HARTFORD PUBLIC SCHOOLS
AND ACHIEVEMENT FIRST HARTFORD ACADEMY, INC.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, (hereinafter referred to as the "Agreement" or the "MOU") effective as of the 1st day of August 2008, by and between the Board of Education of the City of Hartford, a municipal body and state agent established pursuant to Chapter IX, Section 1 of the Charter of the City of Hartford, Connecticut, with an office at 960 Main Street, Hartford, Connecticut 06103 (hereinafter "the Board"), and Achievement First Hartford Academy, Inc., a Connecticut non-profit organization with an office at 403 James Street, New Haven, Connecticut 06513 (hereinafter "AF-Hartford").

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, AF-Hartford is given authority and funds by the State of Connecticut to operate a public charter school established under the state laws in the City of Hartford,

WHEREAS, the Board has developed and approved a Balanced Theory of Action and An All Choice System of Schools as strategies to improve academic performance,

WHEREAS, AF-Hartford, while having a separate board of directors, operates with the support of Achievement First, a charter school management organization, using an educational model which has proven effective at producing high academic outcomes for low income children in urban settings,

WHEREAS, the Board and AF-Hartford, consistent with their individual missions have chosen to work together to have AF-Hartford operate a public charter school in the City of Hartford as an option for Hartford school children which can be chosen by their parents or guardians,

WHEREAS, to facilitate the establishment and long-term existence of this public charter school, the Board has agreed to make available to AF-Hartford certain real estate controlled by the Board of Education as well as to provide certain services and financial resources necessary to the successful operation of a public school,

AND WHEREAS, both AF-Hartford and the Board want to begin operation of said public charter school in the school year beginning in August of 2008,

THEREFORE, both the Board and AF-Hartford (collectively, the "Parties"), intending to be bound by the terms hereof, agree to the terms laid out in this memorandum of understanding.

Terms

Right to Operate School

1. AF-Hartford shall have the right to operate a public charter school or schools (the "School") within and on the specific spaces in the buildings and grounds commonly known as the Mark Twain School and the Lewis Fox Middle School (collectively, the "Property"). The spaces provided to AF-Hartford shall include a school building and grounds or buildings and grounds sufficient in size to house AF-Hartford's public charter school program as disclosed to the Board of Education on the date hereof (the "School"). The Property is more fully described in **Exhibit A** attached hereto and made a part hereof. If AF-Hartford shall receive a charter for the operation of an additional or secondary public charter school, the Board and AF-Hartford shall enter into a separate Memorandum of Understanding on substantially similar terms as provided herein with respect to such additional school. The parties acknowledge and agree that this Agreement does not create any tenancy of any kind in favor AF-Hartford with respect to the Property, and AF-Hartford shall not be deemed to be a tenant of the Property for purposes of this Agreement. For purposes of operating the School in accordance with the terms of this Agreement, AF-Hartford shall have all rights of access to the Property that the Board has pursuant to its jurisdictional operational authority and power over the Property. Both the Board and AF-Hartford shall exercise their respective rights of access to the Property in order to not materially interfere with the other party's operations on the Property.

2. Beginning with the 2008 school year, AF-Hartford shall use the Property exclusively for the operation of the School, including such auxiliary uses that support such operation as AF-Hartford may deem valuable for the development of children in a healthy and well educated manner. The School will serve children in any of the grades from kindergarten through eighth grades. AF-Hartford shall increase the student population over the course of four years, corresponding to the schedule set forth in **Exhibit B** attached hereto and made a part hereof.

3. The initial term of this MOU shall be for a period of five (5) years, commencing at 12:01 AM on August 1, 2008 and terminating at 11:59 PM on July 31, 2013 unless sooner terminated or extended under the terms of this MOU (hereinafter referred to as the "Term").

4. Unless sooner terminated pursuant to the provisions hereof, the Term shall be automatically extended for three additional five (5) year terms, ending at 11:59 PM on July 31, 2018; 11:59 PM on July 31, 2023; and 11:59 PM on July 31, 2028 respectively, provided that each of the following additional conditions are met:

a. AF-Hartford must have its charter, or other authority issued by the State of Connecticut to AF-Hartford to operate the School at the Property renewed by the State of Connecticut;

b. AF-Hartford must by the end of the 2012-2013 school year, meet "Adequate Yearly Progress" at the School as defined by the No Child Left Behind Act of 2001, and any amendments thereto; and must continue to meet "Adequate Yearly Progress" thereafter; and

c. The Board must be able to claim the test scores of the School for purposes of determining "Adequate Yearly Progress" for the Hartford Public Schools via the mechanism described in Section 10-223f of the Connecticut General Statutes or a substantially similar subsequent or amended statute.

If and when an automatic extension occurs, all other terms and conditions of this Agreement shall remain in full force and effect.

5. In consideration for the use of the Property as well as all other monetary payments, goods, services and objects of value described in this MOU and provided by the Board to AF-Hartford, AF-Hartford shall continuously (other than regular school vacations and the period between school years) operate the School under the terms described in this MOU for the Term and for any extensions. Both parties agree that said consideration will require significant monetary expenditure by AF-Hartford and said consideration has real and identifiable value to the Board. Both parties agree that there shall be no other consideration, beyond the terms of this MOU, provided or required by either party to cause this MOU to be effective and binding on both parties. Both parties also agree that no additional consideration shall be required for any extension of this MOU.

6. AF-Hartford shall ensure that all of its activities, including but not limited to its educational program are carried out in such a fashion as to adequately ensure the health and safety of all children attending the School. In addition, AF-Hartford shall operate the School in such a fashion as to comply with the requirements of its charters and all State and Federal laws, including but not limited to those laws which define the appropriate and safe delivery of services to children. AF-Hartford shall keep the charters related to the School in full force and effect at all times during the Term.

Short Term Future Building Needs

7. Both parties acknowledge that at full capacity, the School is likely to exceed the total number of children who can occupy the Mark Twain School, given legal and academic standards. Effective as of the end of the 2009-2010 school year, the

Mark Twain School shall be replaced in part by the property commonly known as Lewis Fox Middle School, with a portion of students remaining at Mark Twain School and a portion moving to Lewis Fox Middle School.

8. Effective as of the end of the 2010-2011 school year, the entire AF-Hartford student body previously located at Mark Twain School will relocate to Lewis Fox Middle School with appropriate overlapping access to both locations to permit AF-Hartford to move prior to the start of the 2011-2012 school year.

Renovation of Lewis Fox Middle School

9. Both of the Parties acknowledge that they will work together to make significant renovations that are needed at Lewis Fox Middle School.

10. AF-Hartford will provide at least one million five hundred thousand dollars ($1,500,000.00) towards renovation of Lewis Fox Middle School to be expended prior to the end of calendar year 2011. The Board shall similarly provide at least one million five hundred thousand dollars ($1,500,000.00) towards renovation of Lewis Fox Middle School to be expended prior to the end of calendar year 2011.

11. These amounts for renovation may be provided by either party in the form of cash, monetary transfer, in-kind contribution, or physical labor, design, supplies or materials in any combination in an amount equal to the obligation of the party; provided that both parties must agree prior to the expenditure of any amount that it is an acceptable expenditure to meet said obligation.

12. The parties shall work collaboratively to establish the needs for renovation, the process and timeline for renovation, which elements of renovation shall be the responsibility of each party, and what expenditures shall be the responsibility of each party. This collaborative work shall begin prior to the start of any renovation, construction or design and shall continue until such time as the renovation shall be completed or all dollars obligated by both parties shall have been expended, whichever comes first. All renovation, construction or design shall be agreed to by both parties in writing by an individual able to bind each party.

13. Any environmental remediation, reporting, or liability shall be the responsibility of the Board.

Services Provided by Both Parties

14. Both parties acknowledge that AF-Hartford will begin operation of the School with children in grades Kindergarten, First and Fifth with the school year beginning in August 2008. AF-Hartford shall add grades Two and Six in the school year beginning in August 2009. AF-Hartford shall add grades Three and Seven in the school year beginning in August 2010. AF-Hartford shall add grades Four and Eight in the school year beginning in August 2011.

15. The Board shall provide the following services at the Property at no charge to AF-Hartford at the level and with the consistency of service provided on average to all other public schools serving children in Kindergarten through Eighth grades operated by the Board, with such provision for expansion, declination or explanation of services described herein:

a. Maintenance of physical structure;
b. Custodial services from 7:00 am to 11:00 pm, Monday through Friday, excluding holidays, during the school year and from 7:00 am to 4:00 pm, Monday through Friday, excluding holidays, during the summer. At all other times, AF-Hartford may still request and receive custodial services from the Board but must reimburse the Board for the cost of those services in an amount equal to the hourly rate of pay for overtime, including any minimum hour requirement, described in the collective bargaining agreement covering custodial workers. AF-Hartford may not outsource custodial services without the express permission of the Board and then only under the terms allowing for outsourcing described in said collective bargaining agreement;
c. Nursing services, which may be part time;
d. Lunch and breakfast;
e. All utilities, including but not limited to heat, electricity, water, and sewer;
f. Phone services, provided that AF-Hartford may choose, at its own cost, to use its own phone services in addition to the Board's and provided that should AF-Hartford determine that it will no longer use the Board's phone services, it shall inform the Board such that the Board can cease to provide these phone services;
g. Security, provided that AF-Hartford does not foresee the need for security guards at the Mark Twain School; however both parties acknowledge that should security concerns arise resulting from developments at the Mark Twain School or in the surrounding community, the Board, in consultation with AF-Hartford, shall take those steps the Board deems necessary to maintain security at the Property. It is the expectation of AF-Hartford that a security guard or guards are required at Fox Middle School. As such, both of the Parties will agree on the appropriate security services required and then these costs will be borne in their entirety by the Board;
h. Trash removal and recycling; and

i. Internet connection and services, provided that AF-Hartford may choose, at its own cost, to use its own Internet connection and services and provided that should AF-Hartford determine that it will not use all or some portion of the Board's Internet connection and services, AF-Hartford shall inform the Board such that the Board can cease to provide that portion of the Internet connection or services not utilized by AF-Hartford.

