rawson School as the Lighthouse School with two conditions:

- The school’s Lighthouse Committee, HPS staff, and City of Hartford staff will develop a detailed work plan -- in cooperation with our CSDE team and for the CSDE’s approval -- which will include annual targets for development of the academic program, academic growth, school integration, neighborhood development, and the actions steps necessary to meet these goals. The plan is to be completed and submitted by November 1, 2014
- Continuing SDE support for the Lighthouse model’s implementation at the Sarah Rawson School will be contingent upon a satisfactory annual review.

I look forward to the successful implementation of the Lighthouse school.

Sincerely,

[Signature]

Stefan Pryor  
Commissioner of Education

SP:gp  
cc:  Charlene Russell-Tucker, Chief Operating Officer, CSDE  
Ralph Urban, Esq., Asst. Attorney General  
Glen J. Peterson, Director, Special Office & RSCO Office, CSDE  
Christina Kishimoto, Superintendent, Hartford Public Schools  
Kathleen England, Portfolio Director, Hartford Public Schools  
Melinda Kaufman, Assistant Legal Counsel, City of Hartford  
Alex Knopp, Esq., Plaintiffs Representative

P.O. Box 2219 • Hartford, Connecticut 06145
An Equal Opportunity Employer
I am writing to inform you that Sarah Rawson School is the Lighthouse School Steering Committee's recommendation to be named a Hartford Public Schools Lighthouse School. Our committee worked very hard with the eligible schools and their communities through the entire process. The schools and communities evidenced rigorous plans and discourse during the course of the project.

The following information is provided to serve as documentation of the Lighthouse School Initiative process:

- The Lighthouse School Steering Committee: Shonta' Browdy (Parent Representative), Kathleen England (Superintendent's Designee) Joshua Hall (Hartford Federation of Teachers Representative), Enid Rey (Parent representative) and Craig Stallings (Board of Education Representative) convened on January 7, 2014 and met consistently until April 9, 2014. Meeting topics included: overview of the project; presentation and discussion regarding school eligibility; presentation and discussion regarding potential school designs; development of application and rubric; presentation and discussion regarding Community Forums; development of site visit protocols and rubrics; and discussion of neighborhood demographics, housing prospects and community engagement.

- Neighborhood/Community Schools with School Performance Index (SPI) of 55 or higher were eligible to apply (the Lighthouse Steering Committee identified SPI 55 or higher with the theory that if the identified schools made 3 to 4 point SPI gains each year of the Lighthouse Initiative, they would be performing commensurate with schools in the goal range). Global Communications, Kennelly School, Parkville School, Rawson School and West Middle Elementary School were eligible to apply.

- All proposed designs were required to meet rigorous standards as outlined in the application. Suggested models were STEM, Expeditionary Learning, Breakthrough (replications of successful HPS models), develop small learning community and expand or enhance an existing successful design.

- Innovation around involvement of neighborhood and community partners was heavily weighted in the application. Candidates were required to evidence their plans to embed and sustain partners' involvement. Community involvement in the application development at each school site was a requirement.
• As the Sheff vs. O'Neill stipulated agreement states, "Lighthouse Schools refer to high quality schools or schools with the potential to become high quality schools designated for investment and initiatives designed to increase educational outcomes in priority school districts serving neighborhood or city-wide populations. The initiative seeks to strengthen racial integration through natural changes to or stabilization of area residential patterns based on the attractiveness of quality school investments and initiatives..." Given this statement, the committee examined neighborhood data closely. On March 5, 2014, I wrote a memo to Juan Figueroa, Mayor Segarra’s Acting Chief of Staff, requesting the following information about the five eligible schools’ neighborhoods: demographic profile and trends, including data reflecting the reduced isolation categories in the Sheff Stipulation from December, 2013; capital improvement projects or plans; city investments/resources devoted to the neighborhoods; prospects for residential development; plans for new infrastructure development; evidence of neighborhood revitalization organizations’ plans/priorities for FY 2014-15. We used the information provided by the City of Hartford in conjunction with information presented at site visits in our decision-making.

The following provides information on the Lighthouse School Initiative timeline and process:

• The Lighthouse School Steering Committee conducted Community Forums on February 19, 2014 and February 22, 2014. Forums were well attended and there was lively conversation.

• I met with eligible principals on February 24, 2014 to review the application process.

• All eligible schools submitted applications by the required date of March 13, 2014.

• The Lighthouse School Steering Committee scored applications independently then convened on March 17, 2014 to review applicants’ scores. Global Communications, Rawson and West Middle Elementary emerged as the finalists.

• The Lighthouse School Steering Committee convened on March 21, 2014 to review site visit schedules and rubrics for the finalists.

• The Lighthouse School Steering Committee conducted site visits at each finalist’s school site March 24-26, 2014. Site visits consisted of:

  1. A presentation by the school team, including an overview of the plan, data to support the plan, a rationale for the planned design or enhancement, a plan for increasing academic rigor, a plan for developing/retaining talent and a budget rationale.

  2. A presentation by community partners including information about their involvement in the plan’s development, plans for the partnership to support the design during and after the school day and a presentation of pertinent neighborhood considerations.

  3. Classroom Visits/Plans for improvement facilitated by the school team.
The Lighthouse School Steering Committee and Rawson School team convened on April 9, 2014. Our committee requested that Principal Martin and his team clarify a few points, which they did to our satisfaction.

Recommendation was made to the Superintendent on April 9, 2014 that Rawson School be moved forward to the Commissioner of Education and the Sheff plaintiffs for consideration as a Hartford Public Schools Lighthouse School. Rawson School will implement a STEM design that will simultaneously allow them to continue to improve their literacy scores and accelerate student achievement in math and science. Rawson has an ambitious plan to pursue science and industry partners to enhance their model.

The Superintendent made her recommendation to Commissioner Pryor that Rawson School be moved forward as a Hartford Public Schools Lighthouse School. Commissioner Pryor informed the Sheff plaintiffs as to the recommendation.

At the Sheff plaintiffs’ request, Principal Martin and I met with them on April 23, 2014 to discuss the Lighthouse School process. I provided an overview of the process and selection rationale. The plaintiffs were pleased with the school plan but requested an assurance that the City of Hartford was invested in the Lighthouse School Initiative and that they would develop a plan for partnership.

I met with Jose Colon-Rivas, Director of the Department of Families, Children, Youth and Recreation for the City of Hartford; Jacqueline Jacoby, Special Assistant to the Hartford Board of Education; and Thomas Deller, Director of Development Services for the City of Hartford, on April 29, 2014 to discuss the Lighthouse School Initiative and relay the Sheff plaintiffs’ sentiments. We had a very positive discussion about the partnership potential between the Hartford Public Schools and the City of Hartford in support of the Lighthouse School Initiative.

At the Commissioner of Education’s request, I provided a presentation for him and his team (Glen Peterson, Division Director of the Regional School Choice Office, CSDE; Enid Rey, Regional School Choice staff member, CSDE; Charlene Russell-Tucker, Chief Operating Officer, CSDE; and two attorneys representing the state’s interest in Sheff negotiations). We had a robust discussion about the project and Commissioner Pryor was quite enthusiastic about the work done on the project to date. He expressed his satisfaction with the thoroughness of the process and the choice of Rawson School as the successful Lighthouse candidate. Commissioner Pryor granted conditional approval of Rawson’s candidacy as a Lighthouse School and requested some additional information. I submitted a letter to him via email on May 12, 2014 in response to his request.

On May 9, 2014, Glen Peterson informed the Hartford Public Schools that Commissioner Pryor would not be approving the Lighthouse School Initiative until additional information was provided. Specifically, the Commissioner asked for:
1. A more detailed plan for Rawson School’s implementation of a STEM (now STEAM) model, including information on student activities and outcomes as well as links to industry partners.
2. An explanation of more creative, less expensive ways to extend learning time for students.
3. More detail about how staff will be recruited and trained to work with the STEAM: Business and Industry design.
4. Detailed action plans in the areas of reading, science and math that address the projected 4-point SPI gain per year.
5. Written communication from the City of Hartford outlining their commitment to development in support of the Lighthouse School initiative.

- I submitted a letter and a statement from the City of Hartford (attached for your review) to the Commissioner via email on June 4, 2014 in response to his requests.

- Glen Peterson informed the Hartford Public Schools on June 11, 2014 that the Commissioner was approving the recommendation that Rawson School be named a Lighthouse School.
AGENDA

ITEM # 4

RESOLUTION JUNE 17, 2014

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH CREC DR. JACOBY

BACKGROUND

WHEREAS, John C. Clark Elementary School ("Clark") is a Hartford public school that serves approximately 370 students in kindergarten through eighth grade; and

WHEREAS, on or about January 22, 2014, Stefan Pryor, the Commissioner of Education of the State of Connecticut (the "Commissioner") initially selected the Clark School to participate in the Commissioner's Network of schools; and

WHEREAS, the Clark Turnaround Committee met on April 29, 2014, and unanimously approved the Turnaround Plan pursuant to Connecticut General Statutes §10-223h that included the Turnaround Plan as a foundation for the process at Clark School with Capital Region Education Council ("CREC") as the lead partner at Clark with respect to Clark's participation in the Commissioner's Network; and

WHEREAS, the State Board of Education approved John C. Clark School as a Commissioner's Network school pursuant to Section 10-223h on May 7, 2014 subject to various conditions;

WHEREAS, the State Board of Education requires, as a condition of approval, the execution of a performance-based contract regarding CREC's role as a Lead Partner for Clark School; and

WHEREAS, on May 20, 2014, the Board authorized and directed the Special Assistant to the Board of Education to draft a performance-based contract with CREC to define the relationship between CREC, as the lead partner for Clark School, and the Hartford Board of Education.

RECOMMENDATION

That the Hartford Board of Education authorizes and directs the Special Assistant to the Board of Education to execute the Memorandum of Understanding with CREC, effective through June 30, 2017, unless extended.
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AGENDA

ITEM # 5

NEW BUSINESS JUNE 17, 2014

APPROVAL OF EDUCATIONAL SERVICES
AGREEMENT WITH GOODWIN COLLEGE

DR. JACOBY
MS. ALTIERI
MR. ROLDAN

BACKGROUND

In 2009 Hartford Public Schools and Goodwin College entered into a partnership to provide the Pathways Academy of Technology and Design a permanent home. Through the passage of Public Act 09-6, the Connecticut General Assembly approved the transfer of the grant commitment to Goodwin College in East Hartford.

The Educational Services Agreement outlines the partnership by and between Hartford Public Schools specifically the Pathways Academy of Technology and Design and Goodwin College, Inc. This agreement includes a term of 20 years and outlines duties assigned to and costs assumed by Hartford Public Schools and Goodwin College.

RECOMMENDATION

That the Hartford Board of Education authorizes the Superintendent of Schools or her designee to enter into an educational services agreement in the form and substance attached and to negotiate and approve such other terms and conditions as may be in the best interests of the Board of Education.
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AGENDA

ITEM # 6

NEW BUSINESS

APPROVAL OF UPDATED EDUCATIONAL SPECIFICATIONS FOR RENOVATION OF WEAVER HIGH SCHOOL  

JUNE 17, 2014

DR. JACOBY

DR. SLATER

BACKGROUND

In 2012, the Hartford Public Schools submitted a grant application, ED049, with Educational Specifications for a construction project to renovate Weaver High School which was approved in July 2013 by the State legislature.

Since that time, a number of changes have occurred. The first were the enrollment projections provided by Milone and MacBroom, Inc. in an updated enrollment study (May 2014) which shows a decline in student population from 1354 to 877 rounded to 900. The second was the concern regarding the cost of renovating the original features such as the field house, pool and auditorium.

Senate Bill (SB) – 475 permits the Weaver facility to be renovated in phases and to retain the original features and still receive reimbursement rates for these renovations. The revised Educational Specifications reflect these changes in both enrollment and renovations.

RECOMMENDATION

That the Hartford Board of Education accepts and approves the Updated Educational Specifications for the renovation of Weaver High School, dated June 17, 2014, and authorizes their use in the project’s design and for submission of the documents to the Office of School Facilities for revising the construction grant.

Attachments: Updated Educational Specifications with Executive Summary
Executive Summary – Weaver High School Construction Project

Weaver Strong! You can hear this throughout the community and it is seen on shirts symbolizing the pride and enthusiasm the community has for its school. Weaver has been, and continues to be, a commanding force in high school athletics. Many of Weaver’s graduates have become prominent professionals, politicians and community leaders. One of the goals of this construction project is to renovate the school but also to preserve as many facets of the original building to help showcase Weaver’s rich history.

In 2012, Hartford Public Schools submitted a grant application, EDD49, with Educational Specifications (Ed Specs), for a construction project to renovate Weaver High School. This grant was approved and authorized in July 2013, by the State legislature. The design work for Weaver was to begin in August 2013 and construction was to start in May 2015. However, the project was delayed when the City of Hartford began to have concerns regarding the cost of renovating the field house and pool.

In January 2014, the Blue Hills Civic Association approached Hartford Public Schools with concern over the delays of the project. After several months of meetings and communications with elected City officials, community advocates and the Board of Education, it was suggested and ultimately decided that the cost to renovate the field house and auditorium would have a significant negative impact on the per student square footage reimbursement rate for the construction project.

To assist financially with this project, the 2014 State legislature approved the City’s request to receive financial relief through Senate Bill (SB) - 475. Senate Bill - 475 is a bill concerning the authorization of State Grant commitments and changes for school building projects and changes to the statutes regarding school building projects. Allowances for excess facility square footage and other project funding benefits were received as part of Senate Bill 475. These allowances will permit the facility to be renovated in phases and to retain original features such as the field house, pool and auditorium, despite the reduced enrollment. The following sections of 2014 Senate Bill-475 specifically pertain to the Weaver Construction project:

- Sections 538a of the legislation allocate funds to cover increased state exposure for granting renovation status (thus covering some otherwise ineligible costs) and
- Section 538c of the legislation provides better reimbursement rates on the expenses to renovate the auditorium and field house.

There have been significant changes in enrollment patterns in Hartford Public Schools since the original grant application that was submitted in 2012. The District Administration and Arcadis/O&G Program Management have revised our original Ed Specs. As a requirement of the grant application
process, Milone & MacBroom, Inc. was contracted by the Hartford Board of Education to provide updated enrollment projections to assist the Hartford Public Schools in developing methodologies for use in school planning for the Weaver High School renovation project.

The original 2012 enrollment study completed for the grant application for Weaver High School projected a student enrollment of 1354 students. The recently updated and revised (May 2014) enrollment study currently projects a maximum student enrollment of 877 students. For design purposes, it is recommended that a 900 student population be utilized.

