

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 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.

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 be 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

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

[Signature]

Name:

[Signature]

Name:

By: [Signature]

Christina M. Kishimoto
Duly Authorized Superintendent

ACHIEVEMENT FIRST -- HARTFORD

[Signature]

Name:

By: [Signature]

Chair of AF Hartford
Duly Authorized Jean M Laveccia

[Signature]

Name:

STATE OF CONNECTICUT

} ss. November 17, 2011

COUNTY OF HARTFORD

On this the 17th day of NOV, 2011, before me, Jean Laveccia, 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.

[Signature] 6/30/2012 exp.
Notary Public

My commission expires:
Commissioner of the Superior Court

Approved as to legality and form.

[Signature]
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	School Year					
	2008-2009	2009-2010	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

copy

**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

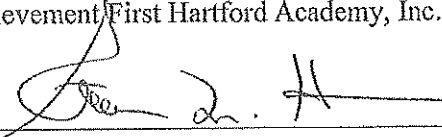
WHEREAS, AF-Hartford and the Board have agreed to participate in the aforementioned pilot program;

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

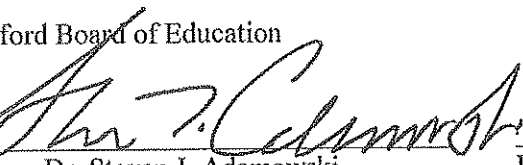
1. Commencing with the 2008-2009 school year, and continuing through the 2012-2013 school year, the State Department of Education shall include data from the AF-Hartford operated public charter school when determining the Board's adequate yearly progress, as defined in the state accountability plan prepared 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
Date
Its Board Chairman

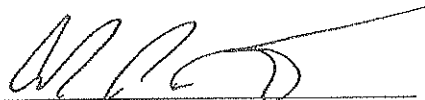
Hartford Board of Education

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

Approved by the State Board of Education

6/2/2010
Date

Approved As to Form and Legality

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