16. As required by State law, the Board of Education shall provide:
    a. Transportation; and,
    b. Special Education Services.

17. With regard to Special Education Services or related services as specified in an Individual Educational Plan, once a child's special education needs have been identified using the Board's Planning and Placement Team process, the Board shall financially compensate AF-Hartford for those services provided. AF-Hartford shall then provide those services at a level of quality and in a fashion acceptable to the Board.

18. The Board shall provide a one time payment prior to the end of the 2008-2009 academic year of four hundred thousand dollars ($400,000) to AF-Hartford to cover costs associated with the operation of the School.

19. The Board acknowledges that under current Connecticut state funding formulas impacting public state charter schools, the state does not provide sufficient public funding to successfully operate a high performing public state charter school in Hartford, nor does the state provide a level of funding per pupil to public state charter schools equal to the total public funding per pupil received by Hartford Public Schools and as such, the Board will beginning with the school year starting in August 2011 and then throughout the duration of the Term, and any extension thereto, provide annually, no later than January 1 of the school year, five hundred dollars ($500) to AF-Hartford for each Hartford resident child attending the School, subject to the limitations described elsewhere in this section.

    For purposes of this section only, the term "state and local public funding for AF-Hartford" shall mean funds provided to AF-Hartford under the state funding formulas for state charter schools combined with the dollar value of services provided by the Board to AF-Hartford under section 15 of this MOU.

    Should state and local public funding for AF-Hartford be sufficient such that there is no longer a gap equal to or exceeding five hundred dollars ($500) per child between what the average Hartford public school receives from public funding and the state and local public funding for AF-Hartford, the Board may reduce the funds provided under this section to an amount equal to the remaining gap.

    After January 1, 2013, if the Board determines that it has insufficient funds to continue full payment under this section for a school year, the Board may

decrease or eliminate the payment for that school year only, provided that the Board gives notice to AF-Hartford no later than March 15 of the prior school year of its intention to not make the required payments in full or in part. Such notice shall remain in effect and pertain to subsequent school years unless rescinded by the Board. Nothing in this section should be interpreted to indicate that the Board may not make payment for any reason other than insufficient funds, nor that the Board may limit, reduce or change any other of its obligations described elsewhere in this MOU.

Any dollars provided to AF-Hartford under this section must only be used for costs directly involving instruction, including but not limited to teaching, guidance, educational materials, educational technology used by children, books, and staff development; and no portion of these dollars may be used for administrative or overhead purposes, including but not limited to payments to a charter management organization.

20. The Board shall donate to AF-Hartford those personal computers and associated peripherals and software licenses (to the extent transferrable but not otherwise) owned by the Board but remaining at Mark Twain School following the 2007-2008 school year. Such computer equipment is provided to AF-Hartford in their AS-IS condition, with all faults. The Board hereby disclaims any warranty of merchantability or fitness for a particular use with respect to the computer equipment. AF-Hartford shall thus become the sole owner of said computers and associated peripherals and as such shall be solely responsible for the operation, maintenance, replacement and eventual disposal of said computers and associated peripherals.

21. AF-Hartford shall be responsible for hiring, employing, evaluating, compensating and providing benefits for all academic and administrative staff, including but not limited to teachers, principals, assistant principals, deans, assistant deans, guidance counselors, paraprofessionals, special education staff, instructors, curriculum developers, staff developers, director of school operations, school manager, registrar, office coordinator and information technology specialists. Without limiting the foregoing, it is understood that AF-Hartford shall employ all staff working at the School who are not directly responsible for those services provided by the Board identified in sections 15 and 16 of this MOU. As well, nothing in this section shall be interpreted to limit the obligations of the Board under section 17 of this MOU to compensate AF-Hartford for special education services provided by AF-Hartford.

22. AF-Hartford shall be responsible for the development and execution of school policies, including but not limited to those policies relating to instruction, curriculum, textbook selection, student discipline, teacher hiring, training, evaluation, supervision and termination. Nothing in this provision shall be construed to limit the authority or responsibility of the Board to provide those

services detailed in sections 15 and 16 of this MOU or to determine the appropriate way or ways to provide said services.

23. AF-Hartford shall work with Hartford Public Schools to recruit children to attend this school. In so doing, it shall comply in all respects with all state and federal laws. The Board will define the geographic catchment area from which AF-Hartford may recruit children and AF-Hartford will accept no child from outside this catchment area unless the Board shall specifically allow AF-Hartford to do so.

24. AF-Hartford shall establish its own rules for disciplining children, up to and including expulsion, as long as it acts according to all applicable state and federal laws. Should AF-Hartford determine that a child requires an expulsion hearing, AF-Hartford will inform the Board, which shall make a representative available to participate with AF-Hartford throughout the expulsion process. The Board representative will attend the expulsion hearing and represent the district at the hearing. If AF-Hartford, following the hearing, determines that an expulsion is merited, the Board shall deem the child as having been expelled in a manner which would require expulsion under the Board's rules in effect at the time. As such, said child will not be able to enter the Hartford Public Schools unless and until such time as the expulsion is rescinded by AF-Hartford or an appropriate body under law. Prior to the beginning of the expulsion hearing, the parents of the child will be informed of this process, the Board's involvement in it, and the fact that a decision by AF-Hartford resulting in expulsion will mean that the child will not be allowed to enroll in Hartford Public Schools. The child, as well as his or her parents or legal guardians, retain all rights under federal and state law, and nothing in this provision shall be interpreted otherwise.

Student Selection

25. AF-Hartford shall follow all applicable laws with respect to the recruitment of children into a public charter school.

26. On or before November 15 of every year of the Term, preceding the start of a new school year the following August, the Board will designate the geographic area from which AF-Hartford can recruit children to attend the School as approved in the AF charter application and in alignment with the Board's choice process. Said geographic area will be large enough to ensure that all grades at the School will be fully occupied at the completion of recruitment.

27. AF-Hartford and Hartford Public Schools shall take such actions as necessary to insure that vacancies at the Schools are widely known among those parents and guardians whose children are eligible for vacancies at the School. To facilitate this, the Board shall, without violating any privacy rights under law which may exist for children and their parents or guardians, establish a process by which AF-

Hartford may mail informational materials and applications to parents and guardians of children eligible to apply for admission to the School.

28. Should there be more children who apply for admission than there are slots available for applicants, the slots shall be distributed by lottery administered by the Board or acceptable to the Superintendent at a date which is known to the parents and guardians of all applicants. Those children entered in the lottery who are not admitted as a result of the lottery shall be assigned by the same lottery to a position on a waiting list and drawn off the waiting list by AF-Hartford for admission to the School in their order on said waiting list.

29. Should there be fewer children who apply for admission than there are slots available for applicants, then AF-Hartford will admit the eligible children and continue recruitment. After this initial admission, children will be admitted on a first come, first served basis until all slots are filled, at which time AF-Hartford will begin a waiting list and draw children off the waiting list for admission to the School as needed in their order on said waiting list.

30. AF-Hartford may establish a sibling preference policy which will give preference to children in the student selection and admission processes if they have a sibling who has been admitted to the school.

Inclusion of Mastery Test Data in Board Reporting

31. Both parties agree that this MOU once signed by both parties, reflects "mutual agreement for the inclusion of the data from the charter schools" for purposes of determining "adequate yearly progress" as described in Connecticut General Statutes Chapter 170, Sec. 10-223f. This agreement to aggregate data for the purposes described is further detailed in **Exhibit C attached hereto and made a part hereof**, entitled "Affiliation Agreement," which has been be executed by the Board and AF-Hartford. Both parties agree to submit this MOU, as well as the "Affiliation Agreement" to the State Board of Education along with any other required documentation for approval as required under this same section of the Statutes.

Shared Space

32. Both parties agree that for the school year beginning in August of 2008, the Mark Twain School will also be used by an additional public school identified by the Board (hereinafter "Other Twain User".) This Other Twain User shall have the right to use of six classrooms on the first floor of the Mark Twain School, identified as classroom numbers 132, 133, 134, 136, 137 and 138 as well as the room currently used as a cafeteria but which lacks cooking equipment.

33. AF-Hartford and the Other Twain User in the school year beginning in August of 2008, will also share spaces including the auditorium, the gymnasium, external

play areas and the cafeteria which includes cooking equipment (hereinafter the "Shared Spaces").