Weaver High School Phase-In Student Projections, 2014-15 to 2021-22

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</table>

The renovation of Weaver High School involves its transformation into a theme/academy-based District Choice school, expanding to include culinary arts and hospitality, a new arts and sciences program, and a new architecture and urban design program. The newly renovated Weaver will open for students and staff in the fall of 2018.

An exploration of pathways into the three themes/academies for our K-8 students has begun. In addition, the University of Hartford will play an important role in the Weaver project. There are discussions with the University of Hartford to help develop college-ready curriculum for the new academies. Because of Weaver's proximity to the University of Hartford Campus, we are looking into the possibility of qualified Weaver students taking college courses (for credits) at the University of Hartford. The University of Hartford has demonstrated great support for our school district. We look forward to working with the University of Hartford in creating and sustaining student success in these school models.

An updated interest survey conducted in May of 2014, of North End (Zone 1 and Zone 2) students in grades 6-8 and their parents indicated that the interest level in the original 2012 survey identified themes/academies was still sustained.

1. Hospitality & Tourism Theme/Academy at Weaver High School — the Culinary Arts Program will transition into the more expansive hospitality and tourism field to increase opportunities for students. Culinary arts programming will be included in the hospitality component of the expanded program.

2. Arts & Sciences Theme/Academy at Weaver High School — the Arts & Sciences Program is a college preparatory model for students, grades 9-12, who are interested in a program that will emphasize two complementary disciplines, the arts and sciences through specialized courses. The school has an established partner, the University of Hartford, which will provide an early college experience for students, who will attend college classes for dual credit and also
participate in internships. The academy will be a gateway for students planning to major in Liberal Arts, Mathematics, Sciences, Law, Medicine, or Social Sciences.

3. Academy of Architecture & Urban Design Theme/Academy at Weaver High School - the Architecture & Urban Design Program will work to develop student interest in the field of Architecture & Urban Design. Through unique partnerships with institutions of higher education including the University of Hartford and community organizations, students will combine classroom instruction with real world urban planning experiences.

Our recommendation is that the Hartford Board of Education approves the Updated Educational Specifications.
EDUCATIONAL SPECIFICATIONS FOR
WEAVER HIGH SCHOOL
HARTFORD, CT
UPDATED For Approval by the Board of Education
June 17, 2014

1. PROJECT RATIONALE and EDUCATIONAL MISSION

To preserve the availability of a “neighborhood” high school for the North End community, recognizing the Hartford Board of Education’s desire for additional special-focus programs for their students and to support the continued transition toward smaller learning communities, the planners suggest that Weaver High School be renovated to assume a reconfigured as a single high school comprised of three themed learning communities. The facility will contain specialized facilities needed to support individual school themes, while common core areas, such as athletic, arts and library resources would be shared by all students on the campus. As the original facility was constructed for over 2000 students and the new design occupancy is slated to be 900 students, the proposed facility size will be much less than existing.

Allowances for excess facility square footage and other project funding benefits were received as part of Senate Bill 475 in the 2014 legislative session. These allowances will permit the facility to be renovated in phases and to retain original features such as the field house, pool and auditorium, despite the reduced enrollment. Weaver High School will continue to support the sports and arts programs of other school programs throughout the district. These District-wide benefits of a renovated Weaver provided support for the request for relief of the space standards.

The National Foundation Academy (NAF) Academy of Hospitality and Tourism is an expansion of the existing Culinary Arts Academy presently located at Weaver. Students will learn real-life lessons in related businesses outside of school that are integrated with a rigorous classroom curriculum. The program demands a strong academic foundation in the core curriculum which will prepare students for post-secondary studies in hospitality and tourism. NAF academies are committed to having students graduate prepared for college and professional success beyond high school. Curriculum for the Academy of Hospitality and Tourism contains essential content based on expertise from leaders in the hospitality and tourism industry and education experts. Along with academic courses required for graduation, students take one or two specialized courses each semester which include courses such as:

- Introduction to Hospitality and Tourism
- Economics
- The Business of Hospitality and Tourism
- Geography and World Culture, Sports, Entertainment and Event Management
- Principles of Hospitality and Tourism

Paid internship is an integral component to the NAF Academy model. Students work as paid interns at hotels, museums, travel centers, sports facilities and other hospitality and
tourism-related settings. These internships connect academies to the real world of work and establish important relationships between students and adult professionals in the related fields of hospitality and tourism.

The Arts and Sciences Academy at Weaver High School will be a college preparatory model for students in grades 9-12 who are interested in a program that will emphasize two complementary disciplines, the arts and sciences, through specialized courses. Proposed to open for Grade 9 students upon the completion of the renovations, the school will expand by one grade per year and reach capacity in the fourth year of re-occupancy. The established college partner for this program is the University of Hartford, which will provide opportunities for senior students to participate in an early college experience by attending college classes for dual credit and by participating in internships. The academy will be a gateway for students planning to major in Liberal Arts, Mathematics, Sciences, Law, Medicine or Social Sciences.

The Academy of Architecture & Urban Design will serve students in grades 9-12 that works to develop student interest in the field of Architecture & Urban Design. The academy will combine classroom instruction with real world urban planning experiences. Through unique partnerships with institutions of higher education including the University of Hartford and community organizations, students will extend classroom experiences into their communities to analyze, design, and advocate community architecture and urban designs. Proposed to open for Grade 9 students upon the completion of the renovations, the school will expand by one grade per year and reach capacity in the fourth year of re-occupancy. The four-year program will incorporate technology, service learning, civic engagement, and community advocacy into class projects, elective courses, and experiential learning opportunities within the city of Hartford. Students will be introduced to skills and professions which plan, design, and transform communities to create a better future and make a difference in the world.

The AAUD theme would include health and quality of life concerns in urban places – transportation systems, economy, the environment, physical design and facilities, and the culture and politics of a city to maintain quality of life. Urban planning examines the consequences of present actions on the future of quality of life in the city.

2. FACILITY DESCRIPTION

In general the features of the renovated facility will be as follows:

- Existing auditorium and associated spaces will be retained and renovated
- Academic space will consist either of reduced size and heavily modified space within the original academic wing, or a replacement wing built to current standards, as determined by a best value analysis
- The current Field House and pool wing will be retained and renovated at a later date although minor work necessary to maintain essential functions will be performed
- The building will be multi-story with full fire protection
Educational Specifications
Weaver High School
Hartford, Connecticut

- All new and renovated construction will comply with current building, fire safety, high performance building and accessibility codes, will address current educational technologies (voice, data, wireless data and video) and anticipate the addition of future technologies and will utilize energy efficient materials and systems, including full air conditioning.
- Attention will be given to maximizing the use of natural lighting as appropriate to the programmatic use of the space.
- Building materials and finishes will be selected based on durability, ease of maintenance and lifecycle cost. Use of carpeting will be limited for indoor environmental reasons.
- The building will be designed to allow after hours use of the more public, multi-use spaces without compromising the security of the remainder of the building.
- State of Connecticut High Performance Building Standards will be the basis of design.

3. **SPACE PROGRAM**

With legislative relief of the student enrollment-based space standards, the renovated facility is permitted to retain otherwise irreplaceable features, such as the multi court field house, pool and sizeable auditorium. Financial prudence requires the overall facility to be as efficiently designed as possible while supporting twenty first century educational expectations in a context of durability, efficiency and flexibility. The design team’s first task will be to develop a space utilization plan aimed at right-sizing the academic and administrative core of the facility while maintaining and partly repurposing the spaces associated with the auditorium, field house and pool. It is expected that the final facility square footage will total between 200-250,000 square feet. As enrollments in the distant future cannot be accurately anticipated, the design will consider ways in which additional academic space can be provided in the future.

4. **BUILDING SYSTEMS**

**Security:** All district security standards and protocols for security will be adhered to. The school will be designed to restrict access to instructional areas of the school when community events take place during non-school hours. The design will include features required by and consider all recommendations of the State of Connecticut School Security Infrastructure Standards and Safety Plan. Basic features of school security will include access control, lighting, cameras, and communications systems.

**Public Address:** The building public address system will cover all circulation, office, teaching and large common areas such as the auditorium and cafeteria.

**Technology:** Technology standards will be issued during the construction phase to afford access to the latest in networking technology. Wireless networking will be considered where appropriate. Accommodations for student laptop computers and “Smart Boards” will be made.
Phone System: A comprehensive phone system will be integrated with the technology component of the project, and phones will be installed throughout the facility. All support and instructional spaces will be included.

Clock and Bell System: The clock and bell system will serve all support and instructional spaces.

Fire Alarm: An addressable fire alarm system providing full smoke or heat detection will be installed. Integration with the security system will be explored.

5. **INTERIOR BUILDING ENVIRONMENT**

Acoustics: Generally, suspended acoustical ceiling will be installed throughout the building. Specialty areas will have plaster or drywall ceiling surfaces. Walls: Classroom and corridor walls will generally be constructed of concrete masonry units. Low abuse areas will utilize steel stud and drywall partitions. In specialized areas such as the media center, cafeteria, and music rooms, acoustical treatments will be installed. Typical wall finishes will consist of epoxy paint.

Lighting: Natural lighting will be utilized to the greatest practical extent within the facility. Artificial lights will be energy efficient and appropriate for the programmatic use of the space. Motion sensors will be installed.

HVAC: The heating system will be served by high efficiency boilers. Full air conditioning and mechanical ventilation will be provided. Energy saving strategies, such as air-to-air heat exchangers and waste heat recovery will be explored. A computerized energy management system will be installed. Incorporation of alternative energy systems which will offer “living laboratory” opportunities will be explored.

Plumbing: All plumbing will comply with current codes and will seek to minimize water usage. Alternative water treatment and recycling measures will be explored.

Fire Protection: The facility will feature a full automatic sprinkler system. Special extinguishing systems will be employed at kitchen equipment locations.

Windows/Doors: Windows will be energy efficient and low maintenance. Windows will allow for natural ventilation. Glazing will be selected to provide security and resistance to vandalism. Classrooms will be provided with glazing or door-mounted vision panels appropriate to the security plan. Rated doors will be installed in accordance with fire code. All door locks will be keyed to a building master as well as a Board of Education grand master key. Classroom locksets will include lockdown capability.
6. **SITE DEVELOPMENT**

Site Acquisition: As the current site has served Weaver well for over 40 years, no additional land will be acquired.

Parking: On-grade parking for staff, students and visitors will be developed consistent with final site use. Consideration will be given to use of the building for community events. ADA and other code requirements will be addressed in the design of parking facilities.

Drives: Existing points of access to the site will be maintained as appropriate. A new on-grade vehicular and pedestrian crossing across the railroad tracks separating the Weaver and University of Hartford campuses has been approved by legislation to be a reimbursable component of this project. Consideration will be given to bus traffic, community access, parking locations, and student safety.

Walkways: Walkways will be provided within the school grounds to provide access to the parking lots, playing fields, and bus pickup/drop off areas.

Outdoor Athletic Facilities: It is desired to provide the following outdoor athletic facilities, as deemed possible by site/cost constraints:

- Game field, sized for soccer, which will also serve as the game field for football, lacrosse and field hockey, with scoreboard and seating
- One or more practice fields, serving football, soccer, lacrosse and field hockey
- Softball field
- Baseball field
- All weather running track, encircling the game field, with track and field event preparations
- Tennis courts (existing) will be preserved if possible

Landscaping: Landscaping will be designed to maintain clear sightlines for security and to minimize hiding places. Plant materials will be selected which require little maintenance and which complement the building and site. Energy conservation
through the appropriate placement of shade trees and wind breaks will be considered.

7. **CONSTRUCTION BONUS REQUESTS**

Weaver High School as planned will not house any of the special programs eligible for a school construction bonus.

8. **COMMUNITY USES**

The renovated high school will be designed to facilitate activities during the school hours, before and after school hours, and throughout the calendar year. It will be a community resource to the entire city. Uses will include but not be limited to the following:

- PTO will use the media center and conference rooms for meetings before and after school, the media center may be offered as an after hours community resource
- The Recreation Department may use the fields, field house and pool for activities outside of school hours
- Summer Enrichment Programs will be held here
- Neighborhood and City-wide Community Meetings take place in the evenings
- Youth club programs will be run here after school
- Community productions may occur in the auditorium during summer evenings and at selected times during the school year.
- The following community groups have used Weaver High School in the past and are expected to continue to use the renovated Weaver High School – Blue Hills Civic Association Boys and Girls Club of Hartford, Cultural Dance Troupe of the West Indies, Hartford Youth Scholars Foundation, and Urban League of Greater Hartford.
AGENDA

ITEM # 7

OLD BUSINESS

SECOND READING AND ADOPTION: VARIOUS
HARTFORD PUBLIC SCHOOLS POLICIES  POLICY COMMITTEE

JUNE 17, 2014

BACKGROUND

The following policies are being considered for first reading:

A. Revised Policy No. 4118.3 Harassment (Personnel)
B. Revised Policy No. 5163 Harassment (Students)
C. Revised Policy No. 5121 Promotion, Retention, Intervention
D. New Policy No. 5161 - School Pool Safety
E. New Policy No. 6131 Online Learning

RECOMMENDATION

That the Hartford Board of Education accepts the second reading and adopts the revised policy on 'Harassment' for personnel, revised policy on 'Harassment' for students, revised policy on 'Promotion, Retention, Intervention', new policy on 'School Pool Safety', and new policy on 'Online Learning.'
Personnel -- Certified/Non-Certified

Harassment

It is the policy of the Hartford Board of Education that all faculty, staff and students, parents and all other members of the school community treat each other with dignity and respect. No form of harassment will be tolerated whether related to race, ancestry, color, religious creed, national origin, age, sex, sexual orientation, gender identity or expression, disability, marital status, present or past history of mental disorder, intellectual disability mental retardation, learning disability or physical disability, or genetic information.

Definitions

Harassment is defined as unwelcome discriminatory behavior toward an individual or individuals on the basis of race, ancestry, color, religious creed, national origin, age, sex, sexual orientation, gender identity or expression, disability, marital status, present or past history of mental disorder, intellectual disability mental retardation, learning disability or physical disability, or genetic information. Abilities unrelated to performance when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of school accommodations or of employment.
- Submission to or rejection of such conduct is used as a basis for education or employment decisions affecting the individual.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's school or work performance or creating an intimidating, hostile, or offensive school or work environment.

Forms of harassment may include spoken and/or written remarks, symbols, caricatures, physical contact, gestures and innuendo, the display of posters, book covers, T-shirts or other items that contain images or words that can be interpreted as harassing.

No form of harassment will be tolerated in the Hartford Public Schools.

