PROPOSED PHASE II PLAN

SHEFF V. O'NEILL

November 2007

Prepared by Dr. Leonard B. Stevens

Plaintiffs'	Exhibit No: _	49
Case: HH	D-X07-CV89-	4026240-S
ID	FULL	

THIS PLAN ENVISIONS:

• A coordinated, varied set of options for quality integrated education for Minority students resident in Hartford obtained through Open Choice seats in suburban districts, Regional Magnet Schools, and Hartford Host Magnet Schools;

• Development of Regional and Hartford magnet schools distinguished by their quality and indistinguishable in their reputation;

• Development of Hartford Host Magnet Schools that serve the goal of integrated education while also contributing to economic and social development of the region's center city;

• A region of autonomous school districts unified by a common purpose--the operation of quality integrated schools in all parts of the region, both in the city and in the suburbs, serving students in light of their interest regardless of their residence; and

• Development in this region of a national model for quality integrated education in a metropolitan area through an uncommon combination of state investment, local leadership, visionary planning and quality implementation.

THIS PLAN REFLECTS: lessons learned from Phase I and the period preceding Phase I.

THIS PLAN ADDRESSES:

- A. Goal
- B. Term
- C. Definition of a Desegregated School
- D. Implementation
- E. Foundational Issues
- F. Accountability
- G. Goal Measurement

A. GOAL

A.1 The goal of this Phase II Plan is to meet all the demand for integrated education of Minority students resident in the Hartford Public School District.

A.1.1 This goal is to be attained by implementation of three programs: Open Choice, Regional Magnet Schools and Hartford Host Magnet Schools.

A.1.2 For purposes of this Plan, demand shall be defined only as demand that is manifested by application to a Regional Magnet School, Hartford Host Magnet School or the Open Choice program.

A.2 The goal of this Plan can be met only if a sufficient number of seats in integrated settings is made available for Minority students resident in Hartford. Therefore:

A.2.1 By the end of Phase II the aggregate number of seats that existed as of the close of the 2006-07 school year in a) Regional Magnet Schools (all seats at full enrollment regardless of the desegregation status of the school), plus b) Hartford Host Magnet Schools (all seats at full enrollment regardless of the desegregation status of the school) plus c) seats held by Hartford Minority students in the Open Choice program shall at minimum be doubled in quantity.

A.2.2 Not later than January 1, 2008, the State and Plaintiffs shall agree in writing on the aggregate number of seats that existed as of the close of the 2006-07 school year as set forth in A.2.1 above. The agreement shall be filed with the Court. In the event of dispute, the matter shall be referred to the Court for resolution.

A.2.3 The number of seats in integrated settings shall be expanded beyond the minimum doubled quantity described above as needed to meet the demand of Hartford-resident Minority students resident for seats in integrated settings.

B. TERM

B.1 This Phase II Plan shall be for a term of five years.

B.2 The term shall begin July 1, 2008 and end June 30, 2013.

C. DEFINITION OF A DESEGREGATED SCHOOL

C.1 Regional Magnet Schools, Hartford Host Magnet Schools and schools enrolling Open Choice students shall be considered desegregated if they have enrollments such that the percentage of Minority students in a school does not exceed the Sheff Region's Minority percentage of aggregate enrollment plus 20 percentage points.

C.2 By October 1, 2008, all Regional Magnet Schools and Hartford Host Magnet Schools operating at the close of school year 2006-07 shall meet this Standard or, in the alternative, shall be operating pursuant to individual corrective action plans as described herein.

C.3 New Regional Magnet Schools and new Hartford Host Magnet Schools opened during Phase II shall meet this Standard not later than the opening of their second year of operation.

C.4 During Phase II, any Regional Magnet School or Hartford Host Magnet School not in compliance with this Standard shall have a corrective action plan developed for it as described herein. The corrective action plan shall be directed toward compliance by the opening of the next following school year.

D. IMPLEMENTATION

D.1 Phase II implementation, including but not limited to the expansion of seats in the three programs described above, shall be accomplished by implementation of the Comprehensive Management Plan described herein for the purpose of providing quality design and implementation of the Phase II plan in the interest of Goal attainment.

