

EXHIBIT A

From: Penn, Phillip <Phillip.Penn@new-haven.k12.ct.us>
Sent: Monday, March 23, 2020 11:17 PM
To: TRACEY, ILINE (DR.)
Cc: Elias A. Alexiades
Subject: Harassment complaint

Dr. Tracey,

During tonight's Board of Education meeting, Board member Darnell Goldson accused Attorney Michael Pinto and me of making decisions regarding the use of outside counsel on the basis of race.

As a result of that outrageous accusation in a public meeting, my personal and professional reputation has been damaged by Mr. Goldson. Thus, I have no choice but to raise this formal harassment complaint against him.

I would ask that the matter be investigated and that I be provided with a copy of the recording of tonight's meeting so that I may review it with my personal attorney for potential litigation against Mr. Goldson.

Sincerely,
Phillip J. Penn
Chief Financial Officer

Get [Outlook for iOS](#)

EXHIBIT B

Amita Rossetti

From: Emily Hays <emily.ewing.hays@gmail.com>
Sent: Friday, July 31, 2020 3:03 PM
To: Amita Rossetti
Cc: Reception
Subject: Media Request - New Haven Board of Ed

Hi, Amita Rossetti,

I'm Emily, a reporter at the New Haven Independent. Would you be available to call this afternoon about the notice sent to Darnell Goldson on the Board of Education? My number is 434-465-1950. My deadline is today and I have been able to get in touch with his side's representation.

Thank you so much,
Emily

--

Emily Ewing Hays (she/her/hers)
Reporter at the [New Haven Independent](#)
434-465-1950

EXHIBIT C

EXHIBIT D

TINLEY, RENEHAN & DOST, LLP
ATTORNEYS AT LAW

JEFFREY J. TINLEY*
RICHARD P. RENEHAN
MARK W. DOST
STEPHEN E. PLIAKAS
TANYA A. SPURLIN
AMITA P. ROSSETTI
JOHN C. BASHAW

PLEASE REPLY TO:
255 BANK STREET, SUITE 2A
WATERBURY, CT 06702

OTHER OFFICES:
134 HIGHLAND AVENUE
WATERBURY, CT 06708

49 PETER ROAD
SOUTHURY, CT 06488

*Also Admitted in NY

TELEPHONE (203) 596-9030 x118
TELECOPIER (203) 596-9036
E-MAIL: arossetti@mrclaw.com

August 21, 2020

John R. Williams, Esq.
John R. Williams Associates, LLC
51 Elm Street
Suite 409
New Haven, CT 06510

SENT VIA ELECTRONIC MAIL ONLY TO:
jrw@johnrwilliams.com

RE: Our File No.: 294.898.001
Your Client: Darnell Goldson
Harassment Complaint re: Goldson BOE Mtg. Conduct

Attorney Williams:

I am in receipt of your letter dated July 31, 2020 which I did not receive until last week, on August 13, 2020. When I spoke with you on that date, I told you I had not received your letter and you acknowledged that when you initially attempted to send it to me, you typed my email address incorrectly. Having now had the opportunity to review your letter, I wish to correct several false statements.

First, neither I nor anyone “under my control” released anything to the news media, so there is no basis for your making such an erroneous statement.

Second, as is evident by my response Ms. Hays by email on August 4, 2020, I did not speak with her and, in fact, I advised her in writing that I do not comment on legal matters to the news media involving ongoing investigations. (Copy attached as Exhibit A.)

Third, your letter assumes incorrectly that I knew you had represented Mr. Goldson concerning other matters in the past. Your letter suggests that your past representation of Mr. Goldson in other matters is a matter of “public record.” Whatever that statement may mean, to be quite clear, I was not aware of your client’s existence, much less your representation of him, until I was contacted to work on this matter. I had no knowledge that he had ever been represented by you with respect to this or any other matter before I received his email of August 4, 2020 in response to my request for his counsel’s contact information. Your accusation that my conduct in this matter reflects a “lapse” in ethics therefore is completely unfounded.

A recitation of the facts should clear up any confusion. On the afternoon of July 30, I sent your client notice of a complaint of harassment regarding his conduct at several BOE meetings beginning March 23, 2020. Your client contacted me via telephone upon receipt of that notice. I was in a meeting when the call came in and was out of the office for the next two days. Your client left a voicemail which did not state that he had retained an attorney. Upon my return to the office on Tuesday, August 4, 2020, I also reviewed an email from Ms. Emily Hays of the New Haven Independent regarding this matter, in which she stated that she had already spoken to the attorney for "his side." This was the first indication I had that Mr. Goldson was represented by counsel for this matter. I then sent an email to Mr. Goldson requesting contact information for his representative.

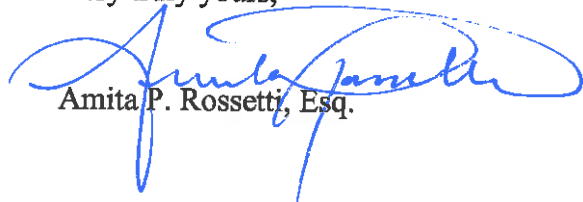
Let me also clarify that my letter of July 30 is not a request or demand of your client at all, but rather serves as notice to him of the pendency of the investigation.

The purpose of my call to you last week was to ask whether there would be a time that would be mutually convenient for you and your client to speak with me concerning this matter. However, you have made it clear that neither you nor your client are interested in having such a discussion. During our phone call yesterday, you also mentioned that you attempted to send a second letter to me. I have not received such a letter. If you would like for me to review it, please forward the letter to my attention.

If your client's position changes regarding having a further discussion of this matter, or if there is any information that you or your client would like for me to consider as this matter moves forward, please let me know and I will be pleased to consider it.

To again confirm, my email address is arossetti@tnrdlaw.com. Please CC Jeff Tinley and Laura West of this office, whose contact information you already have, on any further communications.

Very truly yours,



Amita P. Rossetti, Esq.

