



NEW HAVEN PUBLIC SCHOOLS
NEW HAVEN, CONNECTICUT

Minutes – Special Board of Education Meeting – August 1, 2019

- 524**
Hire Independent
Counsel
- On the motion by Mr. Goldson, seconded by Dr. Joyner, it was unanimously voted to hire independent counsel to investigate the alleged harassment complaint against the Superintendent by a subordinate. The Board grants the Executive Committee the authority to review and approve a contract with counsel.
-
- 525-19**
Investigate
Harassment
Allegation
- On the motion by Mr. Goldson, seconded by Dr. Joyner, it was unanimously voted to investigate the harassment complaint filed against an assistant superintendent by a subordinate through the usual Human Resources process by NHPS staff.
-
- 526-19**
NH Corp Counsel
- On the motion by Dr. Joyner, seconded by Mr. Wilcox, it was unanimously voted to draft correspondence and forward to NH Corporation Counsel informing them of the Board's decisions related to these two cases and our desire for that office to cease and desist from engaging in these matters.
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- 527-19**
Adjournment
- On the motion by Mr. Wilcox, seconded by Dr. Joyner, it was unanimously voted to adjourn at 7:30 p.m.

Respectfully submitted,

Ginger McHugh

Recording Secretary

"A video of the meeting is available on the NHPS website, NHPS.net, Public Meetings"

**AGREEMENT
BY AND BETWEEN
THE NEW HAVEN BOARD OF EDUCATION
AND
JEFFREY S. BAGNELL, ESQ., LLC
FOR
LEGAL SERVICES**

**EXECUTED
ORIGINAL**

PART I

This Agreement, consisting of Parts I and II, entered into this 18th day of November, 2019, effective the 12th day of August, 2019, by and between the Board of Education of the City of New Haven (hereinafter referred to as the "Board"), and Jeffrey S. Bagnell, Esq., LLC with offices at 55 Greens Farms Road #200-60, Westport, CT 06880 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Board has determined that it needs the services of a law firm to assist the Board with legal services regarding a hostile work environment investigation; and

WHEREAS, the Contractor submitted its qualifications; and

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

WHEREAS, funds for this Agreement are available from Account 190-47700-56696 pursuant Purchase Order No. 91321612-000 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 *Darnell Goldson, Board President* 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 *Jeffrey S. Bagnell, Esquire*, or such other qualified person as is designated in writing by the Contractor and accepted by the Board.

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

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

SECTION 2: SCOPE OF SERVICES

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

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

203. The services to be performed by the Contractor shall consist of providing legal services to the Board regarding a hostile work environment investigation as more described in Exhibit A, attached hereto and incorporated herein by reference. The total amount payable hereunder shall not exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).

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.

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 Ten Thousand Dollars and Zero Cents (\$10,000.00), dispersed as follows:

- a. Two Hundred Twenty-Five Dollars and Zero Cents (\$250.00) per hour, for services provided by Jeffrey S. Bagnell, Esq., or 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 the New Haven Board of Education, or to such other person or entity as may be designated by the Board, within thirty (30) days of the conclusion of the billing month. Statements submitted more than thirty (30) days after the conclusion of the billing month shall not be honored for payment. In addition, the Board may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs in connection with work performed under this Agreement as it deems necessary. The Contractor shall comply with "Billing Procedure for City of New Haven Contractors" attached hereto and incorporated herein by reference. Where "Billing Procedure" conflicts with Part 1, Part 1 shall control.

