



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Thomas Lamb, Chief Operating Officer
Date: June 16, 2021
Re: Approval of Legal Agreement with Shipman & Goodwin LLC

Contractor Name: Shipman & Goodwin LLC

Contractor Address: 1160 Townsend Ave, New Haven, CT

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

Renewal or Award of Contract/Agreement? Renewal

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

Contract or Agreement #:

Funding Source & Account #: 2021-2022 Operating Budget 190-47700-56696

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

- 1. What specific service will the contractor provide:**
To provide legal services to the New Haven Board of Education on matters of statutory and regulatory interpretation and compliance, education law and contract compliance, investigations, negotiations and other legal matters. In particular Shipman will focus on negotiations for new collective bargaining agreements for teachers, food service workers and other BOE bargaining units.
- 2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:** RFQ 2021
- 3. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?** Renewal
- 4. If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?**
No increase.

5. **If this Contractor is New has cost for service increased from previous years? If yes, by how much?** N/A

6. **Is this a service existing staff could provide? Why or why not?**

This year will be critical negotiations for new collective bargaining agreements with the Teachers union and the Food Service workers among others. Non-renewal of this agreement would delay and disrupt those negotiations and could lead to potentially higher payroll obligations.

EXECUTED
ELECTRONIC
ORIGINAL

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

A20-1056

PART I

This Agreement, consisting of Parts I and II, and Exhibits A and B, entered into and effective the 1st day of July, 2020, by and between the New Haven Board of Education of the City of New Haven (hereinafter referred to as the "Board"), and Shipman & Goodwin, LLP with offices at One Constitution Plaza, Hartford, Connecticut 06103 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Board has determined that it needs the services of a law firm to provide legal services on an as-needed basis regarding Labor Relations & Negotiations; 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 19047700-56696 pursuant Purchase Order No. 91331713-000 FY 2021.

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 *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 *Thomas B. Mooney, Esquire*, or such other qualified person as is designated in writing by the Contractor and accepted by the Board.

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

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

SECTION 2: SCOPE OF SERVICES

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

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

203. The services to be performed by the Contractor shall consist of providing legal services on an as-needed basis regarding Labor Relations & Negotiations as noted in Exhibit A, attached hereto and incorporated herein by reference. The total amount payable hereunder 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.

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

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

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

SECTION 4: TIME OF PERFORMANCE

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

402. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the Board, unless otherwise terminated by the parties hereto, but in any event shall terminate on June 30, 2021.

SECTION 5: COMPENSATION

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

1. Three Hundred Twenty-Five Dollars and Zero Cents (\$325.00) blended, per hour for attorneys' time. It is anticipated that legal services will be provided primarily by Thomas B. Mooney, Esq., Leander Dolphin, Esq., Natalia Sieira Millan, Esq. and Dori P. Antonetti, Esq.
2. The Board will reimburse the Contractor for the actual invoice cost of out-of-state telephone calls; extraordinary printing, graphics or reproduction costs; and, when requested by the Board, special delivery or courier costs. No other direct costs incurred by the Contractor in performing legal services under this Agreement will be reimbursed by the Board without the Board's express prior written approval.

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

503. Payments to the Contractor under this Agreement by the Board are conditioned upon on approval of itemized Statements, with attached invoices, CERTIFIED by the Contractor and submitted not more often than once a month. Each Statement shall itemize each function performed, the time spent on each function, and the fee charged for each function, based upon the fee amounts set forth in Sections 501. The original of each such Statement shall be sent to the New Haven Board of Education, or to such other person or entity as may be designated by the Board, within thirty (30) days of the conclusion of the billing month. Statements submitted more than thirty (30) days after the conclusion of the billing month shall not be honored for payment. In addition, the Board may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs in connection with work performed under this Agreement as it deems necessary. The Contractor shall comply with "billing Procedure for City of New Haven Contractors" attached hereto and incorporated herein by reference. Where "Billing Procedure" conflicts with Part 1, Part 1 shall control.

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

SECTION 6: INSURANCE

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

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

603. 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 Exhibit A or Part II conflicts with any provision of this Part I of this Agreement, Part I shall be controlling.

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

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

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

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

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

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

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

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

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

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

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 one (1) counterpart of this Agreement Number A20-1056 as of the day and year first written.

CONTRACTOR

CITY

SHIPMAN & GOODWIN LLP

NEW HAVEN BOARD OF EDUCATION

DocuSigned by:
Thomas B. Mooney
2B596BCA2CBC414...
BY: _____
Thomas B. Mooney
Partner
Duly Authorized
11/11/2020 | 10:27 AM PST
Dated: _____

DocuSigned by:
Yesenia Rivera, President, BOE
2D9B2D8CD0BC4AB...
BY: _____
Yesenia Rivera
President, Board of Education
Duly Authorized
11/13/2020 | 3:34 PM EST
Dated: _____

Approved as to Form and Correctness:

DocuSigned by:
[Signature]
4625C470AB51410...

Elias A. Alexiades
Assistant Corporation Counsel
11/12/2020 | 12:22 PM EST
Dated: _____

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.