APR/

CC: Dr. Iline Tracey, *via electronic mail only*
Ms. Yesenia Rivera, *via electronic mail only*
Elias Alexiades, Esq., *via electronic mail only*

EXHIBIT A

Amita Rossetti

From: Amita Rossetti
Sent: Tuesday, August 4, 2020 12:51 PM
To: Emily Hays
Cc: Laura L. West
Subject: RE: Media Request - New Haven Board of Ed

Emily,

I am in receipt of your message. Sorry, I was out of the office Friday and Monday.

Please note, as a matter of practice, I do not comment on legal matters, especially when they involve ongoing investigations.

Thank you for the opportunity and apologies for the delay.

Amita

Amita P. Rossetti, Esq.

Tinley, Renahan & Dost, LLP

255 Bank Street, Suite 2A

Waterbury, CT 06702

Tel: (203) 596-9030 x118 Fax: (203) 596-9036

ARossetti@tnrdlaw.com

www.tnrdlaw.com

CONFIDENTIALITY NOTICE

This electronic message is intended to be viewed only by the individual or entity to whom it is addressed. It may contain communications from the law firm of Tinley, Renahan & Dost, LLP that are privileged or confidential. Any dissemination, distribution or copying of this communication is strictly prohibited without our consent. If you are not the intended recipient, or authorized to receive on behalf of said recipient, or if you have received this communication in error, please notify the sender immediately by return e-mail or telephone and delete the original message and any copies within your possession.

From: Emily Hays <emily.ewing.hays@gmail.com>
Sent: Friday, July 31, 2020 3:03 PM
To: Amita Rossetti <arossetti@tnrdlaw.com>
Cc: Reception <Reception@tnrdlaw.com>
Subject: Media Request - New Haven Board of Ed

Hi, Amita Rosetti,

I'm Emily, a reporter at the New Haven Independent. Would you be available to call this afternoon about the notice sent to Darnell Goldson on the Board of Education? My number is 434-465-1950. My deadline is today and I have been able to get in touch with his side's representation.

Thank you so much,
Emily

--

Emily Ewing Hays (she/her/hers)

Reporter at the [New Haven Independent](http://www.newhavenindependent.com)

434-465-1950

EXHIBIT E

| ORG | OBJ | EFF DATE | REF2 | COMMENT | VENDOR CODE | CHECK # | JOURNAL AMOUNT | |
|----------|-------|----------|----------|--------------------------------|------------------------------------|------------------|-----------------------|----------------------------------|
| 19047700 | 56696 | 07/01/19 | | BOE ATTORNEY REIM | | | 20,000 | |
| 19047700 | 56696 | 11/26/19 | 91321612 | 8/22/19-10/1/19 LEGAL SVCS (91 | BAGNELL JEFFREY S P.O. 91321612 | 363916 10,000 | <u>2,837</u> 2,837 | 7,163 |
| | | | | FOOD SERVICE | BERCHEM, MOSES PC | | 294 | |
| | | | | FOOD SERVICE | BERCHEM, MOSES PC | | 931 | |
| | | | | FOOD SERVICE | BERCHEM, MOSES PC | | 3,112 | |
| | | | | FOOD SERVICE | BERCHEM, MOSES PC | | 932 | |
| | | | | FOOD SERVICE | BERCHEM, MOSES PC | | 3,303 | |
| | | | | FOOD SERVICE | BERCHEM, MOSES PC | | 833 | |
| | | | | FOOD SERVICE | BERCHEM, MOSES PC | | 490 | |
| | | | | FOOD SERVICE | BERCHEM, MOSES PC | | 3,960 | |
| | | | | FOOD SERVICE | BERCHEM, MOSES PC | | 327 | |
| 19047700 | 56696 | 11/19/19 | 91320567 | JUL 2019 (91320567) | BERCHEM, MOSES PC | 363769 | 6,242 | |
| 19047700 | 56696 | 11/19/19 | 91320567 | AUG 2019 (91320567) | BERCHEM, MOSES PC | 363769 | 635 | |
| 19047700 | 56696 | 11/19/19 | 91320567 | SEP 2019 (91320567) | BERCHEM, MOSES PC | 363769 | 5,802 | |
| 19047700 | 56696 | 12/04/19 | 91320567 | OCT 2019 (91320567) | BERCHEM, MOSES PC | 365038 | 838 | |
| 19047700 | 56696 | 12/13/19 | 91320567 | JUL 2019 (91320567) | BERCHEM, MOSES PC | 365038 | 3,262 | |
| 19047700 | 56696 | 12/13/19 | 91320567 | AUG 2019 (91320567) | BERCHEM, MOSES PC | 365038 | 9,710 | |
| 19047700 | 56696 | 12/13/19 | 91320567 | SEP 2019 (91320567) | BERCHEM, MOSES PC | 365038 | 7,276 | |
| 19047700 | 56696 | 12/13/19 | 91320567 | OCT 2019 (91320567) | BERCHEM, MOSES PC | 365038 | 13,757 | |
| | | | | NOV 2019 | BERCHEM, MOSES PC | | 7,582 | |
| | | | | DEC 2019 | BERCHEM, MOSES PC | | 13,479 | |
| | | | | JAN 2020 | BERCHEM, MOSES PC | | <u>10,323</u> | |
| | | | | | P.O. 91320567 | 80000 | 93,087 | -13,087 <-- Increase by \$40,000 |
| 19047700 | 56696 | 12/19/19 | 91321613 | JUL 2019 (91321613) 080599.00 | PULLMAN & COMLEY, LL | 364700 | 2,065 | |
| 19047700 | 56696 | 12/19/19 | 91321613 | AUG 2019 (91321613) 080599.000 | PULLMAN & COMLEY, LL | 364700 | 30 | |
| 19047700 | 56696 | 12/19/19 | 91321613 | SEP 2019 (91321613) 080599.00 | PULLMAN & COMLEY, LL | 364700 | 6,461 | |
| 19047700 | 56696 | 12/19/19 | 91321613 | OCT 2019 (91321613) 080599.0 | PULLMAN & COMLEY, LL | 364700 | <u>7,877</u> | |
| | | | | | P.O. 91321613 | 16500 | 16,432 | 69 |
| 19047700 | 56696 | 11/19/19 | 91320294 | 46556 JUL 2019 LITIGATION (91 | SHIPMAN AND GOODWIN | 363232 | 12,831 | |
| 19047700 | 56696 | 11/19/19 | 91320294 | 46556 SEP 2019 LITIGATION (9 | SHIPMAN AND GOODWIN | 363232 | 6,435 | |
| 19047700 | 56696 | 12/05/19 | 91320294 | 46556 JUL 2019 LITIGATION (9 | SHIPMAN AND GOODWIN | 365097 | 5,623 | |
| 19047700 | 56696 | 12/05/19 | 91320294 | 46556 OCT 2019 LITIGATION (9 | SHIPMAN AND GOODWIN | 365097 | 21,710 | |
| | | | | NOV 2019 LITIGATION | SHIPMAN AND GOODWIN | | 6,370 | |
| | | | | DEC 2019 LITIGATION | SHIPMAN AND GOODWIN | | 2,665 | |
| | | | | JAN 2020 LITIGATION | SHIPMAN AND GOODWIN | | 1,852 | |
| | | | | | P.O. 91320294 | 50000 | 57,486 | -7,486 <-- Increase by \$20,000 |
| 19047700 | 56696 | 11/19/19 | 91320295 | 46556 JUL 2019 GENERAL (9132 | SHIPMAN AND GOODWIN | 363232 | 228 | |
| 19047700 | 56696 | 11/19/19 | 91320295 | 46556 AUG 2019 GENERAL (9132 | SHIPMAN AND GOODWIN | 363232 | 8,849 | |