34. Beginning with the school year starting in August of 2009, AF-Hartford shall have priority usage of all Mark Twain School facilities and may solely establish which rooms and other facilities to use for operation of the School. However, both parties recognize that the Other Twain User may have space needs due to delays in the availability of separate space outside of the Mark Twain School for such Other Twain User's school. Thus, space not used by AF-Hartford shall be available for the use of the Other Twain User through December 31, 2009.

35. Both parties acknowledge that throughout the term of this MOU, portions of the Lewis Fox Middle School may be used by another public school identified by the Board ("hereinafter "Other Fox User").

36. Beginning with the school year starting in August of 2010, AF-Hartford shall have exclusive use of all classroom, office, meeting room, counseling and library spaces on the second and third floors of the Lewis Fox Middle School. AF-Hartford shall designate one cafeteria and one gymnasium for which it shall have exclusive use. AF-Hartford will coordinate with the Other Fox User to make available the remaining cafeteria and gymnasium at such hours and for such durations as to meet the needs of the Other Fox User. AF-Hartford will also coordinate with the other Fox User to ensure that the other Fox User will be able to easily, safely and in the least disruptive fashion access the designated cafeteria and gymnasium spaces.

Alternative Space

37. If any portion of the Property used by the School becomes uninhabitable for any reason, the Board shall make all reasonable efforts to find alternative space for the School to continue operations on another property or portion of the Property.

Building Repairs and Improvements

38. It is the expectation of both Parties that after December 31, 2011, the Board will make all structural repairs and improvements necessary at the Property and that said structural repairs and improvements will be completed within a mutually agreed upon timeframe.

39. After December 31, 2011, AF-Hartford, at its sole cost and expense, may make temporary and non-structural decorative or cosmetic alterations to the Property.

40. After December 31, 2011, all other alterations beyond those described in section 39 above that AF-Hartford desires to make shall be subject to the prior written approval of the Board.

Insurance

41. Throughout the Term, AF-Hartford shall maintain, at its sole cost and expense, the following insurance:

A. commercial general liability insurance covering the Property and AF-Hartford against claims for bodily injury, personal injury and property damage under a policy of commercial general liability insurance with a per location combined single limit of at least Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage, containing broad form contractual liability coverage. Such policy shall name AF-Hartford, the Board and the City of Hartford as the named insureds.

B. workers' compensation insurance as required by law.

C. excess liability or umbrella liability policy with a limit of not less than Five Million and 00/100 Dollars ($5,000,000) written on a so-called "following form" basis.

D. comprehensive automobile insurance covering all owned, non-owned and hired automobiles of AF-Hartford (if AF-Hartford utilizes the same) with limits not less than One Million and 00/100 Dollars ($1,000,000) per occurrence and Three Million and 00/100 Dollars ($3,000,000) in the aggregate for liability and not less than One Million and 00/100 Dollars ($1,000,000) per accident for property damage.

E. employers liability insurance with limits not less than Five Hundred Thousand and 00/100 Dollars ($500,000) per accident for bodily injury by accident; Five Hundred Thousand and 00/100 Dollars ($500,000) by disease; and Five Hundred Thousand and 00/100 Dollars ($500,000) per employee for bodily injury by disease.

F. sexual molestation / harassment liability insurance covering legal costs and losses with a limit of not less than Five Hundred Thousand and 00/100 Dollars ($500,000).

42. At or prior to the date of commencement of this MOU, AF-Hartford shall provide the Board with a certificate of insurance certifying that all insurance required to be carried under the terms of this MOU is in full force and effect. The Certificate of insurance will state a thirty (30) day non-cancellation clause. Such certificates shall specifically designate the Board in the following form and manner:

> City of Hartford and Hartford Board of Education, their elected officials, officers, department heads, employees, agents, servants, successors and assigns.

be hand delivered or sent, postage prepaid, by recognized national overnight carrier, or by certified or registered mail, return receipt requested, addressed as follows:

TO HARTFORD BOARD OF EDUCATION:

Superintendent
Board of Education
960 Main Street
Hartford, Connecticut 06103

With a copy to: City of Hartford
Attn: Corporation Counsel
550 Main Street
Hartford, Connecticut 06103

TO AF--HARTFORD:

Chief Executive Officer
Achievement First
403 James St.
New Haven, CT 06513

Notice shall be effective upon receipt or refusal if sent by hand delivery or overnight carrier, or, if by certified mail, three (3) business days after posting.

Either party may change its address set forth in this section by giving notice to the other party in accordance with this section.

55. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and together shall be considered one document.

56. The invalidity of one or more of the phrases, sentences, clauses, sections or articles contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated. If any portion of this Agreement may be interpreted in two or more ways, one of which would render the portion invalid or inconsistent with the rest of this Agreement, it shall be interpreted in such a way and with such meaning to render such portion valid or consistent.

57. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut.

58. This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective heirs, personal representatives, successors and assigns.

59. Except as otherwise specifically provided elsewhere in this MOU, in any case where the Board or AF-Hartford is required to do any act, the time for such performance shall be extended by the period of delays caused by fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond the reasonable control of the party obligated to perform.

60. This Agreement, and all exhibits attached hereto contain the entire understanding of the Parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained in this Agreement.

[Signatures on following page...]

IN WITNESS WHEREOF, this Agreement was executed as of the date first written above.

WITNESSED BY:

THE HARTFORD BOARD OF EDUCATION

Name:

By: _____
Christina M. Kishimoto
Duly Authorized Superintendent

Name:

ACHIEVEMENT FIRST -- HARTFORD

Name:

By: Jean M Lavecchia
Chair of AF Hartford
Duly Authorized Jean M Lavecchia

Name:

STATE OF CONNECTICUT }
}ss. November 17, 2011
COUNTY OF HARTFORD }

On this the 17th day of NOV, 2011, before me, Jean Lavecchia, the undersigned officer, personally appeared _____ who acknowledged herself to be the Superintendent of the Hartford Board of Education, an instrumentality of the State of Connecticut and the City of Hartford, a specially chartered municipal corporation, and that she, as such Superintendent being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of such instrumentality by herself as Superintendent.

Notary Public 6/30/2012 exp.
My commission expires:
Commissioner of the Superior Court

Approved as to legality and form.

Corporation Counsel

STATE OF CONNECTICUT }
}ss. _____, 2011
COUNTY OF HARTFORD }

On this the ____ day of _____,2011 , before me, _____, the undersigned officer, personally appeared _____ who acknowledged [himself / herself] to be the _____ of Achievement First - Hartford, a corporation, and that [he / she], as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by [himself / herself] as _____.

_____
Notary Public
My commission expires:
Commissioner of the Superior Court

EXHIBIT A

Full Description of the Mark Twain School Property to be used for the operation of the AF-Hartford Elementary and Middle schools:

That parcel or those parcels of land currently owned by the City of Hartford, Connecticut, and controlled by the Hartford Board of Education; occupying 6.260 acres; with a street address of 395 Lyme Street in the City of Hartford; bounded by Burnham Street to the North, Lyme Street to the East, Durham Street to the South and partially bounded by the Joseph V. Cronin playground to the West; inclusive of all structures, buildings, appurtenances, rights of way and easements thereupon; including but not limited to a school building named for Mark Twain, with a finished area of some 53,144 square feet.

For purposes of identification, said Mark Twain School Property has a parcel identification number of 504007001, with the City Assessor's Office at the City of Hartford.

Full Description of the Lewis Fox Middle School Property to be used for the operation of the AF-Hartford Elementary and Middle schools:

That parcel of land owned by the City of Hartford, Connecticut, and controlled by the Hartford Board of Education, occupying 6.302 acres, with a street address of 305 Greenfield Street, Hartford, Connecticut, bounded by Greenfield Street to the North, Blue Hills Avenue to the West, the new Albany Avenue Branch of the Hartford Public Library to the South, and land identified as Assessor's Parcel Number 175189057 to the East, inclusive of all structures, buildings, appurtenances, rights of way and easements thereupon, including but not limited to a school building named Lewis Fox Middle School, with a finished area of approximately 274,496 square feet.

For purposes of identification, said Lewis Fox Middle School Property has a parcel identification number of 175189058, with the City Assessor's Office at the City of Hartford.

EXHIBIT B

Schedule of projected student population growth at AF-Hartford

Grades	2008-2009	2009-2010	School Year 2010-2011	2011-2012	2012-2013 (proj)	2013-2014 (proj)
K	86	83	88	91	90	90
1	86	89	92	89	90	90
2	0	86	90	86	88	88
3	0	0	78	88	88	88
4	0	0	0	75	85	85
5	87	87	91	98	92	92
6	0	85	89	93	92	92
7	0	0	78	75	84	84
8	0	0	0	69	69	69
Total	259	430	606	764	778	778

Attention: Superintendent of Schools
960 Main Street
Hartford, Connecticut 06103

43. All insurance provided for in this MOU shall be effected under enforceable policies issued by insurers having an A.M. Best's rating of A or better and Best's FSC of VII or higher and licensed to do business in the State of Connecticut. The Board also reserves the right to change or increase the required insurance coverage or to require additional forms of coverage effective on any extension of the Term, and any further extension thereafter in order to require AF-Hartford to maintain commercially reasonable levels of insurance coverage regarding its operations at the Property.