All reported incidents of harassment will be promptly and thoroughly investigated. Any person, including students, employees, visitors and vendors engaged in an action or continuing harassment will be subject to appropriate disciplinary action, up to and including expulsion or termination of employment. The Hartford Public School System will also discipline any individual who retaliates against any person who testifies, assists, or participates in an investigation, proceeding, or hearing relating to a harassment complaint. Other members of the school community are within the jurisdiction of this policy and are subject to its terms.

Legal Reference

- 42 USC, s2000(e), (Title VII)
- 29 CFR, s1004.11 (EEOC Guidelines on Sexual Harassment)
- Connecticut General Statutes 46a-60(b)
- PA 11-55, Discrimination on Account of gender identity or expression

Policy adopted: July 5, 1999
Policy updated: November 1, 2005
Policy revised: May 21, 2013

HARTFORD PUBLIC SCHOOLS
Hartford, Connecticut
Students

Harassment

It is the policy of the Hartford Board of Education that all faculty, staff and students, parents and all other members of the school community treat each other with dignity and respect. All are entitled to freedoms from any kind of personal harassment. No form of harassment will be tolerated whether related to race, color, religious creed, national origin, ancestry, age, sex, sexual orientation, gender identity or expression, disability, marital status, present or past history of mental disorder, mental retardation, learning disability or physical disability, or abilities unrelated to performance.

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- Submission to such conduct is made either explicitly or implicitly a term or condition of school accommodations or of employment.
- Submission to or rejection of such conduct is used as a basis for education or employment: decisions affecting the individual.
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Legal Reference

Title IX of the Education Amendments of 1972 (42 U.S.C. 1134n et seq.)
Connecticut General Statutes 10-15c Discrimination in public schools prohibited
42 USC, s2000(e), (Title VII)
29 CFR, s1004.11 (EEOC Guidelines on Sexual Harassment)
PA 11-55 Discrimination on account of gender identity or expression

Policy adopted: July 6, 1999
Policy updated: November 1, 2005
Policy revised: May 21, 2013

HARTFORD PUBLIC SCHOOLS
Hartford, Connecticut
Students

Promotion, Retention, Intervention Policy

The Hartford Public School System is dedicated to the continuous academic, social, emotional and physical development of all students. The school system will provide qualified staff with a well articulated curriculum where students are expected to achieve acceptable performance standards at each grade level. These standards are determined by the Hartford Public Schools taking into consideration the benchmarks set by the Connecticut State Department of Education.

The promotion of students will be directly related to their demonstrated proficiency or developmentally appropriate progress toward achieving performance standards. In an effort to support all students, an emphasis should be placed on the early identification of students who are experiencing difficulty academically and providing those students with the appropriate supports and supplemental services. Each school will be responsible for providing supports and supplemental services to each child who is not demonstrating proficiency in achieving these performance standards through the use of Scientific Based Researched Interventions (SRBI). SRBI is defined as an instructional approach that focuses on assessing current and on-going academic and behavioral performance and responding with targeted, appropriate instruction and supports.

The decision to retain a student is made by a team that includes the principal, teacher/s, support staff, and the parent or legal custodian of the student. The decision to retain a student should be made only when the appropriate interventions have been utilized, and all other alternatives to retention have been considered. When a decision is not reached unanimously by the team, an appeal may be made to the superintendent, or designee.

If the team decision is to retain the student, a developmentally appropriate academic intervention plan must be developed and implemented to meet the student’s individual needs. Student progress must be monitored by the team throughout the plan implementation.

The Promotion, Retention, Intervention Administrative Regulations will be reviewed annually, by the appropriate department, from the date of implementation to ensure alignment with the Connecticut Core Standards and current educational research.

Legal Reference: Connecticut General Statutes 10-221(b) and 10-223(a)

Policy adopted: March 2, 1999
Policy updated: November 1, 2005
Policy proposed: May 20, 2014

HARTFORD PUBLIC SCHOOLS
Hartford, Connecticut
Students

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The decision to retain a student is made by a team that includes the principal, teacher(s), support staff, and the parent or guardian of the student. The decision to retain a student should be made only when the appropriate interventions have been utilized, and all other alternatives to retention have been considered. The school system will provide appropriate educational interventions for students who need additional opportunities via ongoing assessment. If a student does not demonstrate proficiency after being provided educational interventions, that student may be retained in the same grade. However, educational interventions will be provided regardless of whether a student is promoted or retained.

If the team decision is to retain the student, a developmentally appropriate academic intervention plan must be developed and implemented to meet the student's individual needs. Student progress must be monitored by the team throughout the plan implementation.

- a means for providing appropriate services for students who require additional support;
- descriptions of school system's and site interventions, including regular school day and extended day/year programs; and
- an evaluation component to assess the effectiveness of each intervention.

This Promotion, Retention, Intervention Policy and the Academic Area Outcomes Administrative Regulations will be reviewed on alternate years annually from date of implementation to ensure alignment with State and district the Connecticut Core Standards standards and new current educational research.

Contingencies:

- The effective date will be no later than school year 1999-2000.
- The resulting programs will be implemented to the extent permitted by available funds.
The administration will provide the board, for their review, a set of regulations promulgated on this policy.

Legal Reference: Connecticut General Statutes 10-221(b) and 10-223(a)

Policy adopted: March 2, 1999
Policy updated: November 1, 2005
Policy proposed: May 15, 2014

HARTFORD PUBLIC SCHOOLS
Hartford, Connecticut
Students

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Policy adopted: March 2, 1999
Policy updated: November 1, 2005
Policy proposed: May 15, 2014

HARTFORD PUBLIC SCHOOLS
Hartford, Connecticut
Students

Physical Education

School Pool Safety

The Hartford Public Schools Board of Education considers swimming an important life skill. The Board believes that our students should be given the best chance to learn to swim, and as early as possible.

The Board believes it is fortunate to be able to have a pool in a school facility or to have access to a pool for aquatic activities. Therefore, safety is of paramount importance. Students are not allowed to utilize the pool for any aquatic activity without certified staff supervision as required by P.A. 13-161.

The instructional program serves as a vehicle and vital component of the health, physical education, and co-curricular activities within the District’s public schools. The program’s primary goal is to teach safety awareness, develop basic swimming skills, and enhance the proficiency level of all aquatic skills. The program also aims to improve personal and community safety skills and help students develop a commitment to lifetime fitness.

Students at the high school level may also participate in interscholastic swimming competition. The athletic program shall provide opportunities for students to demonstrate swimming proficiency through competitive events as well as an opportunity for students to excel and experience success, while promoting and applying concepts of teamwork, sportsmanship, respect for others and high standards of conduct and honor.

All District schools, which have swimming pools and/or any pool the Board approves for aquatic instruction and activities, and offer instruction in swimming and/or diving are covered by this policy. In addition those schools also may offer extracurricular aquatic activities, including swimming and diving teams. This policy is designed to promote safety for students, staff, and community members by requiring appropriate staffing, a swimming pool safety plan, and appropriate water safety equipment at these pools while any aquatic activities are being conducted. All persons involved in the instruction, supervision, and coaching of such activities shall be appropriately trained, certified and recertified as required.

This policy applies to all aquatic activities. Aquatic activities include swimming, wading, diving, water polo and any other curricular and extracurricular activities the District conducts or may conduct in the future in any pool owned, leased, or used by the Board of Education.

Definitions

School swimming pool means any swimming pool approved for use by a local or regional Board of Education for student aquatic activities.
Physical Education

School Pool Safety (continued)

**Student aquatic activities** means any physical education class, interscholastic athletics or extracurricular activities offered to students by the Board of Education that makes use of a school swimming pool.

**Qualified swimming coach** means any person who (A) holds a valid coaching permit issued by the State Board of Education, and (B) (i) is certified as a lifeguard by the American Red Cross or another nationally-recognized organization that conducts aquatic training programs, (ii) has completed a safety training for swim coaches and instructors course offered by the American Red Cross or an organization approved by the State Board of Education, or (iii) was certified as a lifeguard for at least five years during the previous ten years and has at least five years’ experience as a swimming coach or an instructor of a physical education course that makes use of a school swimming pool.

**Qualified educator** means any person who (A) holds a valid certificate issued by the State Board of Education, pursuant to section 10-145b of the general statutes, with an endorsement in physical education, (B) (i) is certified as a lifeguard by the American Red Cross or another nationally-recognized organization that conducts aquatic training programs, (ii) has completed a safety training for swim coaches and instructors course offered by the American Red Cross or an organization approved by the State Board of Education, or (iii) was certified as a lifeguard for at least five years during the previous ten years and has at least five years’ experience as a swimming coach or an instructor of a physical education course that makes use of a school swimming pool, (C) is certified in cardiopulmonary resuscitation, pursuant to section 19a-113a-1 of the regulations of Connecticut state agencies, as amended from time to time, and (D) has completed a course in first aid offered by the American Red Cross, the American Heart Association, the Department of Public Health or any director of health.

**Qualified lifeguard** means any person who (A) is sixteen years of age or older, (B) is certified as a lifeguard by the American Red Cross or another nationally-recognized organization that conducts aquatic training programs, (C) is certified in cardiopulmonary resuscitation, pursuant to section 19a-113a-1 of the regulations of Connecticut state agencies, as amended from time to time, and (D) has completed a course in first aid offered by the American Red Cross, the American Heart Association, the Department of Public Health or any director of health.

**Minimum Staffing and Qualifications**

Any physical education course using a swimming pool shall have at least one qualified/certified instructor with an endorsement in physical education. Such instructor must also be a certified lifeguard, certified in cardiopulmonary resuscitation offered by the American Heart Association (AHA) or the American Red Cross (ARC) and has completed a first aid course offered by the American Red Cross, the American Heart Association, the Department of Public Health or any director of health, as certified by the agency or director of health offering the course.
Physical Education

School Pool Safety (continued)

In addition to the aforementioned qualified/certified instructor, another individual, either a qualified educator, qualified swimming coach or a qualified lifeguard is required to be on duty to supervise the students for all pool classes. This additional individual is also required to be a certified lifeguard, certified in cardiopulmonary resuscitation and completed a first aid course, as described above. The Board of Education, to fulfill this statutory requirement of a second person to be present during classes using a swimming pool, allows the hiring of a lifeguard to help the swimming instructor supervise the swimming class if such lifeguard is at least sixteen (16) years of age or older and meets the above criteria for an instructor. Such lifeguard must be under the supervision of the certified instructor.

NOTE: P.A. 13-161: AAC Pool Safety at Public Schools, requires, for the school year commencing July 1, 2014, and each school year thereafter, no local or regional board of education shall offer a physical education course that makes use of a school swimming pool unless there is at least one qualified educator who shall serve as the instructor of such physical education course and be responsible for implementing the provisions of the school swimming pool safety plan and at least one qualified educator, qualified swimming coach or qualified lifeguard who shall be solely responsible for monitoring such school swimming pool for swimmers who may be in distress and provide assistance to such swimmers when necessary.

For the school year commencing July 1, 2014, and each school year thereafter, no local or regional board of education shall permit any student to participate in any interscholastic athletic activity that makes use of a school swimming pool unless there is at least one qualified swimming coach who shall serve as a coach of such participating students and be responsible for implementing the provisions of the school swimming pool safety plan, and at least one qualified educator, qualified swimming coach or qualified lifeguard whose primary responsibility is to monitor the school swimming pool for swimmers who may be in distress and provide assistance to such swimmers when necessary.

For the school year commencing July 1, 2014, and each school year thereafter, no local or regional board of education shall offer any extracurricular activity that makes use of a school swimming pool unless there is at least one qualified lifeguard who shall (1) monitor the school swimming pool for swimmers who may be in distress and provide assistance to such swimmers when necessary, and (2) be responsible for implementing the provisions of the school swimming pool safety plan.
Physical Education

School Pool Safety (continued)

Pool Safety Plan

The Board, offering a physical education course and aquatic programs that make use of a swimming pool, shall adopt a Swimming Pool Safety Plan, not later than July 1, 2014. Such Swimming Pool Safety Plan shall include, but is not limited to, required staffing patterns, best practices regarding swimming pool safety, the requirements of the Public Health Code, and any other provisions deemed necessary and appropriate for ensuring the safety of students who use such swimming pools for student aquatic activities. The Swimming Pool Safety Plan shall be reviewed and updated as necessary prior to the start of each school year.

The District will adhere to the regulations of the Connecticut Department of Public Health, 19-13-B33b, applicable to public pools.

Legal References:  Connecticut General Statutes
PA 13-161 An Act Concerning Public School Pool Safety

Policy Adopted: Hartford Public Schools
Hartford, Connecticut
Instruction

Online Learning

Background

The Hartford Public Schools Board of Education (HPS BOE) believes that a variety of learning options, including online courses and programs, are critical for 21st Century learners. The board recognizes that the online learning environment provides students with unique opportunities to become self-disciplined learners with life-long learning skills. Further, the board believes that online learning provides tremendous opportunities for students to access curriculum and specialized courses in a flexible learning environment that might not otherwise be available. Online learning is hereby defined as an educational opportunity that offers courses at the secondary grade level through Internet or Web-based methods. These can be courses that enhance, supplement or enrich the existing curriculum and can also provide an alternative means of instruction to earn or recover credit.

In order to earn credits in meeting the requirements for high school graduation through the successful completion of online coursework, the Board, in compliance with C.G.S. 10-221a (17) shall ensure, at a minimum, that (a) the workload and participation required by the online course is equivalent to that of a similar course taught in a traditional District classroom setting, (b) the content is rigorous and aligned with curriculum guidelines approved by the State Board of Education, where appropriate, (c) the course engages students and has interactive components, which may include, but are not limited to, required interactions between students and their teachers, participation in online demonstrations, discussion boards or virtual labs, (d) the program of instruction for such online coursework is planned, ongoing and systematic, and (e) the courses are (1) taught by teachers who are certified in the state or another state and have received training on teaching in an online environment, or (2) offered by institutions of higher education that are accredited by the Department of Higher Education or regionally accredited; or (3) toward meeting the high school graduation requirement upon the successful completion of the board examination series permitting students in grades 9 through 12 to substitute achievement of a passing score on a series of examinations approved by the State Board of Education for meeting credit requirements for graduation.

Approval of any course shall be based upon its compliance with Connecticut State Department of Education’s established academic standards and requirements, including but not limited to the course content and rigor, its length and scope, its method of assessing knowledge acquired by the student, the qualifications of the instructor and other appropriate factors. Credit for online courses will be granted in the same manner as other course offerings in the district.

Neither the District, BOE, nor schools are responsible for any costs incurred (e.g. tuition, fees, etc...) by students and families who avail themselves of online learning opportunities that are not part of school-based instruction.