| | | | | | | | | | |
|----------|-------|----------|----------|-------|-------------------------|---------------------|--------|---------------|-------------------------------|
| 19047700 | 56696 | 11/19/19 | 91320295 | 46556 | SEP 2019 GENERAL (9132 | SHIPMAN AND GOODWIN | 363232 | 8,418 | |
| 19047700 | 56696 | 01/07/20 | 91320295 | 46556 | OCT 2019 GENERAL | SHIPMAN AND GOODWIN | 364706 | 845 | |
| | | | | | NOV 2019 GENERAL | SHIPMAN AND GOODWIN | | 2,373 | |
| | | | | | DEC 2020 GENERAL | SHIPMAN AND GOODWIN | | 618 | |
| | | | | | JAN 2020 GENERAL | SHIPMAN AND GOODWIN | | <u>6,240</u> | |
| | | | | | | P.O. 91320295 | 80000 | 27,570 | 52,430 <-- Reduce by \$25,000 |
| 19047700 | 56696 | 11/19/19 | 91320296 | 46556 | AUG 2019 LABOR (9132029 | SHIPMAN AND GOODWIN | 363232 | 585 | |
| 19047700 | 56696 | 11/19/19 | 91320296 | 46556 | SEP 2019 LABOR (913202 | SHIPMAN AND GOODWIN | 363232 | 2,373 | |
| 19047700 | 56696 | 12/05/19 | 91320296 | 46556 | OCT 2019 LABOR (913202 | SHIPMAN AND GOODWIN | 365097 | 5,005 | |
| | | | | | NOV 2019 LABOR | SHIPMAN AND GOODWIN | | 9,664 | |
| | | | | | DEC 2019 LABOR | SHIPMAN AND GOODWIN | | 7,961 | |
| | | | | | JAN 2020 LABOR | SHIPMAN AND GOODWIN | | <u>10,759</u> | |
| | | | | | | P.O. 91320296 | 80000 | 36,347 | 43,654 <-- Reduce by \$10,000 |
| 19047700 | 56696 | 10/04/19 | 91320293 | | JUL 2019 (91320293) | W MARTYN PHILPOT JR | 362208 | 13,376 | |
| 19047700 | 56696 | 10/04/19 | 91320293 | | AUG 2019 (91320293) | W MARTYN PHILPOT JR | 362208 | 792 | |
| 19047700 | 56696 | 10/15/19 | 91320293 | | SEP 2019 (91320293) | W MARTYN PHILPOT JR | 362481 | 2,035 | |
| 19047700 | 56696 | 11/19/19 | 91320293 | | OCT 2019 (91320293) | W MARTYN PHILPOT JR | 363234 | 3,309 | |
| 19047700 | 56696 | 12/12/19 | 91320293 | | NOV 2019 (91320293) | W MARTYN PHILPOT JR | 363885 | 616 | |
| | | | | | | P.O. 91320293 | 80000 | 20,127 | 59,873 <-- Reduce by \$25,000 |
| | | | | | | | | 273,884 | |

EXHIBIT F

**EXECUTED
ORIGINAL**

**AGREEMENT
BY AND BETWEEN
THE NEW HAVEN BOARD OF EDUCATION
AND
THE LAW OFFICE OF W. MARTYN PHILPOT, JR., LLC
FOR
GENERAL LEGAL SERVICES**

A19-0916

PART I

This Agreement, consisting of Parts I and II and Exhibits A and B entered into this 8th day of October, 2019, effective the 1st day of July, 2019, by and between the New Haven Board of Education (hereinafter referred to as the "Board"), and the Law Office of W. Martyn Philpot, Jr., LLC, with offices at 409 Orange Street, New Haven, Connecticut. (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Board has determined that it needs the services of an attorney to provide it with general advice and opinions, leases, contracts, student expulsions, personnel investigations, administrative hearings, and litigation defense, among other things; and

WHEREAS, the Contractor submitted his qualifications; and

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

WHEREAS, funds for this Agreement are available from 190-47700-56696, pursuant Purchase Order No. 91320293 – 000 FY 2020.

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

SECTION 1: ENGAGEMENT

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

102. The person in charge of administering the services described under this Agreement on behalf of the Board shall be the *Michael J. Pinto, Esq., Chief Operating Officer*, or such other person as they shall designate in writing.

