



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Michael J. Pinto, COO  
**Date:** July 6, 2020  
**Re:** F&O Agenda Item Request/Approval  
Legal Agreement with Berchem Moses PC (Special Education Legal Services)

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**Executive Summary/ Statement:** (Please provide 1-2 sentences describing the Service – do not leave blank): Approval is requested for the renewal of an Agreement with Berchem Moses PC, 75 Broad St, Milford, CT to provide legal services to the Board of Education in such areas as general advice, leases/contracts, pupil personnel, expulsions, special education from July 1, 2020 to June 30, 2021.

**Amount of Agreement and the Daily, Hourly or per Session Cost:**

An amount not to exceed \$80,000

**Funding Source & Account #:** 2020-2021 Operating Budget, Acct. #190-47700-56696.

**Key Questions:** (Please 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):

1. Please describe how this service is strategically aligned to the District Continuous Improvement Plan?  
Outside legal services represent a critical support for the Board of Education on matters of statutory and regulatory interpretation and compliance. In particular Special Education compliance, and negotiations are areas of specialized educational law practice where Berchem Moses has provided invaluable guidance to NHPS and the BOE.
2. What specific need will this contractor address?  
To provide legal services on an as-needed basis regarding educational law in particular focusing in the area of Special Education.
3. 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:  
The contractor selection process was completed via a RFP in 2018. Berchem Moses PC was renewed for an additional annual contract for 2019-2020 with the Board of Education. This is a submission request for approval of the renewal for 2020-2021.
4. If this is a continuation service, when was the last time the alternatives were sought?  
The contractor selected is a restructuring of contracts for service provided after review of the response for a service renewal solicitation for the 2020-2021 Fiscal Year. The negotiated legal fees are at market rate for the legal services provided. Senior Partners with decades long experience in student matters, Special Education, and general legal matters are assigned by the

Board of Education under this contract. These attorneys and their firm are locally and regionally recognized experts in their respective fields. The firm has provided competent and efficient representation to the BOE over a number of years of partnership.

5. What specific skill set does this contractor bring to the project?  
The firm has specialized in Educational Law, particularly in the area of Special Education, as well as their experience working with the Board of Education, in such matters. Their knowledge in regard to Special Education, is a critical focus under this agreement.
6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume): N/A
7. Is this a new or continuation service?  
The contractor is a continuation of services from the previous current 2019-2020 agreement.
8. If this is a continuation service has cost increased?
  - a) If yes, by how much?  
There is no change in the overall contract agreements for this firm from the current year agreements, for Special Educations legal services.
  - b) What would an alternative contractor cost?  
N/A
  - c) Is this a service existing staff could provide? Why or why not?  
Special Education is a specialized practice. In addition, Berchems experience in Special Educational matters provide valuable continuity for Student Services. The Board of Education has only one staff attorney.
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?  
Evidence of effectiveness is measured both in the results of contested cases and in the review of billing on a per case basis. The rates charged under this contract are very competitive and the service provided is exemplary.
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)  
N/A
11. If the service is a professional development program, can the training be provided internally, by district staff? N/A
  - a) If not, why not? N/A
  - b) How will the output of this Agreement contribute to building internal capabilities? N/A
12. Why do you believe this Agreement is fiscally sound?  
This is a fiscally sound contract based on the need for the services, the competitive rates and the

results. This is a local New Haven area firm with a solid reputation and a deep knowledge of the BOE processes and staff.

13. What are the implications of not approving this Agreement?

Not approving this contract would disrupt the continuity of the Special Education Department.

Last year's agreement is attached. New Agreement will be drafted by corporation counsel upon approval.



NEW HAVEN PUBLIC SCHOOLS

## 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.

Atty. Michelle Laubin  
Berchem Moses & Devlin, PC  
75 Broad Street  
Milford, CT 06460  
Via email: [mlaubin@berchemmoses.com](mailto:mlaubin@berchemmoses.com)

Dear Atty. Laubin:

Berchem Moses & Devlin has served as a legal services provider for many years. In 2018 you responded to a Request for Proposals for legal services for the New Haven Board of Education. Your firm was selected to provide legal services based on your past experience with the Board of Education, your reputation in the legal community, and qualifications and capacity to effectively and efficiently handle the volume of work available.

I am writing to confirm our interest in renewing your contract with the Board of Education to serve as outside counsel for the New Haven Public Schools.

If you are interested in renewing your contract with us, kindly submit your proposal, including specific areas of legal services to be rendered, profiles of the attorneys to be assigned to New Haven Board of Education matters, and rates for all personnel who would be working on assigned matters. Please also include a Certificate of Insurance and a completed copy of the attached Disclosure Affidavit.

Should you have any questions or concerns, please feel free to contact me at any time to discuss in more detail.

You may submit your proposal letter via email to me at [michael.pinto@nhboe.net](mailto:michael.pinto@nhboe.net). Please copy Cynthia Sanchez at [Cynthia.Sanchez@new-haven.k12.ct.us](mailto:Cynthia.Sanchez@new-haven.k12.ct.us) on all correspondence. Please submit your letter of proposal and supporting documentation no later than 5:00 PM on Friday March 29, 2020.

Thank you for your consideration of this opportunity. We look forward to your confirmation.

Very truly yours,



Michael J. Pinto, Esq.

Enclosure



**RESPONSE TO REQUEST FOR PROPOSAL  
Representation of New Haven Public Schools  
Legal Services**

**Michael J. Pinto, Esq.  
Chief Operating Officer  
New Haven Public Schools  
54 Meadow Street  
New Haven, CT 06519**

**Submitted by:  
Floyd J. Dugas  
Michelle C. Laubin  
BERCHEM MOSES PC  
75 Broad Street  
Milford, CT 06460  
Tel 203-783-1200  
[fdugas@berchemmoses.com](mailto:fdugas@berchemmoses.com)  
[mlaubin@berchemmoses.com](mailto:mlaubin@berchemmoses.com)**

**Due Date: May 29, 2020  
Submission Date: May 28, 2020**

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Appendix A: Additional Resumes

Forms and Insurance Certification





**BERCHEM MOSES.COM**

75 Broad Street  
Milford, CT 06460  
T: 203.783.1200  
F: 203.878-2235

1221 Post Road East  
Westport, CT 06880  
T: 203.227.9545  
F: 203.226.1641

Robert L. Berchem  
Marsha Belman Moses  
Stephen W. Studer ▶  
Richard J. Buturla  
Floyd J. Dugas  
Ira W. Bloom  
Jonathan D. Berchem ●  
Michelle C. Laubin ◆  
Gregory S. Kimmel  
Christopher M. Hodgson  
Mario F. Coppola

Meredith G. Diette  
Ryan P. Driscoll ◆  
Bryan L. LeClerc ◆  
Brian A. Lema  
Douglas E. LoMonte  
Brian W. Smith  
Christine A. Sullivan

Paula N. Anthony ◆  
Alfred P. Bruno  
Jacob P. Bryniczka  
Eileen Lavigne Flug  
Peter V. Gelderman ◇  
Warren L. Holcomb  
Eugene M. Kimmel

Nicholas R. Bamonte  
Richard C. Buturla  
Carolyn Mazanec Dugas  
Matthew D. Glennon  
Rebecca E. Goldberg  
John Y. Khalil  
Kyle G. Roseman  
Justin Stanko  
Matthew L. Studer  
Tyler I. Williams

◇ - Also Admitted in IL  
▶ - Also Admitted in MA  
• - Also Admitted in NJ  
◆ - Also Admitted in NY  
● - Also Admitted in PA

**PLEASE REPLY TO  
MILFORD OFFICE**

May 28, 2020

Michael J. Pinto, Esq.  
Chief Operating Officer  
New Haven Public Schools  
54 Meadow Street  
New Haven, CT 06519

Re: **Request For Proposals - Legal Services**

Dear Attorney Pinto:

This letter is in response to the New Haven Board of Education's Request for Proposals ("RFP") for Legal Services starting July 1, 2020 through June 30, 2021.

The enclosed materials are a summary of our related experience, information regarding Berchem Moses PC, and why we strongly believe we are the best choice for the District for its Legal Counsel. Should you have any questions or need any additional information, please feel free to contact the undersigned at (203) 783-1200. Thank you for the opportunity to present this proposal and to be considered for the role of legal counsel to the New Haven Public Schools.

Very truly yours,

Michelle C. Laubin

## **2. EXPERIENCE**

### **(a) Background**

Berchem Moses PC's roots date back to 1933. Today the firm is a multi-practice law firm that has grown to approximately 40 lawyers with offices in Milford and Westport, Connecticut, serving the entire state.

Berchem Moses PC has been a prominent player in all aspects of the education law field for over 40 years. We currently represent approximately 30 boards of education throughout the State of Connecticut in a variety of roles and capacities, including labor and employment, general counsel, and special education. We provide to our board of education clients the full range of services, including advice and negotiation as to certified and non-certified employees, regular updates on statutory changes and other legal developments, reviews and revisions of board policies and student handbooks, workshops and CEU seminars for staff, student discipline matters, representation in transportation, residency and teacher termination hearings, advice on first amendment issues, special education and disability law, research assistance and general legal advice.

Our approach to representation of boards of education is strongly pro-active. We strive to help clients prevent crises and minimize expense by problem solving, training staff and continually updating decision makers on changes in the law and trends in the education community. We take a practical view to dispute resolution, frequently providing clients with a cost benefit analysis of the various options and an analysis of the law, both favorable and unfavorable, prior to embarking on a course of action to address the

dispute. When disputes enter the administrative process and/or courts, we provide representation that is zealous, aggressive, creative and highly professional. In an ongoing attempt to assist our clients to keep updated in the ever-evolving field of education law, we maintain an education law blog, and invite you to visit it at [connecticuteducationlawblog.com](http://connecticuteducationlawblog.com). We update our blog on a regular basis as new cases are issued, statutes and regulations are passed, and this area of the law continues to develop. In addition, we send periodic client advisories to clients when necessary, to advise them that the law or its interpretation has changed in some material respect, and that they may need to take some responsive action. We also provide in-district professional development upon request, and at least once each spring upon the close of the legislative session, we hold a wide-ranging full-day, off-site client seminar designed to bring our clients up to speed on major legislative and case law developments from the school year and the legislative session.

