



NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT

Vendor Name: Shipman & Goodwin

Date: 1/17/2023

Agreement #: A22-1616
Attach Copy Of Fully Executed Agreement

Amendment #: 1

Grant Name: N/A

Grant # If Applicable: _____

Funding Source Acct #: 2022-2023 Operating Budget 19047700-56696

Original Amount of Agreement: \$80,000.00

Amount of Agreement Prior To This Amendment: \$80,000.00

Amount of this Amendment: \$437,204.60

Actual or Estimate
 Increase Decrease No Change

Amount of Agreement Including This Amendment: \$517,204.60

Funding Source & Acct # for Amendment: 2022-2023 Operating Budget 19047700-56696

Description and Need for Amendment ^t Amendment #1 to Agreement A22-1616 with Shipman & Goodwin Labor to increase funding amount from \$80,000.00 by \$437,204.60 for a total amount of \$517,204.60; to invoices received and cover costs incurred for remainder of FY for services related to litigation and negotiations.

All of The Terms and Conditions of Original Agreement Remain in Full Force and Effect

Contractor's Signature: _____ (Name) _____ (Date)

(Title)

New Haven Board of Education:

President

(Date)



NEW HAVEN PUBLIC SCHOOLS

**Info Only does not reflect payment status*

Legal Spend Summary

FY 22-23 (July - November)

<u>Vendor Name</u>	<u>Description</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Total Spent</u>	<u>Balance</u>	<u>% Used</u>
Shipman Goodwin	General Legal Services	91350456	\$ 70,000.00	\$ (31,703.00)	\$ 38,297.00	45%
Shipman Goodwin	Labor Relations Negotiations	91350457	\$ 80,000.00	\$ (213,376.55)	\$ (133,376.55)	267%

Amendment Proposal

<u>Vendor Name</u>	<u>Description</u>	<u>PO #</u>	<u>Unpaid of Billed to date</u>	<u>Monthly Billing Average</u>	<u>~# of remaining invoices</u>	<u>Approximate Required for remainder of FY</u>
Shipman Goodwin	Labor Relations Negotiations	91350457	\$ (157,204.60)	\$ (20,000.00)	14	\$ (437,204.60)



NEW HAVEN PUBLIC SCHOOLS

COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Shipman & Goodwin

Doing Business As, if applicable:

Business Address: One Constitution Plaza, Hartford, CT 06103

Business Phone: 860-251-5012

Business email: TMooney@goodwin.com

Principal or Supervisor: Thomas Lamb, Chief Operating Officer

Agreement Effective Dates: From 07/01/2022 To 06/30/2023

Total amount: \$80,000.00.

Funding Source & Acct # including location code:
2022-2023 Operating Budget - 19047700-56696

Description of Service: Please provide a one or two sentence description of the service. *Do not write, "See attached."*

Agreement with Shipman & Goodwin for labor relations litigation matters from July 1, 2022 to June 30, 2023, in an amount not to exceed \$80,000.00.

Submitted by: Thomas Lamb, Chief Operating Officer



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Thomas Lamb, Chief Operating Officer
Date: July 25, 2022
Re: Agreement with Shipman & Goodwin for Labor relations matters.

Please **answer all questions** and have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

Contractor Name: Shipman & Goodwin LLC

Contractor Address: 1160 Townsend Ave, New Haven, CT

Is the contractor a Minority or Women Owned Small Business? No.

Renewal or Award of Contract/Agreement? Renewal

Total Amount of Contract/Agreement and the Hourly or Service Rate: \$80,000.00

Contract or Agreement #: TBD

Funding Source & Account #: 2022-2023 Operating Budget 190-47700-56696

Key Questions:

- 1. What specific service will the contractor provide:** To provide legal services to the New Haven Board of Education on matters of statutory and regulatory interpretation and compliance, education law and contract compliance, investigations, negotiations and other legal matters.
- 2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:** RFQ 2021
- 3. If the vendor is not the lowest bidder or a State contract please answer the following:**
 - a. Please explain why the vendor was chosen?** Renewal
 - b. Who were the members of the selection committee?** Renewal
- 4. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?** No, increase.



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

5. **If this Contract/Agreement is a Renewal has cost increased? If yes, by how much? No increase.**
6. **If this Contractor is New has cost for service increased from previous years? If yes, by how much? N/A**
7. **Is this a service existing staff could provide? Why or why not? No, we don't have the legal staff to handle the caseload.**

**AGREEMENT
BY AND BETWEEN
THE NEW HAVEN BOARD OF EDUCATION
AND
SHIPMAN & GOODWIN, LLP
FOR
LEGAL SERVICES**

A22-1616

PART I

This Agreement, consisting of this Part I, Part II (Terms and Conditions), Exhibit A (Scope of Work), Exhibit B (Student Data Privacy), Exhibit C (Standard Billing Procedure), and Rider 300, attached hereto, effective July 1, 2022, by and between the Board of Education of the City of New Haven (hereinafter referred to as the "Board"), and Shipman & Goodwin, LLP with offices at One Constitution Plaza, Hartford, Connecticut 06103-1919 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Board has determined that it needs the services of a law firm to provide legal services to the Board on matters of labor relations, including negotiations, administrative proceedings, claims, litigation, and related legal services; and

WHEREAS, the Contractor submitted its qualifications; and

WHEREAS, the Board has selected the Contractor and the Contractor has agreed to perform the services for the terms and conditions set forth herein; and

WHEREAS, funds for this Agreement are available from Account 190-47700-56696 pursuant Purchase Order No. 91350457-000 FY 2023.

NOW, THEREFORE, the Board and the Contractor hereby agree as follows:

SECTION 1: ENGAGEMENT

101. The Board hereby engages the Contractor and the Contractor hereby agrees to perform the services set forth herein in accordance with the terms and conditions and for the consideration set forth herein.

102. The person in charge of administering the services described under this Agreement on behalf of the Board shall be *Thomas Lamb* or such other person as they shall designate in writing.

103. The person responsible for the services to be performed by the Contractor shall be *Thomas B. Mooney, Esquire*, or such other qualified person as is designated in writing by the Contractor and accepted by the Board.