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

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

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

SECTION 2: SCOPE OF SERVICES

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

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

203. The services to be performed by the Contractor shall consist of providing general legal advice to the Board, in such areas as described in Exhibit A, attached hereto and incorporated herein by reference at the blended and discounted hour rate of \$220 per hour. The total amount payable hereunder shall not exceed shall not exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00).

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

205. The Contractor shall comply with the provisions of the Student Data Privacy Agreement attached hereto as Exhibit B, in accordance with State law, and shall comply with all Federal and State laws regarding the confidentiality of student records and student data.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The Board will provide the Contractor with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder, and will endeavor to secure materials or information from other sources requested by the Contractor for the purpose of carrying out services under this Agreement.

SECTION 4: TIME OF PERFORMANCE

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

402. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the Board, unless otherwise terminated by the parties hereto, but in any event shall terminate on June 30, 2020.

SECTION 5: COMPENSATION

501. The Board shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement in an amount not to exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00), dispersed as follows and as more fully set out in Exhibit A, attached hereto and incorporated herein by reference :

- a. Two Hundred Five Dollars and Zero Cents (\$220.00) per hour for services referenced above and accepted by the Board for services provided by Attorney W. Martyn Philpot, Jr. and any partner or associate of the firm.
- b. The Board will reimburse the Contractor for the actual invoice cost of out-of-state telephone calls; extraordinary printing, graphics or reproduction costs; and, when requested by the Board, special delivery or courier costs. No other direct costs incurred by the Contractor in performing legal services under this Agreement will be reimbursed by the Board without the Board's express prior written approval.
- c. The Board will reimburse the Contractor for the actual invoice cost of independent medical examinations, accident reports, medical reports, sheriff's fees, deposition fees, or any out-of-state travel expense or other costs necessary to the defense of the Board.

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

503. Payments to the Contractor under this Agreement by the Board are conditioned upon on approval of itemized Statements, with attached invoices, **CERTIFIED** by the Contractor and submitted not more often than once a month. Each Statement shall itemize each function performed, the time spent on each function, and the fee charged for each function, based upon the fee amounts set forth in Sections 501. **The original of each such Statement shall be sent to the New Haven Board of Education, or to such other person or entity as may be designated by the Board, within thirty (30) days of the conclusion of the billing month. Statements**

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

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

SECTION 6: INSURANCE

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

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

603. Intentionally left blank.

SECTION 7: TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

CONTRACTOR: W. Martyn Philpot, Jr., Esquire
409 Orange Street
New Haven, Connecticut 06511

BOARD: Michael J. Pinto, Esq., Chief Operating Officer
New Haven Board of Education
54 Meadow Street
New Haven, Connecticut 06519

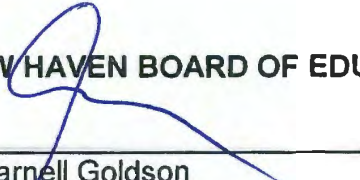
IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESS:

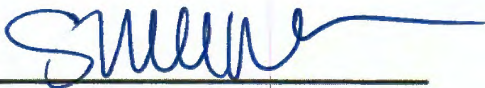


BY:

NEW HAVEN BOARD OF EDUCATION



Darnell Goldson
Board President

Approved as to Form and
Correctness



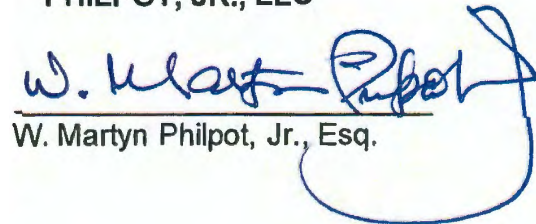
Stacy L. Werner
Senior Assistant Corporation Counsel

WITNESS:


Tiffany T. Yates

LAW OFFICE OF W. MARTYN
PHILPOT, JR., LLC

BY:


W. Martyn Philpot, Jr., Esq.



LAW OFFICE OF
W. MARTYN PHILPOT, JR., L. L. C.
409 ORANGE STREET, NEW HAVEN, CONNECTICUT 06511-6406



W. MARTYN PHILPOT, JR.
ROBERT J. VONTELL

TEL (203) 624-4666
FAX (203) 624-5050
EMAIL: lawoffice@philpotlaw.net

May 28, 2019

Sent via email and regular mail

Michael J. Pinto, Esq.
Chief Operating Officer
New Haven Board of Education
54 Meadow Street
New Haven, CT 06519

Re: Renewal of Agreement for Legal Services

Dear Mr. Pinto:

As per your request, the following is this firm's Scope of Services to be performed by the Law Office of W. Martyn Philpot, Jr., LLC at the request of the Board and the Superintendent. Attorney Martyn Philpot and Attorney Robert Vontell will provide the following specific areas of legal services:

- ◆ General Legal Advice/Opinions
- ◆ Contracts/Leases
- ◆ Expulsions
- ◆ Personnel Investigations
- ◆ Litigation Defense
- ◆ Administrative Hearings, including but not limited to the Commission on Human Rights and Opportunities.

Our modified hourly rate is \$220 per hour¹ and the total compensation for the terms of the contract is Eighty Thousand Dollars (\$80,000.00),

If you need any additional information, please do not hesitate to contact the undersigned at anytime. Thank you for your attention to this matter.

Sincerely, I remain

W. Martyn Philpot, Jr.

WMP:tm

¹ This firm's regular billing rate is \$400 per hour.

FEE SCHEDULE

Partner/Jr. Partner

\$220.00/hour

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.

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

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

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

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

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

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

4. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the City, and the City's decision regarding

such claims and disputes shall be final. Particularly with respect to this Section and Section 5 above, the City reserves the right to inspect Contractor's records with respect to this Agreement and specifically, without limiting the generality of the foregoing, payroll and employee records with respect to the work performed pursuant to this Agreement.