The Board of Education recognizes students may benefit from on-line courses or post-secondary courses to assist students in obtaining credits necessary to earn a diploma, to maintain academic standings or to provide enrichment for those who might require special courses. On-line learning aligns with the district’s goal of providing opportunities for students to personalize their learning experience, thus increasing relevance to their individual post secondary aspirations and goals.
Instruction

Online Learning (continued)

Information to Students and Parents or Guardians

Information to parents and students will be provided through the student handbook and other appropriate district communication resources.

School Responsibilities

Schools will ensure that all parents and students are aware of all credit attainment opportunities, including online learning. The school must receive an official record of the final grade before awarding credit toward graduation. Only approved courses shall be posted on student transcripts.

Schools must ensure that no more than four (4) credits earned in courses required for graduation are earned through online learning. However, in the event that there are extenuating circumstances, which require additional credits to be earned, then the district review committee or superintendent designee will review the situation.

Through its policies and/or supervision plan, the school shall be responsible for providing appropriate supervision and monitoring of students taking on-line courses to ensure assessment integrity. In addition, schools will create guidelines to regulate, monitor, and evaluate rigor and course completion fidelity.

Oversight

The Superintendent shall establish a district committee to review and make recommendations pertaining to all distance education courses prior to use by the District as well as develop administrative regulations to govern policy implementation. This committee will be comprised of members deemed necessary to ensure alignment to Hartford Public Schools Board of Education approved curriculum.

Legal Reference: Connecticut General Statutes
10-221 (a-g) Boards of education to prescribe rules, policies and procedures.

Policy adopted:
AGENDA

ITEM # 8

NEW BUSINESS

FIRST READING: POLICY 6126
FIELD TRIPS

BACKGROUND

This policy replaces the current one.

RECOMMENDATION

That the Hartford Board of Education accepts the first reading of the Policy No. 6126 on Field Trips.
Field Trips

1. Instructional travel away from the school grounds is recognized by the Board of Education as a significant part of the educational program of a school, provided that it:
   a. Is directly related to the stated curriculum
   b. Enhances student learning
   c. Assures student safety
   d. Has been carefully planned by the teacher and building level administration

2. Students and parents must be made aware of the purpose of the planned field trip and be involved in the planning process.

3. Field trip plans must include evaluation of the experience with follow-up classroom activities to reinforce the educational value of the trip.

4. The Board of Education recognizes the following types of instructional travel for students in grades K-12:
   a. Day Field Trips: those in which students leave and return on the same day
   b. Overnight Field Trips: those in which students are away from home one or more nights to five nights
   c. Trips to Foreign Lands: those that take students outside the geographical limits of the continental United States

5. The procedure for planning and conducting instructional travel away from the school grounds is contained in the accompanying administrative regulation.
Field Trips

The Board of Education encourages planned student visits to places outside the regular classroom for the purpose of providing firsthand knowledge, stimulating the imagination, and encouraging further reading and investigation.

Field trips must be planned and conducted in accordance with administrative guidelines which will include provisions for notifying parents of the details of proposed trips and ensuring the adequate supervision of students who participate.

The Board further recognizes that certain field trips of a recreational nature, such as end-of-year school picnics, incentive-based trips, may include important opportunities for social education, group and student/teacher interaction, and physical exercise. Such plans, providing they cause minimal disruption to instruction, may be approved by the Central Office. The Board does not encourage, however, group plans for trips which focus entirely on amusement and entertainment.

*Please be advised: District-sponsored events also require the submission of field trip forms to Central Office as students are leaving the school premises.*

I. PRE-APPROVAL

In-State Field Trips

1. **Prior to discussion with students,** preliminary permission for such trips must be first secured through the building Principal and then forwarded to Central Office for FINAL approval **two weeks in advance of scheduled trip.**

2. If financial support for the trip is sought, this must be incorporated into the approved school budget, or be brought by the Superintendent to the Board of Education for approval.

Overnight Field Trips - all trips extending beyond one school day.

1. Prior to discussion with students, any teacher wishing to take a group on an extended trip should first clear with the building Principal and the Superintendent or Designee and have the following available:
   a. Tentative itinerary and timetable
   b. Cost per student
   c. Reliability of the agency sponsoring the trip and appropriate coverage in place if trip is cancelled
   d. Anticipated numbers and qualifications of chaperones
   e. Anticipated numbers of students to go
   f. Reason and purpose of trip
   g. Proposed means of obtaining financing for the trip, including fundraising plan

2. Once pre-approval is granted from Principal and Superintendent or Designee, field trip forms must be submitted for FINAL approval to the Superintendent or Designee at least one month in advance.

International Field Trips - all trips outside the limits of the United States. Will abide by the same provisions (a-g) listed above for Overnight Field Trips. Schools must seek pre-approval for any International Trip by October 1 of that school year. Principals should also complete the **BOE Request for International Student Accident Coverage form.**
Field Trips (Continued)

This policy sets forth the regulations governing school trips by Hartford Public Schools, during the school year and in summer programs. The regulations are intended to ensure ensure that school trips are enjoyable and safe experiences for students, parents and staff.

II. GUIDELINES

1. Definition
A school trip is any authorized field trip off school premises during or after school hours, regardless of the destination or method of transportation used, during the school year or in the summer.

2. Indemnification
Compliance with these procedures will form the basis for determining whether individual staff members are entitled to be indemnified and represented in the event that there is litigation resulting from an incident on a school trip. Staff members who deviate from these procedures may not be entitled to such indemnification by the City of Hartford, representation by the Law Department of the City of Hartford.

3. Purpose
All trips must have a valid educational purpose and, whenever possible, directly relate to the curriculum. Out of State and international trips will be considered on a case by case basis. Approval of these trips will depend on specific national or state alerts initiated by national, state and local officials.

4. Planning Considerations
All trips must comply with the regulations, described below, pertaining to the adult to student ratio, parental consent, supervision and emergency preparedness.

Transportation - If transportation (busing) is required, the Principal should submit/fax the standard bus request form directly to the Transportation Department at 732-8995, bus company 30 days in advance and must be funded by school based field trip funds. No private vehicles may be used to transport students. Other modes of transportation (including air travel, train and public transportation) will be considered on a case by case basis. Transportation is available for any student with a physical disability. Trips by foot are valuable and encouraged as long as they fulfill some need in the curriculum of the group concerned. Teachers must consider traffic danger and distance involved in any trip by foot before making final preparations. Walking trips off school premises are considered field trips and require the proper documentation to be submitted to Central Office.

Meals - Teachers planning field trips must also notify the cafeteria manager of any field trips when classes will not be eating lunch in the cafeteria. This must be done at least one week before the scheduled trip. If lunches are needed for any field trip, teachers must submit to the Food Service Department the Request for Field Trip Meals form 7 school days prior to the scheduled trip.

Medical Conditions - Students attending field trips with special health conditions must be identified and a proper plan of action discussed with the School Nurse. If nursing support is needed, please submit a Request for Medical Support form to the Health Services Department 30 days before departure.

The principal is required to monitor adherence to all pertinent regulations of the trip policy, complete the Class Field Trip Form Field Experience Form and compile the proper attachments.
Field Trips (Continued)

5. Rules applicable to all trips
   a. Adult to Student Ratio – it is necessary to have an adequate number of adult chaperones. Factors to be considered are: age of children, location and nature of the trip. Refer to table below for recommended requirements:

   | Grades K thru 4 | 1 to 5 |
   | Grades 5 thru 8 | 1 to 10 |
   | Grades 9 thru 12 | 1 to 12 |

   For trips involving SPED students: Ratio of adults to SPED students should be the same as the instructionally mandated ratio – per IEP.

   Overnight: 1 to 5

   - There must be a minimum of one adult (staff members and parents) for every twelve (12) students (1:12) in order to assure adequate supervision of students.
   - For trips involving special education students, the ratio of adults to students should be the same as the ratio instructionally mandated for those classes.

   b. Parental Notification/Consent
      Under no circumstances should principals allow students to attend a trip without a written, signed consent form. DO NOT ACCEPT VERBAL PERMISSION.
      If a student chooses not to participate, an alternative activity associated with the curriculum topic will be provided at the school.

   c. A student may not be allowed to participate unless his/her parent/guardian or person in parental relation has signed a consent form allowing the student to attend the trip. The consent form shall include, at a minimum, the following:
      1. Trip destination
      2. Need for parental consent, as a prerequisite
      3. Time of departure and return
      4. Pertinent information; e.g. the types of activities students will be involved in. If a brochure is available, it should be provided.
      5. Estimated cost; for day trips, no student shall be excluded due to financial considerations. For overnight trips, every effort will be made to explore financial assistance opportunities.
      6. Type of transportation to be used.
      7. The opportunity to indicate that the child should not participate in a particular activity due to a medical or other condition.

   d. For ALL overnight and extended trips, it is essential that the consent form indicates the precise nature of the trip and gives the parents an opportunity to indicate that their child should not participate in a particular activity due to a medical or other condition. The form should also indicate that, if a parent feels that it is necessary to limit a student's activity to a great extent, the school might not be able to accommodate the child on the trip.

   e. Trips sponsored by an outside organization
      If a trip is sponsored by an outside organization, and not by the Hartford Public Schools, parents must be explicitly advised of this fact and all documentation relating to the trip must so indicate.

   f. Trips involving buses
      • All buses under contract with the Board of Education carry a minimum insurance coverage of $3,000,000 per person and $5,000,000 per accident or combined single limit coverage of at least $5,000,000. City of Hartford and BOE named as “Additional Insured”.
      • When a non-contracted bus is utilized to transport students on a trip, the bus company must carry the above coverage as a minimum and present proof of this insurance coverage to the school.
Field Trips (Continued)

6. Emergency Procedures
   • The principal must be available to be reached by telephone either in school or at home until all
     students have returned from the trip.
   • In the event that one or more students cannot be accounted for at the trip site, the person in charge
     must:
     ✤ Notify the authorities at the site immediately to conduct a search.
     ✤ If the student(s) cannot be located, make every effort to contact the parents, as well as
       the principal of the school (at the school or at home if necessary).
     ✤ Call the local police.
     ✤ Upon returning to school, complete and submit an Unusual Incident Report.
   • A staff member must remain at the site until all the students are accounted for. The person in
     charge shall make the decision as to whether other students and adults should leave the site, in
     consultation with the principal.
   • Consideration should be given to have at least one staff member drive to the site in a private car so
     that, in the event that someone must remain at the site, he/she will have transportation for the
     return trip.
   • Parents should be kept updated as to the status of the search for their child.

7. Overnight Trips/Out of State Trips/International Trips
   When overnight trips are approved, the person in charge is responsible for assuring that the
   chaperones continuously supervise the students until they return to their rooms in the hotel or
   other sleeping facilities. He/she should give students a time schedule showing the supervised
   activities and meeting places. Students are not permitted to use any hotel facilities that involve activities prohibited by these regulations or that
   could potentially endanger their health, safety or welfare. permitted to use any hotel facilities that
   involve activities prohibited by these regulations or that could potentially endanger their health,
   safety or welfare.
   Ratio for overnight trips is 1:5.
Field Trips (Continued)

8. Any Trips involving unusual precautions and all out-of-state travel (see below):
   - These trips will encompass local travel involving more stringent safety precautions and all out-of-state travel. The following items along with the Class Excursion Request Form Field Experience Form must be submitted to the Acting Assistant Superintendent of Student Support Services, Superintendent, or Designee, prior to approval:
     - Swimming and/or water activities may be approved by Superintendent or Designee on a case by case basis; approval will be based upon school’s action plan for non-swimmers, additional safety measures outlined on the field trip form and completion of Water Safety Form. *Swimming at a field trip’s location without a certified lifeguard is strictly prohibited.*
     - Boating activities on small watercraft such as paddleboards, kayaks, canoes, flotation devices, etc. need prior District approval.
     - Boating activities on larger vessel watercraft require District approval and may be granted permission, on a case by case basis. Insurance certificate from boat charter/rental showing evidence of general liability must be attached.
     - List of students and emergency telephone numbers,
     - Name and telephone number of transportation company and/or overnight accommodations/sites.
     - List of chaperones and telephone numbers.

   *(Extra blank line)*

   - For international travel, principals must enroll in US Department of State, Smart Traveler Enrollment Program; https://step.state.gov/step/
   - Examples:
     - International Travel
     - Senior Class trips
     - Camping trips
     - Any overnight trip
     - Trips out of Greater Hartford- e.g. Boston, New York, Philadelphia, etc.
   - Athletic events that require overnight and/or out-of-state travel

9. The principal and teacher in charge are directed to submit the Class Excursion Request Form, Field Experience Form with the required attachments to the Assistant Superintendent- Student Support Services Superintendent or Designee for review and final authorization. All Overnight requests must be submitted at least 45 days in advance (and International Requests by October 1 of current SY). The trip cannot take place unless the Principal receives the form approved by the Assistant Superintendent- Student Support Services Superintendent or Designee.

III. FUNDRAISING POLICY

1. Any school planning a fundraiser in an effort to raise funds for an upcoming field trip; must complete the School Fundraising Approval form, contact the Student Funds Coordinator.
"This page [is] intentionally left blank."
AGENDA

ITEM # 9

NEW BUSINESS

INTERIM ADMINISTRATIVE APPOINTMENT

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 Special Assistant to the Board of Education recommendation to appoint the following individual to the position indicated:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joan Massey</td>
<td>Interim Chief Research and Assessment Officer</td>
<td>May 27, 2014 - July 18, 2014</td>
</tr>
</tbody>
</table>
"This page [is] intentionally left blank."
AGENDA

ITEM # 10

NEW BUSINESS

JUNE 17, 2014

AUTHORIZATION BY THE BOARD OF
EDUCATION E-RATE APPLICATION

DR. JACOBY
MS. SITARU

BACKGROUND

The Schools and Libraries Program of the Universal Service Fund makes discounts available to eligible schools and libraries for telecommunication services, Internet access, and internal connections. The E-Rate program is intended to ensure that schools and libraries have access to affordable telecommunications and information services. The Hartford Public Schools has received over $60,000,000 in discounted services over the first fifteen years of this program.

Discounts are awarded in two categories: priority one, which includes telecommunications and internet services; and priority two, which includes internal connections and support for basic maintenance of those eligible internal connections.

Each year the Universal Service Administrative Company requires that each local school board endorse the applications filed by the district administration and commit to funding its share (the non-discounted portion) of the applications. The Hartford Board of Education has passed similar resolutions since this program requirement was initiated after a recommendation of program auditors.

RECOMMENDATION

That the Hartford Board of Education, a legally authorized board under Connecticut State Law, authorizes the filing of FCC Form 471, Schools and Libraries Universal Service Program Services Ordered and Certification Form for the services and/or products as detailed in the attached report, "E-Rate Requests, FY 2014", for the fiscal year 07/01/2014-06/30/2015, and

Furthermore, the Hartford Board of Education authorizes payment of the applicant’s share subject to the following conditions: (1) approval of funding of the discounted portion by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) and (2) receipt of services during the fiscal year 07/01/2014-06/30/2015.