While our firm is comprised of approximately 40 attorneys, there are ten attorneys who work exclusively in the field of education law, with support from two paralegals. Of these attorneys, approximately half of them are dedicated to the area of student matters and the other half to the area of employment and labor matters, although there is some overlap. The size and structure of this department, we believe, is unique in that it allows us the depth to provide responsive and quality service while at the same time personalizing those services and ensuring that a matter is not rotated through multiple attorneys. In addition, as education matters may become increasingly complex, given the other departments in our firm, as discussed below, when an education matter results in litigation, or requires real estate expertise, because we have a highly sophisticated

Litigation Department and a Real Estate Department, we can efficiently and easily access such levels of legal expertise as may be necessary in order to insure the full level of services our board clients may require. We are confident that this firm can and does respond to the full expanse of legal questions and issues that arise within the school environment.

**(b) Work History Representing Boards of Education**

General Counsel

We serve as General Counsel to a number of school districts, ranging from the State's largest school district to those among the smallest. We have both developed form contracts to use for vendors, as well as negotiated, and resolved as necessary, specific contracts, including bus contracts, food service contracts, equipment leases, software licenses, procurement contracts, and the like. As student data privacy laws have become increasingly important, we work with our clients to ensure that appropriate contractual language is included in a variety of contracts that may be impacted by such provisions. In the area of facilities, we have addressed on behalf of our board of education clients numerous issues involving air quality, soil contamination, and have successfully defended cases brought by parents against school districts claiming that their children's health have been negatively impacted as a result of alleged contamination in school buildings. In this regard, we work with numerous experts in the field of environmental health and air quality specialists. We have represented board clients both in new construction as well as in those unfortunate situations when problems arise during construction and legal action is required.

We frequently work with boards of education to develop policies and ensure that policies are updated. The issue of bullying, and cyberbullying in particular, is among the issues currently challenging many of our school districts, and we not only assist to ensure that policies are in place, but also consult with administrators and teachers so they understand how to implement the policies and address these issues. If a district is faced with a claim of bullying or harassment, either through an internal investigation process, or through an agency complaint, we assist with insuring that the proper procedures are followed in the processing of any such complaint. And we of course handle all student discipline matters and represent either the administration or the board of education at expulsion hearings, as requested. We have done so at literally hundreds of expulsion hearings. Finally, we represent boards in school accommodation hearings involving issues of residency and transportation on a regular basis.

Furthermore, we have extensive experience in the full penumbra of issues faced by school districts including compliance with the Family Educational Rights and Privacy Act (FERPA), the Freedom of Information Act (FOIA), and regularly counsel school districts through the minefield of religion in the schools, First Amendment and other constitutional law-based claims. Our scope of services of our board clients includes representation of them at these federal and state agencies when FERPA, FOIA and discrimination/harassment claims filed before the CHRO arise. We have extensive experience assisting districts to prevent and prepare for threats to school safety, as well as responding in the aftermath of a school safety crisis. We have provided extensive trainings to our school district clients on compliance with their duties as mandated reporters of suspected child abuse and neglect, and the heightened sensitivity under the

law that is being brought to bear on this important issue from sources inclusive of the Department of Children and Families (DCF), the Office of the Child Advocate (OCA), and the State's Attorney's Office.

#### Special Education and Pupil Services

Berchem Moses PC is one of the most experienced and successful firms in the State in handling special education matters. Our representation of boards of education in this area is multi-dimensional. First, we spend a significant amount of time as requested by our board of education clients conducting in-service training for educators, including teachers and administrators. We also provide presentations to boards of education and town fiscal authorities in order that there be an understanding of the extent of the federal mandates regarding the scope of the applicable laws. We believe that this type of proactive intervention is critical for today's educators, particularly in the field of special education where knowledge of the key provisions of the procedural and substantive areas of the controlling State and federal laws is essential.

Second, we are frequently contacted by the administration if parents notify the district that they are bringing counsel to a planning and placement team meeting. At that time, most often the district requests that this office, as its counsel, attend that meeting and if requested, we will do so. In attempts to reach settlements of pending disputes, we represent the district in resolution meetings and/or mediations and in those instances when those dispute resolution mechanisms prove unsuccessful, we represent the districts in due process hearings.

When a due process hearing is threatened or commenced, we produce a cost-benefit analysis for clients when requested, given what is often the extraordinary expense

to a Board of such a hearing, both in terms of actual financial cost, as well as intangible cost to the staff and administration. However, when it is necessary to proceed to due process, we work diligently with the staff members who are witnesses to ensure that they are well prepared for their testimony. Our track record in due process proceedings is very strong. In New Haven alone, we have represented the district in a variety of due process hearings involving various claims of denial of the right to a free and appropriate public education, and have been very successful in doing so. If a due process case is appealed into court, we represent the District in that venue as well, most often federal court, where, as necessary, our litigation department often pairs with us to lend expertise. In the past, we have successfully defended decisions rendered by hearing officers in New Haven cases at the federal district court level, and if necessary, we are able to represent the District at the United States Court of Appeals for the Second Circuit. Our litigation department is chaired by Senior Partner Richard Buturla, whose resume is included in Appendix A.

Section 504 of the Federal Rehabilitation Act is a federal anti-discrimination law that has potentially far reaching effects in schools. Districts must be cognizant of its impact and again, this is an area for which we frequently provide training to educators. In fact, in the past two school years, we have provided at least ten separate training sessions to different school districts on the topic of Section 504. In addition, parents often file complaints regarding alleged violations of this law with the United States Department of Education Office for Civil Rights and we often represent or assist districts in the response to such complaints, including when OCR interviews district witnesses (including teachers and administrators). Recently, we have been involved in several OCR complaints, and

following our written response to the complaint, preparation of witnesses and our presence during the witness interviews, we were pleased to report that OCR found no violations by the Board and dismissed the complaints. A parent can also request a hearing under Section 504, which is an administrative hearing similar to a due process hearing and we have successfully represented districts in 504 hearings.

Finally, when parents file a complaint against a school district with the Connecticut State Department of Education, the State Department of Education conducts an investigation of the complaint which consists of a response to the complaint, and a review of documents (although no interviews occur) and when requested by our clients, we assist districts in responses to the complaint. In those instances when corrective action is necessary, we assist our school district clients in ensuring compliance with the corrective actions. In some cases, these types of complaints can be resolved through negotiation or mediation, and of course, we assist our clients with those proceedings as appropriate. When we draft a settlement or mediation agreement, we craft each agreement using a template that has been molded and refined over almost 40 years of experience in the field of special education matters, and the final product is a quality document that is clear, concise, and enforceable. In those rare instances where it has been necessary to present one of our settlement agreements to a court, hearing officer, or administrative agency for interpretation, our agreements are routinely enforced by the reviewing agency. Our depth and breadth of experience with the issues that can arise in interpretation and enforcement of settlement agreements means that we anticipate issues with interpretation before they occur and can include language to address the vast majority of such issues in advance.



In our work in the field of special education and pupil services, we frequently draft contracts for out-of-district placements, for transportation, and for consultants who will be working with the district in a variety of capacities. We also assist districts in formulating policies and procedures that comply with the myriad of State and federal regulatory requirements applicable in the field of special education and education of individuals with disabilities. We regularly present at State-wide conferences on subjects related to the IDEA and Section 504, and our Partner Michelle Laubin serves as counsel to the Connecticut Council of Administrators of Special Education (ConnCASE), in which capacity she regularly advises policymakers at the State level on the likely impact of proposed State legislation in the area of special education. Our special education attorneys Marsha Moses and Michelle Laubin have most recently been asked to serve on various task forces and advisory groups at the State level providing expertise to State officials concerning the State's response to the COVID-19 school closure and re-opening process.

#### Labor and Employment Services

The firm also possesses expertise and a record of highly successful results in the labor and employment areas, representing boards of education across the state in contract negotiations, interest and grievance arbitrations, defense of discrimination and wage claims and providing timely and practical employment-related advice.

Our attorneys regularly obtain among the lowest arbitration awards in the state, including many wage and step freezes over the last several years. At the beginning of the Great Recession, we achieved the first wage freeze in the state for certified employees in the wake of the financial crisis through arbitration, which was widely

recognized as instrumental in starting the trend of wage freezes throughout the state. The average for contract settlements negotiated by our attorneys typically is below the state average for the same time period. Our partner Floyd J. Dugas is regularly called upon by CABA to serve as a speaker at seminars and to deliver other presentations on the topic of labor negotiations.

During recent years, our attorneys have been involved in a number of matters of state-wide significance. For instance, Attorney Dugas was involved in the discussions resulting in the New Haven Reform contract, which was heralded by local and national leaders as a model for public school reform. In addition to being duplicated by cities such as Philadelphia, it was recognized by the Obama administration as precisely the type of reform needed to improve student achievement, particularly in lower socio-economic enclaves. The state statute on Education Reform is also modeled after the contract developed in New Haven. An achievement of this magnitude was only feasible as a result of a productive working relationship with local and statewide teacher unions. Attorney Dugas also negotiated on behalf of the City of New Haven the various contracts covering the New Haven Board of Education's non-certified employees. Accordingly, he is very familiar with those contracts as well.