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

SECTION 6: INSURANCE

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

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

603. 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 or Exhibit A 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: Jeffrey S. Bagnell, Esq.
55 Greens Farms Road #200-60
Westport, Connecticut 06880

BOARD: Darnell Goldson, Board President
New Haven Board of Education
c/o Superintendent's Office
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:

Erin Hansen

NEW HAVEN BOARD OF EDUCATION

BY:

[Signature]
Darnell Goldson
Board President

WITNESS:

R. L. Ark

JEFFREY S. BAGNELL, ESQ., LLC

BY:

[Signature]
Jeffrey S. Bagnell, Esquire
Duly Authorized

EXHIBIT A

JEFFREY S. BAGNELL

JEFFREY S. BAGNELL, ESQ., LLC

25 GREENE FARMS ROAD, #100-60
HARTFORD, CONNECTICUT 06105

JEFFREY.S.BAGNELL@J.S.BAGNELL.LLCS.COM

August 12, 2019

VIA EMAIL

Daniel Gibson, Ph.D.
President
New Haven Board of Education
200 Main Street
New Haven, Connecticut 06510

Re: Health Work Environment Investigation, New Haven Public Schools

Dear Dr. Gibson:

This will serve to confirm the terms and conditions under which I have agreed to investigate recent allegations of a health work environment in the New Haven school system.

My contract under this agreement will include a thorough investigation of the allegations at issue, interviews of all relevant witnesses, as well as any and all documents relating to the allegations, conferring with Board members regarding the progress of the investigation, and ultimately a written summary and report of my findings after the investigation is completed. We have agreed that my normal hourly rate will be reduced to \$220 per hour and my total fee will not exceed \$10,000 without prior Board approval. I acknowledge that the Board retains the right to terminate the investigation at any time, provided that any fees and costs incurred by my office will be timely paid in the event.

During my representation, the Board agrees to reimburse or reimburse out-of-pocket expenses. These expenses may include, but not be limited to, all court filing fees, court fees, private investigations, photographs, telephone calls, mileage, photocopying and travel expenses. Bills exceeding a balance due are due upon presentation, and bills remaining due after 30 days incur a finance charge of one percent (1%) a month.

In the event of a dispute with respect to my fees, any disagreement shall be subject to binding arbitration in Fairfield County, Connecticut under the expedited rules of the American Arbitration Association.

If the foregoing terms are acceptable to you, please sign this letter where indicated below and return it to me along with your retainer check.

Darnell Goldson, Ph.D.
August 12, 2019
Page 2

I look forward to working with you and helping the Board to resolve this matter to your satisfaction.

Sincerely yours,

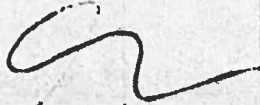
JEFFREY S. BAGNELL, ESQ., LLC

By:



Jeffrey S. Bagnell

AGREED AND ACCEPTED



Darnell Goldson, Ph.D.
For the Board of Education

Date: August 16, 2019



CITY OF NEW HAVEN

BUREAU OF PURCHASES

www.cityofnewhaven.com/purchasingbureau

New Haven



2008

200 ORANGE STREET
Toni N. Harp Mayor

Approved Marshal List FY 19/20

Marshal must be on this list and the fee schedule (below) has been agreed upon by all parties.

JAMES W. MORRISSEY 305 COUNTRY HILL DRIVE WEST HAVEN, CT 06516 tracymorrissey@yahoo.com (203)640-6659	H. MARK DEANGELIS P.O. BOX 185471 HAMDEN, CT 06518 hmdeangelis@sbcglobal.net (203)215-7857	ROBERT S. MILLER 32 ELM STREET FIRST FLOOR LEFT NEW HAVEN, CT 06510 rmiller.statemarshal@snet.net (203)787-4805
BRIAN MEZICK 35 ELM STREET NEW HAVEN, CT 06510 statemarshal@mezick.com (203)684-3100	FRANK SANDILLO P. O. BOX 5793 HAMDEN, CT 06518 (203)494-2240 fsandillo@comcast.net	GERALD V. CAPPIELLO P.O. BOX 1678 NEW HAVEN, CT 06507 gmia1028@aol.com (203)640-4088
JEFFREY BALLETO 724 MIDDLETOWN AVE NEW HAVEN, CT 06513 jballettostatemarshal@gmail.com (203)500-4933	PETER J CRISCUOLO 54 FIELDSTONE COURT NORTH HAVEN, CT 06473 peterjcriscuolo@gmail.com (203)640-4587	MARK WINIK PO BOX 2076 115 HIGHLAND AVENUE BRANFORD, CT 06405 mwinik.statemarshal@gmail.com (203)433-2160