44. To the maximum extent permitted by law, AF-Hartford shall indemnify, defend and hold harmless the City, the Board, and their respective officers, department heads, employees, agents, servants, successors, from and against all claims, expenses or liability of whatever nature: (a) arising from any default, act, omission or negligence of AF-Hartford, or its contractors, licensees, agents, suppliers, servants, employees, invitees, or customers, or the failure of AF-Hartford or of any such persons to comply with any rule, order, regulation or lawful direction now or hereafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the operation the School; or (b) arising, directly or indirectly, from any accident, injury or damage, however caused (but excluding accident, injury or damage caused solely by the Board's own negligence), to any person or property on or about the Property; or (c) arising, directly or indirectly, out of any default by AF-Hartford under any of the terms or covenants of this Agreement; or (d) arising from any accident, injury or damage to any person or property occurring outside of the Property, where such accident, injury or damage results, or is claimed to have resulted from, any act, default, omission or negligence on the part of AF-Hartford, or its contractors, licensees, agents, suppliers, servants, employees, invitees, or customers, or anyone claiming by, through or under AF-Hartford.

Termination

45. This MOU shall be terminated automatically upon the revocation or expiration of the charter or other authority issued by the State of Connecticut to AF-Hartford to operate a public school at the Property. AF-Hartford may renew its charter any number of times and this will not be considered an expiration of the charter for purposes of this paragraph and will not be grounds for termination of this MOU.

46. The Board may terminate this MOU if AF-Hartford does not by the end of the 2012-2013 school year, meet "Adequate Yearly Progress" as defined by the No Child Left Behind Act of 2001, and any amendments thereto.

47. AF-Hartford may terminate this MOU at any time by written notice to the Board, provided that if AF-Hartford gives such notice during the period between school years, such termination shall be effective as of the end of the first academic semester of the next school year, otherwise such termination shall be effective as of the end of the school year during which such notice is given. Until the effectiveness of such termination, AF-Hartford shall continue to perform all obligations hereunder.

48. This MOU may be terminated by the Board upon a material breach of this MOU by AF-Hartford. AF-Hartford shall be given written notice of the material breach and granted 30 days to cure said breach. Material breaches involving the health or safety of children at the School must be cured immediately, failing which the Board shall be entitled to take all actions necessary to cure such condition and AF-Hartford shall reimburse the Board for all costs incurred by the Board in connection therewith. The termination of this Agreement shall not bee deemed to be an election of remedies and shall be in addition to any other rights and remedies on account of a breach of this Agreement by AF-Hartford available to the Board at law or in equity.

49. AF-Hartford shall discontinue its operations of the School on the Property as of the effective date of such termination and surrender the same to the Board.

Follow On Organization

50. AF-Hartford may transfer all or some of its rights and obligations under this agreement to another affiliated non-profit organization, provided that it informs the Board at least sixty (60) days prior to the transfer of said rights and that a public charter school continues to operate at the Property for the same children using the same method of instruction.

Concluding Provisions

51. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing, fully executed by each of the parties hereto.

52. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

53. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

54. Any notice, demand, offer or other written instrument ("Notice") required or permitted to be given, made or sent under this MOU shall be in writing, and shall

EXHIBIT C

AFFILIATION AGREEMENT
HARTFORD PUBLIC SCHOOLS
AND
ACHIEVEMENT FIRST HARTFORD ACADEMY, INC.

WHEREAS, the Hartford Board of Education ("the Board") and the Achievement First Hartford Academy, Inc. ("AF-Hartford"), a Connecticut non-profit with a state authorized charter to operate a public school in the City of Hartford, have expressed an interest in participating in the pilot program authorized by Section 10-223f of the Connecticut General Statutes; and

WHEREAS, said pilot program permits, by mutual agreement and subject to the approval of the State Board of Education, the Board and a state charter school located in Hartford to include data from the state charter school in all aspects of the Department of Education's process for determining and reporting the District's student achievement data and determination of the Board's adequate yearly progress, as defined in the state accountability plan prepared in accordance with subsection (a) of Section 10-223e of the Connecticut General Statutes; and

WHEREAS, the Board has provided unabated since August 15, 2008, and has agreed to continue to provide, items of value to AF-Hartford for the purposes of operating a public charter school serving children within the jurisdiction of the Board; said items being in a form agreeable to both parties and including the provision of a school building, as well as custodial, maintenance, nursing, telecommunication, food, utility, security, trash removal, recycling and Internet services at said building; and

WHEREAS, the Board will provide to students at the AF-Hartford operated public charter school the special education and transportation services required by statute; and

WHEREAS, AF-Hartford and the Board have agreed to participate in the aforementioned pilot program;

Therefore, AF-Hartford and the Board hereby enter into this Affiliation Agreement:

1. Commencing with the 2008-2009 school year, and continuing through the 2012-2013 school year, the State Department of Education shall include data from the AF-Hartford operated public charter school when determining the Board's adequate yearly progress, as defined in the state accountability plan prepared in accordance with subsection (a) of Section 10-223e of the Connecticut General Statutes.
2. AF-Hartford and the Board agree to extend this Affiliation Agreement should the State extend the duration of the program allowing for affiliation as described in Section 10-223f of the Connecticut General Statutes or via a substantially similar subsequent or amended statute, subject to (i) to the State's renewal of AF-Hartford's charter or other authority to operate the public charter school at the location designated by the Board; (ii) AF-Hartford meeting the "Adequate Yearly Progress" at such school as defined by the No Child Left Behind Act of 2001, and any amendments thereto; and continuing to meet "Adequate Yearly Progress" thereafter; and (iii) The Board being able to continue to claim the test scores of such school for purposes of determining "Adequate Yearly Progress" for the Hartford Public Schools via this Affiliation Agreement.
3. AF-Hartford and the Board agree that they will within the next year detail in a separate written Operating or Lease Agreement the terms of their working relationship, including but not limited to the ongoing provision of a school building, as well as custodial, maintenance, nursing, telecommunication, food, utility, security, trash removal, recycling and Internet services at said building.

4. AF-Hartford and the Board agree that the Operating or Lease Agreement will incorporate this Affiliation Agreement in its entirety. It is the intention of both parties that when the Operating or Lease Agreement is entered into, there will be no need to modify this Affiliation Agreement in any way.
5. AF-Hartford and the Board agree that should both parties not agree in writing to the Operating or Lease Agreement, then this Affiliation Agreement will end and either or both parties will so inform the State Department of Education.

Achievement First Hartford Academy, Inc.

By: _____ 2/25/10
Its Board chairman — Date

Hartford Board of Education

By: _____ 2/3/10
Dr. Steven J. Adamowski — Date
Its Superintendent

Approved by the State Board of Education 6/2/2010
Date

Approved As to Form and Legality

By: _____ 2/1/10
Carl R. Nasto — Date
Deputy Corporation Counsel

ADDENDUM

Pursuant to the Resolution of the Hartford Board of Education dated, January 17, 2012 which states in relevant part

> [t]hat the Hartford Board of Education approves in concept the expansion of AF Hartford into a high school, including negotiated per-pupil funding and a to-be-determined space for the school[,]

and to the second reading and adoption of Item #9 by the Hartford Board of Education dated August 27, 2013, which states in relevant part

> Achievement First currently serves scholars in grades K-9 in Hartford. The mission of the proposed AF Hartford Academy is the same as the existing AF Hartford Academy.
>
> Each grade at the proposed school in Hartford will have approximately 90 students per grade, divided into three classes of approximately 30 students each (our target per- grade enrollment is 75-85). All children will be Hartford school children chosen through the choice application process. Open slots will be filled with students from a waiting list based on the existing process.
>
> RECOMMENDATION
>
> That the Hartford Board of Education accepts the second reading and adopts the new design specifications for Achievement First Hartford Academy II[,]

the Hartford Board of Education (the "Board") and Achievement First-Hartford ("AF-Hartford") have hereby agreed in writing to modify the Memorandum of Understanding between the Board and AF-Hartford which was effective as of August 1, 2008 and signed by all parties on November 17, 2011 ("the MOU") through the following terms of this ADDENDUM:

Charter Expansion and Extension

1. AF-Hartford has received an extension of its charter from the State of Connecticut such that it may operate a charter high school in Hartford, Connecticut and AF-Hartford has received an expansion of its existing charter to serve more children in Hartford in grades kindergarten through eighth grade. This charter extension and subsequent charter expansion facilitates AF-Hartford operating one public charter school in Hartford, which has three components. These components are:
   - The existing AF-Hartford Academy 1 serving children in grades kindergarten through Eighth grade (AF-Hartford Academy 1);
   - The new AF-Hartford Academy 2, which is also known as AF Hartford Summit Academy, serving children in grades kindergarten through Eighth grade (AF-Hartford Academy 2); and,
   - The existing and expanding AF-Hartford High School serving children in grades Ninth grade through Twelfth grade (AF-Hartford High School).

2. The first three sentences of the first paragraph of section 1 of the MOU are modified to read:

"AF-Hartford shall have the right to operate a public charter school or schools (the "School") within and on the specific spaces in the buildings and grounds commonly known as the Lewis Fox Middle School and the Global Communication Academy IB (collectively, the "Property"). The spaces provided to AF-Hartford shall include a school building and grounds or buildings and grounds sufficient in size to house AF-Hartford's public charter school program as disclosed to the Board of Education on the date hereof or on the date of any subsequent addendum or amendment to this MOU."