5. Equal Employment Opportunity.

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

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

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

- i) To send to each labor union or representative of workers with whom the Contractor has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under the equal opportunity clause of the City, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;
- ii) To utilize State of Connecticut Labor Department and City sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- iii) To take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Agreement;
- iv) To cooperate with City departments in implementing required Agreement obligations for increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- v) To furnish all information and reports required by the contract compliance director pursuant to sections 12 ½-19 through 12 ½-33 of the City's Code of General Ordinances and to permit access to the Contractor's books, records, and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the program;
- vi) To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one or more federal assistance programs, the Contractor or the City may ask the United States to enter into such litigation to protect the interest of the United States;

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

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

7. Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City, provided, however, that claims for money due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

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

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

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

STANDARD BILLING PROCEDURE FOR CITY OF NEW HAVEN **CONTRACTORS**

Staffing:

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

Duplication of effort within the firm must be avoided.

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

Adequacy of Descriptions:

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

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

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

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

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

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

Legal Counsel Business Overhead – Non-billable Fees:

Clerical and/or Administrative Activities:

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

Non-billable Fee Activities:

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

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

Non-billable Disbursements:

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

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

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

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

EXHIBIT G

Amita Rossetti

Subject: FW: Email 2

From: RIVERA, YESENIA
Sent: Saturday, May 16, 2020 10:05 AM
To: darnell goldson <dagoldson@gmail.com>
Cc: Ed Joyner <joyneredward57@yahoo.com>; GOLDSOON, DARNELL <DARNELL.GOLDSOON@new-haven.k12.ct.us>; Mayor Justin Elicker <jelicker@newhavenct.gov>; Larry Conaway <larryconaway2001@gmail.com>; WILCOX, MATT <MATT.WILCOX@new-haven.k12.ct.us>; RIVERA, YESENIA <YESENIA.RIVERA@new-haven.k12.ct.us>; Tamiko Jackson-McArthur <boetamiko@gmail.com>
Subject: Re: Privilege - Mitch McConnell told former President Barack Obama to “keep his mouth shut.”

Fellow board members,

There is no question that what Mitch McConnell did to President Obama was disrespectful, unacceptable and shouldn't be tolerated. If that were the case here I'd be standing alongside Mr. Goldson.

The issue at hand on our board is quite different. No one has told or tried to shut up or censor any other fellow member.

What actually happened was a reading back of bylaw 9325(a) section H when Mr. Goldson was insinuating that funds from an African American contractor were being reallocated to a Caucasian contractor based on racial motivations of two NHPS employees.

The bylaws are clear as to our conduct. These are the same bylaws Mr. Goldson had printed and distributed to all board members, the same bylaws he likes to cite when it serves his purpose, the same bylaws we must all adhere to.

Maybe we should all revisit bylaw 9325(a) as it relates to our conduct on this board.

Food for thought.... instead of wasting countless hours, energy and brain damage on this negativity how about we use it to better our board, the staff and most importantly our students. Kids first!!

Yesenia Rivera, BSBM
New Haven Public Schools
President, Board of Education
Vice Chair, Finance & Operations Committee
Chair of Facilities Naming Committee
Cell: 203.988.0774

On May 16, 2020 12:57 AM, darnell goldson <dagoldson@gmail.com> wrote:

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<https://www.yahoo.com/huffpost/barack-obama-coronavirus-decisions-045613039.html>

Mitch McConnell told former President Barack Obama to “keep his mouth shut.”

Would he had said the same thing to former presidents Bush, Bush or even Clinton?

It seems that white privileged has no limits!

Well, I'm emboldened by this disrespect to our former president and I'm going to keep speaking out, whether certain folks are happy or not.

EXHIBIT H

Amita Rossetti

From: Penn, Phillip <Phillip.Penn@new-haven.k12.ct.us>
Sent: Monday, August 10, 2020 3:03 PM
To: Amita Rossetti
Subject: FW: Confidential: First Student Financial Model

From: darnell goldson <dagoldson@gmail.com>
Sent: Saturday, June 6, 2020 11:22 AM
To: Penn, Phillip <Phillip.Penn@new-haven.k12.ct.us>
Cc: Conaway, Larry <Larry.Conaway@new-haven.k12.ct.us>; Edward Joyner <joyneredward57@yahoo.com>; Elias A. Alexiades <EAlexiades@newhavenct.gov>; GOLDSON, DARNELL <DARNELL.GOLDSON@new-haven.k12.ct.us>; JACKSON-MCARTHUR, TAMIKO (DR) <DR.TAMIKO.JACKSON-MCARTHUR@new-haven.k12.ct.us>; JOYNER, EDWARD (DR) <DR.EDWARD.JOYNER@new-haven.k12.ct.us>; Larry Conaway <larryconaway2001@gmail.com>; Mayor Justin Elicker <jelicker@newhavenct.gov>; PINTO, MICHAEL <MICHAEL.PINTO@new-haven.k12.ct.us>; RIVERA, YESENIA <YESENIA.RIVERA@new-haven.k12.ct.us>; TRACEY, ILINE (DR.) <ILINE.TRACEY@new-haven.k12.ct.us>; WILCOX, MATT <MATT.WILCOX@new-haven.k12.ct.us>; tamiko mcarthur <BoeTamiko@gmail.com>, <BoeTamiko@gmail.com>
Subject: Re: Confidential: First Student Financial Model

CAUTION:

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“We negotiated completely eliminating some expenses for all three months,”
Which expenses were complete eliminated?

“while others we settled on eliminating only a percentage of them if we felt the partial reduction was justified.”
Which expenses were partially reduced and why?

“There was only one expense, depreciation, on which they were unwilling to move.”
Why did they hold fast to not negotiating this expense and why?

“The amount for the month of March was calculated through a negotiated percentage (10) of savings for the costs of the non-operating days.”

They didn’t operate for over 50% of March, why would we agree to only a 10% reduction?