D.2 The State shall contract with the Capitol Region Education Council (CREC) to develop the Comprehensive Management Plan for Phase II, and in addition to manage the three program elements (Regional Magnet Schools, Hartford Host Magnet Schools and Open Choice) that are central to Phase II.

D.3 The State may select an expert contractor other than CREC to perform the duties described herein, subject to approval of the Plaintiffs.

D.4 The scope and content of the contracts described below are minimum requirements that may be supplemented by the State provided that such supplemental content does not interfere with the tasks described herein.

D.5 The contracts described below shall be executed by the State at State expense.

D.6 The contracts described herein shall be executed not later than April 1, 2008 and are to be for two-year intervals beginning July 1, 2008 subject to renewal by the State and, in each instance including the original contracts, subject to sign-off by the Plaintiffs as described herein.

D.7 The following contracts are required:

D.7.1 A **planning services contract** with services to include but not be limited to:

D.7.1.1 By September 30, 2008, development of the major components of a Comprehensive Management Plan embracing Regional Magnet Schools, Hartford Host Magnet Schools and Open Choice, and designed to meet the Goal of Phase II as defined herein and within the Term of this Plan.

D.7.1.2 By December 31,2008, development of final details of the Comprehensive Management Plan by a process that includes involvement of key stakeholder groups in Greater Hartford.

D.7.1.2.1 The Plan in its September 30, 2008 and December 31, 2008 forms shall be subject to approval of the State and sign-off by the Plaintiffs as provided herein.

D.7.1.2.2 Amendments to the Plan during Phase II produced and recommended by CREC in response to needs and circumstances shall be subject to approval of the State and sign-off by the Plaintiffs.

D.7.1.2.3 The Plan shall contain measurable annual benchmarks of progress for each of the five years of Phase II.

D.7.1.2.4 The Plan shall include provision for the pairing of all Hartford regular schools, i.e. non-magnet schools, with Regional Magnet Schools or with Hartford Host Magnet Schools, for the purpose of engaging all Hartford Public Schools in the *Sheff* remedy.

D.7.1.2.5 The Plan shall include provision for the Regional Magnet Schools to serve as training centers for teachers and administrators throughout the *Sheff* region, for the purpose of making these schools assets to all districts in the *Sheff* region in the training of educational staff in methods of quality integrated education.

D.7.1.2.6 The Plan shall contain provision for academic and social support services for students participating in inter-district schools, whether magnets or non-magnets, thereby supporting out-of-district students' acclimation, participation, retention and school performance.

D.7.1.2.7 The Plan shall contain provision for expansion of all-day Kindergarten and summer programs for Open Choice students as a means of strengthening their performance and increasing their interest and retention in the program.

D.7.1.2.8 The Plan shall contain provision for expanded pre-school programs that are racially integrated and include Hartford Minority children as a means of boosting their school performance and assisting their parents to make informed choices on integrated K-12 schooling for their children.

D.7.1.2.9 The Plan shall contain provision for review and improvement of transportation services for inter-district students attending both magnet and non-magnet schools, with a view toward improving service and shortening bus travel time in the interest of properly supporting the *Sheff* remedy.

D.7.1.2.10 In the review as it applies to the Open Choice program, consideration shall be given to linking geographic areas of the Hartford Public School District with specific suburban districts as a means of increasing transportation efficiency.

D.7.1.2.11 The Plan shall contain provision for a process for the identification of sites for future magnet schools, both Regional Magnet Schools and Hartford Host Magnet Schools, including sites in the city of Hartford to house Hartford Host Magnet Schools to be opened in Phase II.

D.7.1.2.12 The Plan shall contain recommendations on the financing models and funding levels of Regional Magnet Schools, Hartford Host Magnet Schools and Open Choice, to include operating funds, capital funds, pre-opening development funds for magnets, transportation funds, payments by local school districts to inter-district magnets, and the allocation of State per pupil assistance to sending and receiving districts, for the purpose of providing appropriate support for the *Sheff* remedy.