Approved Marshal Fee Schedule

Service	CONH Fee
Foreclosure	\$30.00
Legal Document Service same address	\$10.00
Legal Document Service different address	\$30.00
Per Page Copy charge	\$1.00
Endorsement Fee	\$0.40
Mileage Fee (paying IRS Rate)	\$0.56
Zoning Notice	\$30.00
Personal Property Tax Warrants	15 %

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)
- Taxies 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

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 Apprenticeship 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.

Jean Iannuzzi

From: Michael Gormany
Sent: Wednesday, January 15, 2020 1:01 PM
To: Jean Iannuzzi; Carleen Laffitte
Cc: JUANITA MAZYCK; Patricia King
Subject: FW: BOE Attorney
Attachments: FY 19-20 BOA page 2-97.pdf

Jean

I am just getting to the entry below. In the FY 2019-20 budget, the Board of Alders approved a reimbursement from the Board of Education since a Corporation Counsel attorney is assigned to them. Please make the following entry to reimburse the salary account of Corporation Counsel. We are only using \$20K since the attorney did not start work July 1, 2019.

Debit:

19047700-56696 \$20,000

Credit

11331010-50110 \$20,000

Michael Gormany
City of New Haven Budget Director
Phone-203-946-6413
[Email-mgormany@newhavenct.gov](mailto:mgormany@newhavenct.gov)
www.newhavenct.gov

From: MAZYCK, JUANITA <JuanitaM@new-haven.k12.ct.us>
Sent: Thursday, August 22, 2019 2:48 PM
To: Michael Gormany <mgormany@newhavenct.gov>; HANNANS, KEISHA <KEISHA.REDD@new-haven.k12.ct.us>
Cc: John Rose <JRose@newhavenct.gov>; BIRKS, CAROL (DR.) (Superintendent) <DR.CAROL.BIRKS@new-haven.k12.ct.us>
Subject: RE: BOE Attorney

Yes it can be charged there.

Thanks

190 477 00 56696

From: Michael Gormany <mgormany@newhavenct.gov>
Sent: Thursday, August 22, 2019 1:28 PM
To: MAZYCK, JUANITA <JuanitaM@new-haven.k12.ct.us>; HANNANS, KEISHA <KEISHA.REDD@new-haven.k12.ct.us>
Cc: John Rose <JRose@newhavenct.gov>; BIRKS, CAROL (DR.) (Superintendent) <DR.CAROL.BIRKS@new-haven.k12.ct.us>
Subject: BOE Attorney

Juanita

As you know, part of the corporation counsel budget was to hire an attorney to assist the BOE. The amount budgeted as a reimbursement was \$30,000.