104. The Contractor shall not subcontract any of the professional services to be performed by it under this Agreement.

105. Where the Contractor requires the use of a State Marshal to serve a party in New Haven County, the Contractor shall only utilize a marshal from the "Approved Marshal list" provided by the City.

SECTION 2: SCOPE OF SERVICES

201. The Contractor shall perform the services set forth under this Agreement in a satisfactory manner, as reasonably determined by the Board. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the Board; provided, however, the Contractor shall not be required to make revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services initially given to the Contractor.

202. In performing the services required under this Agreement, the Contractor shall consult with the Corporation Counsel, and shall meet, as appropriate, with other Board or City of New Haven employees or officials and with other persons or entities, as necessary, including State and Federal officials and/or neighborhood groups or organizations.

203. The services to be performed by the Contractor shall consist of providing general legal advice on a variety of matters, as noted in Exhibit A, attached hereto and incorporated herein by reference. The total value of the agreement, as set forth in Section 501 shall not exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00).

205. Where work encompassed under Section 2 will extend past the termination date of this Agreement, within 30 days of the expiration of the Agreement, the Contractor shall furnish to the Board a written projection of both future costs and time required in order to complete the work encompassed under Section 2. There shall be no monetary charge to the Board for the preparation of such written projection.

206. The Contractor shall comply with the provisions of the student data privacy agreement attached hereto as Exhibit B, in accordance with State law, and shall comply with all federal and State laws regarding the confidentiality of student records and student data.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The Board will provide the Contractor with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder, and

will endeavor to secure materials or information from other sources requested by the Contractor for the purpose of carrying out services under this Agreement.

SECTION 4: TIME OF PERFORMANCE

401. The Contractor shall perform the services set forth in Section 2 of this Agreement at such times and in such sequence as may be directed by the Board.

402. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the Board, unless otherwise terminated by the parties hereto, but in any event shall terminate on June 30, 2023.

SECTION 5: COMPENSATION

501. The Board shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement in an amount not to exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00), dispersed as follows:

1. Three Hundred Fifty Dollars and Zero Cents (\$350.00) per hour, for services provided by Thomas B. Mooney, Esquire, or another partner of the Contractor.
2. Two Hundred Ten Dollars and Zero Cents (\$210.00) per hour for paralegals.
3. The Board will reimburse the Contractor for the actual invoice cost of out-of-state telephone calls; extraordinary printing, graphics or reproduction costs; and, when requested by the Board, special delivery or courier costs. No other direct costs incurred by the Contractor in performing legal services under this Agreement will be reimbursed by the Board without the Board's express prior written approval.

502. Compensation provided under this Section 5 constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement including but not limited to salaries; on-line research such as Lexis, WestLaw, Case Base, etc.; consultant fees; costs of materials and supplies; printing and reproduction; meetings, consultations, and presentations; in-state travel expenses; postage; telephone; clerical expenses; and all similar expenses. No direct costs shall be reimbursed by the Board other than as provided in Section 501.

503. Payments to the Contractor under this Agreement by the Board are conditioned upon on approval of itemized Statements, with attached invoices, CERTIFIED by the Contractor and submitted not more often than once a month. Each Statement shall itemize each function performed, the time spent on each function, and the fee charged for each function, based upon the fee amounts set forth in Sections 501. The original of each such Statement shall be sent to the New Haven Board of

Education, or to such other person or entity as may be designated by the Board, within thirty (30) days of the conclusion of the billing month. Statements submitted more than thirty (30) days after the conclusion of the billing month shall not be honored for payment. In addition, the Board may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs in connection with work performed under this Agreement as it deems necessary. The Contractor shall comply with "billing Procedure for City of New Haven Contractors" attached hereto and incorporated herein by reference. Where "Billing Procedure" conflicts with Part 1, Part 1 shall control.

504. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the Board is that of an independent contractor.

SECTION 6: INSURANCE

601. The Contractor will carry malpractice or errors and omissions insurance with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00), to cover the work performed under this Agreement. The Contractor is responsible for the payment of all premiums. Upon the signing of this Agreement, the Contractor shall provide a certificate of insurance evidencing said insurance. Upon request, the Contractor will promptly provide the Board with a copy of the insurance policy. It is understood that the Contractor shall not change the terms and conditions of such insurance policy except upon the prior written approval of the Board, which approval shall not be unreasonably withheld.

602. The Contractor shall indemnify, defend and save harmless the City and its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the Contractor's negligence in the performance of services set forth under this Agreement.

603. Insurance requirements are set forth in the attached Rider 300. In the event of any conflict between Rider 300 and this Section 6, Rider 300 shall control.

SECTION 7: TERMS AND CONDITIONS

701. This Agreement is subject to and incorporates the provisions attached hereto as City of New Haven Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of said or Part II conflicts with any provision of this Part I of this Agreement, Part I shall be controlling.

702. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven.

703. The parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the Board.

704. The Board and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

705. This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.

706. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

707. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

708. The Board may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Board and the Contractor, shall be incorporated in written amendments executed by both parties to this Agreement.

709. References herein in the masculine gender shall also be construed to apply to the feminine gender.

710. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the Board or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

CONTRACTOR: Thomas B. Mooney, Esq.
Shipman & Goodwin, LLP
One Constitution Plaza
Hartford, Connecticut 06103-1919

BOARD: Thomas Lamb
Chief Operating Officer
54 Meadow Street
New Haven, Connecticut 06519

IN WITNESS WHEREOF, the parties have executed one (1) counterpart of this Agreement Number A22-1616 as of the day and year first above written.

CONTRACTOR

CITY

SHIPMAN & GOODWIN, LLP

**CITY OF NEW HAVEN
BOARD OF EDUCATION**

DocuSigned by:
Thomas B. Mooney
BY: _____
2B596BCA2C8C414
Thomas B. Mooney, Esq.
Partner
Duly Authorized

DocuSigned by:
Yesenia Rivera, President, BOE
BY: _____
2D9B2D8CD08C4A8
Yesenia Rivera
President

Dated: November 8, 2022 | 6:18 AM PST

Dated: November 8, 2022 | 8:50 PM EST

Approved for Form and Correctness:

DocuSigned by:
[Signature]

4025C470A051410...
Elias A. Alexiades
Deputy Corporation Counsel

Dated: November 8, 2022 | 10:04 AM EST

CITY OF NEW HAVEN
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES
PART II - TERMS AND CONDITIONS

1. Personnel. (a) The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

(b) All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

(c) No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Agreement. The foregoing sentence shall not be interpreted to interfere with the Contractor's compliance with the City's Ban the Box requirements.

2. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deductions or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, as now codified in 18 U.S.C. § 874 and 40 U.S.C. § 3145. The Contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.

3. Withholding of Salaries. If, in the performance of this Agreement, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the City shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salary actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

4. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the City, and the City's decision regarding such claims and disputes shall be final. Particularly with respect to this Section and Section 5 above, the City reserves the right to inspect Contractor's records with respect to this

Agreement and specifically, without limiting the generality of the foregoing, payroll and employee records with respect to the work performed pursuant to this Agreement.

5. Equal Employment Opportunity.

A. During the performance of this Agreement, the Contractor agrees as follows:

- i) To comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- ii) Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, national origin, or any other State or Federal protected class status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, physical handicap, or any other State or Federal protected class status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training, including apprenticeship;
- iii) To post, in conspicuous places available to employees and applicants for employment, notice is to be provided by the Contractor setting forth the provisions of this nondiscrimination clause;
- iv) To state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, national origin, or any other State or Federal protected class status;

B. And where this contract involves construction, or is a “public contract” as defined in section 12 ½ -19(o) of the City’s Code of General Ordinances, then the contractor additionally agrees:

- i) To send to each labor union or representative of workers with whom the Contractor has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's

representative of the Contractor's commitments under the equal opportunity clause of the City, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;

- ii) To utilize State of Connecticut Labor Department and City sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- iii) To take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Agreement;
- iv) To cooperate with City departments in implementing required Agreement obligations for increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- v) To furnish all information and reports required by the contract compliance director pursuant to sections 12 ½-19 through 12 ½-33 of the City's Code of General Ordinances and to permit access to the Contractor's books, records, and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the program;
- vi) To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one or more federal assistance programs, the Contractor or the City may ask the United States to enter into such litigation to protect the interest of the United States;
- vii) To file, along with its subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in this Agreement by the contract compliance director of the City. Compliance reports filed at such times as directed shall contain information as to the employment

practices, policies, programs and statistics of the Contractor and its subcontractors, if any;

- viii) To include the provisions of sub-paragraphs (1) through (9) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- ix) That a finding, as hereinafter provided, of a refusal by the Contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:
 - (a) Withholding of all future payments under the involved public contract to the Contractor in violation, until it is determined that the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
 - (b) Refusal of all future bids for any public contract with the City, or any of its departments or divisions, until such time as the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
 - (c) Cancellation of this Agreement;
 - (d) Recovery of specified monetary penalties;
 - (e) In case of substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors, or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy as herein outlined.

6. Discrimination Because of Certain Labor Matters Related to Construction Contracts. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because it has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

7. Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City, provided, however, that claims for money due or to become due the Contractor from the City under this Agreement

may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

8. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

9. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

11. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve-month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements, and canceled checks.

02 | NEW HAVEN BOARD OF EDUCATION LEGAL SERVICES PROPOSAL

Thomas B. Mooney
Partner
Phone: 860.251.5710
Fax: 860.251.5215
Email: tmooney@goodwin.com

June 23, 2021

VIA EMAIL AND OVERNIGHT DELIVERY

Mr. Thomas Lamb
Chief Operating Officer
New Haven Board of Education
54 Meadow Street
New Haven, CT 06519

Re: Legal Services Proposal to New Haven Public Schools

Dear Mr. Lamb:

Thank you for the invitation dated June 16, 2021, to present a proposal to provide legal services to the New Haven Board of Education. I am pleased to present this proposal to the New Haven Board of Education on behalf of Shipman & Goodwin LLP ("Shipman"). It has been our privilege to assist the Board of Education and the Administration with a number of legal issues since 2018, and we hope to have the opportunity to continue our work with the Board of Education and the Administration in the coming year.

Shipman is a general practice law firm with over 155 lawyers in eight offices (Hartford, New Haven, Stamford, Greenwich, Old Lyme, Lakeville, Washington, DC, and New York City). We are the preeminent law firm representing school districts in Connecticut, representing over 100 public school districts throughout the state, ranging from larger urban districts such as New Haven, Hartford and Norwalk to smaller districts like Windham and Norwich. We also serve as general counsel to the Connecticut Association of Schools/CIAC as well as to the Connecticut Association of Public School Superintendents. Attached is our current School Law Client List (Attachment A) for your review. Six years ago, we opened our office in the City of New Haven, and in addition to the New Haven Public Schools, we represent a number of school districts in New Haven County on school law matters, including Hamden, North Haven, East Haven, Branford, Madison, Wallingford and Meriden, among others. The combination of our specific experience with school law issues and the resources of a large firm make us uniquely qualified to provide legal assistance to the district.

In the following, we will describe the New Haven Board of Education team and our qualifications. We will then address capacity building and cost-effectiveness. In the third part of the proposal, we will describe our fee proposal and billing procedures. We have also included an Appendix that will more specifically describe our experience in various school law matters.

Finally, following the response, we have included Attachments A-G to provide supplementary information related to our client base, expanded lawyer biographies and information detailed within our proposal. We will be pleased to provide any other information that you may request, and we will be delighted to meet with you, Dr. Tracey and the Board of Education to describe our firm, our experience and our approach in working with school districts and the challenges that you confront.

A. The New Haven Board of Education Team

We propose that we maintain and augment our New Haven Board of Education team as follows. Natalia Sieira Millan and I will continue to serve as the primary contacts for the New Haven Public Schools on personnel issues and Board governance issues, Leander Dolphin and Julia Wilde will be the primary contacts for special education and student discipline matters, Dori Pagé Antonetti will be the primary contact for Board policy matters, and we will all be available to assist the New Haven Public Schools on general school law questions.