<table>
<thead>
<tr>
<th>Application</th>
<th>Pre-Discount Amount</th>
<th>E-Rate Amount</th>
<th>Applicant's Share</th>
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<tbody>
<tr>
<td>951343</td>
<td>$1,480,849.56</td>
<td>$1,274,782.31</td>
<td>$206,067.25</td>
</tr>
<tr>
<td>959852</td>
<td>$2,105,059.72</td>
<td>$1,894,553.74</td>
<td>$210,505.98</td>
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<tr>
<td>974557</td>
<td>$385,830.60</td>
<td>$347,247.54</td>
<td>$38,583.06</td>
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<tr>
<td>Totals</td>
<td>$3,971,739.88</td>
<td>$3,516,583.59</td>
<td>$455,156.29</td>
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### E-Rate Requests, FY 2014 (07/01/2014-06/30/2015)
**Applicant Name:** HARTFORD SCHOOL SYSTEM  
**Billed Entity #:** 122325

<table>
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<tr>
<th>471 App #</th>
<th>FRN</th>
<th>Service Provider</th>
<th>SPIN</th>
<th>Category</th>
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<th>Dist</th>
<th>Requested Amount</th>
<th>Applicant Share</th>
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<tbody>
<tr>
<td>951343</td>
<td>2667436</td>
<td>The Southern New England...</td>
<td>143001305</td>
<td>TelcomSvc</td>
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<td>2667448</td>
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<td>2667496</td>
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<td>2667516</td>
<td>American Messaging Services, LLC</td>
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**Totals for 471 App # 951343:** 1,400,049.56  
**Applicant Share:** 1,274,782.31  
**Billed Entity Share:** 206,067.25

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<tr>
<th>471 App #</th>
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<th>Service Provider</th>
<th>SPIN</th>
<th>Category</th>
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<th>Applicant Share</th>
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**Totals for 471 App # 969852:** 2,105,059.72  
**Applicant Share:** 1,964,553.74  
**Billed Entity Share:** 210,506.98

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<th>Service Provider</th>
<th>SPIN</th>
<th>Category</th>
<th>Pre-Dist Amount</th>
<th>Dist</th>
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<th>Applicant Share</th>
</tr>
</thead>
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<td>215,236.90</td>
<td>23,915.10</td>
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**Totals for 471 App # 974557:** 385,839.69  
**Applicant Share:** 347,247.54  
**Billed Entity Share:** 38,592.06

**Totals for Billed Entity # 122325:** 3,971,739.88  
**Applicant Share:** 3,616,583.59  
**Billed Entity Share:** 455,156.29
AGENDA

ITEM # 11

NEW BUSINESS

JUNE 17, 2014

CONTRACT CONTINUATION APPROVAL
KELLOGG & SOVEREIGN

DR. JACOBY
MS. SITARU

AMOUNT
$66,200

FUNDS
GENERAL FUNDS

BACKGROUND

The Hartford Public Schools secures the services of a qualified E-Rate consultancy for the purposes of filing appropriate forms with the Universal Service Administrative Company (USAC) or the Federal Communications Commission (FCC); making appeals; tracking and reporting the status of applications and appeals; assisting the BOE's vendors in matters of invoicing to USAC; training MHIS staff in the rules and regulations of the E-Rate program; and other work as may be appropriate to assist the Hartford Public Schools in navigating the program.

RECOMMENDATION

That the Hartford Board of Education authorizes the Chief Financial Officer to execute a contract with Kellogg & Sovereign for the term delineated in the contract ending June 30, 2015, at an amount not to exceed $66,200.
CONTRACT/CONSULTANT INFORMATION FORM

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

NEW_______ CONTINUATION: XX

Contract Title/Consultant Name: Kellogg & Sovereign

Contact Person: Sabina Sitaru

School/Department: MHIS

Amount of Contract: $66,200/year for a one year primary term with 2 year possible extension

Funding Source: MHIS Budget

<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>
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</thead>
<tbody>
<tr>
<td>All</td>
<td>All</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Competitively</td>
</tr>
</tbody>
</table>

Briefly describe the purpose of the contract:

Kellogg & Sovereign is focused on working with schools and libraries to successfully apply for E-Rate discounts on advanced telecommunications and information services, and work with Hartford’s vendors to improve invoicing to the USAC.

Please indicate the population to be served.

Discounts received through the E-Rate Program are critical to ensuring the Hartford Public Schools to purchase the telecommunications and information services necessary for daily operation.

What are the expected outcomes and benefits to HPS students?

With the assistance of Kellogg & Sovereign, Hartford has historically received USAC funding. Hartford students benefit from this funding through the technology services they are able to access because of it.

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

Clear success is easily measured by the procurement of USAC funding.

Form revised 2-2012
Contract - Professional Services
Between
The Hartford Board of Education
And
Kellogg & Sovereign Consulting, LLC

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 Christina M. Kishimoto, Superintendent, ("HBOE") and Kellogg & Sovereign Consulting, LLC company, having an address and place of business at 1101 Stadium Drive, Ada OK, 74820, acting herein by Richard F. Wareing, 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 the July 1, 2014 and end on June 30, 2015, 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 sixty six thousand and two hundred dollars ($66,200) Dollars (the "Contract Price"), which Contract Price shall be payable as set forth below. Contractor acknowledges and agrees 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 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 same. Contractor agrees to meet with HBOE representatives to discuss Contractor’s performance as HBOE deems

Revised 02/2014
necessary. HBOE reserves the right to delay payment, adjust payment or suspend or terminate this Contract in the event 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 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, 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 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 anti-discrimination in employment in performing this Contract. Contractor or any of their subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, age, sex, sexual orientation, gender identity or expression, genetic information, disability, marital status, present or past history of mental disorder, intellectual disability, or learning disability. Contractor shall take affirmative action to ensure applicants are employed and employees are treated without regard to their race, color, religious creed, national origin, ancestry, age, sex, sexual orientation, gender identity or expression, genetic information, disability, marital status, present or past history of mental disorder, intellectual disability, or learning disability. 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 or any of their subcontractors 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 this is a Contract for Services and not a contract of employment, so 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/Vendor shall agree to maintain in force at all times during the contract the following minimum coverage and shall name the City of Hartford and the Hartford Board of Education as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation and Professional Liability. All policies should include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut with a minimum AM Best’s Rating of A-VIII. In addition, all Carriers are subject to approval by the City of Hartford and the Hartford Board of Education.

<table>
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<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
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<tr>
<td>General Liability</td>
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<tr>
<td>Each Occurrence</td>
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<td>General Aggregate</td>
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<td>Products/Completed Operations Aggregate</td>
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<td>No exclusion for sexual misconduct.</td>
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<td>Auto Liability</td>
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<td>Combined Single Limit</td>
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<td>Each Accident</td>
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<td>Professional Liability</td>
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<td>Each Claim</td>
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<tr>
<td>Aggregate</td>
<td>$1,000,000</td>
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Umbrella includes follow form over Auto, GL and Employer’s Liability.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Revised 02/2014
Workers' Compensation and WC Statutory Limits
Employers' Liability EL Each Accident $500,000
EL Disease Each Employee $500,000
EL Disease Policy Limit $500,000

Original completed Certificates of Insurance must be presented to the City of Hartford and Hartford Board of Education prior to contract issuance. Contractor agrees to provide replacement/renewal certificates 60 days prior to the expiration date of the policies.

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 City / HBOE harmless so in the event any claims results in a settlement or judgment in any amount above the limits set above, the Contractor shall be liable to, or for the benefit of, the City / HBOE, for the excess. City/HBOE Risk Manager may waive certain provisions or increase liability limits at his or her discretion.

Contractor and HBOE hereby expressly agree 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 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

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(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 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 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 in writing and 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, 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 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: Christina M. Kishimoto, Ed.D.

To the Contractor: Kellogg & Sovereign Consulting, LLC
1101 Stadium Drive,
Ada OK, 74820
Attn: Deborah J. Sovereign, CFO

To Corporation Counsel:
550 Main Street
Room 210
Hartford, CT 00103
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:

Hartford Board of Education bars any individual listed on any Sexual Offender Registry from school premises. Contractor shall submit a signed “Security Check Certification” indicating no one working under this agreement has been convicted of a crime of moral turpitude.
IN WITNESS WHEREOF, HBOE and Contractor have executed this Contract as of the Commencement Date.

HARTFORD BOARD OF EDUCATION

By: Dr. Christina M. Kishimoto
Superintendent

Date:____________________

Kellogg & Sovereign Consulting, LLC

By: Deborah J Sovereign
CFO

Date:____________________

Approved As to Form and Legality

Date ______________________

Corporation Counsel

Revised 02/2014
EXHIBIT A
SCOPE OF PROFESSIONAL E-RATE MANAGEMENT SERVICES
HARTFORD SCHOOL SYSTEM & HARTFORD LIBRARY, HARTFORD, CT - E-RATE FY 2015

The following services will be provided by Kellogg & Sovereign® Consulting, LLC ("KSLLC") in conjunction with the Master Services Agreement for Professional E-Rate Management Services ("MSA"), its related Letter of Agency, and Fee Schedule. Unless specifically set forth herein or amended in writing, this Scope of Professional E-Rate Management Services shall be a comprehensive list of available services provided under this agreement.

PRE-FUNDING SERVICES

Technology Plan Review and CIPA Compliance Review. Review technology plan prepared by applicant (school or library) for compliance with E-Rate program requirements. Review applicant provided documentation to verify compliance with the Children's Internet Protection Act (CIPA). Upon request, submit technology plans to Universal Service Administrative Company ("USAC") approved technology plan approver, receive and retain technology plan approval letter on behalf of the applicant.

Entity Verification and Changes. Verify that applicant’s entities are properly registered with the Universal Service Administrative Company Schools and Libraries Division ("SLD") and the Federal Communications Commission ("FCC"). Submit to USAC and verify changes in entity names, addresses, and other entity changes as necessary.

Competitive Bidding, Forms 470 Preparation and Submission. Provide questionnaire to applicant for use in preparing applicant-driven Requests for Proposals ("RFPs") in compliance with E-Rate program requirements. Use applicant’s questionnaire responses to prepare and submit Forms 470. Notify service providers, review bids, collect and review supporting documentation. Assist service providers with inquiries. Advise applicant with regard to compliance with E-Rate program rules and regulations for proper conduct of a fair and open competitive bidding process. Provide applicant with unlimited use of KSLLC's online RFP web site, www.erate470.com.

Discount Calculation. Gather and assimilate documentation from applicant and consortium members, if applicable, to determine discount per E-Rate program rules. Advise applicant with regard to E-Rate program rules for the proper calculation of discounts including the requirements for site specific vs. shared discounts and the "two in five" rule. Assist applicant with maximizing discounts received for E-Rate eligible products and services under the program rules while minimizing the local funding requirements for implementation.

Forms 479 and Letters of Agency for Consortium Filings. Manage the distribution and receipt of both letters of agency ("LOA") and properly completed Forms 479 from participating consortium members in compliance with E-Rate program requirements.

Forms 471 Preparation and Submission. Provide applicant with packet of bids received, scoring grid, and other forms as needed to ensure compliance with E-Rate program rules and requirements with emphasis on compliance with fair and open competitive bidding rules. Track applicant responses, gather and assimilate supporting documentation from applicant, service provider and other sources as necessary to timely submit applications in compliance with E-Rate program rules and requirements. In most instances, KSLLC will file separate applications for priority one services (Telecommunications and Internet Access) and priority two services (Internal Connections and Maintenance).

Program Integrity Assurance (PIA). Represent applicant throughout the application review process. Work directly with PIA to process requests for additional information and clarification during application review. Minimize the risk of denial and/or reduced funding requests and significantly reduce the disruption of applicant staff and internal processes by providing professional assistance during the review process.
POST-FUNDING SERVICES

Follow Up Services. Prepare, submit and track Forms 486, 500, and 472 (BEARs) as required. Work directly with SLD/USAC on any E-rate related problem resolutions and coordinate with service providers and applicant to ensure payment of services. Assist applicant with preparation and submission of service certifications during invoice review. Reconciliation of service provider discounts (Form 474) is offered outside of KSSLC’s standard fee and may be contracted separately. Applicant is responsible for their own accounts payable functions including but not limited to payment of their bills, submission of disconnect notices, dispute of past due fees, and other actions as necessary for proper handling of accounts payable activities. KSSLC is not responsible for payment of applicant’s bills, Service Provider discounts, or other billing disputes.

Selective Reviews and Appeals. In the event of funding denials, reductions, or other disputes related to funding, KSSLC will represent the applicant in filing appeals with USAC and, if necessary with the FCC. For Hartford School System and Hartford Library, Hartford, CT, KSSLC’s standard fees also include assistance with special compliance reviews, selective review information requests (SRIR), competitive bidding reviews, cost effectiveness reviews, payment quality assessment (PQA) reviews and other reviews as requested by USAC. Services offered outside of the standard fee include assistance with on-site audits, and other regulatory reviews not listed above may be contracted separately.

SPIN Changes and Service Substitutions. KSSLC will process up to one SPIN (Service Provider Identification Number) change and/or service substitution request for each funding request as needed after funding. Additional SPIN changes and service substitution requests will be billed at a rate of $85.00/hour. Applicant must comply with FCC rules regarding SPIN changes effective July 1, 2011.

Program Compliance and Documentation. KSSLC will provide the following:
- Professional expertise on development of strategies to maximize E-Rate discounts to meet educational and/or library goals as set forth in the technology plan.
- Advise of known E-Rate program rules, procedures, and filing requirements that may impact the successful filing and review of E-Rate applications.
- Timeline for processing applications within deadlines for both USAC and applicant’s board approval.
- Assistance with the review and identification of eligible products and services based on the most recent eligible services list and guidance available from USAC.
- Assistance with cost allocation of products and services according to USAC guidelines.
- Review of contracts for relevant E-Rate language and compliance with USAC rules and regulations.
- Verbal and written notification of changes in E-Rate program rules, regulations and procedures.
- Copies of forms processed and supporting documentation retained in both hard copy and electronic format.

Summer Workshops, E-Rate Portal, Webinars, Live Chat, and other Support. KSSLC offers one-day E-Rate workshops each summer. Clients may attend in person, by live video or view archived sessions. New for FY2015, clients will have access to their customized E-Rate portal with documentation, calendars, reference materials and to-do items. Step by Step webinars on KSSLC’s website, www.kelloggllc.com, provide access to training including RFP questionnaire and bid packet decisions. KSSLC offers instant response using online live chat. Unlimited phone and email support are provided throughout the year.

