



SUMMARY OF NEW SHEFF AGREEMENT

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SHEFF V. O'NEILL

DECISION

In 1996, the Connecticut Supreme Court, in *Sheff v. O'Neill*, ruled that the racial, ethnic, and economic isolation of Hartford public school students violated their right to a "substantially equal educational opportunity" under the state constitution. It ordered the state and the plaintiffs representatives to work out an agreement, which since has been renewed several times, for the voluntary desegregation of Hartford students through the use of magnet schools, the Choice Program, and other means to offer more Hartford students public education in an integrated setting.

QUESTION

Summarize the *Sheff v. O'Neill* stipulated agreement signed by the state and the plaintiffs on December 13, 2013.

SUMMARY

The stipulated agreement establishes a new timetable for the state to make additional progress in reducing racial, ethnic, and economic isolation of Hartford public school students. The agreement, known as *Sheff* Phase III, runs from December 13, 2013 to June 30, 2015.

As with the previous *Sheff* settlements, the new agreement relies on voluntary desegregation methods to achieve its goals. It calls for expanding magnet school and Open Choice program student spots to allow an additional 1,853 Hartford minority students to attend integrated school settings (called "reduced isolation settings" in the agreement). This would bring the percentage of Hartford minority students in an

integrated school setting up to 44%. Failure to meet the 44% goal by 1% or more of the goal standard constitutes a material breach of the agreement. (Currently 42.4% of Hartford's minority students are in integrated settings.)

It also (1) calls for General Assembly to approve the stipulation, (2) specifies steps the plaintiffs can take if the legislature does not approve it, and (3) includes requirements for reporting, monitoring, and deadlines for further negotiations. It also includes a number of administrative tasks for the Department of Education (SDE) consistent with previous agreements.

TERM

The agreement runs from December 13, 2013 to June 30, 2015 and concurrently with the extension of Phase II (the extension expires on June 30, 2014). The new agreement specifies that if there is any conflicting language between the extension and Phase III, the Phase III language controls.

DESEGREGATION GOALS AND METHODS

Like its predecessors, the agreement calls for voluntary desegregation methods including host and regional interdistrict magnet schools; state technical schools; charter schools; regional vocational agriculture centers; the Open Choice program interdistrict transfer program; and, to a lesser extent, part-time interdistrict cooperative programs. A host magnet school is an interdistrict magnet school operated by the local school district where it is located; magnets can also be operated by third parties or consortia of school districts.

The stipulation's goal is for at least 44% of Hartford minority students to attend school in reduced-isolation educational settings for the 2014-15 school year. The goal is modified to 43.5% if the proposed Lighthouse School is not authorized (see below for Lighthouse Schools).

As in previous agreements, it defines reduced isolation educational settings as (1) for interdistrict programs, such as magnet schools, having a student enrollment that is no more than 75% African-American and Hispanic or (2) a school that enrolls Hartford-resident minority students through the Open Choice program. Under Open Choice, school districts around Hartford can open available classroom spots to Hartford students and receive a specific per-student state grant for their participation.

In order to reach these goals the agreement sets the following student goals for magnet schools and Open Choice as shown in Table 1.

Table 1: New Seats for Hartford Students in Open Choice and Magnet Schools

<i>Program Type</i>	<i>2014-15 Projected New Seats for Hartford Students</i>
Open Choice Program	500
New or Expanded Magnets	657
Existing Magnet Capacity	696
Total	1853

New or Expanded Magnets

The agreement names several existing schools run by the Hartford school district that will become magnets with the intention of attracting students from the suburbs. These include High School Inc., an insurance- and finance-themed school, and the Journalism and Media Academy, a partnership between the Hartford school district and Connecticut Public Broadcasting. Two schools that are not part of the Hartford district, College Academy at Capital Community College in Hartford and Goodwin Academy at Goodwin College in East Hartford, will also start recruiting and enrolling suburban students.