I founded and co-chair the School Law Practice Group at Shipman. I have spent over forty years speaking, writing and teaching about school law issues while representing school districts throughout the state on all areas of school law. In 1994, I first wrote and now I continually update my treatise, A Practical Guide to Connecticut School Law, which is now in its Ninth Edition (2018). I also write “*See You in Court!*,” a monthly legal advice column for the CABE Journal as well as “Legal Mailbag,” a question-and-answer column for school administrators that appears in the weekly Newsblast of the Connecticut Association of Schools. In addition, I teach school law courses at the University of Connecticut Law School and the Neag School of Education at the University of Connecticut as well as the School of Law and the School of Education at Quinnipiac University. My teaching, writing and broad experience over many years permits me to answer most school law questions promptly and efficiently, and I work with school districts throughout the state on all school law matters.

Leander Dolphin is another key member of our New Haven Board of Education team. An honors graduate of Wesleyan University and a graduate of the Howard University School of Law, Leander is a partner in the School Law Practice Group and now serves as a co-managing partner of Shipman. With over ten years of experience working with Connecticut school districts, Leander regularly counsels school districts on all school law issues, including special education matters, general education law matters, student discipline, civil rights complaints, employee discipline and discharge, student and personnel investigations, and state and federal litigation. Leander has conducted numerous professional development workshops for clients on topics such as special education, discrimination, bullying, employee supervision, sexual harassment, and confidentiality issues.

Leander has also served as an adjunct professor at Quinnipiac School of Law, co-teaching Education Law, and Leander is active in community affairs. In addition to her practice, Leander is a member of The Governor’s Prevention Partnership Board of Directors; has served both as Secretary and as a member the Board of Directors of the George W. Crawford Black Bar Association; and is on the Board of Trustees for The Ethel Walker School. In 2017, Leander was

honored at the “100 Women of Color Awards 2017” gala, which celebrated the contributions of women in business, education, entrepreneurship, entertainment, government and service. The awards were presented by June Archer & Eleven28 Entertainment in recognition of the impact the recipients have had on the lives of people in their communities. Leander has also served as Vice President, Human Resources and General Counsel at the Girl Scouts of Connecticut.

Natalia Sieira Millan has worked extensively with the New Haven Public Schools for the last three years in a variety of matters. A graduate of Boston University and Quinnipiac Law School, Natalia is active in all areas of school law, including freedom of information hearings, policy development, student disciplinary matters, employee disciplinary matters, and all other legal proceedings involving boards of education. Natalia also represents boards of education in labor relations matters, including collective bargaining with both certified and non-certified bargaining units, including the paraprofessionals in New Haven. In addition, Natalia teaches school law courses at the University of Connecticut Neag School of Education, as well as both the School of Education and the School of Law at Quinnipiac University.

Prior to joining the firm, Natalia was the Assistant Agency Legal Director with the Connecticut Department of Children and Families and an associate at a regional law firm. While in law school, Natalia served as a law clerk in the State of Connecticut Superior Court, Stamford-Norwalk Judicial District, Civil Division. Natalia is also active in the community, serving on the Junior Board of Directors of the Family and Children’s Agency, as a volunteer translator for the Starfish Connection, as well as a Pro Bono Attorney for the Jackie Robinson Park of Fame, Inc. and the Connecticut Association of Community Health Workers. A native of Spain, Natalia is fluent in Spanish and Galician.

Julia V. Wilde advises public school districts on a variety of general education, special education and labor and employment issues, including disciplinary matters, Section 504, Title IX and district policy development and review. She regularly presents workshops on various topics in special education and school law and provides professional development training for school and district personnel. In addition, Julia teaches school law through the UCAPP program at the University of Connecticut’s Neag School of Education.

Prior to joining Shipman, Julia served as Assistant Corporation Counsel for the City of Hartford, where she advised the City on a variety of legal matters. In that role, she served as general counsel to the Board of Education, working closely with the Board and the Superintendent on all aspects of school law, with an emphasis on special education and labor and employment. In addition, Julia has worked for several law firms in Massachusetts as both a special education lawyer and a litigator.

Julia earned her B.A., cum laude, from Dartmouth College and her M.P.P. from the University of California, Berkeley where her work focused on education policy. Julia received her law degree from Boston College. Following law school, she served as a law clerk to the Justices of the Juvenile Court Department for the Massachusetts Trial Court.

Dori Pagé Antonetti is the fifth member of the New Haven team we propose. Dori joined Shipman two years ago, and Dori is a *summa cum laude* graduate of both Georgetown University and the Columbus School of Law of Catholic University of America. Prior to joining Shipman, Dori worked as a Hearing Review Officer for the New York City Office of Labor Relations. Dori also clerked for Magistrate Judge John M. Facciola in the United States District Court for the District of Columbia. Before law school, Dori joined Teach for America and worked as a bilingual kindergarten teacher in Spanish Harlem. At Shipman, Dori works on all school law matters, and spends much of her time representing school districts in personnel matters, special education, and policy drafting and review.

We attach a more detailed description of the qualifications of the New Haven Board of Education team (Attachment B). We understand that the New Haven Public Schools have legal needs in many areas. Accordingly, we will draw on the expertise of our colleagues in any area of law in which the Board of Education may request our assistance, such as intellectual property, environmental law, or business contracts. Given the resources of a large firm, we can provide assistance for any legal problem promptly and efficiently.

B. Capacity Building

For the last forty years, we have emphasized education and prevention in addressing the legal needs of our school district clients. Given the scope of our practice and our personal commitment to serving school districts and boards of education, we have amassed extensive experience in school law. Consequently, we are able to answer questions (and even help our clients frame the right questions) efficiently, usually without the need for research and often on the same day. As described above, many of us write about and teach school law in addition to our work as lawyers. In working with our school district clients, we emphasize awareness and preventive action to avoid legal problems, and our entire team focuses on counseling and education of our clients on their legal obligations and options.

Some years ago, we established www.ctschoollaw.com (Attachment C), a school law blog dedicated to providing school law resources and descriptions of recent developments for our clients. As you will see in reviewing our blog, we have been in the forefront of advising school districts, CAPSS and the State Department of Education on the myriad legal issues districts have confronted during the COVID-19 health emergency.