ACKNOWLEDGEMENT
I hereby acknowledge receipt of the above Scope of Professional E-Rate Management Services and accept the terms as outlined herein both individually and as a representative of the applicant listed below. I further recognize that this document is hereby incorporated into the related Master Services Agreement for Professional E-Rate Management Services, Letter of Agency and Fee Schedule.

Applicant Name, City, State: HARTFORD SCHOOL SYSTEM/ HARTFORD LIBRARY, HARTFORD, CONNECTICUT

Signature of Authorized Person: ___________________________ Date: __________

Printed Name of Authorized Person: ___________________________ Title: __________

Kellogg & Sovereign® Consulting, LLC -2- Scope of Services, May 2014
LETTER OF AGENCY – E-Rate Funding Year 2015-16

I authorize Jane Kellogg, Debi Sovereign, Mel Van Patten, Natalie Green, Mandy Wood or Stacy Simpkins, representatives of Kellogg & Sovereign Consulting, LLC (collectively “KSSLLC”), to submit Federal Communications Commission (“FCC”) Forms 470, 471, 486, 500, 472 and other forms requested by the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company (“USAC”) on behalf of our school district. We also authorize the aforementioned representatives to act as our agents in soliciting and receiving proposals, and preparing comparisons of proposals from service providers.

Name of Applicant: Hartford School System, Hartford, CT (BEN: 122325)

Although not exclusive, KSSLLC is specifically authorized to conduct the following actions:

- Prepare and submit documentation on behalf of the Applicant to USAC or the FCC in compliance with E-Rate program rules and regulations.
- Act as our agent in working with representatives of the FCC or USAC to provide information as requested during application review, selective reviews, site visits, audits and any other activity associated with review of our applications.
- Prepare Requests for Proposal (“RFPs”) to be posted to the KSSLLC website and distributed to appropriate service providers.
- Provide information to service providers as needed to clarify information in RFPs and Forms 470.
- Solicit and receive proposals from service providers for requested services.
- Complete contracts for eligible E-Rate services as specifically directed by the Applicant’s authorized representative.

I also understand that in submitting these forms on our behalf, representatives of Kellogg & Sovereign Consulting, LLC are making certifications for our school district. By signing this letter of agency under oath, I make the following certifications as required by the FCC:

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bids submitted will be carefully considered and the bid(s) selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals.

I certify that I will review all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities I represent will comply with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on our forms have or will not receive anything of value or a promise of anything of value, other than services and equipment sought by means of forms submitted with the Schools & Libraries Division, from the service provider, or any representative or agent thereof or any consultant in connection with the request for services.

I certify that I and the entity(ies) I represent will comply with all program rules, including recordkeeping requirements, and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There will be signed contracts covering all of the services listed on the Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I will retain required documents for a period of at least five years (or whatever retention period is required by the rules in effect at the time of this certification), after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) I represent. I certify that I am authorized to sign this Letter of Agency and all information to be provided to Kellogg & Sovereign® Consulting, LLC for the E-Rate submission will be true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to the associated applications have complied with the terms, conditions, and purposes of this program, that no kickbacks were or will be paid to anyone and that false statements on FCC forms can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the Falsus Claims Act.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities that will be listed on our application, or any person associated in any way with my entity and/or the entities listed on our application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that if any of the funding requests listed on our FCC forms are for discounts for products or services that contain both eligible and ineligible components that Kellogg & Sovereign® Consulting, LLC on our behalf will
allocate the cost of the contract to eligible and ineligible components as required by the Commission’s rules at 47 C.F.R. § 54.504(g)(1),(2).

I certify that funding requests included on the related FCC forms will not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years as required by the Commission’s rules at 47 C.F.R. § 54.504(c).

I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on the applicable FCC forms will be net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

I certify that prior to the commencement of service, the school(s) I represent will be in compliance with the requirements of the Children’s Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).

I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information and belief, all information provided to KSLLC for E-Rate submission is true. If any of the statements made above are incorrect, fraudulent or misleading, the undersigned and their institution agrees to indemnify KSLLC, its members, employees and agents of any and all liability, legal fees or actions that may arise from the incorrect, fraudulent or misleading statement(s).

Applicant Name, City, State: Hartford School System, Hartford, CT

Signature of Authorized Person: __________________________ Date: __________________________

Printed Name of Authorized Person: __________________________ Title: __________________________

This authorization shall remain in effect until KSLLC is notified of its cancellation in writing via certified mail.

SWORN AFFIDAVIT

STATE OF __________________________

COUNTY OF __________________________

On this _____ day of ___________ , 20___, before me, the subscriber, a Notary Public in and for said State and County, personally appeared __________________________, known or identified to me to be the person whose name is subscribed to this Letter of Agency, and acknowledged that he/she is authorized on behalf of said entity/entities to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said organization.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal

(Signature of Notary)

My Commission Expires: __________________________
SIGNATURE AUTHORIZATION

I authorize Jane Kellogg, Debi Sovereign, Mel Van Patten, Natalie Green, Mandy Wood or Stacy Simpkins, representatives of Kellogg & Sovereign Consulting, LLC, to use the signature below as necessary to submit the E-Rate Forms 470, 471, 486, 500, 472 (BEAR form), sign E-Rate contracts, and sign other forms required by the Schools and Libraries Division of the USAC on behalf of our school and/or school district.

I understand that the only use of this signature will be for the above stated purposes unless other authorization is provided via email, fax, or mail.

This authorization shall remain in effect until KSLCC is notified of its cancellation in writing via certified mail.

Please sign in the MIDDLE of the space below:

Complete the following:

Hartford School System, Hartford, CT

Applicant Name, City, State

Printed Name

Title

Date
Master Services Agreement
Professional E-Rate Management Services

Kellogg & Sovereign® Consulting, LLC ("KSLLC") agrees to provide E-Rate Management services to assist Hartford Board of Education, City of Hartford, Hartford, Connecticut ("Applicant") with the Universal Service Discount Mechanism for Schools & Libraries ("E-Rate Program") filing and compliance, and facilitate receipt of E-Rate funding.

The following services related to the filing of your E-rate applications are included in our standard fee and are detailed in the attached and incorporated Scope of Professional E-Rate Management Services:

**Pre-Funding Services:**
- Technology Plan Review
- CIPA Compliance Review
- Entity Verification & Changes
- Discount Calculation
- Form 470 Preparation, Review and Submission
- Competitive Bidding – RFP Review, Bid Packet
- Form 471 Preparation, Review and Submission
- Item 21 Documentation Preparation and Submission

**Post Funding Services:**
- Form 486 Preparation, Review and Submission
- Form 472 Preparation, Review and Submission
- SPIN Changes and Service Substitutions
- Invoice Extensions
- Form 500 Preparation, Review and Submission
- Program Compliance
- Document Retention
- USAC & FCC Appeals

**Support Services & Tools**
- On-Line Chat
- Phone Support
- Summer Workshops
- E-rate Applicant Workbook
- Webinars
- Online RFP Questionnaire
- www.erate470.com
- www.kelloggllc.com
- Twitter notifications
- Facebook postings

Services offered outside of our standard fee and priced separately include reconciliation of service provider discounts (SPI-Form 474) and assistance with on-site audits. Additional services, if any, shall be provided only after consultation with and approval by Applicant.

KSLLC is not a law firm and is not licensed to practice law. Any and all matters which require a legal opinion or review by a legal professional must be contracted out to the appropriate outside legal counsel.

**Term**

Term of this agreement shall be effective from July 1, 2013 through June 30, 2014 with up to two (2) subsequent twelve month renewals subject to annual mutual ratification by both parties.

**Fees**

Fees for each E-Rate funding year shall be mutually agreed upon annually. KSLLC shall provide Applicant with a Professional E-Rate Management Services Fee Schedule that shall be incorporated into this Master Services Agreement upon execution of both parties.
Applicant (School/Library) Responsibilities

Timely Filing and Compliance: Timely compliance with E-Rate rules and regulations are essential components for successful E-Rate funding. Using various means of communication, KSLLC will endeavor to keep Applicant informed of changes in E-Rate and critical areas of compliance. It is impossible, however, for KSLLC to ensure Applicant is fully compliant with all areas. Applicant must take responsibility for responding to KSLLC’s requests for information in a timely manner, following the E-Rate rules and requirements, and retaining required documentation.

Timely Response to Document Requests. E-Rate is very time sensitive. KSLLC will make every effort to ensure Applicant’s application is filed in a timely manner, but all requests are time critical (not just the final application itself). It will be KSLLC’s responsibility to list a due date on each request for documentation and both fax and email the documentation requests to Applicant. It will be Applicant’s responsibility to return the requested documentation by the due date shown.

SERVICE PROVIDER DISBURSEMENTS – DISCOUNT (SPI FORM 474) METHOD ONLY

If an applicant chooses to receive E-Rate discounts by the discount method (Service Provider Invoice – SPI Form 474) instead of the reimbursement method (Billed Entity Applicant Reimbursement Form 472), the applicant must reconcile service provider discounts. According to USAC, it is the beneficiary’s (school/library) responsibility to review all service provider bills and E-Rate discounts provided to the beneficiary through the service provider discount method (Form 474 – Service Provider Invoice). Therefore, it is the responsibility of the school/library to review service provider bills and credits received to ensure the following: (1) the services were used solely for educational purposes; (2) the service provider only requested discounts for eligible goods and services; (3) the service provider allocated the costs of any contract that included both eligible and ineligible components in the related request for discount; (4) the service provider deducted from the pre-discount cost of services the value of all price reductions, promotional offers, and “free” products or services; and (5) the applicant retained all documents related to the service provider’s request for discounts on behalf of the beneficiary.

Neither KSLLC nor its employees or agents are responsible for the actions of service providers related to Applicant’s E-Rate funding. This includes all documentation provided by service providers including bids submitted, Item 21 supporting documentation, proposals, and contracts. Additionally, if Applicant selects the discount method for E-Rate discounts, the service provider is solely responsible for proper calculation, review, and application of E-Rate credits to Applicant’s bills. Reconciliation of service provider discounts related to the discount (SPI-Form 474) method is NOT included with KSLLC’s standard fee and may be contracted separately.

DOCUMENT RETENTION

All documents prepared and/or handled by KSLLC will be copied, scanned and archived. However, KSLLC cannot be responsible for retention of documents not in KSLLC’s possession. As stated in the Schools and Libraries Fifth Report and Order1, the Applicant (school/library) will be responsible for retaining the following documentation for a period of five years from the last date of service:

- Pre-bidding Process: Technology plan and technology plan approval letter. The school/library will also retain signed copies of all written agreements with E-rate KSLLCs. Documentation in this area is also retained by KSLLC.
- Bidding Process: All documents used during the competitive bidding process will be retained. Documents such as: Request(s) for Proposal (RFP(s)) including evidence of the publication date; documents describing the bid evaluation criteria and weighting, as well as the bid evaluation worksheets; all written correspondence between the school/library and prospective bidders regarding the products and service sought; all bids submitted, winning and

losing; and documents related to the selection of service provider(s). Documentation in this area is also retained by KSSLCC.

Contracts. The school/library will retain executed contracts, signed and dated by both parties. This includes all amendments and addendums to the contracts, as well as other agreements relating to E-rate between the school/library and the service provider(s), such as up-front payment arrangements. Documentation in this area is also retained by KSSLCC.

Application Process. The school/library will retain all documents relied upon to submit the Form 471, including National School Lunch Program eligibility documentation supporting the discount percentage sought; documents to support the necessary resources certification pursuant to section 54.505 of the Commission's rules, including budgets; and documents used to prepare the Item 21 description of services attachment. Documentation in this area is also retained by KSSLCC.

Purchase and Delivery of Services. The school/library will retain all documents related to the purchase and delivery of E-rate eligible services and equipment. This includes purchase requisitions, purchase orders, packing slips, delivery and installation records showing where equipment was delivered and installed or where services were provided.

Invoicing. The school/library will retain all invoices. Related documents include records proving payment of the invoice, such as accounts payable records, service provider statement, beneficiary check, bank statement or ACH transaction record. The school/library will also retain copies of service provider checks payable to the school/library related to Form 472 (BEAR) filings, if applicable.

Assets and Inventory. The school/library will retain asset and inventory records of equipment purchased and components of supported internal connections services sufficient to verify the location of such equipment. The school/library will also retain detailed records documenting any transfer of equipment within three years after purchase and the reasons for such a transfer.

Forms and Rule Compliance. All program forms, attachments and documents submitted to USAC will be retained. The school/library will have procedures to require retention of all official notification letters from USAC, as applicable: FCC Form 470 certification pages (if not certified electronically), FCC Form 471 and certification pages (if not certified electronically), FCC Form 471 Item 21 attachments, FCC Form 479, FCC Form 486, FCC Form 500, FCC Form 472. The school/library will also retain any documents submitted to USAC during program integrity assurance (PIA) review, Selective Review and Invoicing Review, or for SPIN change or other requests. In addition, the school/library will retain documentation to provide compliance with other program rules, such as records relevant to show compliance with the Children's Internet Protection Act (CIPA). Documentation in this area is also retained by KSSLCC.

Termination

Either party may, upon written notice to the other party, terminate this contract in whole or in part for convenience. All fees incurred prior to receipt of the termination notice will be due and payable immediately upon termination. KSSLCC will be released from responsibility for the filing of your application and any related follow up work or SLD/USAC reviews immediately upon receipt of the termination notice. All terminations must be delivered in writing via certified mail to the addresses and parties listed herein.

Liability

KSSLCC will make every reasonable effort to avoid any errors or omissions in the services or advice that we provide to our clients. However, the rules, regulations, and guidelines for the universal service discount mechanism (E-Rate) are voluminous, ambiguous and constantly changing. KSSLCC's liability for any errors or omissions will be limited to a full refund of the fees paid to KSSLCC and will not include liability for any consequential or related damages. Any claim for damages will expire within two years of when the final billing is mailed to Applicant. KSSLCC's liability is strictly limited to the Applicant and Applicant's specific organization. Any recommendations or actions provided to Applicant may not be used or relied upon by any other parties or related entities. Disputes with the Universal Service Administrative Company ("USAC") regarding the interpretation of the rules will not constitute an error or omission if Applicant has been advised of the difference in opinion.
Disclaimer

Due to uncertainties inherent in SLD/USAC's funding process, Kellogg & Sovereign Consulting, LLC does not warrant or guarantee any E-Rate funding will be received as a result of this contractual agreement.