D.7.1.2.13 The Plan in its content shall demonstrate due consideration to the Foundational Issues identified herein.

D.7.1.2.14 The Plan in its content shall demonstrate due consideration to the content of <u>Improving Our Schools: Guidelines for an Effective Plan</u> for <u>Quality Integrated Schools</u> (*Sheff* Plaintiffs, November 1996)

D.7.1.2.15 The Plan shall contain recommendations for State executive or legislative action as appropriate, including recommended changes in

Connecticut law and administrative regulations necessary for effective implementation of the *Sheff* remedy.

D.7.1.3 Service as Convener and Secretary of regularly scheduled Work Meetings to be attended by the State, Hartford Public Schools, Office of the Hartford Mayor and CREC to identify and resolve implementation needs and problems, such service to include production and distribution of Work Meeting Minutes.

D.7.1.4 Producer of annual Implementation Reports in August each year, describing Phase II results to date, identifying problems and recommending corrective actions.

D.7.2 A school marketing services contract for marketing seats in integrated educational settings commensurate with the scope of this Phase II Plan, to include but not be limited to:

D.7.2.1 Information service centers for families seeking information and advice about Regional Magnet Schools, Hartford Host Magnet Schools and Open Choice for the purpose of maximizing the distribution of information to parents and students on options for integrated education.

D.7.2.2 Marketing of all seats in Regional Magnet Schools, Hartford Host Magnet Schools and Open Choice for the purpose of maximizing the interest of families and students in options for integrated education.

D.7.2.3 Information dissemination, advertising, public service announcements, publication of brochures and pamphlets, and targeted recruiting of potential applicants at schools and locations where application levels have been inordinately low.

D.7.2.4 Provision of services in appropriate languages for the purpose of reaching potential applicants and their families.

D.7.3 A **magnet school management services contract** with services to include but not be limited to:

D.7.3.1 Management of all Regional Magnet Schools and Hartford Host Magnet Schools during Phase II.

D.7.3.2 Operation of student application and admission procedures for all such magnet schools.

D.7.3.2.1 The admission system shall provide that 20% of each Hartford-resident cohort entering annually into each Hartford Host Magnet School will be drawn from admission offers made to students based on a

lottery of all Hartford-resident students for the purpose of ensuring that opportunity to attend such schools is not limited to applicants to them.

D.7.3.2.2 In the case of Regional Magnet Schools, the admission system shall provide that 20% of each Hartford-resident cohort entering annually into each such school shall be drawn from admission offers made to students based on a lottery of all Hartford-resident students for the purpose of ensuring that opportunity to attend such schools is not limited to applicants to them.

D.7.3.3 Development and oversight of corrective action plans for schools not in compliance with the Desegregation Standard.

D.7.3.4 In the case of the Hartford Host Magnet Schools:

D.7.3.4.1 CREC shall develop a partnership with the Hartford Public Schools to manage the Hartford Host Magnets in a manner modeled on established CREC management practices with the Regional Magnet Schools, which manner is to include joint decision-making provided that CREC shall be accountable ultimately for decisions taken.

D.7.3.4.2 The CREC-Hartford partnership shall maximize Hartford's participation in the full range of management decisions so as to engage Hartford during Phase II in the management of Hartford Host Magnet Schools and thereby to prepare Hartford for the post-Phase II transition of these schools to full Hartford control. Such participation shall include but not be limited to design of curriculum and instruction, supervision of instruction, facility renovation and construction, the selection of administrators and teachers, and school-parent relations.

D.7.3.4.3 CREC shall employ principals, assistant principals, lead teachers and other staff critical to magnet school operations, as well as centralized supervisory, technical and support staff. All such staff shall be employed by CREC and their costs shall be included in the State-CREC contract described herein.

D.7.3.4.4 CREC shall screen and approve all certified staff employed by the Hartford Public Schools to be assigned to Hartford Host Magnet Schools, and the costs of such screening shall be included in the State-CREC contract described herein.

D.7.3.4.5 CREC shall train all magnet school staff whether employed by CREC or by the Hartford Public Schools. All such training shall be conducted by CREC and the costs of such training shall be included in the State-CREC contract described herein.