Thanks

Darnell

Amita Rossetti

From: Penn, Phillip <Phillip.Penn@new-haven.k12.ct.us>
Sent: Monday, August 10, 2020 3:01 PM
To: Amita Rossetti
Subject: FW: Response/Questions related to the June 4, 2020-21 Budget Memo

From: GOLDSOHN, DARNELL <DARNELL.GOLDSOHN@new-haven.k12.ct.us>
Sent: Sunday, June 7, 2020 11:21 PM
To: TRACEY, ILINE (DR.) <ILINE.TRACEY@new-haven.k12.ct.us>; Penn, Phillip <Phillip.Penn@new-haven.k12.ct.us>
Cc: tamiko mcarthur <BoeTamiko@gmail.com>, <BoeTamiko@gmail.com>; Nico Rivera <nicorivera825@gmail.com>; "Dr. Edward Joyner" <joyneredward57@yahoo.com> <joyneredward57@yahoo.com>; WILCOX, MATT <MATT.WILCOX@new-haven.k12.ct.us>; Darnell <dagoldson@gmail.com>; Lihame Arouna <arounalihame@gmail.com>; Larry Conaway <larryconaway2001@gmail.com>; RIVERA, YESENIA <YESENIA.RIVERA@new-haven.k12.ct.us>; Mayor Justin Elicker <jelicker@newhavenct.gov>
Subject: Re: Response/Questions related to the June 4, 2020-21 Budget Memo

We are 23 days from the start of a new budget year. We have to start making some decisions soon. I understand the difficulty with working in a Covid 19 environment, but these problems existed before the pandemic and are exasperated by the our current situation. There doesn't appear to be a sense of urgency with leadership, and the lack of answers to my questions makes me even more concerned that we will wait to the last minute and then place the blame for lack of planning on someone or something else.

Ok, a memo was sent out to us titled "2020-21 Budget", which stated that we had to mitigate a \$9.8 MM budget deficit. It also stated that we were saving \$1.8 MM after budget negotiations with the transportation company (I still believe that is too low by at least \$1 MM, but I can't tell for sure because my questions posed on Friday and Saturday have not been answered completely).

\$8 MM is the current number told to us by leadership.

I responded to that email with a series of questions related to the memo and its contents, which again have not been completely answered. Instead, I was basically told; 1) to go back and look at previous presentations and 2) we don't have some answers yet.

So I'm going to review the previous presentations and compile the answers here for myself and my fellow board members so we are all working from the same info. This information is gleaned from the April 20th budget presentation.

1st Set of Questions

1. **Returning coaches to classroom teaching** - how many coaches exist in the system and what are their average salaries? What are the expected savings? **30 positions for \$1.9 MM**

2. **Reducing certified staff (through resignation or retirement)** - what is the expected savings? **30 positions for \$1.8 MM (I would imagine this would have to be done within the next 2 months for planning purposes. I also am concerned as to how this could be accomplished with social distancing standards needed. We would need more teaching staff, not less.**
3. **Managing downward the offered salary to new hires** - what are the expected savings and how would this occur subject to union agreements? **\$150 K**
4. **Adjusting bell times for elementary schools for transportation savings** - what are the expected savings and how would those savings be achieved? How is this affected by the possibility of less students per bus (Covid social distancing) as well as staggered days? **\$1.8 MM for negotiated agreement [which counts towards this years deficit, not next year] & \$1.3 for bell time changes (not sure ow this works if we have to add buses for social distancing)**
5. **Eliminating two currently vacant Central Office administrator positions** - what positions are you referring to and what are the expected savings? **NOT in the 4/20 budget presentation**
6. **Not replacing two assistant principal positions** - what schools would be affected? What about the recently vacated principal position? **\$300 K**
7. **Examining a retirement incentive program** - what are the expected savings? Since this is so time sensitive and labor intensive through negotiations with several unions, how would this be achieved for this 20-21 FY? **NOT in the 4/20 budget presentation**
8. **Asking each school for a 5% reduction in non-personnel costs** - what are the expected savings? What non personnel costs remain which could be cut? **NOT in the 4/20 budget presentation**
9. **Significantly reduce General Fund part time positions** - What part time positions are being referred to here? What are the expected savings? **NOT in the 4/20 budget presentation**
10. **Negotiating two district wide furlough days** - what are the expected savings? **\$1.1 MM**
11. **Additional Funds generated by grant writer** - **\$250 K**
12. **Funds shifted from General Funds to Alliance** - **\$1.2 MM**

Dr. Tracey states that 1-6 have been answered in other budget presentations. This is incorrect. I have reviewed several presentations and do not see #5 (Eliminating two currently vacant Central Office administrator positions). **Can you please answer the question as to what positions you are looking to eliminate.**

The savings listed so far are \$8 MM, but several are HIGHLY suspect either because they are extremely detrimental to teaching and learning in the system, have been tried previously and have not been successful, or are extremely difficult to accomplish in a Covid 19 environment (highlighted in yellow). Those items add up to \$3.4 MM, 42% of your projected savings.

As a member of this board for 5 years, I'll say it in no uncertain terms, these proposed savings are not realistic. If this is our plan after 6 months of planning, I am very concerned about our path forward.

2nd set of questions

Question - Additionally, where is our long term planning? When will we begin to consider closing schools, changing busing patterns, increasing online learning, etc?

Answer - We are still trying to figure out the bus nightmare if we have to do ten students per bus. At this time, due to uncertainties, we have to plan normal bus routes. In mid June, the state will issue more guidelines to school reopening and what busing would be like.

Question - At the end of last year we discussed looking at some long term planning, including perhaps shuttering another school or two

Answer - Questions were also asked about potential school closings--this can be considered when we do a facilities analysis which is in the works. It would also have to take into consideration enrollment patterns and the capacities in schools. This is still not long term solution.

My response - A year and a half ago we closed one school and consolidated an additional 3 schools. We eliminated three leases on non NHPS buildings. We didn't need a fancy and costly facilities study to get it done, and we were VERY successful, saving millions of dollars. I Despite Covid 19, closing one school would not be that difficult.

Question - Also, though Hartford and Bridgeport have nearly the same number of students, they receive significantly more state and local funding. When are we going to consider demanding more funding from the state?