Additional Terms & Conditions

1. The Applicant and KSLLC agree that KSLLC is an independent contractor. Nothing in this Agreement shall be construed to create any employment relationship between the Applicant and KSLLC. KSLLC shall be solely responsible for reporting and payment of any income, self-employment, social security, occupational, or any other state, federal, or local taxes owed as a result of any money received under this Agreement. KSLLC understands and agrees that it has no authority to and may not represent or otherwise hold itself out as an employee or agent of the Applicant and shall not enter into any agreement, contract, or obligation of any kind on behalf of the Applicant. The parties agree that the Letter of Agency is hereby incorporated into this agreement. Finally, KSLLC will not have or exercise the authority to supervise or direct the activities of any employee/agent of Applicant.

2. KSLLC represents and warrants that it will perform the services under this agreement in a good workmanlike and professional manner and with a level of care, skill, knowledge, and judgment required or reasonably expected of entities performing similar services. Applicant will not exercise any control or direction over the methods by which KSLLC performs such services.

3. It is specifically understood and agreed that KSLLC is to report to and obtain direction from Applicant's authorized representative, Stephen Shipman, MHIS Director and Program Manager. KSLLC shall not take direction from any other individual.

4. All reports, documents or other materials developed or discovered by KSLLC or any other person engaged directly or indirectly by KSLLC to perform the services required hereunder shall be and remain the property of Applicant without restriction or limitation upon their use. Work products prepared by KSLLC under this Agreement are instruments of service and their reuse on another project and/or alteration without the written authorization of KSLLC shall relieve KSLLC of any and all liability associated with such reuse or alteration.

5. KSLLC agrees to indemnify and hold Applicant and their trustees, directors, officers, agents and employees (collectively, the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorney's fees, that the Indemnitees may incur (i) to the extent arising out of or resulting from KSLLC's performance of the Basic Services which results in bodily injury or physical or actual damage to the property of KSLLC or its agents, subcontractors, employees or licensees; (ii) to the extent arising out of or resulting from any violation by KSLLC of state, federal, or local law, rule or regulation which results in bodily injury or physical or actual damage or the imposition of a fine, penalty, or other charge; or (iii) arising out of or resulting from the negligent acts, errors or omissions of KSLLC or KSLLC's agents, subcontractors, employees or licensees; provided, however, that nothing contained herein shall be construed as requiring KSLLC to indemnify the Indemnitees or any of them for any claim for damage or loss of any kind when said damage or loss was caused in whole or in part by the negligence or willful misconduct of the Indemnitees or any of them. KSLLC shall include in each agreement with a subcontractor for the Project a provision similar to this paragraph which provides that such subcontractors shall indemnify KSLLC and the Indemnitees for all losses, claims, liabilities, injuries, damages and expenses, including attorney's fees, that KSLLC or the Indemnitees may incur arising out of resulting from such subcontractor's performance of services, violation of state, federal, or local law, rule or regulation or negligence or willful misconduct.

6. KSLLC hereby represents and warrants to Applicant that the services to be provided hereunder do not in any way conflict with the interests of any individual, group, business, or governmental organization with
which KSLLC is employed or with which has a KSLLC agreement, and, in the event such a conflict arises during the Term hereof, KSLLC will immediately notify Applicant in writing. In the event of such a conflict, Applicant shall have the option of terminating this Agreement in accordance with Paragraph 11.

7. It is acknowledged that KSLLC status under the terms of this Agreement is one of an independent contractor, and nothing herein contained shall be construed so as to imply an employment or agency relationship, partnership, or any other form of business association.

8. Either party may terminate this Agreement for any reason at any time upon fourteen (14) days' written notice. Upon the giving or receipt of such notice, KSLLC shall advise Applicant in writing of any outstanding obligations or commitments that KSLLC has incurred. KSLLC shall act at Applicant's direction concerning the termination of such outstanding obligations or commitments. In the event of termination not due to breach by KSLLC, KSLLC will be paid for all Services performed through the date of termination.

9. KSLLC shall provide Applicant with a certificate of insurance before the commencement of the services herein, evidencing insurance coverage for not less than the limits of liability as follows:

<table>
<thead>
<tr>
<th>Types of insurance</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation and</td>
<td>$Statutory</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(Errors and Omissions)</td>
<td></td>
</tr>
</tbody>
</table>

10. Such policies shall provide that they may not be cancelled, materially changed or allowed to expire until after thirty (30) days prior written notice to Applicant. In addition, the Board of Education shall be named as certificate holder. The professional liability coverage shall be carried by KSLLC for a term of two (2) years.

11. When written notice or other formal notice required pursuant to Article 10 shall be required by this Agreement or is otherwise appropriate, notice to KSLLC shall be deemed to have been duly delivered if sent by registered or certified mail to Ms. Jane Kellogg, President, 1101 Stadium Drive, Ada, OK 74820. If sent by Applicant, written notice shall be deemed to have been duly served if sent by registered or certified mail to Superintendent of Schools of the Hartford Board of Education located at 960 Main Street, Hartford, Connecticut 06103.

12. This Agreement shall be personal and shall not be transferable or assignable, by operation of law or otherwise, without prior written consent of Applicant. KSLLC shall obtain Applicant's prior written approval of any entity which KSLLC intends to engage to provide any of the services under this Agreement. Any such entities shall be bound by the same terms and conditions as herein set forth.

13. This Agreement shall be construed in accordance with the laws of the State of Connecticut and the ordinances of the City of Hartford.

**Entire Agreement.**
This Agreement constitutes the complete and entire understanding between the parties as to its subject matter, and this Agreement may not be amended except in writing executed by both parties.

**Dispute Resolution.**
Any disputes arising out of this Agreement shall be resolved informally, where possible, through conference with the Applicant's designee. With respect to any dispute that cannot be promptly resolved through informal conference, KSLLC shall present such dispute to the Applicant in writing pursuant to the Applicant's Board Policy prior to seeking appropriate legal action.

Kellogg & Sovereign Consulting, LLC

- S -

Master Services Agreement
Confidential Information.
Applicant acknowledges that pursuant to this Agreement, its agents and/or employees will obtain and gain knowledge of certain information and trade secrets which are confidential and proprietary to KSLLC, including without limitation, information, trade secrets, ideas, concepts, inventions, designs, developments, procedures, data, know-how, etc. All such information shall remain the exclusive property of KSLLC.

Assignment and Successors.
The covenants, agreements, terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties to this Agreement, provided that Applicant may not assign any of its rights, privileges, or duties hereunder without the prior written consent of KSLLC.

Partial Invalidity.
The provisions of this Agreement are severable, and if any part of it is found to be invalid, void or unenforceable, the remaining paragraphs shall remain fully valid and enforceable.

We believe this Agreement to Provide Professional E-Rate Management Services, as well as the incorporated Scope of Professional E-Rate Management Services, Letter of Agency, and Fee Schedule accurately set forth the mutual understanding of the parties. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning us the executed copy.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

FOR:
Hartford School System
Hartford, Connecticut

FOR:
Kellogg & Sovereign Consulting, LLC
Ada, Oklahoma

Signature
Signature

Sabrina Sabin
Deborah J. Sovereign

Printed Name
Printed Name

CIO
Vice President, CFO

Title
Title

12/30/13
October 18, 2013

Date
Date
AGENDA

ITEM # 12

NEW BUSINESS

APPROVAL OF CONTRACT AMENDMENT:
CBS THERAPY

AMOUNT
$312,732 (contracted)
$123,662 (additional)

JUNE 17, 2014

DR. JACOBY
MR. SWAN

FUNDING SOURCE
GENERAL BUDGET

BACKGROUND

CBS Therapy is the leading provider of school based therapy services in New England. CBS Therapy provides temporary and permanent staffing for speech-language pathologists, occupational therapists, physical therapists, and OT and PT assistants. CBS was contracted to provide speech and language services to mandated Hartford Public School students who require these services. Due to the shortage of speech and language professionals, it was necessary to utilize this service to ensure compliance with state and federal special education guidelines. CBS Therapy was contracted in the amount of $312,732 in October. In January, we increased the number of speech and language pathologists contracted from CBS to include 1.0 FTE at Burns and 1.0 FTE at Rawson in the amount of $89,425, and in March we added another speech and language pathologist at Moylan for $34,237. The total increase is $123,662. All of these positions were budgeted permanent positions approved for 2013-2014, but remain unfilled.

RECOMMENDATION

That the Hartford Board of Education authorizes the Chief Financial Officer to execute the amended contract with CBS Therapy for the term delineated in the contract ending June 30, 2014, at an amount not to exceed $436,394.
**CONTRACT / CONSULTANT INFORMATION FORM**

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

NEW_____ CONTINUATION____X____

**Contract Title:** CBS Therapy

**Contact Person:** Clare Kennedy, Executive Director of Special Education

**School/Department:** Special Education

**Amount of Contract:** Not to exceed $436,394

**Funding Source:**

<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/Studen</th>
<th>Competitivel Bid or Sole Source</th>
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<tr>
<td>ECAT</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Burr</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clark</td>
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<td>Rawson</td>
<td>40</td>
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<tr>
<td>Burns</td>
<td>30</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Moylan</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sole Source</td>
</tr>
</tbody>
</table>

**Briefly describe the purpose of the contract:**

To obtain speech and language services for HPS Special Education students who are mandated to receive them.

**Please indicate the population to be served.**

Mandated HPS students.

**What are the expected outcomes and benefits to HPS students?**

Goals are based on individual student’s IEPs.

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

Success is based on progress of students meeting their goals as outlined in their IEPs.
Hartford Board of Education  
May 20, 2014  
EXECUTIVE SUMMARY  
CBS Therapy

The purpose of this document is to provide an explanation to the Board of Education regarding the use of CBS Therapy.

CBS Therapy is the leading provider of school based therapy services in New England. They provide temporary and permanent staff for speech-language pathologists, occupational therapists, physical therapists and occupational and physical therapy assistants.

CBS Therapy was contracted to provide speech and language services to mandated Hartford Public Schools’ students in the amount of $312,732 at the October 15, 2013, Board of Education meeting. Since that meeting, and until as recent as March, we have had to increase the number of speech-language pathologists contracted from CBS due to resignations, increased need for services, and the inability of other outside agencies to fill these positions. All of these positions were budgeted permanent positions, but remain unfilled as speech and language remains a severe shortage area.

SLP positions added since the October 15, 2013 Board meeting:

<table>
<thead>
<tr>
<th>Position</th>
<th>Total Hours</th>
<th>Hourly Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burns SLP</td>
<td>637</td>
<td>$73</td>
<td>$46,501</td>
</tr>
<tr>
<td>Rawson SLP</td>
<td>588</td>
<td>$73</td>
<td>$42,924</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td></td>
<td></td>
<td>$89,425</td>
</tr>
</tbody>
</table>

In March:

<table>
<thead>
<tr>
<th>Position</th>
<th>Total Hours</th>
<th>Hourly Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moylan SLP</td>
<td>469</td>
<td>$73</td>
<td>$34,237</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td></td>
<td></td>
<td>$34,237</td>
</tr>
</tbody>
</table>
SOLE SOURCE DOCUMENTATION FORM

DATE: 5/30/14               P.O. OR REQUISITION NUMBER: 

VENDOR: CBS THERAPY                 TOTAL COST: $123,662

DEPARTMENT/DIV: SPECIAL EDUCATION    REQUISITIONER: CLARE KENNEDY

Please read the Sole Source Procurement Policy before filling out this request.

Briefly describe the scope of services or equipment needed.

Provide Speech and Language Therapists to HPS.

This purchase qualifies as a sole source procurement for the following reason(s):

☐ The compatibility of equipment is of paramount consideration.

☐ The compatibility of accessories or replacement parts is of paramount consideration.

☐ The sole source supplier's item is needed for trial use or testing.

☐ The sole source supplier's item is to be procured for resale or donation.

☐ A public utility service.

☒ Other, please explain:

In order to be in compliance with state and federal special education laws, and given that speech and language is a shortage area, CBS Therapy is the company that can provide qualified speech and language therapists within very tight time constraints. Other companies, such as Sunbelt Staffing and Advance Therapy were unable to do so. CBS Therapy has a proven track record with HPS.

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

DEPARTMENT HEAD NAME, PRINTED: Clare Kennedy

Department Head Signature: 

Date: 5/30/14
First Amended Contract For Professional Services
By And Between
The Hartford Board of Education
And
CBS Therapy

This First Amended Contract for Professional Services (the “Contract”) is made and entered into as of January 23, 2014 and amended on April 10, 2014, (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, 8th Floor, Hartford, CT 06103, acting herein by Christina M. Kishimoto, Superintendent, ("HBOE") and **CBS Therapy 134 Thurbers Ave., #220A, Providence, RI 02905**

WHEREAS, the parties entered into a contract effective August 26, 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 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 June 30, 2014 in accordance with this Contract shall not exceed Four hundred, thirty six thousand, three hundred ninety four ($436,394) (the “Contract Price”). The 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 Contractor 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.

2. The original Scope of Professional Services shall be expanded to include Exhibit A & B, attached.

3. All other terms of the Contract for Professional Services, which covered the period from August 26, 2013 through June 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 the Commencement date.

HARTFORD BOARD OF EDUCATION

By Dr. Jacqueline Jacoby, Interim Superintendent

Date: ____________________

COMPANY NAME

By Peter Erklauer, Regional Director

Date: ____________________

Approved as to Form and Legality

______________________________
Corporation Counsel

Date: _______________________
2/10/14

To: Susan Bassett  
Executive Assistant to the Executive Director of Special Education  
Hartford Public Schools  
960 Main Street, 8th flr.  
Hartford, CT 06103

From: Peter Erklauer, Regional Director, CBS Therapy

Scope of Services and Cost Projection Addendum

Requested Services:

<table>
<thead>
<tr>
<th>Position</th>
<th>Start Date</th>
<th>End Date</th>
<th>Total Days</th>
<th>Hours per Day</th>
<th>Total Hours</th>
<th>Hourly Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
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<td>6/10/14</td>
<td>91</td>
<td>7</td>
<td>637</td>
<td>$73</td>
<td>$46,501</td>
</tr>
<tr>
<td>SLP 1.0FTE</td>
<td>2/3/14</td>
<td>6/10/14</td>
<td>84</td>
<td>7</td>
<td>588</td>
<td>$73</td>
<td>$42,924</td>
</tr>
<tr>
<td>Total Cost</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>$89,425</td>
</tr>
</tbody>
</table>

This projection is all inclusive and assumes that the therapists work every hour throughout the time stated. CBS Therapy only bills for actual time worked in district by the therapist.