D.7.3.4.6 CREC shall be responsible for magnet program planning and program assessing activities and the costs of such planning and assessing shall be included in the State-CREC contract described herein.

D.7.3.4.7 CREC shall provide advisory assistance to the Hartford Public Schools in facility-use planning so that development of the Hartford Host Magnet Schools is coordinated with facility planning for the District as a whole, and the costs of such advisory assistance shall be included in the State-CREC contract described herein. The State shall provide special assistance and 'good offices' to Hartford on CREC-approved facility projects, including but not limited to facility conversions, consolidations, renovations and new construction.

D.7.3.4.8 CREC shall develop a transition procedure to effect the transition from CREC management to Hartford management of the Hartford Host Magnet Schools at the end of Phase II, and the costs of such transition work shall be included in the State-CREC contract described herein.

E. FOUNDATIONAL ISSUES

E.1 Each issue described below is critical to Phase II effectiveness and therefore shall be addressed by specific provisions or recommendations in the Comprehensive Management Plan for Phase II described herein.

E.2 OPEN CHOICE

The financing model historically has provided insufficient incentive to suburban districts to participate in the program at maximum level.

The financing problem is exacerbated for Open Choice applicants in middle school and high school, and for those with special needs, whose cost of education is higher than that of elementary level students in regular programs.

The State has historically been unable to induce suburban districts to make seats available to Open Choice students commensurate with the demand for seats, resulting in waitlists.

There are no requirements that suburban districts participate in Open Choice, or that they participate at minimum levels or increase their level of participation from year to year.

Suburban districts have historically been permitted to build schools and add capacity with no provision for new seats for Open Choice students, thereby allowing State investment in new schools not to contribute to expansion of the Open Choice program.

No constraints are placed on which suburban districts may be sought by Hartford-resident students seeking placement in Open Choice. This contributes to inefficiency in transportation service. Consideration should be given to pairing certain geographic sections of Hartford with certain suburban districts in the interest of making transportation service efficient and shortening bus ride time for students.

E.3 REGIONAL MAGNET SCHOOLS

The financing model works as a disincentive for districts to allow students to participate, since they are required to provide a portion of the operating cost of these schools in the form of tuition for their students.

Historically, the financing model has resulted in chronic underfunding of these schools, requiring regular supplemental funding to resolve financial shortfalls.

The magnets are intended to be instruments of *Sheff* desegregation, but in the aggregate they enroll more Minority students from the suburbs than Minority students from Hartford.

These magnets are models of instructional innovation. But the contact between them and Hartford Host Magnet Schools, or between them and regular Hartford schools, has been minimal. As a result, the lessons of their exemplary programs are not shared with other schools in the region. Nor are these exemplar schools used as sites for the training of teachers and administrators in the region.

Integration programs by definition depend on a two-way flow of students; otherwise, students of one racial group bear a disproportionate share of the burden of traveling to get to integrated schools. For this reason, and also for reason of strengthening Hartford as the region's center city, sites in the city should be seen as preferred options for future regional magnet schools. In the alternative, Hartford Host Magnet Schools should be seen as the preferred form of new inter-district magnet schools. This requires more intensive planning than has been demonstrated to date.

E.4 HARTFORD HOST MAGNET SCHOOLS

The financing model prevents Hartford from obtaining sufficient funds to plan and develop magnets before they open for students, a critical period in magnet school development recognized by the federal Magnet Schools Assistance Program but not by the State.

These magnets have opened with insufficient White students to meet the Desegregation Standard of *Sheff*.

The planning and development of these magnets is unconnected to the development of the Regional Magnet Schools, a consequence of their control by different governing bodies.

Secondary magnet schools (Grades 6-8, 6-12, 9-12) with career themes (Law & Public Service, Health Careers, Business & Finance, Mass Communications, etc.) are under-represented in the Regional and Hartford magnets developed to date. They represent a potential attraction for both city and suburban students, especially if partnered with respected non-school institutions. The Academies of Art and Math-Science are working models. Concerted planning in this direction has been absent.