In addition, we present complimentary semi-annual seminars for our school district clients on current topics of general interest. During the pandemic, we have continued to inform our clients virtually through an on-demand video series, "School Law Coffee Talk," which provides answers from our lawyers on frequently asked questions related to recent and ongoing legal developments affecting the education community. Available webcasts include, "COVID-19 Update: Emerging Issues in Special Education" and, "Walking the Legal Tightrope: Promoting Diversity While Avoiding Discrimination." Additionally, Shipman's School Law and Employment lawyers held a successful Virtual Spring Seminar throughout May, providing a series of CLE on-demand webinars featuring timely topics and updates on recent court decisions affecting public

sector employers. Natalia Sieira Millan and I participated in the Virtual Spring Seminar last month with a presentation on First Amendment rights and social media.

Shipman lawyers also frequently release “School Law Alerts” and write articles on breaking and important school law developments (Attachment D). Similarly, we track bills in the General Assembly that affect our school district clients and we provide our clients with a legislative update each year on relevant statutory changes (Attachment E). We are routinely called upon to provide training sessions for CABE, CASBO, CAS and CAPSS, on topics ranging from board of education operation to teacher evaluation to bullying. We are knowledgeable in all aspects of school law, and the Shipman team is readily available to address any school law questions that the New Haven Public Schools may confront promptly.

We will address the unique needs of the New Haven Public Schools by working with the Board and the Superintendent to continue to develop internal understanding and capacity to deal with legal issues in a constructive and pro-active manner. Options for the Board of Education, Dr. Tracey and you to consider include the following:

- Presentation of a School Law Institute, a program available to district administrators to provide training and updates on legal issues confronting the New Haven Public Schools. We will be pleased to provide this Institute (six meetings of two hours) to the New Haven Public Schools at no cost.
- One annual, two-hour professional development presentation for the Board of Education on a topic of its choice.
- Should the Board ask Shipman to provide assistance on special education matters, we will also provide ten hours of special education training for special education staff selected by the school district to help staff members understand their obligations and avoid mistakes.

In addition, given our current work as counsel to the New Haven Public Schools, and as part of this proposal, we have made our Model Policies available to the New Haven Board of Education at no cost. I attach the Index of Model Policies for your information (Attachment F). Given the enormous amount of work necessary to draft and maintain these policies up to date, we charge our clients \$3,500 to subscribe to the Model Policy Service and an annual fee for updates of \$1,000. As part of this proposal, we will waive those fees.

As outlined below, we propose to provide these services at no cost to the Board of Education as part of a partnership to build the internal capacity of the New Haven Public Schools, should we continue to serve as outside legal counsel to the New Haven Board of Education.

C. Fee Proposal

As you know, we bill our clients monthly for the services provided through completion of the previous month. All our service providers keep track of their time on a daily basis. Computer-generated reports are available upon request. We provide public sector clients with a significant discount from our standard hourly rates, and given the size and challenges confronting the New Haven Public Schools, we propose to maintain the further reduction in our charges that we are currently providing.

Shipman's regular public sector rates for 2021 for lawyers in our School Law Practice Group range from \$255 to \$450 per hour. We set our rates based on the relative experience of the individuals so that our clients' costs reflect those varying degrees of experience. We then strive to ensure that legal work is completed by the appropriate member of the team, to ensure efficiency, and keep costs down.

We certainly understand that cost is a factor in your decision-making process, and in light of the challenges that New Haven faces, and this year we propose a blended rate of **\$350 per hour** for lawyers and a separate blended rate of **\$210 per hour** for paralegals. As the Board knows, I have been available whenever the Board has called upon me, and the blended rate we propose is \$100 below the rate of \$450 per hour that we charge all of our other school districts for my time. Please note that the effective rate we will charge through this proposal is further reduced by the extensive training and consultation services we propose to provide at no charge, as described above.

We do not bill for clerical services, telephone charges or mileage. We do not charge for routine copying; copying charges apply only to the preparation of exhibits and related documents for negotiations, as well as administrative hearings or litigation, such as teacher termination proceedings or arbitration. As to other disbursements, we bill only the actual charges of third parties, such as for transcripts or service of process fees.

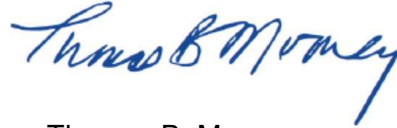
D. Closing Comments

In closing, we note that our clients include not only all of the wealthiest (DRG A) towns, but also eight of the ten towns in Connecticut with the lowest measured wealth. Legal costs do not depend on hourly rates alone, but rather a combination of hourly rates, how much time it takes to answer questions, and whether we can find an elegant or creative solution to the problem at hand. Our broad experience and the economies of scale permit us to keep legal charges to a minimum. We will continue to work closely with you, Dr. Tracey and the Board of Education, as we do with all of our clients, to provide cost-effective responses to your needs and practical solutions to your problems.

We thank you for inviting Shipman to submit this proposal, and we hope that this information is helpful to you, the New Haven Board of Education and Dr. Tracey. We understand that the selection of legal counsel involves intangibles of personality and philosophy, and we would be pleased to talk further with you, Dr. Tracey and the Board of Education about

this proposal if that would be helpful. We hope to be able to continue to assist the New Haven Public Schools, and we would be delighted to expand that work to include special education matters as the Board of Education may find helpful. Thank you for your consideration.

Very truly yours,



Thomas B. Mooney

Cc: Dr. Iline Tracey, Superintendent of Schools

Appendix

EXPERIENCE IN VARIOUS SCHOOL LAW MATTERS

Thank you for sharing in your letter dated June 16, 2021 the description of the district's legal needs on a broad range of legal issues. Attachment G is an illustrative list of different legal matters on which we have provided legal assistance to the New Haven Public Schools over the last year. For the coming year, we stand ready to provide legal assistance promptly and efficiently as you, Dr. Tracey, other Cabinet members and the Board of Education may request. More generally, we are pleased to provide this description of our experience and qualifications as relate to the various legal issues that the New Haven Board of Education confronts:

a. Contract Negotiations

We work closely with school districts throughout Connecticut in labor negotiations for both certified and non-certified personnel, either directly at the bargaining table, or as a consultant, depending on the client's needs. Given our school law practice, we are fully familiar with the labor issues that can arise relative to special education or other educational law matters. Both Natalia Sieira Millan and I have served as chief spokesperson in negotiations with various Board bargaining units. More generally, Natalia and I are all available to serve the New Haven Public Schools in collective bargaining and related matters as you may find helpful.