Growth in Number of Children Served

3. Both parties acknowledge that AF-Hartford will via AF-Hartford High School add Ninth grade beginning in the school year beginning in August 2012, Tenth grade beginning in the school year beginning in August 2013, Eleventh grade beginning in the school year beginning in August 2014 and Twelfth grade beginning in the school year beginning in August 2015. Both parties further acknowledge that AF-Hartford will via AF-Hartford Academy 2 expand the number of students in: Fifth grade in August 2014; Kindergarten, First grade and Sixth grade in August 2015 or 2016; Second and Seventh grades in 2016 or 2017; Third and Eighth grades in 2017 or 2018; and Fourth grade in 2018 or 2019..

4. The second sentence of section 2 of the MOU is modified accordingly to read:

"The School will serve children in any of the grades from kindergarten through twelfth grades."

5. Exhibit B of the MOU is modified accordingly:

AF HARTFORD ENROLLMENT FORECASTS	2013-14	2014-15	2015-16	2016-17	2017-18
AF Hartford elementary students	437	441	636	728	820
AF Hartford middle students	344	452	552	644	736
AF Hartford high school students (includes students originating from AF Hartford and Jumoke Academy 8th grade classes)	118	181	238	256	272
Total AF Hartford enrollment	899	1074	1426	1628	1828

Properties Provided: AF-High School

6. Beginning with the school year starting in August of 2013, for purposes of operating AF-Hartford High School, AF-Hartford shall have exclusive use of a portion of the first floor of the building known as Louis Fox Middle School identified in Exhibit D (Fox), which is a part of this ADDENDUM. AF-Hartford shall additionally have shared use with the Other Fox User of the hallways, stairways, bathrooms and egresses on the first floor of the Louis Fox Middle School. The principals from AF-

Hartford and the Other Fox User may agree on using individual hallways, stairways, bathrooms and egresses specifically for students from one school or the other.

7. Both parties acknowledge that by the school year beginning in August 2014 and for all times thereafter during the Term, AF-Hartford will exceed the total number of children who can occupy the areas designated in the MOU for use by AF-Hartford at Fox given legal and academic standards.

8. Prior to November 1 preceding the beginning of any school year in which AF-Hartford will expand the number of students it serves at AF-Hartford High School,, the Board will identify additional appropriate space in Fox to serve the needs of children in the School who are in grades Nine through Twelve inclusive ("Additional Space for AF-Hartford High School"). At all times during the Term of this MOU, Additional Space for AF-Hartford High School will be provided by the Board such that all children in the School who are in Grades Nine through Twelve inclusive will occupy the first floor of Fox.

9. If the Board identified Additional Space for AF-Hartford High School at Fox is acceptable to both parties, its location will be agreed upon in writing and will thus be added to the buildings and grounds encompassed in the Property identified in Section 1 of the MOU and described in Exhibit A of the MOU. The terms of the MOU, this ADDENDUM and all subsequent modifications to the MOU will apply to the Additional Space for AF-Hartford High School.

10. As part of the grounds made available to AF-Hartford for use of AF-Hartford High School and AF-Hartford Academy 1, the Board will make available outdoor playing fields at the Martin Luther King School or at other grounds owned or controlled by the Board for purposes of during school hours and after school hours recreational, physical education and athletic activities by the students of AF-Hartford High School and AF-Hartford Academy. These grounds may be made available by the Board to AF-Hartford in a shared fashion with other users identified by Hartford Public Schools.

Properties Provided: AF-Hartford Academy 2

11. Beginning in the school year starting in August 2014, AF-Hartford shall operate AF-Hartford 2 at Global Communication Academy IB, located at 305 Greenfield Street, Hartford, Connecticut ("Global").

12. Both parties acknowledge that on and after August 2016, because of the growth of the number of students attending AF-Hartford Academy 2 and the use of Global by another Hartford public school, Global may no longer be an appropriate location for AF-Hartford Academy 2.

13. If the Board and AF-Hartford determine that Global is no longer an appropriate location for AF-Hartford Academy 2, then the Board will identify and make available sufficient appropriate space at another location to allow AF-Hartford to operate AF-Hartford Academy 2 ("Alternative Space for AF-Hartford Academy 2"). The Board must make AF-Hartford aware of the location of Alternative Space for AF-Hartford Academy 2 by November 1 preceding the beginning of the school year for which the Board has determined that Global is no longer an appropriate location for AF-Hartford Academy 2.

14. If the Board identified Alternative Space for AF-Hartford Academy 2 is acceptable to both parties, its location will be agreed upon in writing and will with no further action taken by either party be

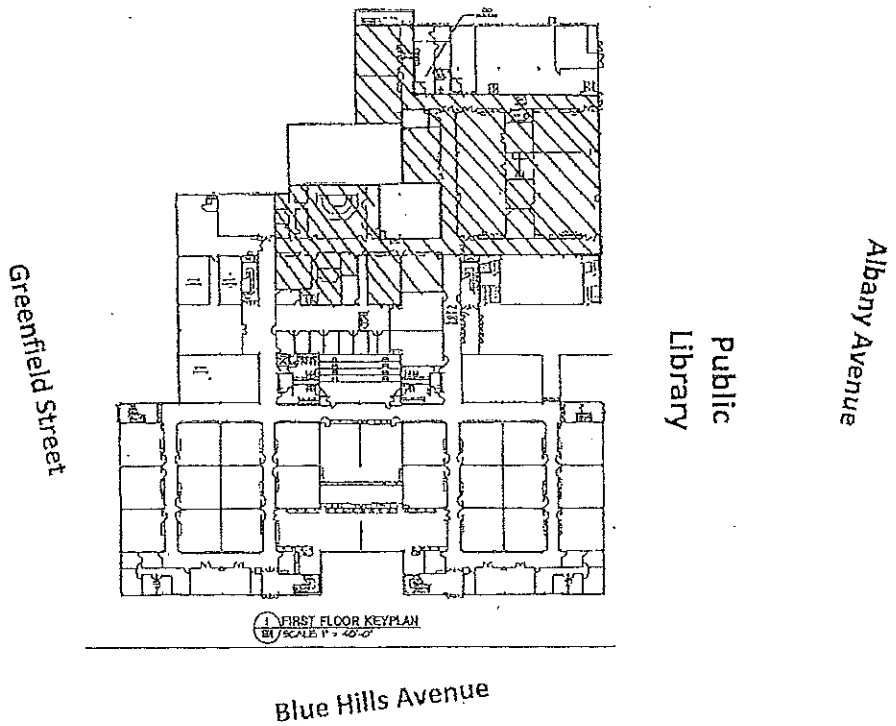
added to the buildings and grounds encompassed in the Property identified in Section 1 of the MOU and described in Exhibit A of the MOU. The terms of the MOU, this ADDENDUM and all subsequent modifications to the MOU will apply to the Alternative Space for AF-Hartford Academy 2.

15. No later than November 1, 2015, the Board will identify a permanent location acceptable to both parties for AF-Hartford Academy 2 and the Board will make available said location to AF-Hartford to use starting with the school year beginning August 2015 ("Permanent Space for AF-Hartford Academy 2). This permanent location for AF-Hartford Academy 2 will be agreed upon in writing and will with no further action taken by either party be added to the buildings and grounds encompassed in the Property identified in Section 1 of the MOU and described in Exhibit A of the MOU. The terms of the MOU, this ADDENDUM and all subsequent modifications to the MOU will apply to the Permanent Space for AF-Hartford Academy 2.

Properties Provided: Exhibit Modifications

16. The MOU is modified in Exhibit A such that the Full Description of the Lewis Fox Middle School Property to be used for the operations of the AF-Hartford Elementary, Middle and High Schools is included. The MOU is further modified in Exhibit A to add the portions of Global Communications Academy to be used by AF-Hartford. This modified Exhibit A is included as part of this ADDENDUM.

17. The MOU is modified such that the following diagram is now Exhibit D:



The shaded area on this first floor diagram of the Fox Middle School at 305 Greenfield Street, Hartford, Connecticut represents the portion of the first floor which will be exclusively for the use of AF-Hartford referenced in section 6 of this Addendum. This exclusive use area will expand as the number of students served by AF-Hartford High School grows as referenced in sections 7 through 9 of this Addendum.

Financial Considerations

18. The MOU is modified in the header preceding section 9 to strike the existing header and replace it with "Renovation of Board Provided Buildings".

19. The MOU is modified in Section 10 to add that all expenditures after October 1, 2013 for capital improvements made to any and all buildings, grounds or land, or portions thereof, which are provided by the Board for use of AF-Hartford for purposes of operating any school addressed in the MOU or this ADDENDUM, shall be paid for in equal amounts by AF-Hartford and the Board, provided that all such expenditures are subject to prior written approval by both parties, that all such expenditures by the Board are subject to the Board's budget process, and that both parties may agree to another financial arrangement in writing. Everything else in Section 10 shall remain the same as written in the MOU.