While we always seek to avoid litigation through discussions and mediation where possible, over the years we have prosecuted numerous teacher and administrator terminations when settlement has proved unfeasible. For example, in a hearing that was tried to final decision, we successfully terminated a teacher based on a myriad of psychiatric disabilities which impacted performance in the classroom. We successfully prosecuted the termination of a teacher in New Haven who used a racial epithet; that

teacher appealed the decision to the Connecticut Superior Court, citing among other things the First Amendment, and we successfully defended the appeal. We have also been involved in one of the few termination hearings in the state of a Superintendent of Schools and have successfully defended multiple efforts in various forums to overturn that decision.

We are particularly proud of our negotiation success in minimizing salary increases and negotiating wage freezes and benefits adjustments as our clients have struggled to adjust union expectations to the realities of the day. At the same time, we are equally proud that our negotiation style avoids the short-sighted "scorched earth" tactics of some firms that can damage or destroy the essential relationship between board employer and school staff. Our approach -- aggressive but professional and emphasizing mutual interests, problem-solving, creativity and flexibility -- builds mutual trust and respect and is in the long-term interests of the District and the employees, as well as the taxpayers and the students.

We appear frequently before the Commission on Human Rights and Opportunities (CHRO) defending boards of education and are on the approved list of several insurance companies, including CIRMA, to defend employers in such matters. We also regularly appear before the State Board of Labor Relations, the Board of Mediation and Arbitration and the American Arbitration Association, defending board clients against claims of violating the state labor laws and collective bargaining agreements, as well as other administrative agencies such as the Connecticut Workers Compensation Commission. By way of example, we achieved a first of its kind result regarding the appropriate cost basis to use for calculating employee contributions in a self-insured plan in a decision

which saved one board client approximately \$700,000 in retroactive claims and \$350,000 per year going forward.

Please feel free to visit our website at [www.berchemmoses.com](http://www.berchemmoses.com) for more information, as well as our blog, [www.connecticuteducationlawblog.com](http://www.connecticuteducationlawblog.com). Please see Section (c) below (Organizational Structure) for biographies of the partners who would regularly interact with the Region One School District.

**(c) Organizational Structure**

We propose a team of two primary “lead counsel” partners, highly experienced in education law matters, to meet the Board’s need for legal services. These attorneys will be available to the Board at all times. The lead attorneys are supported by associates and junior partners who are available to lend support to the team as needed. Following is a brief biographical overview:

**(i) Michelle C. Laubin (Senior Partner)**



Attorney Laubin is a summa cum laude and Phi Beta Kappa graduate of Wells College in 1993 and received her J.D. from Northeastern University School of Law in 1996. Attorney Laubin is a Senior Partner whose practice is concentrated in the area of education law, particularly special education law and student matters. Ms. Laubin is a frequent speaker on education law issues with local school districts, as well as the Connecticut Bar Association, CABA, ConnCASE (Connecticut Council of Special Education Administrators) and other state and regional organizations. She is a member of the Connecticut Bar Association Education Law Committee and the Professional Discipline Committee and is a past-

President of the Connecticut School Attorneys Council. She has successfully argued cases before the State Department of Education, the United States District Court for the District of Connecticut, and the United States Court of Appeals for the Second Circuit, as well as formulating key arguments in education law cases argued by the firm before the Connecticut Supreme Court. She has represented school districts in countless student discipline, residency, transportation, and special education matters, including attending PPT meetings, negotiation of settlement and mediation agreements, representation in expulsion and due process hearings, resolution of State Department of Education complaints and OCR complaints. In addition to her work representing school districts, she acts as legal advisor to ConnCASE, the Connecticut Council of Special Education Administrators, served on an invitation-only State Department of Education task force on the subject of reform of the special education due process hearing process, and on the State Department of Education's School Discipline Collaborative, whose mission is to promote practices and policies to reduce racial disparities in student discipline. Most recently, Attorney Laubin has been on various task forces and stakeholder groups convened by the Bureau of Special Education to obtain stakeholder input into the processes utilized by school districts during the COVID-19 school closure and considerations for the re-opening process. Attorney Laubin is rated AV Preeminent by her peers in Martindale-Hubbell, its highest designation.

(ii) **Floyd J. Dugas (Senior Partner)**



Attorney Dugas is a 1981 cum laude graduate of the University of Connecticut and received his J.D. from the Temple University School of Law in 1986. Throughout his career, he has specialized in labor and employment law. As Chair of the firm's Labor and Employment Law Department, Attorney Dugas coordinates the Municipal Labor practice. He serves as General Counsel to a number of school boards. He also serves as chief negotiator and labor counsel for a number of boards of education. He represents Boards in all facets of labor and employment and general education including contract administration, arbitration, prohibited practice charge hearings, and certified staff termination proceedings.

Among his many accomplishments, Attorney Dugas successfully defended the West Haven Board of Education against the first ever claim in this state for education malpractice. He also was among the first attorneys in recent years to secure wage freezes, step freezes and major insurance plan redesigns in interest arbitration on behalf of school districts we represent. He has appeared before the State Supreme Court on other municipal labor matters. He has represented employers in literally hundreds of arbitrations and in wrongful discharge and discrimination litigation. Attorney Dugas is an arbitrator on the State of Connecticut Department of Education Panel of Arbitrators, and is Chair of the Personnel and Benefits Committee of the Easter Seal Rehabilitation Center of Greater Waterbury, Inc. He regularly lectures on labor,

employment and education law topics and is a regular presenter at CABA's annual negotiation seminar. He has presented at the National School Board Association Conference in San Francisco on the topic of School Reform, and in San Diego and San Antonio on the topic of school safety. He is a member and past president of the Connecticut Counsel of School Attorneys and is a member of the National Council of School Board Attorneys. Mr. Dugas is rated as AV Preeminent by his peers in Martindale-Hubbell, its highest designation, and has been recognized by Connecticut and New England Super Lawyers since 2014. In 2018 and 2019, he was recognized by U.S. News & World Report's Best Lawyers in America.

**(iii) Others**

In addition to the foregoing, the firm has several junior partners and associates who we would anticipate will be assisting in the delivery of services as needed, especially in the areas of litigation, research, policy work, and CHRO matters. They include: Brian Smith, Paula Anthony, Christine Sullivan, John Khalil, Carolyn Dugas, and Rebecca Goldberg. Their resumes are attached in the Appendix. And as previously noted, members of our litigation department, chaired by Partner Richard Buturla, assist with any matters that are filed in either state or federal court. Mr. Buturla's resume can also be found at Appendix A. You have our commitment that any of the firm's attorneys needed to provide the best services to the District will make themselves available and provide whatever time is required to meet the needs of the District.

(d) **Resumes**

**MICHELLE C. LAUBIN, ESQ.**

**EDUCATION**

NORTHEASTERN UNIVERSITY SCHOOL OF LAW, J.D., 1996

WELLS COLLEGE, B.A., 1993, Summa Cum Laude, Phi Beta Kappa

**BAR ADMISSIONS**

State of Connecticut, District of Connecticut, State of New York, Second Circuit Court of Appeals

**PROFESSIONAL EXPERIENCE**

- Representation of school districts in expulsion and residency/school accommodations hearings before full boards of education and impartial hearing boards, and counsel to local boards of education during expulsion hearings.
- Representation of school districts in special education due process hearings before hearing officers appointed by the State Department of Education.
- Representation of school districts in federal courts on appeals of special education due process hearing decisions, and related matters such as claims for attorney's fees and claims of discrimination under Section 504 of the Rehabilitation Act.
- Representation of school districts before State and Federal administrative bodies such as the Freedom of Information Commission, the Connecticut Commission on Human Rights and Opportunities, the complaint process of the Connecticut State Department of Education, and the United States Department of Education Office for Civil Rights.
- Advice and counsel to school districts on matters of policy, development of board policies and procedures, and in-service training of school district staff on general and special education matters including the Individuals with Disabilities Education Act (IDEA), Freedom of Information Act requests, records retention and confidentiality, student and staff First Amendment rights, student discipline, residency requirements, and privacy rights.

**SPECIAL HONORS**

- Obtained an AV® Preeminent rating from Martindale-Hubbell's Peer Review Ratings in April 2012. AV® Preeminent is the highest rating given in the peer review process conducted by Martindale-Hubbell and attests to an attorney's high ethical standards and legal ability.



## **SELECTED SEMINARS AND SPEAKING ENGAGEMENTS**

- February 2015, Connecticut Association of Boards of Education (CABE), *Discipline and Discrimination: It Can Be a Fine Line*
- April 2013, Leadership Forum sponsored by the Connecticut State Department of Education, the Connecticut Council of Administrators of Special Education (ConnCASE), and the State Education Resource Center (SERC), *New Connecticut Special Education Regulations*
- March 2012, Connecticut Association of Public School Superintendents (CAPSS), *Connecticut Board of Education's Proposed Revisions to Special Education Regulations*
- November 2010, CABE/CAPSS Convention, *Sexting, Texting and Other Uses of Technology by Students and Staff: The Legal Predicaments, Pitfalls and Possibilities*
- January 25, 2010, Connecticut Bar Association, Young Lawyers Section, *The In's and Out's of Special Education Law*, with Catherine Williams, Esq. (Connecticut Legal Services)
- November 21, 2009, Connecticut Association of Boards of Education (CABE), *Special Education for Board Members*
- October 16, 2009, Connecticut Council Administrators of Special Education (ConnCASE), *Learning Disability Guidelines Toolkit*, with Dr. Michael Regan, Director, Newtown Public Schools
- May 15, 2008, Connecticut Chapter of the American Academy of Pediatrics Conference: Critical Issues in School Health 2008, *Hot Issues in Disability Law: Section 504, IHCP's, Allergies, and Medications*, with Nadine Schwab and Cynthia Gilchrest

