



**TESTIMONY SUBMITTED BY SHEFF ATTORNEYS Martha Stone, Deuel Ross, Cara
McClellan and Georgina Yeomans
AND
SHEFF PLAINTIFFS' REPRESENTATIVE Alex Knopp IN FAVOR OF**

**S.R. No. 4 RESOLUTION APPROVING THE SETTLEMENT AGREEMENT IN SHEFF V. O'NEILL
H.R. No. 4 RESOLUTION APPROVING THE SETTLEMENT AGREEMENT IN SHEFF V. O'NEILL
H.B. No. 5283 AN ACT CONCERNING THE EDUCATION COST SHARING GRANT FORMULA
AND THE FUNDING OF OTHER EDUCATION PROGRAMS**

**COMMITTEE ON EDUCATION
FRIDAY, MARCH 4, 2022**

On behalf of the team of attorneys, experts and advocates who represented the Sheff Plaintiffs in the two years of negotiations that produced the January 27, 2022, Settlement Agreement, we urge you today to support the Resolutions approving the Agreement.

As you review the provisions of the Agreement, we urge you to give priority to the following basic principles:

First, the 1996 judgment of the Connecticut Supreme Court in Sheff v. O'Neill is the law of Connecticut. Unique among the fifty states in its reliance on a state constitution, our Supreme Court, a quarter of a century ago, declared that segregation in the Hartford region that denied Hartford resident minority children an equal educational opportunity violates the Connecticut Constitution. The decision of the Court was not an advisory opinion or a policy preference but a constitutional command that the other two branches of Connecticut's government are bound to respect.

Second, the Court assigned the task of formulating an implementation plan based on voluntary compliance to the parties rather than mandating a top-down solution. While many of the short-term agreements reached in prior years laid the pragmatic foundation for the Sheff-based regional school choice system in place today that serves approximately 17,000 students in quality integrated educational settings, these several short-term solutions were not meant to be the final word. The Agreement before you today is intended to expand the strong school choice system now in place while eliminating during the term of this Agreement many if not all of the unintended problems.

Third, before we highlight several of the key new principles embodied in this Agreement, we wish to point out that this Agreement is the product of a year of negotiation. Like any voluntary stipulation covering a broad area of state policy, it necessarily is complicated and incorporates an interconnected series of compromises by the parties. We acknowledge and commend the representatives from Attorney General Tong's office and the SDE for their collegial approach in the negotiations. We support the Agreement while acknowledging that both sides sought additional provisions. But the issue before you is not whether you can identify a selected provision that could have been expressed differently but rather whether the complex Agreement taken as a whole faithfully implements the Sheff v O'Neill decision and serves the public interest.

Fourth, the Agreement is anchored by two basic propositions. The first proposition is that the Agreement requires the state to plan to fulfill the goal of meeting 100 per cent of the unmet demand of Hartford resident minority students, for whom the Sheff case was initially brought, for a Sheff quality integrated educational seat by the end of the 10-year term of the Agreement. Why is "meeting 100% of demand" such an important guidepost? Meeting 100% of demand establishes both a legal and a moral goal for fulfilling the promise of a voluntary school choice system. In addition, meeting this goal promises to remove the irritant of a shortage of Sheff seats which alienated Hartford parents who applied to the RSCO lottery year after year and never received an offer.

Fifth, the Agreement is anchored by the second basic proposition of ending active court supervision of the operation of the Sheff-based regional school choice system. Ending active court supervision achieves the state's goal of restoring operational discretion to achieve the detailed provisions of the Agreement. The Plaintiffs are satisfied that the Permanent Injunction will protect their ability to seek judicial intervention in the event of any material breaches of the terms of the Agreement, although, of course, we hope that the General Assembly's continued financial support of this Agreement will make any such judicial intervention unnecessary.

Sixth, the Agreement takes a giant step forward over past short-term stipulations by locking in place a long range 10-year expansion plan with periodic audits to measure progress. The Agreement funds important growth initiatives in magnet schools, Open Choice seats and CTECHS. It addresses grant funding for such important qualitative programs as emotional and social supports for students enrolling in new districts and for equalizing athletic and after-school enrichment programs in choice schools. The General Assembly has not opposed other prior stipulations that featured most of these programs, but what is new in the current Agreement is the long-term planning timeline.

Seventh, throughout the negotiations we searched for ways to ensure that Hartford neighborhood schools would receive the highest level of planning, investment, and attention. The Agreement includes provisions to significantly improve planning between

the Hartford Public Schools and the SDE in the context of this Agreement's goal of expanding the school choice system. We look forward to continuing to support efforts to improve educational opportunities for all HPS students whether in choice or neighborhood schools.

Eighth, the most important piece of unfinished business for the successful implementation of the Agreement is the issue of the long-term funding of the Sheff magnet schools operated by a RESC, which for the Sheff case means CREC, and the resulting fiscal impact on the educational budgets of "sending districts" to CREC magnet schools.

As a necessary supplement to this Agreement, we urge you to favorably report HB 5283 which provides three key aspects of an effective and equitable magnet school funding plan: first, a new magnet operating grant rooted in data and tied to the ECS Foundation level and weighted student needs; second, an annual growth multiplier for RESC magnet grants tied to either the greater of the increase in personal income or the percentage increase in inflation; and third, an elimination of the requirement that "sending towns" be required to pay per-student tuitions to magnet operators, which in the past has impeded support for school choice in "sending towns" like East Hartford.

While HB 5283 does not address the issue of funding of special education in a school choice system we are hopeful that the priority of Senator Looney expressed in SB 1 to fund 100% of the Special Education Excess Cost Grant will ameliorate the problem.

Respectfully submitted,

Martha Stone, Esq.
Center for Children's Advocacy

Deuel Ross, Esq.
Cara McClellan, Esq.
Georgina Yeomans, Esq.
NAACP Legal Defense & Educational Fund, Inc.

Attorneys for the Sheff Plaintiffs

Alex Knopp
Sheff Plaintiffs' Representative