20. It is the intent of both parties that the MOU is modified in section 15 to add that all services described as being provided by the Board at no charge to AF-Hartford for Kindergarten through Eighth grades shall also be provided by the Board at no charge to AF-Hartford for Ninth through Twelfth grades with the level and consistency of service provided on average to all other public schools serving children in Ninth through Twelfth grades operated by the Board. Thus, the part of the first sentence of Section 15 of the MOU preceding the list of services provided shall now read:

    "The Board shall provide the following services at no charge to AF-Hartford at the level and with the consistency of service provided on average to all other schools serving children in Kindergarten through Eighth grades operated by the Board for the portion of the School serving children in Kindergarten through Eighth grades and at the level and with the consistency of service provided on average to all other schools serving children in Ninth through Twelfth grades operated by the Board for the portion of the School serving children in Ninth through Twelfth grades, with such provision for expansion, declination or explanation of services described herein:"

21. Nothing in Section 16 of the MOU shall be interpreted by either party to create a new obligation for the Board to pay for or compensate AF-Hartford for special education services or transportation for children who are not Hartford residents.

22. The Board will provide to AF-Hartford two thousand four hundred dollars ($2,400.00) for each Hartford resident child attending the School in Ninth through Twelfth grades inclusive ("High School Students"). AF-Hartford will not receive an additional five hundred dollars as described in section 19 of the MOU for High School Students but will receive it for all students attending AF-Hartford 1 and AF-Hartford 2. All payments under this section will be subject to all of the same limitations for payments described in section 19 of the MOU.

Student Recruitment, Attendance and Admission

23. Notwithstanding any geographic area limitations set by the MOU for student recruitment, AF-Hartford may enroll any non-Hartford resident child in Ninth through Twelfth grades inclusive who was previously a student at Jumoke Academy and AF-Hartford may enroll any Hartford resident child in Ninth through Twelfth grades inclusive who was previously a student at AF-Hartford.

IN WITNESS WHEREOF, this Addendum was executed as of November 15, 2012.
WITNESSED BY:

THE HARTFORD BOARD OF EDUCATION

Name:

By: _____

Dr. Christina M. Kishimoto, Superintendent
Duly Authorized

Name:

ACHIEVEMENT FIRST -- HARTFORD

Name:

By: _____

Duly Authorized

Name:

STATE OF CONNECTICUT }
}ss. _____, 20__
COUNTY OF HARTFORD }

On this the ___ day of _____,20___, before me, _____, the undersigned officer, personally appeared _____ who acknowledged [himself / herself] to be the Superintendent of the Hartford Board of Education, an instrumentality of the City of Hartford, a specially chartered municipal corporation, and that he, as such Superintendent being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by [himself / herself] as Superintendent.

_____
Notary Public
My commission expires:
Commissioner of the Superior Court

STATE OF CONNECTICUT }
}ss. _____, 2011
COUNTY OF HARTFORD }

On this the 28th day of March, 2014 before me, Elizabeth Adams, the undersigned officer, personally appeared Jean Lavecchia who acknowledged [himself / (herself)] to be the Chair-Board of Directors of Achievement First - Hartford, a corporation, and that [he / (she)], as such Chair-Board of Directors being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by [himself / herself] as Chair-Board of Directors.

_____
~~Notary Public~~
~~My commission expires:~~
Commissioner of the Superior Court

HARTFORD
PUBLIC SCHOOLS

Where the future is present.

Beth Schiavino-Narvaez, Ed.D.
Superintendent

March 9, 2016

Dacia Toll
Co-CEO, Achievement First
Achievement First Network Support
403 James Street
New Haven, CT 06513

Dear Dacia,

As per Section 19 of the Memorandum of Understanding between Hartford Public Schools and Achievement First, I am writing to inform you that Hartford Public Schools will be eliminating the differential payment to Achievement First – Hartford beginning with the 2016-2017 academic year. This notice shall remain in effect and pertain to subsequent years unless rescinded by the Board.

As you know, the State of Connecticut and the City of Hartford are both facing extremely difficult financial forecasts. Moreover, Hartford Public Schools is operating on its eighth straight year of flat funding. As a result, in order to balance our budget and continue to deliver a quality education to our students, we are forced to make difficult decisions. Should our financial forecast change in the near future, I will be happy to revisit this decision with you.

Sincerely,

Dr. Beth Schiavino-Narvaez
Superintendent of Schools

Contract For Professional Services
By And Between
The Hartford Board of Education
And
Achievement First

This Contract for Professional Services (the "Contract") is made and entered into as of this August 01, 2011 (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 Kishimoto, Superintendent, ("HBOE") and **Achievement First,** having an address and place of business at 403 James Street, New Haven, CT 06513, acting herein by Paige E. MacLean, its Director of Strategic Partnerships.

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 Commencement Date and end on July 1, 2011 – June 30, 2012, 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 $47,700.00 Dollars (the "Contract Price"), which Contract Price shall be payable as set forth below. Contractor acknowledges and agrees that the Contract Price constitutes the full compensation to Contractor for the Services to be performed hereunder, and includes all costs and expenses to be incurred by or on behalf of Contractor in performing the Services.

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

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

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

4. Performance Standards:

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

5. Evaluation Standards:

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

6. Anti-Discrimination and Affirmative Action:

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

and selection for training and apprenticeship. Contractor shall incorporate or cause to be incorporated, the provisions of this clause in all subcontracts it enters into pursuant to this Contract.

7. Personnel:

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

8. Indemnification:

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

9. Insurance:

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

HBOE and City shall be named as an additional insureds as their interests may appear (ATIMA) on all insurance required hereunder except workers' compensation insurance. Commercial general liability insurance with a broad form endorsement (including coverage for property damage) as well as endorsements for contractual liability, independent contractors, premises operations, products and completed operations and personal injury coverages insuring against damages to persons and property (including, but not limited to, loss of life), which insurance must be issued by an insurance company licensed to conduct business in the State of Connecticut with limits no less than $1,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and $2,000,000 bodily injury aggregate per policy year, and limits of $250,000 for all property damage sustained by each person as a result of any one occurrence and $500,000 property damage aggregate per policy year, or a limit of $2,000,000 combined single limit (CSL). All, if any, deductibles are the sole responsibility of Contractor to pay and/or indemnify.

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

If the Services include transportation services, either directly or through a contract with a bus or other transportation company, the following additional insurance coverage must be provided by the firm or other entity providing such transportation services. A copy of the contract or agreement between the Contractor and the transportation company must be provided to HBOE in addition to the insurance certificate evidencing such additional insurance coverage.

Automobile Liability Insurance must be issued by an insurance company licensed to conduct business in the State of Connecticut with a limit of not less than $500,000 for all damages because of bodily injury sustained by each person as a result of any one occurrence and $1,000,000 bodily injury aggregate per policy year and limits of $250,000 for all property damage sustained by each person as a result of any one occurrence and $500,000 property damage aggregate per policy year or a limit of $1,000,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the Contractor to pay and/or indemnify.

Abuse and Molestation Liability Insurance with an aggregated limit of not less than one million ($1,000,000.00) dollars, and limit of five hundred thousand ($500,000) dollars for each abuse or molestation offense, on a per occurrence basis (this insurance can be either combined with commercial general liability insurance or professional liability insurance, or included by endorsement to either of these insurances).

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

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

10. Conflict of Interest:

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

11. Contractor Default.

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

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

(ii) If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that Contractor's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to Contractor's performance of this Contract; or

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

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

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

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

11.2 Election of Remedies

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

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

(ii) Suspend Project operation;

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

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

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

12. Termination of Contract

12.1 Termination for Cause

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

12.2 Termination for Non-availability of Funds

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

12.3 Termination at Will

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

12.4 Payment upon Termination

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

13. Amendment:

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

14. Subcontracts:

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

15. Disclaimer of Third Party Beneficiary:

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

16. Records:

Contractor agrees to establish and maintain fiscal control and accounting procedures to assure proper accounting for all funds paid by HBOE to Contractor pursuant to this Contract. Contractor further agrees to maintain all records and documents respecting this Contract and performance of this Contract until an audit acceptable to HBOE has been completed and all questions arising therefrom 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:

Notwithstanding already-existing copyrighted materials and intellectual property rights held by AF and the related program, no reports or other documents produced pursuant to this Contract by Contractor shall be subject of any copyright or other intellectual property right of the HBOE. Upon termination of this Contract, HBOE shall not have any right or license to use the Contractor's intellectual property or any derivative use without the express prior written consent of the Contractor.

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, Communications Department
Hartford, CT 06103
Attn: Dr. Christina Kishimoto, Superintendent

To the Contractor: Achievement First
403 James Street
New Haven, CT 06513
Attn: Paige MacLean, Director of Strategic Partnerships

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

23. Limitation of Liability:

Contractor will perform all services in accordance with applicable professional standards. The parties agree that Contractor, its officers, directors, agents and employees, shall not be liable to HBOE, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages in excess of 3 times the professional fees paid to Contractor with respect to the work in question. In no event shall Contractor be liable for any type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Contractor.

24. Purchasing Agent:

One copy of all reports produced in the performance of this Contract shall be delivered by the Contractor to HBOE's Purchasing Agent.

25. 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.

26. 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.

27. Security Check:

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

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

Witness

HARTFORD BOARD OF EDUCATION

By: Christina Kishimoto
Superintendent

Date: March 7, 2012

Witness

Megan Takasaki

Kenneth A Paul

Achievement First

By: Paige MacLean
Director of Strategic Partnerships

Date: 4/24/2012

Approved As to Form and Legality

Corporation Counsel

Date 2/9/12

EXHIBIT A

SCOPE OF SERVICES

Synopsis of Program:

Great schools start with great leaders. Given this fact, the Travelers Leadership Academy of the Hartford Public Schools was established to recruit, prepare, and support principals in the Hartford Public Schools. A three-tiered program was developed to identify aspiring leaders, support new leaders, and differentiate professional learning opportunities for practicing leaders.