The scope of our school board practice permits us to represent our clients in negotiations effectively and efficiently. We maintain extensive files that include all current teacher and administrator contracts, as well as many other boards of education and municipal contracts. Our two labor relations paralegals compile and analyze this and other information for negotiations, including information concerning a school district's ability to pay and comparison exhibits of salaries and/or wages in surrounding towns, or within the same district reference group (DRG). We use this information to prepare comparison exhibits for negotiations, mediation and binding arbitration. In addition, we receive time-sensitive information regarding labor negotiations trends and settlements well before they are released to the public, enabling our clients to make informed decisions at the bargaining table.

b. Labor and Employment Law

We are active in all areas of labor law. Our first priority is to assist clients in meeting their legal obligations without creating legal problems, and therefore we encourage our clients to consult with us on their plans in advance. As described above, we provide seminars and regular legal updates to our clients in general, and we are working to build capacity for the New Haven Public Schools in specific. Through these efforts, we hope to continue to assist the New Haven Public Schools in avoiding and resolving legal challenges related to employment promptly and effectively.

Despite our preventive counseling approach, some disputes are unavoidable, and we regularly represent boards of education in tenure hearings, and in grievance hearings before the American Arbitration Association and the State Board of Mediation and Arbitration. Our employment litigation lawyers also provide assistance when litigation is brought or threatened. We represent our board of education clients before state and federal administrative agencies

and/or state and federal courts in employment disputes, as well as alternative dispute resolution venues. We work directly as advocates and representatives before agencies, as well as providing behind the scenes advice and guidance. Given the costs of litigation, it is important to be proactive in solving potential litigation matters before claims are made. Accordingly, we also provide regular training for supervisors in employment litigation avoidance, including sexual harassment training.

c. School Law

Given the scope of our practice and our personal commitment to serving school districts, we have significant expertise in school law, an area of law that has evolved over the last forty-plus years. The body of law that regulates the affairs of school districts developed rapidly from 1969 (when the United States Supreme Court decided the *Tinker* case on student constitutional rights) to 1975 (when the IDEA was first enacted as Public Law 94-142). When I graduated from law school the very next year, “school law” as we know it did not exist. As it has evolved into a separate discipline since then, we have been active in learning, writing and teaching about it. Over these years, our school law practice has grown significantly, from eight school districts to over one hundred at present, and our lawyers are committed to this area of law.

As mentioned above, we regularly write and teach law students and graduate students about school law matters. In addition, we regularly make presentations to school boards and school administrators on school law issues. Our academic endeavors (as well as our daily experience advising school districts) benefit of our clients because we thereby keep current on developments in school law, and we are therefore able to answer questions promptly, often without the need for any research.

d. Special Education and Section 504

We have a very active special education law practice, and we have represented school districts in hundreds of hearings over the last forty years. Some school districts retain us solely for our expertise in special education matters, including Fairfield. Other districts first came to us for special education help and have since looked to us for legal assistance more generally, including Manchester and Windsor. We have model vendor contracts that we share with clients. In addition, we regularly provide training to regular education classroom teachers and administrators, to assist them with practical suggestions for understanding and incorporating the increasingly complex legal requirements in special education into their day-to-day contact with students and parents. Given that IDEA and Section 504 emphasize procedural compliance, such training is especially important.

Generally, it is our practice when representing districts involved in special education due process hearings first to attempt to explore settlement as a means of resolving disputes. In the highly emotional area of special education, we work closely with superintendents and special services directors to resolve the vast majority of these cases, generally at a very early stage, thereby preserving the parent/school relationship and containing costs. However, we recognize that certain matters will ultimately be tried, and we have extensive experience in trying such cases before special education hearing officers appointed by the state and any related court appeals. Indeed, we handled a precedent-setting special education case for the Stamford Public Schools in which the district was awarded attorneys’ fees, and last year we represented the West Hartford Public Schools in a case before the Second Circuit Court of Appeals, in which the court confirmed our position that the 2017 decision by United States Supreme Court case in

Andrew F. v. Douglas County School District did not change the standard in the Second Circuit for “free appropriate public education” under the IDEA.

e. Student Discipline

Student discipline is an unfortunate but important aspect of the legal affairs of school districts, and we are regularly involved in such matters. We stand ready to assist the New Haven Public Schools in this area, having been involved in hundreds of such hearings, either as administration or Board counsel. On rare occasion, such issues are also litigated, and we have successfully represented school districts in related litigation.

Important aspects of student discipline are prevention and guidance. When the bullying statute was first passed in 2002, I wrote a policy and detailed regulations for CAPSS, and school districts throughout the state have adopted that policy and the related regulations. We keep the bullying policy as well as our general policy on student discipline up to date through annual revisions to reflect the latest statutory and case law developments. We are also involved in such matters as they are considered by the legislature. For example, in 2017 on behalf of the Connecticut Association of Public School Superintendents, we provided extensive feedback to the State Department of Education on its then-draft guidelines for alternative educational opportunities, and last year and this year, through CAPSS we have provided guidance on the classroom safety bill currently under consideration by the General Assembly.

f. Business and Technology Law

We recognize that a large modern school district is a complex organization with legal needs that fall outside of the ambit of “school law.” Our colleagues regularly provide assistance to our school district clients in the areas of their experience. For example, we have been on the forefront in advising school districts on the obligations of the new student data privacy law. Similarly, with the evolution of technology, issues of intellectual property arise in the school setting with increasing frequency, and our colleague Cathy Intravia regularly advises clients on such issues and related contracts that vendors present. Moreover, right now we are working with a number of school district clients on emerging technologies, such as artificial intelligence and software that monitors bullying and harassment communications, which technologies present unique opportunities and unique challenges to school districts.