## **SELECTED PUBLICATIONS**

- Regular Author and Contributor, [www.connecticuteducationlawblog.com](http://www.connecticuteducationlawblog.com)
- Co-author, chapter titled *Understanding the Legal Landscape*, in *School Nurse Administrators: Leadership and Management*, published by the National Association of School Nurses, February 2013
- Interview, *Be Specific When Describing Where Student Will Receive Services*, The IEP Team Trainer, LRP Publications, December 2009, by Heidi Sfiligoj
- Interview, *Prioritize Communication with Parents to Alleviate Concerns About One-to-One Aides*, LRP Publications, August 2009, by Cara Kraft
- Interview, *Decode RTI-related Regulations in IDEA to Avoid Conflicts with Parents*, LRP Publications, May 2009, by Cara Kraft
- Interview, *Buy Time for RTI by Clarifying Goals with Parents*, LRP Publications, May 2009, by Cara Kraft
- Cited, *Legislature Refocuses on Increasing In-School Suspensions and Reducing Bullying in Schools*, March 2009 Connecticut Lawyer Magazine, by Stephanie B. Nickse
- Interview, *Take Note of Costly Trend in Section 504 Litigation*, Special Education Connection, LRP Publications, August 2008, by Melissa Greenwood

## **PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS**

Connecticut Bar Association, Professionalism Section, Secretary, Executive Committee  
Connecticut Bar Association, Education Law Section, Executive Committee

American Bar Association, Law Practice Management Section, Member  
Connecticut School Attorney's Council, Past President  
Opportunity House, Hamden, CT, Past President, Board of Directors  
National School Boards Association, Council of School Attorneys, Member

**FLOYD J. DUGAS, ESQ.**

**EDUCATION**

TEMPLE UNIVERSITY SCHOOL OF LAW, J.D., 1986, Cum Laude

UNIVERSITY OF CONNECTICUT, B.S., 1981, Cum Laude, Member Moot Court Team

**BAR ADMISSIONS**

Connecticut, Federal District Court of Connecticut, Second Circuit Court

**PROFESSIONAL EXPERIENCE**

- Counseling and representation of private and public sector employers in all aspects of labor law.
- Has served as chief negotiator for numerous employers in negotiations with their Unions in both private and public sector, including teachers, school administrators, police and fire.
- Regularly defends employers in employment related litigation, including the defense of Federal and State-based claims of discrimination, wrongful discharge, workers' compensation retaliation, and virtually all other claims growing out of the employer-employee relationship.
- Representation of public employers in the discharge of public employees including teachers and police officers.
- Serves as general counsel to several boards of education.

**SELECTED ACHIEVEMENTS**

- Successfully negotiated insurance plan design changes and premium co-payments, saving one municipal client millions in costs.
- Negotiated pay freezes and increment freezes in a number of contracts saving clients substantial sums.
- Successfully defended private and public sector clients in hundreds of grievance arbitration proceedings.
- Achieved the lowest teacher arbitration awards in the State in each of 2002 and 2003; including a wage and step freeze.

- Successfully defended the first ever successful termination of a chief of police under the State's difficult just cause statute; in appeals going to the State Supreme Court. Anziano v. Town of Madison, 229 Conn. 703 (1994).
- Has litigated several landmark cases in the employment law area, including, *Anziano v. Board of Police Commissioners*, 229 Conn. 703 (1994); *Stratford v. State Board of Mediation and Arbitration*, 239 Conn. 32 (1996) (resolving the issue over which party can reject a binding arbitration award); and *Scandura v. Friendly Ice Cream Corporation*, J.D. of Hartford - New Britain, CV 930529109S (defining levels of conduct which will not give rise to a claim for intentional infliction of emotional distress).
- Was involved in discussions resulting in the New Haven Reform contract, which has been heralded by local and national leaders as a model for public school reform.

### **SEMINARS AND PUBLICATIONS**

Seminar presenter on various labor and employment law topics since 1986, including "Unemployment Practice and Procedure," "Collusion of the ADA and the Workers' Compensation Laws", and "Negotiating in Difficult Times". Author of several articles for and is a frequent seminar presenter for the Connecticut Conference of Municipalities and Connecticut Association of Boards of Education on education, labor and employment law issues. Has presented at the National School Board Association Conferences in San Francisco, San Diego and San Antonio on topics including school reform and school safety, among many other high profile speaking engagements.

### **PROFESSIONAL AND COMMUNITY AFFILIATIONS**

Connecticut Bar Association

American Bar Association

CONNPELRA Member

Chairman, Personnel and Employee Benefits Committee, Rehabilitation

Center of Greater Waterbury

Connecticut Council of School Board Attorneys (Past President)

National Counsel of School Board Attorneys

Member, New Haven Country Club

Arbitrator, Connecticut Department of Education, Teacher/Administrator Binding Arbitration Panel

Former Adjunct Professor, University of New Haven, Master Program in Labor Relations

### **AWARDS AND RECOGNITION**

- Martindale-Hubbell AV Preeminent rated attorney, derived from peers' evaluation of a lawyer's legal ability and general ethical standards.
- Connecticut and New England Super Lawyers; Employment and Labor; Schools and Education (2014-2018)

Recognized by U.S. News & World Report's Best Lawyers in America for Labor Law –  
Management

### **3. REFERENCES**

We have been fortunate enough to represent the New Haven Public Schools in a wide variety of matters over many years, which means that we are already well-known to many people within the District, with whom we work well. We represented the District in all matters, inclusive of labor and employment and general counsel matters, for eight years, and then in 2018, our role continued on in the capacity of special education matters and representing the District in ongoing litigation matters, most of which had arisen out of employment disputes. To the extent that, in the last couple of years, the scope of our representation of the District has narrowed, and you may need additional references for us, particularly in the area of labor and employment and general counsel work. The following is a partial listing of boards of education this firm currently represents and includes a summary of the nature of the matters handled. This information reflects the extensive knowledge and experience of this firm in providing legal services to school districts. We have also provided names and numbers of contact persons and welcome you to contact any of the individuals listed below for references.

(1) **Milford Board of Education** – We have represented the Milford Board of Education for 47 years. We represent the Board as labor counsel, general counsel and in all special education matters, both at the administrative and judicial levels. In such capacity, we negotiate all certified and non-certified collective bargaining units, handle all grievances and arbitrations, counsel and represent the Board in all teacher disciplinary matters, as well as CHRO and other discrimination claims. We also provide in-service training seminars on a myriad of current legal and pragmatic issues for all levels of staff and administration.

Contact: Anna Cutaia, Ed.D., Superintendent  
(203) 783-3422

Carole Swift, Director of Pupil Personnel Services  
(203) 783-3491

(2) **Bridgeport Board of Education** - We serve as general counsel, representing the district in all areas including special education and labor.

Contact: Michael J. Testani, Superintendent of Schools  
(203) 275-1001

Robert E. Arnold, Interim Executive Director of Specialized Instruction  
(203) 275-1306

(3) **West Haven Board of Education** – We serve as general counsel, labor and employment counsel, and special education counsel, and have for more than 40 years.

Contact: Neil Cavallaro, Superintendent  
(203) 937-4320

Joseph Lucibello, Director of Pupil Services  
(203) 937-4333

(4) **Region 17 Board of Education** – We serve as labor counsel and general counsel to Region 17 (Haddam/Killingworth).

Contact: Holly Hageman, Superintendent  
(860) 345-4534

(3) **Trumbull Board of Education** – Our representation of the Trumbull Board of Education dates back 30 years and encompasses special education work, general counsel and labor counsel.

Contact: Ralph Iassogna, Interim Superintendent  
(203) 929-4285

(4) **Groton Board of Education** – We have served as general counsel to the Groton Board of Education since 2000, where we have represented the district in all areas including special education and labor.

Contact: Michael Graner, Ph.D., Superintendent  
(860) 572-2115

Denise Doolittle, Director of Pupil Services  
(860) 572-2152

(5) **Cheshire Board of Education** – We serve as general counsel to the Cheshire Public Schools and our representation encompasses all areas of legal services.

Contact: Jeff Solan, Superintendent  
(203) 250-2420

(6) **Westport Board of Education** – We have served as special education counsel to the Westport Board of Education for over 30 years.

Contact: Dr. David Abbey, Interim Superintendent  
(203) 341-1025



(7) **Norwalk Board of Education** – We represent the Norwalk Board of Education in special education matters.

Contact: Dr. Steven Adamowski, Superintendent  
(203) 854-4001

Yvette Goorevitch, Chief of Specialized Learning and  
Student Services  
(203) 854-4126

(8) **Madison Board of Education** – We serve as special education counsel for the Madison Board of Education.

Contact: Thomas Scarice, Superintendent of Schools  
(203) 245-6320

Dr. Elizabeth Battaglia, Director of Special Education  
(203) 245-6340

(9) **Stamford Board of Education** – Recently, we replaced a large Hartford based firm as special education counsel. We have also served as special counsel in handling the termination of certified staff.

Contact: Wayne Holland, Director of Special Education  
(203) 977-4853

(10) **Region 5 (Amity) Board of Education** – We serve as general counsel and special education counsel to the Amity Board of Education. We also represent the member districts of Woodbridge, Orange, and Bethany.

Contact: Dr. Jennifer Byars, Superintendent  
(203) 397-4811

Thomas Brant, Director of Special Education  
(203) 397-4821

(11) **Region 9 Board of Education** – We serve as special education counsel to the Region 9 Board of Education. We also represent the member districts of Easton and Redding.

Contact: Dr. Thomas McMorran, Superintendent  
(203) 261-2513

Patricia Roszko, Director of Special Education  
(203) 938-2508

#### **4. BUDGET/FEE PROPOSAL**

We believe we have a history of delivering legal services in a more cost-effective manner than other firms. This begins with matching the district's needs with the most appropriate lawyer on a given matter and continues with the senior partners involved closely monitoring invoices to ensure the fees billed reflect the value of services received by the client. Our associates and paralegals are involved in the files as appropriate, again with a sensitivity to cost controls, but without sacrificing quality of legal services. Our philosophy is the client should always feel that they have received a good value for the services rendered, and that there should never be a fee dispute with a client. It is not uncommon for a school district to tell us our bills are more reasonable than our predecessor where we have replaced another firm.