One of the key levers in this leadership development plan is the Resident Principal program. The residency includes a full-time field experience alongside a distinguished practicing principal, a comprehensive professional development program, and monthly cohort meetings to discuss the resident principal experiences and action research project. The comprehensive professional development program consists of ongoing training offered by Achievement First. The major areas of focus of this professional development include Culture Leadership, Instructional Leadership, Organizational Management, and Setting Vision and Inspiration.

Achievement First Leadership Development Program Themes
Work and training throughout the program will be guided by a carefully constructed competency framework outlining the skills, mindsets and actions needed to become a highly-effective principal. Residents will: Enhance their instructional expertise and leadership Improve their ability to attract and develop talented teachers and successfully lead adult teams Learn how to effectively communicate an inspirational vision to a variety of stakeholders Develop robust management skills to lead a complex organization and techniques to foster positive, achievement oriented school cultures built around core values and focused on developing strong student character Program Components

Pre-Residency Summer Leadership Development: An intense one to two weeks of workshops focused on management and leadership.

Academic Year Seminars: Weekly evening seminars during the residencies will provide training and practice in key areas of school leadership, including school culture, instruction, staff leadership, and setting direction and vision.

Change Strategy Training: In addition to the seminar series, the Residency Program will provide training on how to change the mindsets and values of staff to meet mission goals.

Post-Residency Summer Leadership Development: A week-long Technical Skills Boot Camp upon completion of the residencies.

This contract with Achievement First will allow the resident principals to fully participate in the School Leadership Residency Program. In addition to a week of Pre-Residency Summer Leadership Training, AF will hold monthly cohort meetings (see attached outline), and a week-long Post-Residency Summer

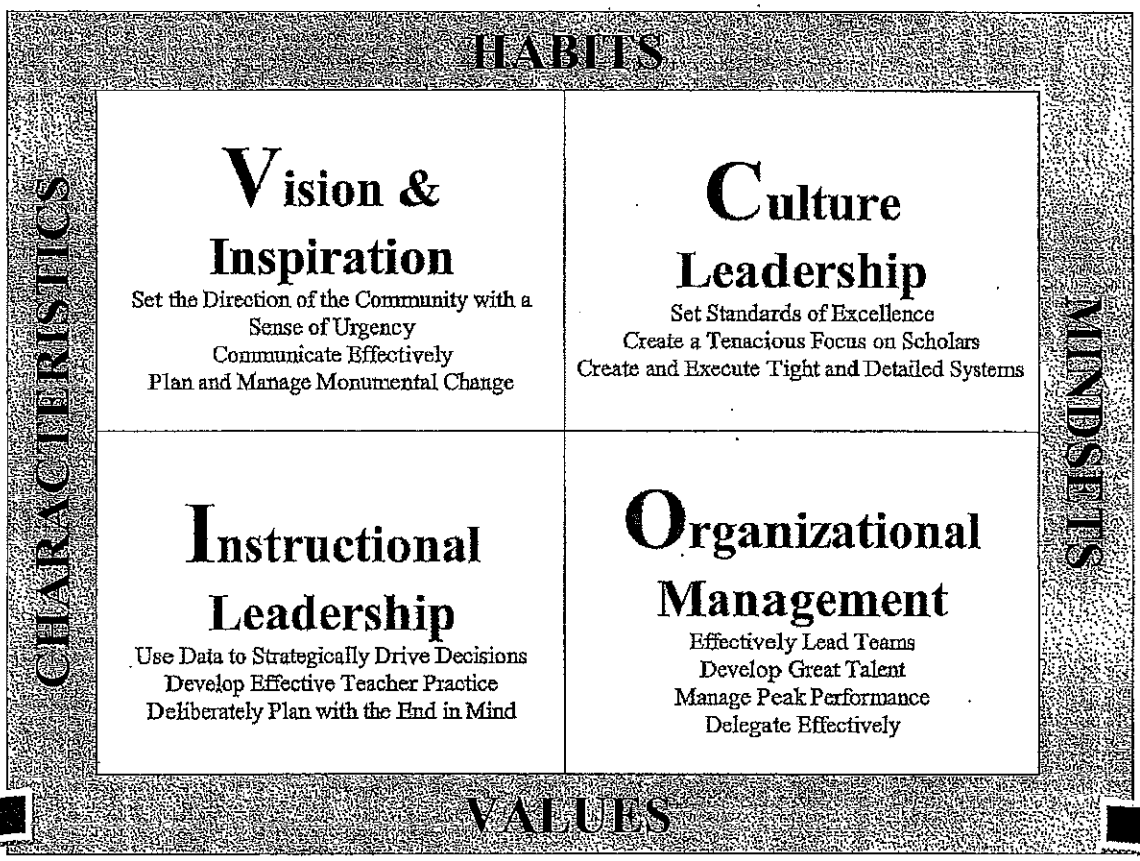
Leadership Training. Leadership Instructional Coaching and Engagement with Principals are also included in this contract.

Program element	Description	Cost per resident	Cost for all Hartford Residents
Residency Program	• In addition to a week of Pre-Residency Summer Leadership Training, AF will hold monthly cohort meetings (see attached outline), and a week-long Post-Residency Summer Leadership Training.	$10,000	$30,000
Leadership Instructional Coaching	• Coaching of residents from the program director Matt Taylor and associate director Samantha Miller on identified areas for growth and development approximately every 3 weeks to Hartford residents in person or by phone.	$4,500	$13,500
Engagement with principals	• Engagement with host principals to create learning goals for residents and monitor their progress through meetings and completion of the Quarterly Assessment tool; Three in-person meetings with Hartford principals per year: beginning of the year, mid-year and end of year and monthly check-ins by phone.	$1,400	$4,200
TOTAL			$47,700.00

Note: Residency Outline Attached

Residency Program Outline

The Residency Program of School Leadership
Competency Model



Characteristics, Mindsets, Traits, & Values- Residents are…

❖ Resilient	❖ Optimistic	❖ Empathetic	❖ Risk Takers
❖ Reliable	❖ Team oriented	❖ Humble	❖ Tenacious
❖ Self-aware	❖ Organized and able to self-manage	❖ Willing to be held publicly accountable	❖ Flexible
❖ Reflective	❖ Creative Problem Solvers	❖ Committed to relationships	❖ Confident

2011 - 2012 Residency Program Seminars 1 of 5

Core Competency	Core Learning		Date
1	C- setting expectations	• Learn how to set school-wide BHAGS & normalize expectations. • Practice orienting scholars and families around achievement, without confusing effort with results.• Analyze some key systems and tools to effectively assess school culture. • Study successful models of infusing character development into key systems such as	13-Sep-11

		discipline, attendance, honor codes, etc.	
2	C- planning & implementing systems	• Learn the elements and strategies to planning to the degree of the countless unseen details.• Practice defining and refining clear specific roles and responsibilities.• Analyze the longer-term and unintended consequences of sample systems and routines.	20-Sep-11
3	C- staff buy-in & training them to deliver & steward	• Practice the techniques and difficult conversations to establish a staff value (shared by ALL) of going above and beyond for the needs of students.• Learn and practice the skills of building buy-in around change (ie. new policies)• Learn how to train teachers on delivering the expectations, holding the values and systems and becoming stewards	27-Sep-11
4	C- parent/family buy-in	• Use case studies and simulations to practice techniques that enlist parental support upfront for crystal clear scholar behavioral expectations, rewards, and consequences. • Learn effective techniques that move previously disengaged families into a "Zone of Trust."	4-Oct-11
5	C- scholar buy-in	• Use case studies and simulations to practice using difficult situations with scholars as opportunities to better understand their needs.• Analyze successful techniques to establish and maintain a culture where scholars feel loved, socially and emotionally supported, and joyful. • Refine techniques to get scholars to own responsibility for behavior, mistakes and results.• Learn how to transfer the skills of maintaining a tight classroom culture, to that of a school building.	11-Oct-11
6	I- analyzing data	• Learn and practice how to effectively analyze individual, class and grade-level data.• Learn how to support individual and teams of teachers to use data to drive their planning and instructional strategies.• Practice tracking growth towards big goals w/ data over time.	25-Oct-11
7	I- planning instruction I	• Learn the essential elements of backwards design planning for long and short term achievement goals. • Learn (use case studies and simulations to practice) how to have the conversations that move staff from reactive to proactive practitioners.• Use case studies and simulations to practice effectively adjusting academic plans to achieve set goals.	1-Nov-11
8	I- planning instruction II		8-Nov-11