The proposed Lighthouse School, which is yet to be located and approved, is to enroll up to 250 Hartford students by the 2014-15 school year. But the agreement allows for a lower percentage of Hartford minority students in integrated settings if the school does not gain approval.

Under the agreement, Lighthouse Schools are those designated for additional funding and initiatives designed to improve the educational outcomes in priority school districts while serving neighborhood or citywide populations. By offering improved programs, these schools aim to strengthen racial integration and stabilize neighborhoods. The agreement specifies that all teaching personnel at the Lighthouse school will remain Hartford public school teachers.

Existing Magnet Capacity

The agreement calls for 696 additional seats for Hartford minority students at 24 existing magnet schools, which are operated by a mix of districts and entities including: Hartford, Bloomfield, East Hartford, Capital Region Education Council, and Goodwin College.

GENERAL ASSEMBLY ACTION

The attorney general must submit the Phase III agreement, signed by all parties, to the General Assembly no later than February 15, 2014. The legislature must either approve or disapprove the agreement without any modification or addition. The agreement's approval is governed under the state law that requires the attorney general to seek General Assembly approval for any agreement he enters into to resolve a lawsuit against the state if the agreement requires more than \$2.5 million in state funds (which this agreement appears to trigger) ([CGS § 3-125a](#)). In the past, each *Sheff* agreement has cost well over \$2.5 million.

That law specifies that such agreements are deemed approved if the legislature fails to vote to approve or reject within 30 days of the date the agreement is submitted. If a vote is held, the General Assembly can reject the agreement by a three-fifths vote of both houses. The legislature must act on the matter in a resolution.

The agreement also specifies the steps that may be taken if the legislature, in a separate action, fails to enact the appropriate *Sheff*-related funding needed to implement the expanded integration of Hartford students.

The agreement states that the plaintiffs reserve the right to seek additional relief in court if the General Assembly fails to approve either:

1. the currently anticipated *Sheff*-related funding needed to implement the plan detailed in the agreement and SDE cannot make up the shortfall with other state funding or
2. SDE's legislation or governor's legislation which is SDE's assessment will impair the agency's ability to comply with the Phase III agreement.

BREACH OF AGREEMENT AND ENFORCEMENT

Failure to meet the goal of 44% of Hartford minority students in an integrated setting by 1% or more constitutes a material breach of the agreement. Failure to implement any particular program named in the agreement in the 2014-15 school year is not a breach as long as the 44% goal is reached. Consequently, if one program is not expanded or one existing school is not turned into a magnet then it does not violate the agreement as long as the percentage goal is reached.

The plaintiffs can seek the enforcement of any material breach in court.

REPORTING AND MONITORING

Under the agreement, the parties agree to meet no less than four times per school year to assess progress in implementing the agreement. Furthermore, 10 days prior to each quarterly meeting, the state will send the parties a written progress report which will include budgeting projections, relevant updates, and a description of any obstacles the state has discovered.

Twice a year there must also be conferences with the court and the parties.

It also requires SDE to provide the parties, no later than September 1, 2014, with reports on the academic performance of Hartford students in these programs. It requires a number of other administrative steps, including the continuation of a representative of the plaintiffs at the Regional School Choice Office, a position largely funded by the *Sheff* agreements.

DEADLINES FOR FURTHER NEGOTIATIONS

The agreement requires that the plaintiffs and the state meet in January 2014 to begin negotiations for a Phase IV agreement by November 15, 2014. By February 1, 2014, the parties must establish a tentative schedule and agenda for conducting and completing the negotiations by November 15, 2014. If no agreement is reached by December 1, 2014, the plaintiffs reserved the right to go to court to seek judicial relief.

For background on *Sheff* see the following links:

- OLR Report [2008-R-0368](#): 2008 Sheff v. O'Neill Stipulated Agreement
- [Sheff v. O'Neill Stipulation and Proposed Order, Phase III](#), December 13, 2013

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