As magnet schools, these schools are models of instructional innovation in the city district. As such, they should be paired with non-magnet schools in the city for the purpose of sharing their instructional assets with other schools.

F. ACCOUNTABILITY

F.1 All Phase II implementation contracts described herein, both for their original terms and renewal terms, shall be subject to sign-off by the Plaintiffs, who shall have a 30-day review period from receipt of each such proposed contract. Disputes shall be resolved by the State and the Plaintiffs. Unresolved disputes shall be referred to the Court for resolution.

F.2 The Comprehensive Management Plan described herein shall be approved by the State by January 31, 2009 and is subject to sign-off by the Plaintiffs who shall have 30 days following receipt of the Plan approved by the State to sign off on the Plan or to submit objections to the State and to CREC. In the event of Plaintiffs' objections, the State and Plaintiffs shall resolve such objections or refer the matter to the Court.

F.3 Subsequent amendments to the Comprehensive Management Plan shall be approved by the State, and shall be subject to sign-off by the Plaintiffs who shall have 20 days following receipt of the amendment(s) approved by the State t sign off on the amendment(s) or to submit objections to the State and to CREC. In the event of Plaintiffs' objections, the State and Plaintiffs shall resolve such objections or refer the matter to the Court.

F.4 Plaintiffs shall be provided copies of the Minutes of the Work Meetings described herein conducted by CREC, as well as the annual Implementation Reports produced by CREC described herein.

F.5 There shall be semi-annual meet and confer meetings between the State and the Plaintiffs. Other entities or persons mutually agreed by the parties may be invited to attend.

F.6 There shall be an annual status conference with the Court throughout Phase II scheduled jointly by the State and the Plaintiffs.

F.7 The State shall report annually in August of each year during Phase II data and information as described in Attachment A as well as such supplemental information the State may deem relevant.

F.8 During Phase II, the Plaintiffs may re-open negotiations with the State regarding the content of this Phase II Plan should the Plaintiffs view the Plan as having produced unforeseen

negative consequences for the interest of Hartford-resident Minority students in integrated educational opportunity. Disputes may be referred to the Court for resolution.

F.9 The Plaintiffs will monitor implementation of Phase II for the purpose of contributing to Phase II effectiveness. The State shall reimburse the Plaintiffs quarterly for the costs of monitoring Phase II implementation. Plaintiffs' reimbursement requests shall be resolved by the Court as necessary.

F.10 Plaintiffs shall be free to communicate directly with CREC or any alternative entity serving as contractor to the State for Phase II implementation.

F.11 In the interest of effective monitoring, the State and its Phase II contractor(s) shall timely provide such information and data that may be requested by the Plaintiffs, and relevant State employees shall be made available to Plaintiffs for discussions and interviews. Plaintiffs may request data and information in forms and formats suitable for monitoring purposes. Disputed issues of Plaintiffs' access to persons or information will be resolved by the Court.

F.12 Plaintiffs will provide the State and its Phase II contractor(s) copies of its monitoring findings and recommendations and will make their counsel or other representatives available to the State and its Phase II contractor(s) to discuss such reports when the State or the contractor(s) so request.

F.13 Plaintiffs' monitoring recommendations shall be given due consideration by the State and its Phase II contractor(s) for implementation. Matters of dispute shall be referred to the Court for resolution.

F.14 Throughout Phase II and during any inactive period of the case, the State or the Plaintiffs may re-open the Phase II Plan to propose modification(s) intended to further the results of the Plan. Proposed modifications that cannot be resolved by agreement of the parties may be referred to the Court for resolution.

F.15 The following failures shall be considered matters of material breach by the State:

F.15.1 Failure by April 1, 2008, to execute the CREC contracts described herein.

F.15.2 Failure by April 1, 2008 to execute a State letter of agreement with the Hartford Public Schools delineating Hartford's agreement to temporary CREC management of the Hartford Host Magnet Schools during Phase II as described herein.

F.15.3 Failure by October 1, 2008, to have all pre-Phase II Regional Magnet Schools and Hartford Host Magnet Schools comply with the Desegregation Standard, or in the alternative, to have non-compliant schools operating with a corrective action plan as prescribed herein.