Answer - NO ANSWER

Question - This is a presidential election year, as well as federal reps and state reps. When, if ever, are we going to develop an agenda for lobbying and securing commitments from these candidates/ reps?

Answer - NO ANSWER

Question - What is the timetable for reviewing possible cost savings both for this upcoming year and the next year after?

Answer - NO ANSWER

From: TRACEY, ILINE (DR.) <ILINE.TRACEY@new-haven.k12.ct.us>
Sent: Sunday, June 7, 2020 9:16 PM
To: GOLDSOON, DARNELL <DARNELL.GOLDSOON@new-haven.k12.ct.us>; Penn, Phillip <Phillip.Penn@new-haven.k12.ct.us>
Cc: tamiko mcarthur <BoeTamiko@gmail.com>, <BoeTamiko@gmail.com>; Nico Rivera <nicorivera825@gmail.com>; "Dr. Edward Joyner" <joyneredward57@yahoo.com> <joyneredward57@yahoo.com>; WILCOX, MATT <MATT.WILCOX@new-haven.k12.ct.us>; Darnell <dagoldson@gmail.com>; Liame Arouna <arounalihame@gmail.com>; Larry Conaway <larryconaway2001@gmail.com>; RIVERA, YESENIA <YESENIA.RIVERA@new-haven.k12.ct.us>; Mayor Justin Elicker <jelicker@newhavenct.gov>; TRACEY, ILINE (DR.) <ILINE.TRACEY@new-haven.k12.ct.us>
Subject: Re: Response/Questions related to the June 4, 2020-21 Budget Memo

Good Evening Mr. Goldson,

Thank you for your queries regarding the update from Mr. Penn regarding possible mitigation efforts for the budget. For numbers 1-7 those were already delineated in the budget presentations we have been giving for the past months. Items 7-9 are others that the team considered after the Alders only gave no more than an increase in \$1 million dollars.

Numbers 1-6 and 10 have been rolling pieces in our budget presentation with projected estimated costs attached to them. The same ones we have been discussing with the management groups that Mr. Goldson had previously set up for us.

We will have to figure out the potential savings for items 7-9. Currently, part time on general funds is about \$2 million dollars. We just wanted to share our thinking with the Board.

We are still trying to figure out the bus nightmare if we have to do ten students per bus. At this time, due to uncertainties, we have to plan normal bus routes. In mid June, the state will issue more guidelines to school reopening and what busing would be like.

Questions were also asked about potential school closings--this can be considered when we do a facilities analysis which is in the works. It would also have to take into consideration enrollment patterns and the capacities in schools. This is still not long term solution.

I know this may not answer all your questions.

Best,

Iline Tracey, Ed.D.

Interim Superintendent

New Haven Public Schools

54 Meadow Street, 5th FL

P: (475) 220-1003

F: (203) 946-7300

E: Iline.Tracey@new-haven.k12.ct.us

"Only the best is good enough."

From: GOLDSON, DARNELL <DARNELL.GOLDSON@new-haven.k12.ct.us>

Sent: Saturday, June 6, 2020 12:43 PM

To: Penn, Phillip <Phillip.Penn@new-haven.k12.ct.us>; TRACEY, ILINE (DR.) <ILINE.TRACEY@new-haven.k12.ct.us>

Cc: tamiko mcarthur <BoeTamiko@gmail.com>, <BoeTamiko@gmail.com>; Nico Rivera <nicorivera825@gmail.com>;

"Dr. Edward Joyner" <joyneredward57@yahoo.com> <joyneredward57@yahoo.com>; WILCOX, MATT

<MATT.WILCOX@new-haven.k12.ct.us>; Darnell <dagoldson@gmail.com>; Lihame Arouna <arounalihame@gmail.com>;

Larry Conaway <larryconaway2001@gmail.com>; RIVERA, YESENIA <YESENIA.RIVERA@new-haven.k12.ct.us>; Mayor

Justin Elicker <jelicker@newhavenct.gov>

Subject: Response/Questions related to the June 4, 2020-21 Budget Memo

1. **Returning coaches to classroom teaching** - how many coaches exist in the system and what are their average salaries? What are the expected savings?
2. **Reducing certified staff (through resignation or retirement)** - what is the expected savings?
3. **Managing downward the offered salary to new hires** - what are the expected savings and how would this occur subject to union agreements?

4. **Adjusting bell times for elementary schools for transportation savings** - what are the expected savings and how would those savings be achieved? How is this affected by the possibility of less students per bus (Covid social distancing) as well as staggered days?
5. **Eliminating two currently vacant Central Office administrator positions** - what positions are you referring to and what are the expected savings?
6. **Not replacing two assistant principal positions** - what schools would be affected? What about the recently vacated principal position?
7. **Examining a retirement incentive program** - what are the expected savings? Since this is so time sensitive and labor intensive through negotiations with several unions, how would this be achieved for this 20-21 FY?
8. **Asking each school for a 5% reduction in non-personnel costs** - what are the expected savings? What non personnel costs remain which could be cut?
9. **Significantly reduce General Fund part time positions** - What part time positions are being referred to here? What are the expected savings?
10. **Negotiating two district wide furlough days** - what are the expected savings?

Additionally, where is our long term planning? When will we begin to consider closing schools, changing busing patterns, increasing online learning, etc?

Also, though Hartford and Bridgeport have nearly the same number of students, they receive significantly more state and local funding. When are we going to consider demanding more funding from the state?

This is a presidential election year, as well as federal reps and state reps. When, if ever, are we going to develop an agenda for lobbying and securing commitments from these candidates/ reps?

What is the timetable for reviewing possible cost savings both for this upcoming year and the next year after?

Amita Rossetti

From: Penn, Phillip <Phillip.Penn@new-haven.k12.ct.us>
Sent: Monday, August 10, 2020 3:01 PM
To: Amita Rossetti
Subject: FW: Confidential: First Student Financial Model

For context, 6/6 was a Saturday.