Our hourly rates for attorneys of the firm in private sector matters typically range from \$475 per hour for partners to \$250 per hour for associates. However, we recognize the budgetary constraints upon boards of education and therefore, we are prepared to adjust our private sector rates accordingly. Thus, we propose that our rates be set as follows: \$275 per hour for senior partners, \$235 per hour for junior partners and senior counsel/of counsel attorneys, \$195 per hour for associates and \$145 per hour for paralegal time. Our typical arrangement is that these rates will remain in effect for one year and thereafter, are subject to adjustment on an annual basis after prior notice to the client.

In addition, we would be willing to discuss a retainer for routine day to day advice, with matters such as litigation, arbitrations and administrative hearings charged hourly.

We have similar arrangements with other clients and would be willing to explore a mutually agreeable arrangement with the New Haven Public Schools.

Please be aware that our practice is to provide our clients with the highest level of expertise necessary to accomplish the task in an efficient and effective manner. Thus, for example, in interest arbitrations, the firm's employment law paralegal will undertake much of the background research and collating of information under the supervision of the responsible partner; the responsible partner, of course, will organize and present the District's case in the arbitration. By delegating much of the preparatory work to our paralegal, we are able to provide services in a more cost-effective manner, while still insuring that the responsible attorney has total control over the applicable matter. This is to be distinguished from firms which offer a blended rate which results in paralegals billed out at lawyer rate.

We are confident that this firm can assist the District in effecting cost savings as a result of our hourly rate, the manner in which we deliver services, and the results which we have obtained in all matters. Our monthly bills reflect a narrative of all services rendered, as well as any extraordinary expenses which have been incurred. We do not charge for "layering", a common practice in larger firms in which clients are double billed for intra-firm conferences or for the training of inexperienced attorneys. As a result, it is our experience that even at the same hourly rate, our total billing tends to be substantially less than other firms. We do not charge, either directly or indirectly for travel. We also do not charge for clerical services.

## **6. CONCLUSION**

We feel confident that Berchem Moses PC can provide the highest level of expertise and service to meet the District's legal needs in a responsive and cost-efficient manner. We feel the quality of our services is enhanced by the strong professional relationships which evolve between our attorneys and clients. In this regard, we urge you to contact any of our current clients for references. We would be more than happy to meet with you or any board members or administrators who may wish to meet us personally.

Appendix A: Additional Resumes

**RICHARD J. BUTURLA, ESQ.**

**EDUCATION**

VILLANOVA SCHOOL OF LAW, J.D., 1982  
Villanova Law Review, Associate Editor, 1981 – 1982

SOUTHERN CONNECTICUT STATE UNIVERSITY, B.S., 1979  
Honors: Magna Cum Laude

**BAR ADMISSIONS**

Connecticut, U.S. District Court District of Connecticut, U.S. Court of Appeals 2nd Circuit

**PROFESSIONAL EXPERIENCE**

- Senior Partner and Chairman of the Litigation Department at Berchem Moses PC since 1985
- Trial lawyer representing government officials, police officers, municipalities, boards of education, governmental agencies, and businesses in both state and federal court
- Appellate advocate representing government officials, police officers, municipalities, boards of education, governmental agencies, and businesses in the Connecticut Appellate Court, Connecticut Supreme Court and the United States Court of Appeals

**APPOINTED POSITIONS**

- Town Counsel, Seymour, Connecticut, 2011 – Present
- Town Attorney, Stratford, Connecticut, 2005 – 2009, 1995-1999
- Town Attorney, Cheshire, Connecticut, 2002 - 2004
- Corporation Counsel, Derby, Connecticut, 1997 - 2005
- Assistant Town Attorney, Stratford, Connecticut, 2000 – 2003

**AWARDS AND RECOGNITION**

- Martindale-Hubbell AV Preeminent rated attorney
- Best Lawyers in America
- New England Super Lawyers
- Connecticut Super Lawyers for Labor & Employment Law

## **PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS**

- Connecticut Bar Association, Member
- American Bar Association, Member
- Connecticut Trial Lawyers Association, Member
- American Association for Justice, Member

## **AFFILIATIONS, PROFESSIONAL RECOGNITION AND COMMUNITY ACTIVITIES**

- AV Peer Review Rating by *Lexis Nexis Martindale Hubble*, the highest possible rating signifying preeminent legal ability and integrity; awarded based on confidential survey responses from practicing attorneys
- Sustaining Life Fellow, James W. Cooper Fellows Program, Connecticut Bar Foundation
- Fellow, American Bar Foundation
- Council Chairman, Stratford Town Council, Stratford, Connecticut, 1987-1989

## **REPRESENTATIVE CASES**

- *Armac Industries, Ltd. v. Citytrust*, 203 Conn. 394, 525 A.2d 77 (1987)
- *B.A. Ballou and Company, Inc. v. Citytrust*, 218 Conn. 749, 591 A.2d 126 (1991)
- *Bombero, Jr., Etal v. Planning and Zoning Commission of the Town of Monroe, et al.*, 17 Conn. App. 150, 550 A.2d 1098 (1988)
- *Citytrust v. Page*, 28 Conn. App. 907 (1992)
- *D.J. Quarry Products, Inc. v. Planning and Zoning Commission of the Town of Beacon Falls*, 217 Conn. 447, 585 A.2d 1227 (1991)
- *Dean v. Filipowich, et al*, 20 Conn. App. 825, 570 A.2d 243 (1990)
- *Dennin v. Connecticut Interscholastic Ath. Conf.*, 94 F.3d 96 (D. Conn. 1996)
- *Dennin v. Connecticut Interscholastic Ath. Conf.*, 913 F. Supp. 663 (D. Conn. 1996)
- *Federal Deposit Insurance Corporation v. Sextant Development Corporation, et al.*, 142 F.R.D. 55 (1992)
- *FDIC v. Suna Assocs.*, 80 F.3d 681 (2d Cir. 1996)
- *J. F. Barrett & Sons, Inc. v. Rosenshein*, 23 Conn. App. 817 (1990)
- *Hedberg v. Pantepec Int'l*, 35 Conn. App. 19 (1994)
- *Huff v. West Haven Board of Education, et al*, 1998 WL 386167 (D. Conn. 1998)
- *Kornatowski v. Wallingford Police Dep't*, 1993 U.S. Dist. LEXIS 10695 (D. Conn. July 26, 1993)
- *Meyers v. Arcudj*, 947 F. Supp. 581 (D. Conn. 1996)
- *Meyers v. Arcudj*, 915 F. Supp. 522 (D. Conn. 1996)
- *Mrs. B. v. Milford Bd. Of Educ*, 103 F.3d 1114 (2d Cir. 1997)
- *Mr. & Mrs. B. ex rel. W.B. v. Weston Bd. of Educ.*, 34 F. Supp. 2d 777 (D. Conn. 1999)
- *Smart SMR of New York Inc. d/b/a v. The Zoning Commission of the Town of Stratford*, 9 F.Supp. 2d 143 (1998)
- *Smart SMR of New York, Inc. d/b/a v. The Zoning Commission of the Town of Stratford*, 995 F.Supp. 52 (1998)
- *Smith v. Planning & Zoning Bd.*, 3 Conn. App. 550 (1985)
- *Smith v. Planning & Zoning Bd.*, 203 Conn. 317 (1987)
- *Town of Monroe, et al v. Renz, et al.*, 46 Conn. App. 5, 698 A.2d 328 (1997)
- *Town of Stratford v. International Ass'n of Firefighters, Local 998*, 48 Conn. App. (1998)