F.15.4 Failure by January 31, 2009 to approve the Comprehensive Management Plan developed by CREC.

F.15.5 Failure during Phase II to act timely on amendments to the Plan recommended by CREC.

F.15.6 Failure by the opening of the second school year of any new Regional Magnet School or new Hartford Host Magnet School to comply with the Desegregation Standard.

F.15.7 Failure during Phase II to permit any inter-district magnet school not in compliance with the Desegregation Standard to operate without a corrective action plan as prescribed herein.

F.15.8 Failure to meet the annual benchmarks of progress set forth in the Comprehensive Management Plan, beginning with Year II of the Plan.

F.15.9 Failure to maintain in force and to make timely payments on the contracts with CREC as described herein.

F.15.10 Failure to respond timely to requests from the Plaintiffs for information or access to State employees in relation to the Plaintiffs' monitoring responsibility described herein.

G. GOAL MEASUREMENT

G.1 Measurement of Goal attainment during Phase II and during any period of inactive status of *Sheff* shall be performed only as described herein.

G.2 In November of the final school year of Phase II, the State shall convene a meeting with the Plaintiffs for the purpose of demonstrating its attainment of the Goal of Phase II as set forth herein. At that time, the State will seek to show that:

G.2.1 At minimum, the aggregate number of pre-Phase II seats in Regional Magnet Schools, Hartford Host Magnet Schools and Open Choice as defined herein has at minimum been doubled; and, <u>in addition</u>,

G.2.2 For two of the final three years of Phase II including the final year, there is no unmet demand for seats in integrated settings as defined herein by Hartford-resident Minority students.

G.2.3 In the counting of seats at he end of Phase II to determine whether the number has been doubled at minimum, the operative number is the total seats in the three programs combined, not the number of seats in each respective program. Seats in schools that do not meet the Desegregation Standard at the time of the count shall not be counted.

G.2.4 For purposes of this Plan, meeting all demand for seats in integrated settings shall be demonstrated only by a showing that no Minority students resident in Hartford are on

wait-lists on October 1 awaiting placement in Regional Magnet Schools, Hartford Host Magnet Schools or the Open Choice program.

G.2.4.1 Applicants on wait lists to Regional Magnet Schools, Hartford Host Magnet Schools or Open Choice who were offered placement by October 1 in any of these programs, including a program for which they did not apply, shall not be counted as wait listed whether or not the placement offer was accepted.

G.2.4.2 Placement offers to a school in noncompliance at the time of the offer with the Desegregation Standard shall not be considered valid offers.

G.3 Should Plaintiffs concur that the State's showing demonstrates attainment of the Goal, Plaintiffs will make an appropriate filing with the Court, independently or jointly, to bring about placement of *Sheff* in an inactive status by the Court.

G.3.1 Once placed in an inactive status, *Sheff* shall so remain for an indefinite period to ensure that demand by Hartford-resident Minority students continues to be fully met consistent with the goal of Phase II.

G.3.2 If such demand is fully met for nine consecutive years, the State may petition the Court for closure of the case. The period of nine years will ensure that a Hartford-resident Minority student enrolled in Kindergarten at the start of the inactive period will have reached high school with certainty of an integrated option from Kindergarten through Grade 12.

G.3.3 During the period of inactive status:

G.3.3.1 The State shall increase the number of seats in integrated settings or take other necessary steps to meet fully the demand for integrated education of Hartford-resident Minority students.

G.3.3.2 The State shall produce annual reports and provide them to the Plaintiffs consistent in form and content with the annual reports produced during Phase II.

G.3.3.3 The State at its discretion, and at its own risk, may continue, modify or end its contracts with CREC or other external contractors engaged to help plan and implement Phase II;

G.3.3.4 The State shall meet and confer with the Plaintiffs on its own initiative or at Plaintiffs' request.

G.3.3.5 The Plaintiffs may petition the Court to reactivate *Sheff* by a claim that the Goal of Phase II is not being met or that the Plan has produced unforeseen negative consequences for the interest of Hartford-resident Minority students in integrated educational opportunity.