9	I- observation & feedback- skills	• Learn and practice how to identify excellent teaching techniques and strategies.• Learn and practice how to effectively observe, track and evaluate teaching.	15-Nov-11
10	I- teacher feedback & coaching pt. I	• Learn and practice how to give timely and constructive feedback.• Learn and practice how to coach teachers on their teaching and creating a relationship of trust, built on expertise and positive intention.	6-Dec-11
11	I- teacher feedback & coaching pt. II		13-Dec-11
12	I- setting, managing & evaluating progress on professional growth plans	• Learn and practice techniques to create the systems, relationship and trust to move teachers through the continuum of excellent teaching.• Learn how to normalize teacher practice to set and attain concrete scholar achievement goals. • Learn how to create teacher PGP's and how to manage its development.	3-Jan-12
13	I- scholars with special learning needs	• Learn and practice the best techniques for reaching scholars with special learning and language needs more effectively• Learn and practice some of the most effective practices of interventions for struggling students.	10-Jan-12
14	O- collaboration & shared practice	• Learn how to create such high expectations of collaboration and support built on trust, respect, and achievement that staff refuses to allow each other to falter. • Learn how to build a culture of shared effective practices.• Use case studies and simulations to practice talking to staff about shared standards and core systems.	24-Jan-12
15	O- team synergy	• See what it means to prioritize team morale and learn how successful teams have thought about celebrating accomplishments.• Build a portfolio of tools to monitor team investment in unbelievably high expectations. Then practice strategies to re-build the investment.	31-Jan-12
16	O- hiring	• Analyze successful elements of conducting skillful interviews. Learn some hints to recognize talent and use case studies and role plays to practice making timely and confident hiring decisions.	7-Feb-12
17	O- difficult conversations pt I	• Use case studies and scenarios to practice cultivating relationships to allow for feedback and increase the comfort level for difficult conversations to take place.	14-Feb-12
18	O- difficult conversations pt II	• Use case studies and scenarios to practice cultivating relationships to allow for feedback and increase the comfort level for difficult conversations to take place.	6-Mar-12
19	O- motivating your valued staff & managing out your unwilling staff	• See how others have created developmental opportunities, on the job and off, for staff to become more effective team members and build out your portfolio. • Design concrete plans to invest	13-Mar-12

		into the retention of the most talented and valued employees. • Learn how to manage out staff that does not meet the school's high expectations. Use case studies and scenarios to practice.	
20	O- organizational management- manage building resources	• Learn how masterful school building leaders manage resources (facilities, financials, operations) effectively to support the organization's short and long term goals.	20-Mar-12
21	O- performance management	• Build your toolbox to diagnose school gaps. Use your own school as a case study to practice strategizing, prioritizing and finding creative methods to solve the problems.	27-Mar-12
22	O- effective delegation	• Learn how to manage human capital effectively by delegating tasks and getting staff to take initiative to wear different hats to meet the needs of the school.	10-Apr-12
23	O- crisis management pt I	• Use case studies and scenarios to practice managing crisis calmly.	24-Apr-12
24	O- crisis management pt II	• Use case studies and scenarios to practice managing crisis calmly.	1-May-12
25	V- create your vision and set the stage	• Study other organizations' missions, values, and goals. Begin to establish and articulate a school mission, vision and set of goals that inspires urgency and excellence. • Establish a set of school values that centers on a "No Excuses" approach to delivering on the mission.	8-May-12
26	V- communication	• Get feedback on your own communication skills. • Practice delivering crystal clear public messaging to various size groups and constituents.	15-May-12
27	V- planning change pt I	• Study school action plans. Practice making data-based detailed action plans so clear that everyone involved knows specifically what they need to do differently. • Learn how to analyze the effects of change on different constituents, while effectively communicating that change isn't optional. • Practice the conversations that guide stakeholders through the difficulty of change and how to address the resistance.	29-May-12
28	V- planning change pt II		5-Jun-12
Legal/Finance/Operations Boot Camp Week		date TBD	

Monday, August 27, 2018 at 12:59:39 PM Eastern Daylight Time

Subject: Re: Achievemnet First
Date: Friday, May 18, 2018 at 1:32:54 PM Eastern Daylight Time
From: Colon-Rivas, Jose <JColon-Rivas@hartfordschools.org>
To: Vazquez-Matos, Alberto <Alberto.Vazquez-Matos@hartfordschools.org>
Attachments: image001.png, image002.png, image003.png

Alberto,
Per the Contract between Hartford Public Schools and Achievement First Hartford Academy, below are the areas that we are providing services at no charge to Achievement First:

I.	Maintenance – Physical Structure (Trash Removal and Recycling)	$300,000
II.	Utilities	
	$410,000	
III.	Custodial Services	$500,000
IV.	Nurse (1)	$80,000
V.	Transportation	$180,000*
VI.	Security (2)	

*Student that are attending a school of choice that do not reside within the designated Zone or Zones are not eligible for transportations services unless placed at a school by the Choice Office due to a lack of space in a school within the zone in which they reside.
Achievement First current has two locations and they are as follows:

1. Achievement First located at 305 Greenfield St, Hartford Ct. The transportation services for this location are provided for students residing in Zones one (1) and two (2) only.
2. Achievement First Summit located at 85 Edwards St, Hartford Ct. the transportation services for this location are provider from all four Zones.

This information and or policies is clearly outlined on the School Enrollment Applications to make Parents aware of the services provided by the individual schools.
We are currently providing services for students that attend the Achievement First location on Greenfield St, Hartford Ct from all four Zones. Unfortunately, those students residing in Zone three (3) and four (4) are not eligible to receive transportation under standard School Zone Guidelines
Currently we are using (4) buses to service the students residing in those Zones. The cost to continue services from January 1, 2018 through June 15, 2018 is estimated to be $ 180,185.72.

José Colón-Rivas, Ph.D.

Chief Operations Officer
Hartford Public Schools
960 Main Street, 8th Floor
Hartford, CT 06103
860-695-8546

Jcolon-rivas@hartfordschools.org

Forecast

Achievement First
FY 17-18 Billing

	Q1 7/17-9/17	Q2 10/17-12/17	Q3 1/18-3/18	Q4 4/18-6/18	FY 17-18
Elementary (K-4th)					
Service Hours	$ 10,243	$ 23,481	$ 24,918	$ 19,557	$ 78,199
Speech	$ 9,364	$ 20,774	$ 19,129	$ 13,254	$ 62,521
Social Work	$ 2,520	$ 5,040	$ 5,120	$ 4,160	$ 16,840
Occupational Therapy	$ 1,013	$ 5,130	$ 4,725	$ 3,105	$ 13,973
Physical Therapy	$ 270	$ 540	$ 540	$ -	$ 1,350
Psychological Eval	$ -	$ -	$ 11,122	$ -	$ 11,122
Para Support	$ 35,700	$ 82,600	$ 72,520	$ 53,354	$ 244,174
Total Elementary	$ 59,109	$ 137,565	$ 138,074	$ 93,430	$ 428,178
Total Elementary Students	31	30	27	23	
Avg. Cost Per Student	$ 1,907	$ 4,585	$ 5,114	$ 4,062	
Middle (5th-8th)					
Service Hours	$ 16,023	$ 32,196	$ 34,443	$ 34,326	$ 116,988
Speech	$ 1,620	$ 5,311	$ 3,572	$ 4,136	$ 14,639
Social Work	$ 3,738	$ 6,800	$ 6,960	$ 8,100	$ 25,598
Occupational Therapy	$ 270	$ -	$ -	$ -	$ 270
Physical Therapy	$ -	$ -	$ -	$ -	$ -
Psychological Eval	$ -	$ -	$ 7,387	$ -	$ 7,387
Para Support	$ -	$ -	$ -	$ -	$ -
Total Middle	$ 21,651	$ 44,307	$ 52,362	$ 46,562	$ 164,882
Total Middle Students	18	18	18	21	
Avg. Cost Per Student	$ 1,203	$ 2,462	$ 2,909	$ 2,217	
Summitt (5th-8th)					
Service Hours	$ 54,634	$ 96,252	$ 88,917	$ 71,130	$ 310,933
Speech	$ 16,659	$ 29,305	$ 29,798	$ 23,406	$ 99,168
Social Work	$ 10,084	$ 21,670	$ 20,560	$ 15,840	$ 68,154
Occupational Therapy	$ 900	$ 1,800	$ 630	$ 540	$ 3,870
Physical Therapy	$ -	$ -	$ -	$ -	$ -
Psychological Eval	$ -	$ -	$ 17,815	$ -	$ 17,815
Para Support	$ 55,692	$ 125,328	$ 85,344	$ 64,064	$ 330,428
Total Summit	$ 137,969	$ 274,354	$ 243,064	$ 174,980	$ 830,367
Total Summit Students	53	54	52	53	
Avg. Cost Per Student	$ 2,603	$ 5,081	$ 4,674	$ 3,302	
High School (9th-12th)					
Service Hours	$ 21,145	$ 42,066	$ 40,116	$ 29,838	$ 133,165
Speech	$ 5,152	$ 8,742	$ 8,178	$ 6,627	$ 28,699
Social Work	$ 3,213	$ 6,120	$ 6,540	$ 3,480	$ 19,353
Occupational Therapy	$ 270	$ 540	$ 540	$ 450	$ 1,800
Physical Therapy	$ -	$ -	$ -	$ -	$ -
Psychological Eval	$ -	$ -	$ 2,656	$ -	$ 2,656
Para Support	$ 13,104	$ 26,208	$ 26,208	$ 21,840	$ 87,360
Total High School	$ 42,884	$ 83,676	$ 84,238	$ 62,235	$ 273,032
Total High School Students	23	23	25	20	
Avg. Cost Per Student	$ 1,865	$ 3,638	$ 3,370	$ 3,112	
Total Paid	$ 261,613	$ 539,902	$ 517,737	$ 377,206	$ 1,696,459