More generally, we regularly review and revise Board policies on procurement, and our colleagues frequently assist our clients with bidding and contracts for transportation, food services and school construction. Our colleagues regularly speak to CASBO on the range of business issues that school districts confront, including construction contracts and employee benefit plans, including pension plans, Section 125 plans, and Section 457 plans. We even have an Energy practice group, and we provide legal assistance to consortia and individual school districts and municipalities in bidding for and developing contracts to obtain electricity at the lowest possible rates.

g. Policy Updates

We understand that the New Haven Public Schools works with CUBE to update Board Policies and Bylaws. In light of our extensive knowledge of school law, we will be able to supplement that work as may be helpful. As mentioned above, we have developed a number of core model policies, and we have made those model policies available to the Board at no cost

as part of our representation of the New Haven Public Schools. We update these model policies at least annually to assure that they are current as the laws change and new judicial decisions are issued. The hours we spend to keep our core policies up to date permits us to respond promptly to policy questions from our clients as they may arise.

h. Real Estate and Related Matters

Our real estate and land use lawyers are experienced in all aspects of school-related real estate matters, environmental, energy, land use permitting and if needed litigation. In addition to our extensive statewide land use experience, our lawyers are experienced in such matters in New Haven and specifically with matters involving the New Haven Board of Education. We have a deep understanding of New Haven's special act zoning powers, statutory powers and planning and zoning process, boards and commissions. In addition, we have excellent working relationships with the City Planning and Zoning professional staff and virtually all of the design and engineering professionals who regularly work in New Haven. With regard to real estate, we have experience with school-related real estate leases, easements, and purchase and sale agreements, as well as adverse possession and eminent domain. We highly value our working relationship with the New Haven Board of Education and have worked closely and successfully on several diverse matters, including zoning approvals, eminent domain litigation, federal claims, and on-site renewable energy generation.

i. Coronavirus (COVID-19) Resource Center and Pandemic Response

The safety and well-being of our clients and their families during and after the COVID-19 Coronavirus outbreak are at the forefront of our work. At Shipman, we work daily to ensure that we continue to provide the highest quality legal services while protecting the health and safety of clients and employees. Our lawyers and legal professionals have done extensive work monitoring the guidance of international, national, state and local authorities. Through the duration of the pandemic, we consistently provided our clients with timely advice and counsel, as reflected in numerous posts on our School Law blog and in the webinars we produced on these issues for the Connecticut Association of Schools, the Connecticut Association of Public School Superintendents, and the Connecticut Association of School Personnel Administrators.

Promptly after the pandemic began, the firm set up a Coronavirus Resource Center online at: <https://shipmangoodwin.com/Coronavirus-COVID-19-Guidance> to provide a resource for our clients as they have dealt with the challenges posed by the COVID-19 health emergency. Throughout the pandemic, we provided clients advisories and updates on developments as they occurred. As we now emerge from this dreadful public health emergency, we keep in close contact with our school district clients to give them updates related to workplace rules, continued educational opportunities, federal and state guidance, and the proper expenditure of state and federal funds provided as a result of the pandemic.

j. Other Matters

Neither we nor the New Haven Public Schools can anticipate what legal issues you will confront in the coming year. However, we can assure you that we will be ready. As our School Law Practice Group is part of a larger law firm, we can offer expertise and resources in almost every area of law. We are, of course, fully conversant with Freedom of Information Act requirements, and we all regularly advise clients on FOIA compliance. For example, the

Freedom of Information Commission has invited me and my colleagues to speak at its annual Conference for each of the last fifteen years.

In addition, the resources of a large law firm offer our clients significant advantages. We have the resources to track legislation in each session, and from time to time, we are called upon to draft legislation. We keep clients advised through periodic newsletters on legal issues relevant to public schools. Our separate practice groups provide clients with expertise in all areas of legal practice, where such special expertise is needed. For example, we have an extensive health care practice, and we regularly provide guidance to our clients on health care reform and related legislation. Similarly, our colleagues experienced in environmental law have assisted school districts in various pressing issues ranging from indoor air quality to underground storage tank removal. In short, we stand ready to assist the New Haven Board of Education in any and all areas of the law.

EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.

6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.

8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

EXHIBIT C
STANDARD BILLING PROCEDURE FOR CITY OF NEW HAVEN
CONTRACTORS

Staffing:

Each case should be staffed with no more than three individuals: the lead attorney, an associate and a paralegal. Each invoice must contain a timekeeper summary setting forth the total time billed by each timekeeper and their hourly rate. Counsel should delegate work to subordinates wherever possible to achieve efficiency and cost-effectiveness. Activities which are considered clerical or overhead will not be paid. Staffing for trial, as well as deviations from the above standards, must be discussed with and pre-approved by the City with such approval noted on the invoice.

Duplication of effort within the firm must be avoided.

Multi-teaming: All depositions, court appearances, meetings, etc. should be attended by only one member of the defense team. Attendance by more than one member of the defense team must be discussed with and pre-approved by the City with such approval noted on the invoice.

Adequacy of Descriptions:

Descriptions of services provided must be adequately described so that a third-party is able to understand the nature and purpose of the activities performed. Descriptions of services must separately identify the nature of each activity performed, the purpose and the actual time taken to perform such task. Third-party communications should include the name of the persons involved and the general subject matter of the communications.

All time charges should be based upon actual time taken to perform a task and should be billed in .1-hour increments.

Grouping multiple activities under a single time charge greater than one-tenth of an hour ("block billing") must be avoided.

Activities Requiring Consultation with the City, and pre-approval noted on the invoice:

Consultation with the City of New Haven is required before the following activities are undertaken. Invoices should document who was consulted and that approval was obtained for:

- Legal Research exceeding two hours, or
- Motions and briefs exceeding three hours, or
- More than one attendee at trial, hearing, court appearance, arbitration, mediation, deposition, third party conference call, or any similar event
- Rate increases, must have written approval from the City of New Haven attached to your invoice
- Expenses over \$1,000.00

Legal Counsel Business Overhead – Non-billable Fees:

Revised: January 2019

Clerical and/or Administrative Activities:

- Responding to audit results
- Preparing, reviewing and/or following up on firm or vendor invoice
- Reviewing or analyzing conflict
- Attending seminars or continuing education
- Employee courier services, law clerk “runners,” or other personnel (such as managing clerk’s/docketing clerks) who perform functions such as delivering documents, checking court dockets, and filing papers
- Routine scheduling communications confirming depositions, appointments, mediation, etc.
- Search of a file to look for particular documents, reports, etc.
- Non-attorney/non-paralegal staff (e.g., library staff, file clerks, managing clerk’s/docketing clerks, law clerks, summer associates)
- Secretarial work
- Staff overtime
- Word processing
- Arranging travel/accommodations
- Opening or closing files
- Routine organization of files
- Document stamping (e.g., bates stamping)
- Managing/docketing clerk appropriate activities
- Collating
- Binding
- Copying
- Faxing
- Reviewing advance sheets or other publications to stay abreast of the law
- Routine or elementary research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., procedural issues, ethics issues, etc.)
- Time attributable to firm managing factors such as training time, and duplication of other staffing inefficiencies attributable to the departure/unavailability of firm personnel
- Time and/or expenses incurred due to change or departure of law firm resources

Non-billable Fee Activities:

- Digesting (page/line summaries) of depositions other than when trial is imminent (digesting depositions is a paralegal function). A brief post-deposition summary may be prepared by the deposing attorney for the City of New Haven.
- Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g. procedural issues).
- Legal research exceeding two hours (per topic), unless approved in advance with the approval noted on the invoice.

- Preparation of motions which exceed three total hours, unless approved in advance with the approval noted on the invoice.
- More than one-tenth (.1) of an hour for reviewing and preparing pre-printed or computer-generated forms, documents, pleadings, notices, subpoenas, etc.
- Individual charges for the same or similar documents sent to multiple parties (e.g. deposition notices)
- Ordering records except that drafting subpoenas is billable.
- Trial preparation when trial is not imminent (90 days before trial is considered imminent)
- Intra-law firm communications (oral or written, including memos to file) that are informational, supervisory, educational, or administrative nature are not billable. If the communication is billable, only the time of the most senior person/drafter is billable. Intra-firm communications with or between paralegal or non-billable firm personnel are not billable.
- Improper staffing assignments, such as task performed by staff at inappropriately high billing rates and levels of experience, including paralegal work performed by attorneys, and junior attorney work performed by senior attorneys
- Previously researched issues except for that portion of the research that updates the work product
- Learning time of a new team member to get up to speed
- Deposition transcript reviews unless purpose for the review is indicated on the invoice
- *Out-of-State* travel time must be itemized separately, including time spent, destination, mileage and purpose of the trip. Travel time is billable at 50% of the approved hourly rate and will be reimbursed for out-of state travel.

Non-billable Disbursements:

- Case management, litigation, computerized support and/or document control systems
- Computerized legal research hardware or software costs
- On-line fees for Westlaw, Lexis or similar computerized charges unless pre-approved in advance
- Overtime and associated expenses – meals, transportation or other charges
- Office supplies
- In-state phone charges, only actual line charges for *out-of-state* long distance will be reimbursed
- Facsimiles, except for actual line charges for outgoing *out-of-state* facsimile charges (flat fees disallowed)
- Postage
- Outside overnight/express/messenger delivery services unless required for a reason not caused by the firm (e.g., the firm's delay in preparing or filing papers is not justification). Justification must appear on the invoice
- Documentation must be provided for expenses over \$50.00.
- Expenses over \$1,000.00 must be pre-approved in advance
- Rent
- Utilities
- Books

- Conference rooms unless pre-approved by the City after consultation
- Publications/periodicals
- Equipment rental unless pre-approved by the City after consultation.
- Seminars, or continuing legal education
- Refreshments during meetings
- Inadequately described or miscellaneous expenses
- Cell phone charges (unless due to an emergency that is described in the invoice)
- Photocopies, *unless extraordinary or approved by the City. If billable, not to exceed \$.10/page (outside vendors included)*

Travel Expenses are reimbursed only in connection with out-of-state travel and if:

- Each expense is separately identified with an amount and date incurred
- Mileage does not exceed the current IRS rate
- Hotel accommodations are moderately priced
- Meal charges are reasonable and a per diem of \$75.00/day applies. (Meals will be reimbursed only in connection with out-of-state travel)
- Taxis or shuttles are used rather than rental cars wherever cost-effective
- Rental cars are intermediate class only, insurance coverage is not charged to the City of New Haven; Airfare is coach (unless flying through three-time zones, then business class is allowed) and, whenever possible, is reserved sufficiently in advance and with an appropriate carrier, so as to secure the lowest rate under reasonable circumstances

300	City of New Haven Risk Template <small>(rev. 04/2022)</small>
Professional Services Onsite Umbrella	
Standard Professional Liability contracts	
Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverage and shall name the City of New Haven as an Additional Insured (1) on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation (1). Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.	

		Minimum Limits (dollar amount indicates required minimum)	Additional Insured (Y indicates required)	Waiver of Subrogation (Y indicates required)
General Liability				
	Each Occurrence	\$1,000,000	Y	Y
	Combined Aggregate	\$2,000,000	Y	Y
	Products/Completed Operations Aggregate	\$2,000,000	Y	Y
	Abuse & Molestation	---	---	---
Auto Liability (includes all owned, hired & non-owned autos)	Combined Single Limit Each accident including endorsements	\$1,000,000	Y	Y
Excess/Umbrella Liability				
	Each Occurrence	\$1,000,000	Y	Y
	Combined Aggregate	\$1,000,000	Y	Y
Workers' Compensation & Employers' Liability (EL)	Statutory Limits			
	EL EACH	\$500,000	---	Y
	EL DISEASE	\$500,000	---	Y
	EL POLICY	\$500,000	---	Y
Professional Liability		\$1,000,000	---	---
Pollution Liability		---	---	---
Cyber Liability		---	---	---
Medical Malpractice		---	---	---
Garage Keepers Liability		---	---	---
Drone Liability		---	---	---

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of New Haven via CTRAXX prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the policies be cancelled, limits reduced, or coverage altered, 30 days written notice must be given to the City.

Notes

- (1) Additional Insured & Waiver of Subrogation boxes must be checked off on the COI.
- (2) If contractor/vendor will be working with children or serving youth under the age of 21, Abuse and Molestation coverage must be included.
- (3) City of New Haven is the Certificate holder and the additional insured.

City of New Haven
200 Orange Street Rm 301
New Haven, CT 06510