Do you want me to take the amount from the legal service line? I

Michael Gormany
Acting Budget Director
(P) 203-946-6413
(F) 203-946-7924

**CITY OF NEW HAVEN
FY 2019-20 BOARD OF ALDER APPROVED BUDGET**

Agency/Organization Old Position #, New Position #, Title	FY 18-19 BOA Approved				FY 18-19 ADJUSTED				FY 19-20 MAYOR'S				FY 19-20 BOA Approved			
	R	S	BU		R	S	BU		R	S	BU		R	S	BU	
133 CORPORATION COUNSEL																
101-Administration/Law Department																
100 Corporation Counsel	K		150,000	EXMGMT	K		181,250	EXMGMT	K		181,250	EXMGMT	K		181,250	EXMGMT
120 Deputy Corporation Counsel	0	0	108,991	1303-C			117,084	1303-C			119,426	1303-C			119,426	1303-C
140 Deputy Corporation Counsel	0	0	108,991	1303-C			117,084	1303-C			119,426	1303-C			119,426	1303-C
150 Assistant Corporation Counsel	0	0	72,842	1303-C			81,588	1303-C			83,229	1303-C			83,229	1303-C
170 Assistant Corporation Counsel	0	0	74,882	1303-C			82,506	1303-C			82,506	1303-C			84,804	1303-C
180 Assistant Corporation Counsel	0	0	77,912	1303-C			85,344	1303-C			87,446	1303-C			87,446	1303-C
190 Assistant Corporation Counsel	0	0	89,167	1303-C			96,787	1303-C			98,889	1303-C			98,889	1303-C
200 Assistant Corporation Counsel	0	0	78,021	1303-C			84,775	1303-C			86,737	1303-C			86,737	1303-C
210 Assistant Corporation Counsel	0	0	82,782	1303-C			87,842	1303-C			89,336	1303-C			89,336	1303-C
220 Assistant Corporation Counsel											86,737	1303-C			86,737	1303-C
250 Paralegal	7	7	60,276	3144	7	7	64,751	3144	7	7	66,370	3144	7	7	66,370	3144
330 Legal Executive Administrative	7	4	51,927	3144	7	4	55,782	3144	7	4	57,177	3144	7	4	57,177	3144
390 Assistant Corporation Counsel	0	0	66,963	1303-C			71,854	1303-C			73,302	1303-C			73,302	1303-C
510 Execut Asst To Corp Counsel	10	5	72,868	3144	10	5	78,277	3144	10	5	80,234	3144	10	5	80,234	3144
520 Legal Assistant II	7	4	51,927	3144	7	4	55,782	3144	7	4	57,177	3144	7	4	57,177	3144
1020 Paralegal	7	7	60,276	3144	7	7	64,751	3144	7	7	66,370	3144	7	7	66,370	3144
1030 Public Liability Investigator	6	9	60,249	3144	6	9	64,722	3144	6	9	66,341	3144	6	9	66,341	3144
1040 Legal Assistant II	7	7	60,276	3144	7	7	64,751	3144	7	7	66,370	3144	7	9	73,725	3144
1090 Legal Assistant II	7	8	63,409	3144	7	8	68,116	3144	7	8	0	3144	7	8	0	3144
BOE Reimbursement											(30,000)				(30,000)	
Sub-Total			1,391,759				1,503,046				1,518,323				1,527,776	
Full-Time Equivalent [FTE] count			18				18				18				18	
Part-Time Employee count			0				0				0				0	
134-Labor Relations																
8000 Director of Labor Relations	E7		116,799	EXMGMT	E7		116,799	EXMGMT	E7		116,799	EXMGMT	E7		116,799	EXMGMT
8005 Executive Admin Assistant/Dir of Lab	NE3		65,368	EXMGMT	NE3		68,637	EXMGMT	NE3		68,637	EXMGMT	NE3		68,637	EXMGMT
8010 Public Safety Human Resource Man	E5		92,012	EXMGMT	E5		98,913	EXMGMT	E5		98,913	EXMGMT	E5		98,913	EXMGMT
Sub-Total			274,179				284,349				284,349				284,349	
Full-Time Equivalent [FTE] count			3				3				3				3	
Part-Time Employee count			0				0				0				0	
Grand Total of Agency Count																
Full-Time Equivalent [FTE] count			21				21				21				21	
Part-Time Employee count			0				0				0				0	



YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2020 01	2226 GEN	07/01/2019	01/15/2020	RECLASS	1241jian	1	N	Hist	2020	N
LN	ORG	OBJECT PROJ	REF1	REF2	REF3	ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB	
1	19047700	56696	JI			BOE ATTORNEY REIM	20,000.00		B	
2	11331010	50110	JI			LEGAL/LAWYERS FEES				
						BOE ATTORNEY REIM			20,000.00	
						SALARIES				
** JOURNAL TOTAL							20,000.00		20,000.00	
** GRAND TOTAL							20,000.00		20,000.00	

1 Journals printed

** END OF REPORT - Generated by Phillip **