G.4 Should Plaintiffs as a result of the Phase II conference with the State described above view the Phase II Goal as not having been met, Phase II shall be extended for a period of two years.

G.4.1 Extensions shall be effected by agreement of the Parties with notice to the Court, or by determination of the Court that the Goal of Phase II has not been met.

G.4.2 There shall be as many two-year extensions as necessary to attain the Goal of Phase II.

G.4.3 Prior to each extension, the Court will appoint a special master with authority to oversee State compliance work and to issue directives to the Commissioner of Education to further compliance.

G.4.3.1 At its discretion, the Court may request nominations from the Parties to fill the position of special master.

G.4.3.2 The State shall bear the costs of the office of special master.

ATTACHMENT A

Annual Report Specifications

Minimum Data and Information to be Reported by the State during Phase II

A. Enrollment: <u>Sheff</u> Districts.

A.1 Enrollment by district, by race, 1995-96 to current. After first report covering these years, subsequent reports are to be for prior year only.

A.2 For 2007-08 and subsequent years, report enrollment by race so as to show each district's a) resident students, b) non-resident students placed full-time in the district's schools as Open Choice students or as inter-district magnet school students, c) resident students placed full-time in schools out of district as Open Choice students or as inter-district magnet school students, and d) resident students placed part-time in schools out of district as inter-district magnet school students.

A.3 Report race by the racial categories used in Connecticut for normal school enrollment reporting but at minimum as Minority and non-Minority.

A.4 In the case of the Hartford Public Schools, report enrollment by district, by school, by grade, by race. Report number of non-resident students included in enrollment placed in district as Open Choice or inter-district magnet school students, by school, by grade, by race. Report the grade organization of each school.

B. Open Choice: All districts receiving Hartford-resident Minority students via this Program.

B.1 Placements in Program 1995-96 to current, by sending and receiving district, by race, by grade, to include Program when it was known as Project Concern. After first report covering these years, subsequent reports are to be for prior year only.

B.2 Wait Lists 1995-96 to current, by district of residence, by race, by grade, to include Program when it was known as Project Concern. After first report covering these years, subsequent reports are to be for prior year only.

B.3 For 2007-08 and subsequent years, report number of Hartford-resident Minority placements and Wait Listed applicants identified as bilingual or ESL students, gifted students, special education students.

B.4 For 2007-08 and subsequent years, report number of Hartford-resident Minority applicants who were rejected, if any, and reason for rejection.

B.5 For Hartford-resident Minority students in Open Choice in 2007-08 and subsequent years:

B.5.1 Report by receiving district: student attendance rates, in-grade retentions, number of students returned to sending district involuntarily and reasons therefor, number of students returned to sending district voluntarily and reasons therefor, report card grade distributions. Report student suspensions by in-school and out-of-school type, showing duplicated and unduplicated counts of each type, by level of school (elementary, middle, high) Report expulsions, by level of school (elementary, middle, high).

B.5.2 For high school students, report by receiving district: number of test-takers for the PSAT, SAT and ACT, by type of test; number of high school graduates; number of graduates planning to attend college or community college; and, statistically or descriptively, quantity of scholarship funds received.

C. Regional Magnet Schools: All Those Receiving Hartford-resident Minority students.

C.1. Enrollment by school, by district of residence, by race, by grade, from year of school opening to current. After first report covering these years, subsequent reports are to be for prior year only.

C.2 Report year opened, school district in which the school is located, districts eligible to send students to the school, magnet theme, grade organization, planned changes to grade organization if any, district or entity with governance control of school.

C.3 For 2007-08 and subsequent years, report by school Hartford-resident Minority enrollment identified as bilingual or ESL students, gifted students, special education students.

C.4 For 2007-08 and subsequent years, report by school wait list total as of October 1 by district of residence, by race, by grade.

C.5 For 2007-08 and subsequent years, report by school certified staff, by job title, by race, by years in the school.