- *Town of Stratford v. International Ass'n of Firefighters, Local 998*, 248 Conn. 108 (1999)
- *Howley v. Town of Stratford*, 87 F. Supp. 2d 97 (D. Conn. 1999)
- *Omnipoint Communications, Inc. v. Planning & Zoning Commission of the Town of Wallingford*, 91 F.Supp.2d. 497 (2000)
- *Howley v. Town of Stratford*, 217 F.3d 141 (2d Cir. 2000)
- *Lillbask v. Sergi*, 117 F. Supp. 2d 182 (D. Conn. 2000)
- *Lillbask ex rel. Mauclair v. Sergi*, 193 F. Supp. 2d 503 (D. Conn. 2002)
- *Lillbask ex rel. Mauclair v. Conn. Dep't of Educ.*, 397 F.3d 77 (2d. Cir. 2005)
- *Lillbask v. Conn. Dep't of Educ.*, 2006 U.S. Dist. LEXIS 24263 (D. Conn. Mar. 17, 2006)
- *Harbor Pointe, LLC v. Harbour Landing Condo. Ass'n*, 300 Conn. 254 (2011)
- *J.E. Robert Co. v. Signature Props., LLC*, 309 Conn. 307 (2013)
- *Waterview Site Servs. v. Pay Day, Inc.*, 125 Conn. App. 561 (2010)
- *Burke v. Miron*, 2010 U.S. Dist. LEXIS 26815 (D. Conn. Mar. 22, 2010)
- *A.E. v. Westport Bd. Of Educ*, 463 F. Supp. 2d 208 (D. Conn. 2006)
- *Davidson v. Tesla*, 2008 U.S. Dist. LEXIS 10529 (D. Conn. Feb. 12, 2008)
- *DeFelice v. Warner*, 511 F. Supp. 2d 241 (D. Conn. 2007)
- *Perkowski v. Stratford Bd. Of Educ.*, 455 F. Supp. 2d 91 (D. Conn. 2006)
- *Pulaski v. Stratford Bd. Of Educ.*, 2006 U.S. Dist. LEXIS 56735 (D. Conn. Aug. 15, 2006)
- *Vic's Super Serv. v. City of Derby*, 2006 U.S. Dist. LEXIS 60381 (D. Conn. Aug. 24, 2006)
- *Drazen v. Town of Stratford*, 2013 U.S. Dist. LEXIS 113870 (D. Conn. Aug. 13, 2013)
- *Drazen v. Town of Stratford*, 2013 U.S. Dist. LEXIS 47908 (D. Conn. Mar. 28, 2013)
- *Gugliotti v. Miron*, 2010 U.S. Dist. LEXIS 77305 (D. Conn. July 30, 2010)
- *Guizan v. Solomon*, 2010 U.S. Dist. LEXIS 103592 (D. Conn. Sept. 30, 2010)
- *Guizan v. Town of Easton (In re Estate of Guizan)*, 2012 U.S. Dist. LEXIS 123727 (D. Conn. Aug. 29, 2012)
- *Popow v. Town of Stratford*, 2010 U.S. Dist. LEXIS 12472 (D. Conn. Feb. 12, 2010)
- *Rossi v. W. Haven Bd. Of Educ.*, 359 F. Supp. 2d 178 (D. Conn. 2005)
- *Rossi v. W. Haven Bd. Of Educ.*, 2005 U.S. Dist. LEXIS 6086 (D. Conn. Apr. 8, 2005)
- *Bd. Of Educ. v. Tavares Pediatric Ctr.*, 276 Conn. 544 (2006)
- *Gaynor v. Payne*, 261 Conn. 585 (2002)
- *Town of Stratford v. State Bd. Of Mediation & Arbitration*, 239 Conn. 32 (1996)
- *In re Tribune Co. Fraudulent Conveyance Litig.*, 831 F. Supp. 2d 1371 (2011)
- *Mr. L. v. Sloan*, 449 F.3d 405 (2d. Cir. 2006)
- *Anzalone v. O'Connell*, 51 Fed. Appx. 75 (2d. Cir. 2002)
- *Colombo v. O'Connell*, 2001 U.S. Dist. LEXIS 22081 (D. Conn. Dec. 27, 2001)
- *Cowras v. Hard Copy*, 56 F. Supp. 2d 207 (D. Conn. 1999)
- *Cowras v. Hard Copy*, 1998 U.S. Dist. LEXIS 22269 (D. Conn. May 19, 1998)
- *Garamella v. City of Bridgeport*, 63 F. Supp. 2d 198 (D. Conn.1999)
- *In re Galaxy Assoc.*, 118 B. R. 8 (1990)
- *Langer et al. v. Town of Stratford et al.*, docket 3:01-CV-897 (D. Conn. 2001)
- *Langer et al. v. Town of Stratford et al.*, docket 02-7100 (2d. Cir. 2002)
- *J.S. v. Norwalk Bd. Of Educ.*, 1999 U.S. Dist. LEXIS 16131 (D. Conn. Aug. 26, 1999)
- *Mulligan v. Loschiavo*, 173 Fed. Appx. 26 (2d. Cir. 2006)
- *Schirillo v. Town of Stratford*, 2005 U.S. Dist. LEXIS 20175 (D. Conn. Sept. 9, 2005)
- *Silberberg v. Lynberg*, 186 F. Supp. 2d 157 (D. Conn. 2002)
- *Walpole Woodworkers v. Atlas Fencing*, 218 F. Supp. 2d 247 (D. Conn. 2002)
- *Balogh v. City of Shelton*, 1999 U.S. App. LEXIS 10216 (2d. Cir. Jan. 13, 1999)
- *Ortiz et al. v. Stratford et al.*, docket 3:07-CV-1144 (D. Conn. 2008)
- *Murvin v. Jennings et al.*, docket 3:00-CV-2222 (D. Conn. 2006)



## **REPRESENTATIVE JURY VERDICTS**

- *Farrar v. Town of Stratford et al.*, docket 3:96-CV-1908 (D. Conn. 1996) (Defendant's Verdict)
- *Butler v. Soto et al.*, docket 3:94-CV-1216 (D. Conn. 1997) (Defendant's Verdict)
- *Bloom v. Town of Stratford et al.*, docket 3:05-CV-00217 (D. Conn. Jan. 19, 2007) (Defendant's Verdict)
- *Stallworth et al. v. Town of Stratford et al.*, docket 3:09-CV-00863 (D. Conn. Dec. 5, 2012) (Defendant's Verdict)

**CHRISTINE A. SULLIVAN, ESQ.**

**EDUCATION**

UNIVERSITY OF CONNECTICUT, NEAG SCHOOL OF EDUCATION, PhD  
Educational Psychology, 2015; Graduate Certificate, Schoolwide Positive Behavior Support, 2011

UNIVERSITY OF CONNECTICUT SCHOOL OF LAW, J.D., 1988

COLLEGE OF THE HOLY CROSS, B.A., 1984

**BAR ADMISSIONS**

Connecticut

**PROFESSIONAL EXPERIENCE**

Berchem Moses PC, Milford CT  
Partner, Education Law Department 2015 – Present

Duffy & Fasano Attorneys at Law, Woodbury, CT  
Of Counsel 2009-2015  
Part Time Associate Attorney 2007-2009  
Partner 1993-2007  
Associate Attorney 1988-1993

- Litigation attorney in four person general practice law firm
- Substantial experience in all aspects of civil litigation from case intake, client interview, discovery, to final disposition in jury and bench trials
- Responsible for development of and management of all workers compensation claims in office
- Researched and drafted legal memoranda and pleadings in various areas of civil litigation
- Conducted real estate closings for clients and represented closing bank
- Represented claimants in social security disability matters through all levels of appeal

University of Connecticut Health Center, A.J. Pappanikou Center for Excellence in Developmental Disabilities, Education, Research and Service (UCEDD)

Director of Education and Training	2015-2016
Graduate Assistant	2009-2014
Special research assistant	2009
Leadership Education in Neurodevelopmental and Related Disabilities, Parent Faculty Fellow	2009 2010-2011

- Responsibility for all training, including both preservice and community education activities including coordination of the Public Health Certificate in Interdisciplinary Disability Studies Program and the Undergraduate Concentration in Interdisciplinary Disability Studies.
- Developed curriculum and currently instructor of record in online graduate certificate disability studies program
- Assisted in the development of a comprehensive training manual promoting the leadership and advocacy skills of parents and others in all aspects of the lives of individuals with disabilities
- Guest lecturer at University of Connecticut, Saint Joseph University, and for the LEND program
- Represented UCEDD on the CT Council on Developmental Disabilities

**PRESENTATIONS**

- Sullivan, C.A. & Bruder, M. (2014, November). *A Competency Based Model of Training for Special Education Paraeducators*, Poster presented at the Association of University Centers on Disabilities Annual Conference, Washington, D.C.
- Sullivan, C.A. (2013, November). *Differentiation*. Connecticut Down Syndrome Congress Conference, Danbury, CT

**PUBLICATIONS**

- Sullivan, C.A. (2015). *Examining Parents' Perceptions of the Individualized Education Program Meeting*. Doctoral Dissertation, University of Connecticut, Storrs, CT (Paper 722)

**AWARDS**

- Lisa Pappanikou Glidden Scholarship 2011

## **PROFESSIONAL AFFILIATIONS AND SERVICE ACTIVITIES**

Connecticut Bar Association

Waterbury Bar Association

American Bar Association

Council for Exceptional Children; Division for Early Childhood

American Association on Intellectual and Developmental Disabilities

National Association for the Education of Young Children

Association for Supervision and Curriculum Development

## **DIRECTORSHIPS**

St. Mary's Health System, Waterbury, CT

1998-present

Member of Finance Committee and Chair of Executive Compensation Committee

**JOHN Y. KHALIL, ESQ.**

**EDUCATION**

UNIVERSITY OF CONNECTICUT SCHOOL OF LAW, J.D., 2016

UNIVERSITY OF CONNECTICUT, B.A. (Political Science and Sociology – Honors), 2013

**BAR ADMISSIONS**

Connecticut

**PROFESSIONAL EXPERIENCE**

Associate Attorney, Berchem Moses PC 2016 – Present

- Represents local and regional boards of education in regular and special education matters
- Assists in due process, planning and placement, residency, and student discipline proceedings
- Provides subject-matter expertise to clients regarding the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans With Disabilities Act, The Family Educational Rights and Privacy Act, and related federal and state education laws
- Participates in the firm's public service and research committees
- Publishes blog articles on a variety of education-related topics

**PRESENTATIONS**

- Khalil, J.Y. & Barba, E. (2017, June). *IDEA or Section 504? Determining Eligibility Under Both Laws*, Presented at the National Business Institute IEP and 504 Plan Legal Workshop, New Haven, CT

**AWARDS**

State of Connecticut Scholar  
2013

**PROFESSIONAL AFFILITATIONS AND SERVICE ACTIVITIES**

American Bar Association

Connecticut Bar Association

National School Board Association, Council of School Attorneys

United Way of Milford

## **CAROLYN MAZANEC DUGAS, ESQ.**

### **EDUCATION**

TEMPLE UNIVERSITY SCHOOL OF LAW, J.D., 1987

Honors: Regional Champion Mock Trial Team, Philadelphia Trial Lawyer Association Award

TEMPLE UNIVERSITY, B.A., 1984, Magna Cum Laude

### **BAR ADMISSIONS**

Connecticut

### **PROFESSIONAL EXPERIENCE**

- Represents public school districts throughout Connecticut in all areas of education law ranging from first amendment issues, student confidentiality, school residency and transportation matters with an emphasis on student matters including student discipline.
- Reviews, revises and drafts board of education policy and regulations; reviews and revises school handbooks to ensure legal compliance.
- Conducts legal research and drafting of motions, briefs, and memoranda of law related to a variety of special and regular education issues.
- Develops and presents training seminars for teacher candidates, teachers and administrators on topics such as an overview of education law, anti-bullying legislation, and creating positive school cultures, new and pending legislation and initiatives, and special education.
- Advises clients in all areas of education law including special education law.
- Represents school administration at student expulsion and residency hearings, overseeing the investigation stage, and witness preparation through to hearing; conducts Title IX investigations for school districts and oversees response by districts to OCR complaints.
- Provides regular updates on statutory changes and legal developments to clients to ensure compliance via direct representation as well as firm education law blog articles.