From: GOLDSOHN, DARNELL <DARNELL.GOLDSOHN@new-haven.k12.ct.us>
Sent: Monday, June 8, 2020 1:07 AM
To: darnell goldson <dagoldson@gmail.com>; Penn, Phillip <Phillip.Penn@new-haven.k12.ct.us>
Cc: Conaway, Larry <Larry.Conaway@new-haven.k12.ct.us>; Edward Joyner <joyneredward57@yahoo.com>; Elias A. Alexiades <EAlexiades@newhavenct.gov>; JACKSON-MCARTHUR, TAMIKO (DR) <DR.TAMIKO.JACKSON-MCARTHUR@new-haven.k12.ct.us>; JOYNER, EDWARD (DR) <DR.EDWARD.JOYNER@new-haven.k12.ct.us>; Larry Conaway <larryconaway2001@gmail.com>; Mayor Justin Elicker <jelicker@newhavenct.gov>; PINTO, MICHAEL <MICHAEL.PINTO@new-haven.k12.ct.us>; RIVERA, YESENIA <YESENIA.RIVERA@new-haven.k12.ct.us>; TRACEY, ILINE (DR.) <ILINE.TRACEY@new-haven.k12.ct.us>; WILCOX, MATT <MATT.WILCOX@new-haven.k12.ct.us>; tamiko mcarthur <BoeTamiko@gmail.com>, <BoeTamiko@gmail.com>
Subject: Re: Confidential: First Student Financial Model

Mr. Penn,

I sent a set of questions to you on 6/6 at 11:22 am have not received a response, so I am sending again.

These questions are meant to better improve my understanding of how this agreement was negotiated. proving the answers and facts would make the approval process a lot smoother.

1) Your comment - "The amount for the month of March was calculated through a negotiated percentage (10) of savings for the costs of the non-operating days."

My follow up question - They didn't operate for over 50% of March, why would we agree to only a 10% reduction? I've also learned over the weekend after speaking with several drivers that they did not pay wages for the two and a half weeks in March. From their financial report, their historical costs for March driver compensation as \$1.43 MM. There were 22 driving days in March 2020, they only paid drivers for 9 of those days, or 41% , leaving them a windfall of \$843 K in unpaid salaries for the 13 non operated days, which doesn't even include the other costs they saved through lack of performance. Your document states that they credited the NHPS for \$179 K for March, a difference of \$664K. Please explain why they get to keep \$664K in unpaid wages.

2) Your comment - "We negotiated completely eliminating some expenses for all three months,"

My follow up question - Which expenses were complete eliminated?

3) Your comment - "while others [expenses] we settled on eliminating only a percentage of them if we felt the partial reduction was justified."

My follow up question - Which expenses were partially reduced, by how much and why?

4) Your comment - "There was only one expense, depreciation, on which they were unwilling to move."
My follow up question - Why did they hold fast to not negotiating this expense and why? I would also add that at the meeting I will ask for a crash course on this line item. I may misunderstand what it is, it appears to be free money to the company.

Thanks.

Darnell

From: darnell goldson <dagoldson@gmail.com>

Sent: Saturday, June 6, 2020 11:21 AM

To: Penn, Phillip <Phillip.Penn@new-haven.k12.ct.us>

Cc: Conaway, Larry <Larry.Conaway@new-haven.k12.ct.us>; Edward Joyner <joyneredward57@yahoo.com>; Elias A. Alexiades <EAlexiades@newhavenct.gov>; GOLDSON, DARNELL <DARNELL.GOLDSON@new-haven.k12.ct.us>; JACKSON-MCARTHUR, TAMIKO (DR) <DR.TAMIKO.JACKSON-MCARTHUR@new-haven.k12.ct.us>; JOYNER, EDWARD (DR) <DR.EDWARD.JOYNER@new-haven.k12.ct.us>; Larry Conaway <larryconaway2001@gmail.com>; Mayor Justin Elicker <jelicker@newhavenct.gov>; PINTO, MICHAEL <MICHAEL.PINTO@new-haven.k12.ct.us>; RIVERA, YESENIA <YESENIA.RIVERA@new-haven.k12.ct.us>; TRACEY, ILINE (DR.) <ILINE.TRACEY@new-haven.k12.ct.us>; WILCOX, MATT <MATT.WILCOX@new-haven.k12.ct.us>; tamiko mcarthur <BoeTamiko@gmail.com>, <BoeTamiko@gmail.com>

Subject: Re: Confidential: First Student Financial Model

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"We negotiated completely eliminating some expenses for all three months,"

Which expenses were complete eliminated?

"while others we settled on eliminating only a percentage of them if we felt the partial reduction was justified."

Which expenses were partially reduced and why?

"There was only one expense, depreciation, on which they were unwilling to move."

Why did they hold fast to not negotiating this expense and why?

"The amount for the month of March was calculated through a negotiated percentage (10) of savings for the costs of the non-operating days."

They didn't operate for over 50% of March, why would we agree to only a 10% reduction?

Thanks

Darnell

EXHIBIT I

Amity Rossetti

From: Penn, Phillip <Phillip.Penn@new-haven.k12.ct.us>
Sent: Wednesday, October 7, 2020 1:35 PM
To: Amity Rossetti
Subject: Fwd: 54 Meadow press conference

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From: Zahn, Brian <Brian.Zahn@hearstmediact.com>
Sent: Wednesday, October 7, 2020 1:01 PM
To: Penn, Phillip
Subject: 54 Meadow press conference

CAUTION:

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, Phil:

Representatives of the New Haven Clergy Association held a press conference today in front of 54 Meadow about the lawsuit against Darnell. Rev. Boise Kimber made the claim that you are the complainant and he made several claims: namely that you're an outsider to the city but also that you have "no sympathy or respect for Black people." I have not seen any official confirmation that you have anything to do with this \$14,000 maximum legal contract or the complaint and no one making that claim was able to share proof either. I did want to reach out for comment, though, because you were singled out. I wanted to offer the opportunity to respond if you'd like.

Thanks,
Brian

Brian Zahn
Education and Alders Reporter
New Haven Register
203-556-6064 (cell)
860-685-9127 (desk)