C.6 For 2007-08 and subsequent years, report by school the whole-school and Hartford-resident Minority student attendance rates, in-grade retentions, number of students

returned to sending district involuntarily and reasons therefor, number of students returned to sending district voluntarily and reasons therefor, report card grade distributions. Report by school the whole-school and Hartford-resident Minority student suspension total by in-school and out-of-school type, showing duplicated and unduplicated counts of each type, by race. Report by school the whole-school and Hartford-resident Minority student expulsion total, by race, by grade.

C.7 For 2007-08 and subsequent years, for high schools, report by school the whole-school and Hartford-resident Minority student test-taker total for the PSAT, SAT and ACT by type of test, by race. Report by school, by race the whole-school and Hartford-resident Minority high school graduate total; the number planning to attend college or community college; and, statistically or descriptively, the quantity of scholarship funds received.

D. Hartford Host Magnet Schools

D.1. Enrollment by school, by district of residence, by race, by grade, from year of school opening to current. After first report covering these years, subsequent reports are to be for prior year only.

D.2 Report year opened, districts eligible to send students to the school, magnet theme, grade organization, planned changes to grade organization if any.

D.3 For 2007-08 and subsequent years, report enrollment by school of bilingual or ESL students, gifted students, special education students, by district of residence, by race, by grade.

D.4 For 2007-08 and subsequent years, report by school the wait list total as of October 1 by district of residence, by grade, by race.

D.5 For 2007-08 and subsequent years, report by school certified staff, by job title, by race, by years in the school.

D.6 For 2007-08 and subsequent years, report by school the whole-school and Hartford-resident Minority student attendance rates, in-grade retentions, number of students returned to sending district or sending school involuntarily and reasons therefor, number of students returned to sending district or sending school voluntarily and reasons therefor, report card grade distributions. Report by school the whole-school and Hartford-resident Minority student suspension total by in-school and out-of-school type, showing duplicated and unduplicated counts of each type, by race. Report by school the whole-school and Hartford-resident Minority student expulsion total, by race, by grade.

D.7 For 2007-08 and subsequent years, for high schools, report by school the whole-school and Hartford-resident Minority student test-taker total for the PSAT, SAT and ACT by type of test, by race. Report by school, by race the whole-school and Hartford-resident

Minority high school graduate total; the number planning to attend college or community college; and, statistically or descriptively, the quantity of scholarship funds received.

E. Hartford-resident Minority Students in Non-Magnet Hartford Public Schools

E.1 For 2007-08 and subsequent years, for Hartford-resident Minority students in Hartford non-magnet schools, report by school student attendance rates; in-grade retentions; report card grade distributions; student suspensions by in-school and out-of-school type, showing duplicated and unduplicated counts of each type, by level of school (elementary, middle, high); expulsions, by level of school (elementary, middle, high).

E.2 For 2007-08 and subsequent years, for Hartford-resident Minority students in Hartford non-magnet high schools, report the number of test-takers for the PSAT, SAT and ACT by type of test, number of high school graduates, number planning to attend college or community college, and, statistically or descriptively, the quantity of scholarship funds received.

F. Future Regional and Hartford Host Magnet Schools

F.1 Schools not yet open but planned, by type (Regional or Hartford Host), the school district in which the school is located, magnet theme, planned grade organization, year of planned opening.

F.2 Report planned capacity, and projected enrollment by race from year of planned opening to full enrollment.

F.3 For Regional Magnet Schools, report districts to be eligible to send students to the school.

F.4 Report projected capital cost of each school, including land acquisition if any to date of planned opening. Report capital funding source(s), showing sources for the projected capital costs. Report projected operating cost, and sources for such costs.

G. Phase II Goal Attainment

G.1 Description of scope and status of Phase II implementation contracts with non-State entities, including but not limited to contracts with the Capitol Region Education Council.

G.2 Description of State actions taken on and status of each recommendation related to Phase II implementation made by State contractors and/or the Plaintiffs.

G.3 The State's current prognosis for attaining timely the Goal of Phase II as set forth in the Phase II Plan, to include description of State-identified impediments to Goal attainment if any and the State's past, ongoing or planned actions to remove them.