## **PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS**

University of Bridgeport, Former Adjunct Professor (education law classes)  
Connecticut Association of Boards of Education (CABE), School Board Attorneys Council  
National School Board Association, Council of School Attorneys (COSA)  
Connecticut Bar Association  
Kids Count, Milford, CT, Former Board Member  
America's Promise, Milford, CT, Former Board Member



## **REBECCA GOLDBERG, ESQ.**

### **EDUCATION**

DUKE UNIVERSITY SCHOOL OF LAW, J.D., 2011, Cum Laude

BRANDEIS UNIVERSITY, B.A., 2006, Magna Cum Laude

### **BAR ADMISSIONS**

Connecticut, U.S. District Court for the District of Connecticut

### **PROFESSIONAL EXPERIENCE**

Berchem Moses PC, Milford CT  
Associate Attorney

2014 - present

- Handles labor and employment matters in state and federal courts and administrative agencies.
- Experienced in litigation, discovery, trial preparation and settlement strategies.
- Defends clients against discrimination charges; drafts substantive motions, position statements, releases, restrictive covenants and employee handbooks.
- Prepares seminars and webinars for management on various topics, including union avoidance, wage and hour law, and discrimination and harassment.
- Represents multiple boards of education in teacher termination proceedings.
- Advises small to large businesses with everyday human resources questions and concerns, providing clients with cost-effective ways to avoid litigation exposure.
- Provides training to employers on a variety of legal matters, including state-mandated sexual harassment training.

### **SELECTED ACHIEVEMENTS**

- Obtained a dismissal of an employment discrimination lawsuit against a nursing home at the earliest stages of litigation, avoiding legal fees and potential liability for the client.
- Successfully represented a housing authority in an unemployment hearing, overturning an initial determination in favor of the employee.
- Secured numerous dismissals of discrimination charges at case assessment review, the earliest stage of the CHRO process, enabling clients to avoid investigations and limit time and resource expenditures.

### **PUBLISHED WORKS**

- Associate Editor, Employment Discrimination Law, BNA Books, 4th Edition, 2012
- Contributing Editor, The Developing Labor Law, BNA Books, 6th Edition

## **HONORS AND AWARDS**

- Labor and Employment Law Award - Duke University School of Law
- Family Law Award - Duke University School of Law
- Dean's Scholar - Brandeis University

## **PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS**

Connecticut Bar Association, Labor and Employment Executive Committee, 2015 - Present

**PAULA N. ANTHONY, ESQ.**

**EDUCATION**

VILLANOVA UNIVERSITY SCHOOL OF LAW, J.D., 1989

PACE UNIVERSITY, B.A, 1986, Magna Cum Laude

**BAR ADMISSIONS**

Connecticut, New York, U.S. District Court District of Connecticut

**PROFESSIONAL EXPERIENCE**

Berchem Moses PC, Senior Counsel, 2016 - present

- Represent employers in collective bargaining, grievance arbitration and prohibited practices complaints, unemployment appeals, CHRO complaints, employment discrimination litigation and employee termination cases before State and Federal courts and administrative agencies.
- Extensive experience conducting workplace investigations involving employee misconduct, violation of workplace policies, and discrimination and/or harassment complaints.
- Advise private and public sector employers on a wide variety of personnel and employment matters, including interpretation of collective bargaining agreements, pension and benefits issues, disciplinary matters, administrative investigations and separation agreements.
- Regular presenter on labor and employment topics to various professional groups and employers.

Office of Corporation Counsel, City of Waterbury, CT, Assistant Corporation Counsel, 2006 - 2016

- Managed full caseload of labor and employment matters, as well as land use and zoning issues involving the city.
- Successfully defended the city in numerous unemployment appeals, CHRO complaints, grievance arbitrations, employment discrimination litigation and employee termination cases.
- Represented management in employee grievances and prohibited practices claims before State Board of Mediation and Arbitration and State Board of Labor Relations.

- Obtained dismissals in favor of land use boards and commissions in numerous zoning appeals.
- Managed all personal injury lawsuits against the city and its employees and oversee organizational workflow to ensure compliance with organizational and legal standards and minimize financial exposure and cost to the city.
- Worked closely with the city's human resources and education personnel departments on employee issues, including interpretation of collective bargaining agreements, pension and benefits issues, disciplinary matters, administrative investigations and separation agreements.
- Developed, implement and enforce departmental operational and personnel policies and procedures.
- Assisted Corporation Counsel as legal advisor for the city, including all boards, commissions and departments; acted in absence of Corporation Counsel.
- Chaired weekly staff meetings.
- Supervised and directed all attorneys and support staff.
- Handled intradepartmental personnel matters in conjunction with human resources department, including preparation and review of performance evaluations for attorneys and support staff, pre-employment interviews and disciplinary issues.
- Mentored high school, college and law students as part of department's internship program.

Office of Corporation Counsel, City of Waterbury, CT, Staff Attorney, 1999 - 2006

- Provided legal assistance to all boards, commissions and departments as assigned, with emphasis on general litigation, land use and zoning, pension and benefits and labor and employment matters.
- Successfully defended Retirement Board in numerous appeals challenging disability retirement pension awards.
- Conducted trial and appellate cases in state courts and before administrative agencies.
- Developed programs of recovery for damage to city property and reimbursement of workers' compensation liens.

**CAREER HIGHLIGHTS**

- Successfully defended against Union's Motion to Vacate arbitration award resulting in savings to Board of Education in excess of \$2M/year in health care costs.

- Prevailed on Motion to Vacate arbitration award overturning termination of high school coach.
- Second chaired successful appeal of pension offset case to State Supreme Court, resulting in annual savings of \$900K for Waterbury, CT's pension fund.
- Recovered in excess of \$250K on employee theft claim.
- Successfully defended Retirement Board decision awarding police retiree disability pension in amount equal to service pension before Connecticut Supreme Court in case of first impression.
- Successfully defended Board of Education in defamation and retaliation claim by former employee.
- Reduced payments on settlements and verdicts by \$2.3M in 2-year period and helped reduce outside counsel fees by \$1.1M from previous four years as part of litigation team.
- Successfully defended Zoning Commission in federal \$5M inverse condemnation case.
- Prevailed on motions for summary judgment in numerous federal wrongful termination and retaliation claims by former employees.
- Successfully represented Superintendent of Schools in termination of school administrator before tripartite arbitration panel.
- Negotiated favorable takeover agreement with surety, resulting in successful completion of multi-million-dollar municipal capital improvement project.
- Obtained dismissal of breach of contract claim by former teacher claiming entitlement of pension benefits, saving the city's pension fund in excess of \$300K.
- Obtained injunctive and declaratory relief resulting in removal of party arbitrator from interest arbitration panel upon showing of improper bias.

### **PROFESSIONAL AFFILIATIONS**

- Connecticut Bar Association; Past Chair, Labor and Employment Section; Member, Women in Law Section
- New York Bar Association; Member, Labor and Employment Section
- American Bar Association; Member, Labor and Employment Section
- Milford Bar Association; Member
- Connecticut Labor and Employment Women; Member

### **COMMUNITY LEADERSHIP**

- Pace University, New York, NY; Member, Women in Business Alumnae Council
- Greater Waterbury YMCA; Former Member, Risk Management Committee
- Shelton Historical Society; Vice President and Current Member; Board of Directors; Restoration Committee Chair

**BRIAN W. SMITH, ESQ.**

**EDUCATION:**

DUKE UNIVERSITY SCHOOL OF LAW, Durham, North Carolina, 1981, J.D., Phi Alpha Delta

UNIVERSITY OF BUFFALO, B.A., 1978, Magna Cum Laude

**BAR ADMISSIONS:**

Connecticut, 1981

U.S. District Court District of Connecticut, 1982

**AREAS OF PRACTICE:**

Civil Litigation

Municipal Law

Insurance Defense Litigation

Insurance Law

Insurance Coverage Counsel

**PROFESSIONAL EXPERIENCE**

Berchem Moses PC, Partner, Litigation Supervisor

Extensive defense trial experience in state and federal courts:

- General liability
- Highway defect
- Motor vehicle
- Interstate carriers
- Local transportation districts
- Product liability
- Dram shop
- Civil rights
- Housing Authority

Defense and prosecution of commercial matters:

- Licensing
- Foreclosure
- Contract
- Insurance coverage
- Construction
- Architect Professional Liability

**PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS:**

Milford Bar Association, Member

Bridgeport Bar Association, Member

Connecticut Bar Association, Member

American Bar Association, Member

Seminar Faculty for Connecticut Bar Association

# THE CITY OF NEW HAVEN

**BUREAU OF PURCHASES**  
200 Orange Street

New Haven, Connecticut 06510  
(203) 946-8201 - FAX (203) 946-8206



## DISCLOSURE & CERTIFICATION AFFIDAVIT

<b>CONTRACTOR/VENDOR NAME</b>	<b>Berchem Moses PC</b>
<b>CONTRACTOR/VENDOR ADDRESS</b>	<b>75 Broad Street, Milford, CT 06460</b>
<b>TELEPHONE /FAX</b>	<b>Tel 203-783-1200 Fax 203-877-8422</b>
<b>CONTACT/E-MAIL ADDRESS</b>	<b>mlaubin@berchemmoses.com</b>
<b>AGREEMENT FOR:</b>	<b>LABOR AND EMPLOYMENT LAW SERVICES</b>
<b>SOLICITATION TITLE &amp; NUMBER, IF APPLICABLE</b>	