About Us

CBS Therapy is the leading provider of school based therapy services in New England. We provide temporary and permanent staffing for speech-language pathologists (bilingual and monolingual), occupational therapists, physical therapists and OT and PT assistants. Our clients include early intervention agencies, school districts, charter schools, special needs schools/agencies and governmental agencies throughout New England.
4/10/14

To: Susan Bassett
Executive Assistant to the Executive Director of Special Education
Hartford Public Schools
960 Main Street, 8th flr.
Hartford, CT 06103

From: Peter Erklauser, Regional Director, CBS Therapy

**Scope of Services and Cost Projection Addendum**

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<tr>
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"This page [is] intentionally left blank."
AGENDA
ITEM # 13

NEW BUSINESS

JUNE 17, 2014

CONTRACT CONTINUATION APPROVAL
LEADERSHIP GREATER HARTFORD

DR. JACOBY
MR. GENAO

AMOUNT
$67,200

FUNDING SOURCE
GENERAL BUDGET

BACKGROUND

Leadership Greater Hartford (LGH) is a non-for-profit organization that provides training and support to all of the School Governance Councils (SGC) in Hartford as needed. LGH has trained over 75 School Governance Councils during the 2010-2011, 2011-2012, 2012-2013 and 2013-2014 school years. During the 2013-2014 school year, LGH provided professional learning to over 400 school Governance Council members.

Hartford Public School will continue the contract with Leadership Greater Hartford to provide 17 process coaches to school governance councils that have a new principal, will be involved in a search for a new principal or current principals who need this support. In addition, LGH will provide two interactive workshops to SGC parent chairs, principals, and other SGC members.

The process coaches will provide on-going team building and group process coaching for their individual SGC’s as they deem appropriate and will coach individual principals and parent chairs when such training and coaching is seen as appropriate and needed. Process coaches will identify training needs on SGC deliverables (budget planning, school compacts, etc.) that may be provided to multiple SGCs in a more centralized approach. Ongoing training for principals will be provided via the principals’ coaches and supervisors to ensure participatory leadership in every school.

The effectiveness of the parent chair is key to the council’s successful group process. LGH will provide two interactive workshops on group leadership skills, conducting meetings, setting agendas, engaging members, etc. during one evening and one Saturday. Because some experienced parent chairs may not feel a need for training in some areas, participation in these workshops for them will be highly encouraged, but not mandated. New SGC chairs will be mandated to attend either the evening workshop or the one scheduled on a Saturday. On-going support for the parent chairs will be provided by the district’s liaison to the parent chairs and parents on the SGC via additional workshops, conference calls, visits to schools, updating the web portal for SGC documents and literature, etc.

RECOMMENDATION
That the Hartford Board of Education authorizes the Chief Finance Officer to execute a contract with Leadership Greater Hartford for the term delineated in the contract ending June 30, 2015, at an amount not to exceed $67,200.
CONTRACT/CONSULTANT INFORMATION FORM

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

NEW_______ CONTINUATION X

Contract Title/Consultant Name: School Governance Councils — Leadership Greater Hartford

Contact Person: Eduardo V. Genao

School/Department: Early Literacy and Parent Engagement

Amount of Contract: $67,200.00

Funding Source General Budget

<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>
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<tbody>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sole Source</td>
</tr>
</tbody>
</table>

Briefly describe the purpose of the contract:

To have Leadership Greater Hartford provide 17 process coaches to the schools that have new principals and/or SGC chairs and provide two workshops for Parent Chairs and principals on how to recruit and retain SGC member and how to run effective SGC meetings.

Please indicate the population to be served.

Parents, teachers, community members, and principals as members of the School Governance Councils

What are the expected outcomes and benefits to HPS students?

Effective School Governance Councils will assist the principal with the analysis of school data, creation of a School Accountability Plan to address identified needs, and adoption of a budget to support the effective implementation of the School Accountability Plan. These SGC actions will yield improved student academic outcomes.

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

Each year, SGC Parent Chairs and Principals, together with the Superintendent, report SGC successes to the Board of Education in its June workshop meeting.

Form revised 2-2012
Training and Support of School Governance Councils in Hartford
2014-2015 Proposal

Submitted May 23, 2014

Leadership Greater Hartford, having partnered with the Hartford Public Schools since School Governance Councils were initiated in 2008, is pleased to propose the following services to support teachers, parents, community members and school administrators in more effectively engaging the school governance council process to enhance student achievement. In many ways, training and supporting Hartford's School Governance Councils becomes more complex each year as each council is unique in its evolutionary progress toward becoming a collaborative, participatory decision making body. Stable, full membership continues to be a challenge for many councils; and each time there is a vacancy or a new member, the group process is impacted. The role of the principal and the way in which the principal interacts with the council continue to be key factors in the group's culture, and enhancing the skills and confidence of the parent chair is critical.

Drawing on evaluations of workshops, discussions held with process coaches and from written group process reports completed by coaches, LGH offers the following observations and proposes the following strategies to support the councils' development.

- Council training in group dynamics, empowerment and member recruitment and retention is an ongoing need. As noted above, each year the differences between and among councils escalate. Some individuals need training on the deliverables (budget, school improvement plans, compacts, etc.); others need refresher sessions. New members need effective on-boarding, and every council is now a new team that must learn to function cohesively. Individualized support for those councils experiencing challenges in these areas is more effective and efficient than large scale, "one-size fits all" approaches. The strategy of providing highly skilled coaches who are trained in group process and facilitation has proven to be helpful to councils that are willing to engage with their coach.

This proposal is based on providing coaches for the SGCs designated by Hartford Public Schools to receive such support. HPS has identified the following SGCs for the 2014-15 school year:
1. America's Choice at SAND
2. Culinary Arts Academy @ Weaver High
3. Early Reading Lab @ Betances School
4. Fred D. Wish School
5. High School, Inc.
6. HPHS Law and Government Academy
7. HPHS Nursing Academy
8. Journalism & Media Academy Magnet School
9. Jumoke Academy @ Milner School
10. L.W. Batchelder School
11. Maria C. Sanchez Elementary School
12. Martin Luther King Jr. School
13. McDonough Expeditionary Learning School
14. Opportunity High School
15. Simpson-Waverly School
16. STEM @ Dwight School
17. West Middle School

Coaches will provide on-going team building and group process coaching for their individual SGCs as they deem appropriate. Coaches will also serve as resources to the SGCs to assist them in addressing and completing the various deliverables prescribed in the SGC policy.

- The principal’s attitude toward and interaction with the council is key to successful group process. Principals must practice and encourage the shared decision making the SGC policy dictates.

- Coaches will provide mentoring and coaching to support the principals in this transformation of their role. The district office must ensure that principals understand that the coach is a resource being provided to them to support the effectiveness of the SGC.

- The effectiveness of the parent chair is key to the council’s successful group process. Parent chairs need ongoing training and support. Coaches will provide mentoring and coaching to support the parent chairs as they develop their skills and confidence. The district office and the principals must ensure that parent chairs understand that the coach is a resource being provided to them to support the effectiveness of the SGC.

- LGH proposes to conduct a workshop in September 2014 on group leadership skills, including understanding the roles and responsibilities of the SGC, running effective meetings and team building strategies. All members of all SGCs will be invited to attend.

- LGH proposes to conduct a workshop in April 2015 on member recruitment and engagement and the election process. All members of all SGCs will be invited to attend.

- LGH will provide on-going training and support for all SGC coaches in the form of networking meetings and electronic sharing of experiences to identify concerns and best practices.

**Project Staff:**

The project manager will be Valerie Taylor, LGH Program Director for Consulting and Training. She will report directly to Dr. Doe Hentschel, Vice President of Leadership Greater Hartford. Ms. Taylor will be the liaison with HBOE, will have primary responsibility for identifying and training SGC coaches and will coordinate their work. She will coordinate the design and delivery of the workshops presented to the SGC members. She will also identify trainers and presenters for those workshops from the extensive LGH network of experienced skilled facilitators and trainers, many of whom have served as SGC coaches in previous years.
Budget:

The above services will be provided to 17 SGCs between July 1, 2014 and June 30, 2015 for a fee of $67,200. Additional SGCs can be supported at the rate of $3600 per SGC.

Process coaching and team building $34,000
This includes process coaching and mentoring for principal, parent chair and members of SGC (each coach is compensated $2000 for the year, anticipating approximately 40 hours for each coach@ $50/hour). Coaches attend and often facilitate SGC workshops, attend meetings of the SGC and spend time prior to and following each meeting with the parent chair and principal, provide appropriate team building activities for members of the SGC, and participate in on-going periodic meetings and trainings of coaches that are designed and prepared by LGH.

Recruitment, coordination, communication, training and support of coaches $27,625

On-going training and support for all coaches by LGH, maintaining effective communication with the HBOE District Office, providing progress reports at the end of October 2014, January 2015, and April 2015, and a year-end report at the end of the 2015 school year. Any concerns that threaten the effectiveness of an SGC will be shared as soon as possible with the HBOE, in order to collaborate on ways to better engage the SGC and its members. We estimate 15-20 days and normally bill such services at $1500/day.

Materials and supplies for coaches $575

Training workshops for SGC members in September 2014 and April 2015 $5000
This includes design, preparation and presentation of the workshops. This fee does not include food, child care, facilities and security costs, which must be provided by the district.

Total $67,200
RESOLUTION

APPPOINTMENT OF THE SUPERINTENDENT AS THE AUTHORIZED SIGNATORY FOR HARTFORD PUBLIC SCHOOLS

BE IT RESOLVED, that the Harford Board of Education for the Hartford Public Schools designates Superintendent of Schools Dr. Beth Schiavino-Narvaez, as the authorized signatory for the district on approved contracts, grants, etc. in compliance with district policy; effective July 1, 2014.

BE IT FURTHER RESOLVED, that in the absence of the Superintendent, the Board of Education designates Chief Financial Officer Paula Altieri, as the authorized signatory for the district on approved contracts, etc. in compliance with the district's policy; effective July 1, 2014.
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AGENDA

ITEM # 15

NEW BUSINESS

RESOLUTION: AUTHORIZED SIGNATURES
CHILD NUTRITION PROGRAMS

JUNE 17, 2014

THE BOARD

BACKGROUND

The ED-099 Agreement for Child Nutrition Programs is the formal agreement between the Hartford Board of Education and the State Department of Education to operate one or more Child Nutrition Programs. Part 4 of the Agreement designates representatives authorized to sign claim forms for reimbursements and required reports for the Child Nutrition Programs. The Authorized Signatures Change Form must be executed whenever one of the two authorized signers changes.

RECOMMENDATION

That the Hartford Board of Education authorizes Superintendent Beth Schiavino Narvaez or in her absence, Donald Slater, Chief Operating Officer, to sign claims for reimbursement and required reports for the Child Nutrition Programs; effective July 1, 2014.
This is to certify that on ________________ , as shown in the minutes of
(Date)

The Hartford Board of Education for Hartford Public Schools
(Name of Corporation, Board of Education or Governing Body)

the following action was taken to revise the Authorized Signers of the **ED-099 Agreement for Child Nutrition Programs**.

1. The person designated below is authorized to sign this agreement and to sign claims for reimbursement.

   **Signature**
   Superintendent of Schools

   **Title** (Superintendent of Schools, Mayor, Selectman, President or Chairperson of the Board, Pastor or Commissioner)

   **Printed Name**
   Beth Schiavino-Narvaez, Ph.D.

   **Date**
   July 1, 2014

2. In the absence or incapacity of the first designated individual, the second person designated below is authorized to sign claims for reimbursement.

   **Signature**
   Chief Operating Officer

   **Title** (Assistant Superintendent, Business Official, Principal, Headmaster, City or Town Manager, Executive Director or Deputy Commissioner)

   **Printed Name**
   Donald Slater, Ph.D.

   **Date**
   July 1, 2014

3. The signature below certifies the above action.

   **Signature**
   Craig Stallings, Secretary of the Board

   **Title** (Secretary of Corporation, Town Clerk, Secretary of the Board)

Rev. 2/08
Authorsignchgforn
AGENDA

ITEM # 16

NEW BUSINESS

BOARD OF EDUCATION MEETINGS FOR THE 2014-15 SCHOOL YEAR

BE IT RESOLVED, that the Board of Education for the Hartford Public Schools, approves the schedule for Board of Education meetings for the 2014-15 school year.

<table>
<thead>
<tr>
<th>Workshops / Special Meetings</th>
<th>REGULAR MEETINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>No workshop scheduled in July</td>
<td>July 22, 2014 @ Capital Prep, 1304 Main Street</td>
</tr>
<tr>
<td>August 13, 2014 Board Retreat @ CT Science Center</td>
<td>August 26, 2014 @ Bulkeley, 300 Wethersfield Avenue</td>
</tr>
<tr>
<td>September 2, 2014 @ Achievement First (Fox Middle Building), 305 Greenfield Street</td>
<td>September 16, 2014 @ Bulkeley, 300 Wethersfield Avenue</td>
</tr>
<tr>
<td>October 7, 2014 @ Batchelder, 757 New Britain Avenue</td>
<td>October 21, 2013 @ Annie Fisher, 280 Plainfield Street</td>
</tr>
<tr>
<td>November 5, 2014 @ Simpson-Waverly, 55 Waverly Street</td>
<td>November 18, 2013 @ Annie Fisher, 280 Plainfield Street</td>
</tr>
<tr>
<td>December 2, 2014 @ Milner/Jumoke, 104 Vine Street</td>
<td>December 16, 2013 @ MLK, 25 Ridgefield Street</td>
</tr>
<tr>
<td>January 6, 2015 @ Central Office, 960 Main Street</td>
<td>January 20, 2015 @ MLK, 25 Ridgefield Street</td>
</tr>
<tr>
<td>February 3, 2015 @ Burns Latino Studies, 195 Putnam Street</td>
<td>February 17, 2014 @ SMSA, 280 Huysopoe Avenue</td>
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<tr>
<td>March 3, 2015 @ Clark, 75 Clark Street</td>
<td>March 17, 2015 @ SMSA, 280 Huysopoe Avenue</td>
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<tr>
<td>April 7, 2015 @ Rawson, 260 Holcomb Street</td>
<td>April 21, 2014 - Public Hearing: 2015-16 Budget @ M.D. Fox, 470 Maple Avenue</td>
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<tr>
<td>May 5, 2015 @ Naylor, 639 Franklin Avenue</td>
<td>May 19, 2015 @ JMMA, 150 Tower Avenue</td>
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<tr>
<td>June 2, 2015 @ Moylan School, 101 Catherine Street</td>
<td>June 16, 2015 @ JMMA, 150 Tower Avenue</td>
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Workshop postponed one day to avoid conflicting with Election Day.

All workshops are held on the first Tuesday of each month at 5:30 p.m., and regular meetings are held on the third Tuesday of each month at 5:30 p.m. Workshops will not be held in July and August.
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