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

- (a) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (b) "Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (c) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.
- (d) "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

<b>State of</b> Connecticut	<b>County of</b> New Haven	<b>Ss.</b> Milford
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I, Michelle C. Laubin being first duly sworn, hereby deposes and says that:  
(type or print your name above)

1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein.
2.	I am the <del>corporate</del> assistant secretary or majority owner (including sole proprietorship) of <u>Berchem Moses PC</u> OR I am an individual and my name is _____ (Insert Company Name above OR, if an individual, type your name above)
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.
4.	(Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit): _____ As required by Conn. Gen. Stat. §12-42, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current. <input checked="" type="checkbox"/> The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement. _____ The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. <b>Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.</b>
5.	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.
6.	Please select the applicable representation about the Contractor's business registration: <input checked="" type="checkbox"/> Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Registration number is <u>1055987-000</u> . _____ Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Registration number is _____



Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of \_\_\_\_\_ and the State business registration number is \_\_\_\_\_. Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state not applicable):  
\_\_\_\_\_

7. The following list is a list of the names of **all** persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (**must be on company letterhead and notarized**):

	Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1	None			
2				

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (**must be on company letterhead and notarized**):

	Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1	Berchem Moses PC	None		N/A
2				

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (**must be on company letterhead and notarized**):

	Organization Name	Address	Type of Ownership
1	None		
2			

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (**must be on company letterhead and notarized**):

	Name	Title	% of Ownership	DOB
1	None			
2				

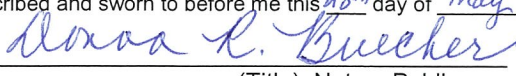
11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (**must be on company letterhead and notarized**):

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	Not Applicable		
2			

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

(Signed)  Title:  Assistant Secretary

Subscribed and sworn to before me this 28<sup>th</sup> day of May, 2020.

  
(Title) Notary Public

My commission expires July 31<sup>st</sup>, 2020.

**THIS FORM MUST BE NOTARIZED**

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)



## Professional Liability Insurance Binder

Date: April 27, 2020

Named Insured: Berchem Moses PC

Mailing Address: 75 Broad St  
Milford, CT 06460

Policy Period: From: April 30, 2020 To: April 30, 2021

Insurer: QBE Insurance Corporation (Admitted)

Policy Form: QBEX-1000 (01-14) Excess Insurance Policy

Limit of Liability: \$5,000,000 Combined Maximum Aggregate Limit of Liability for Liability Coverage Parts

Limit Any One Claim: \$5,000,000 Aggregate: \$5,000,000

Excess Of: \$5,000,000 Aggregate: \$5,000,000

Retention

Aggregate: \$25,000

Followed Policy			
Insurer:	Policy Number:	Limit any one Claim / in the Aggregate:	Retention:
Markel Insurance Company	TBD	\$5,000,000 / \$5,000,000	\$25,000

Premium: (Premium does not include Taxes, Surcharges, & Fees)

QBE Premium: \$34,046.00

Taxes, Fees & Surcharge: \$0.00

Endorsements:

Form Name	Description	Fill-In Variables
QBEX-2012 (01-14)	Prior And Pending Date Exclusion	[April 30, 2020]
QBGS-103 (07-04)	OFAC Notice	



## Professional Liability Insurance Binder

Extended Reporting Period:	N/A
Expiry of Binder:	Upon Policy Issuance
Credit Terms:	45 days from date of inception
Subjectivities:	Copy of Primary Binder as soon as possible after binding, and Primary Policy when available.
Underwriting Comments:	Prior Acts Coverage follows Primary Retro Date.

It is warranted that any additional jurisdictional taxes or surcharges payable outside of those required to be remitted to US jurisdictions by **QBEIC**, including but not limited to UK Insurance Premium Tax (UKIPT) and International Premium Tax (IIP) are the responsibility of the Insured and/or Licensed Broker.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIOR AND PENDING DATE EXCLUSION

<b>Name of Parent Company:</b>	Berchem Moses PC
<b>Policy Number:</b>	100037590
<b>Endorsement Number:</b>	001
<b>Effective Date of Endorsement:</b>	April 30, 2020
<b>Name of Insurer:</b>	QBE Insurance Corporation

It is hereby agreed that this Policy shall not provide coverage for any loss based upon, arising out of or resulting from any demand, investigation, administrative or regulatory proceeding, litigation or suit commenced on or before the Prior and Pending Date listed below.

Prior and Pending Date: April 30, 2020

All other terms and conditions of this policy remain unchanged.



# Notice to Policyholders

## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

**NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.**

**THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.**

**PLEASE READ THIS NOTICE CAREFULLY**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



**Risk Placement Services, Inc.**

Knowledge. Relationships.  
Trust. Confidence.

**Producer:**  
Jim Tomchik  
AJG - Shelton  
One Enterprise Drive, #310  
Shelton, CT 06484  
Phone: (203) 367-5328  
Fax: (203) 331-8608  
Email: Jim\_Tomchik@ajg.com

### CONFIRMATION OF INSURANCE PLACEMENT

We are pleased to confirm binding coverage as follows, subject to compliance with all conditional binding requirements as may be denoted herein:

**DATE ISSUED:** April 23, 2020

**PRODUCER:** AJG - Shelton  
One Enterprise Drive, #310  
Shelton, CT 06484

**INSURED:** Berchem Moses PC  
75 Broad Street  
Milford, CT 06460

**INSURER:** Markel Insurance Company NAIC #: 38970  
Admitted AM Best Rating: A XV

**PRODUCT:** Professional - Lawyers

**POLICY NUMBER:** LA308674

**POLICY PERIOD:** 4/30/2020 TO 4/30/2021

**RETROACTIVE DATE:** UNLIMITED

There is no coverage for any wrongful act committed prior to the Retroactive Date. "No Limitation" means full prior acts without limitation. Any other notation limits coverage.

**LIMIT OF LIABILITY:** \$5,000,000 Each Claim  
\$5,000,000 Annual Aggregate

**DEDUCTIBLE:** \$25,000 Annual Aggregate

**PREMIUM:** \$110,872.00

**TOTAL:** \$110,872.00

**POLICY FORMS:**

MDLP 1000 02 17	LAWYERS PROFESSIONAL LIABILITY DEC
MLP 1400-CT 07 13	CT AMENDATORY ENDT
MLP 1208 07 13	PRIOR ACTS EXTENSION
MLP 1216 07 13	AMENDMENT LOBBYIST
MLP 1218 02 17	BREACH MITIGATION EXPENSE COVG
MLP 1219 02 17	ENHANCEMENT ENDT
MLP 1307 03 20	AMENDED NOTARY EXCLUSION
MIL 1214 09 17	TRADE OR ECONOMIC SANCTIONS
MPIL 1007 03 14	PRIVACY NOTICE
MPIL 1083 04 15	OFAC ADVISORY NOTICE
MLP 0001 07 13	MARKEL INS LAWYERS PROF POLICY

**PAYMENT TERMS:** PREMIUM PAYMENT IS DUE WITHIN THE TERMS OF OUR INVOICE WHEN ISSUED.

**Denise Clark,**  
**AUTHORIZED REPRESENTATIVE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/28/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. One Enterprise Drive, Suite 310 Shelton CT 06484  License#: BR-724491 BERCMOS-01	<b>CONTACT NAME:</b> Sheila M. Olcott <b>PHONE (A/C, No, Ext):</b> 203-447-6668 <b>FAX (A/C, No):</b> 203-925-0070 <b>E-MAIL ADDRESS:</b> sheila_olcott@ajg.com  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%; text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A :</b> Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td><b>INSURER B :</b> Sentinel Insurance Company Ltd</td> <td style="text-align: center;">11000</td> </tr> <tr> <td><b>INSURER C :</b> Hartford Accident and Indemnity Company</td> <td style="text-align: center;">22357</td> </tr> <tr> <td><b>INSURER D :</b> Markel Insurance Company</td> <td style="text-align: center;">38970</td> </tr> <tr> <td><b>INSURER E :</b> QBE Insurance Corporation</td> <td style="text-align: center;">39217</td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> Hartford Casualty Insurance Company	29424	<b>INSURER B :</b> Sentinel Insurance Company Ltd	11000	<b>INSURER C :</b> Hartford Accident and Indemnity Company	22357	<b>INSURER D :</b> Markel Insurance Company	38970	<b>INSURER E :</b> QBE Insurance Corporation	39217	<b>INSURER F :</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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<b>INSURER D :</b> Markel Insurance Company	38970														
<b>INSURER E :</b> QBE Insurance Corporation	39217														
<b>INSURER F :</b>															

**COVERAGES**                                      **CERTIFICATE NUMBER:** 1410739904                                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  OTHER:			31SB AVR0312	5/1/2020	5/1/2021	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$						
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B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			31UECZS3020	5/1/2020	5/1/2021	<table style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$										
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C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <span style="float: right;">Y/N</span> <input type="checkbox"/> <span style="margin-left: 150px;">N/A</span> If yes, describe under DESCRIPTION OF OPERATIONS below			31WECAB4P9M	5/1/2020	5/1/2021	<table style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/></td> <td>PER STATUTE</td> <td><input type="checkbox"/></td> <td>OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td></td><td style="text-align: right;">\$ 500,000</td></tr> </table>	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTH-ER		E.L. EACH ACCIDENT				\$ 500,000	E.L. DISEASE - EA EMPLOYEE				\$ 500,000	E.L. DISEASE - POLICY LIMIT				\$ 500,000
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D	Professional Liab			LA308674	4/30/2020	4/30/2021	Occurrence/Aggregate	\$5 MIL/\$5 MIL																			
E	Excess Professional			100037590	4/30/2020	4/30/2021	Occurrence/Aggregate	\$5 MIL/\$5 MIL																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The above coverage applies to all locations operated by the Named Insured.

**CERTIFICATE HOLDER**

**CANCELLATION**

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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