**NEW HAVEN PUBLIC SCHOOLS
NEW HAVEN, CONNECTICUT**

Minutes – Board of Education– July 27, 2020

Lexia Learning Systems	hosting for Lexia Reading Core 5 Reading/Power Up, from July 1, 2020 to June 30, 2021 in an amount not to exceed \$75,000.
338-20 Gilbane Bldg. Co.	An agreement with Gilbane Building Company to provide services regarding construction, design standards; and construction management services for the NHPS School Construction Program from July 1, 2020 to Action Items New Haven Board of Education July 27, 2020 -2- June 30, 2021 in an amount not to exceed \$145,916.
339-20 Renew Lease, New Haven Plaza	Renew Lease Agreement with New Haven Plaza, LLC for the Adult and Continuing Education Center at 540 Ella T Grasso Blvd., New Haven, CT from July 1, 2020 to June 30,2021 in an amount not to exceed \$390,000.
340-20 Renew Lease, Gateway Partners	Renew Lease Agreement with Gateway Partners, LLC for the 1st Floor of 54 Meadow St., New Haven, CT offices for Central Registration and Magnet Schools, from July 1, 2020 to June 30, 2021 in an amount not to exceed \$20,362.75.
341-20 Renew Lease, Gateway Partners	Renew Lease Agreement with Gateway Partners, LLC for administrative office on the 8th Floor of 54 Meadow St, New Haven, CT from July 1, 2020 to June 30, 2021 in an amount not to exceed \$102,342.
342-20 PowerSchool	Renew Lease Agreement with PowerSchool to provide the district Student Information System including backup and disaster recovery to PS Cloud Services, maintenance/ support, and licensing from July 1, 2020 to June 30, 2021 in an amount not to exceed \$131,314.21.
343-20 Renew Agreement, Verizon	Renew Agreement with Verizon for the purposes of telecom network services PRI and Long Distance Services from July 1, 2020 to June 30, 2021 in an amount not to exceed \$30,000.
344-20 Shipman & Goodwin	An agreement with Shipman & Goodwin LLP to provide legal services on as needed basis regarding labor relations and negotiations issues from July 1, 2020 to June 30, 2021 in an amount not to exceed \$80,000.

CONTRACTS

345-20 Eastern Bag & Paper, Nuovo Venture, LLC	Award of Contract to Eastern Bag and Paper in an amount not to exceed \$800,000 and Nuovo Venture LLC in an amount not to exceed \$100,000.00 for Food Preparation, Packaging, chemical and other Food Service Supplies under RFP # 2020-06-1333 for FY 2020-2021, for a total not to exceed \$900,000.
346-20	Award of Contract # 21702-1-4 to Hi-Way Safety System, Inc. for On-Call Line Striping for



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Michael J. Pinto, COO
Date: July 6, 2020
Re: F&O Agenda Item Request/Approval
Legal Agreement with Shipman & Goodwin LLP re Labor Relations & Negotiations

Executive Summary/ Statement: (Please provide 1-2 sentences describing the Service – do not leave blank):

Approval is requested for the renewal of an Agreement by and between the New Haven Board of Education and Shipman & Goodwin LLC. One Constitution Plaza, Hartford, CT to provide legal services on an as-needed basis regarding Labor Relations & Negotiations issues for the period of July 1, 2020 to June 30, 2021.

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

In an amount not to exceed \$80,000

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

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

1. Please describe how this service is strategically aligned to the District Continuous Improvement Plan?
Outside legal services represent a critical support for the Board of Education on matters of statutory and regulatory interpretation and compliance of matters including but not limited to; Labor Relations and negotiations where appropriate.
2. What specific need will this contractor address?
To provide legal services to the New Haven Board of Education on matters of statutory and regulatory interpretation and compliance, education law and contract compliance, investigations, negotiations and other legal matters. In particular Shipman will focus on negotiations for new collective bargaining agreements for teachers, food service workers and other BOE bargaining units.
3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:
The contractor selection process was completed via a RFP in 2018. Shipman & Goodwin, LLP was implemented for an annual contract in October 2018 with the Board of Education. The contract was renewed for the 2019-2020 year. This is a request for renewal of the agreement for the 2020-2021 fiscal year.

4. If this is a continuation service, when was the last time the alternatives were sought?
The contractor selected is a continuation of service provided after review of the response for a service renewal solicitation for the 2020-2021 Fiscal Year. The negotiated legal fees are at market rate for the legal services provided. The firm has a wealth of experience in providing assistance in legal matters as assigned to the Board of Education under this contract. These attorneys and their firm are locally and nationally recognized experts in their respective fields and area of specialization. The firm has provided excellent representation to the BOE over the years.
5. What specific skill set does this contractor bring to the project?
The contractor has provided the Board of Education with assistance on matters of statutory and regulatory interpretation and compliance, education law and contract compliance, investigations, negotiations and other legal matters. In particular Shipman was critical in the negotiation of the collective bargaining agreements for the administrators union and paraprofessionals union.
6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume): N/A
7. Is this a new or continuation service?
The contractor is a continuation of services from the previous FY 2019-2020.
8. If this is a continuation service has cost increased?
 - a) If yes, by how much?
There is no increase from the 2019-2020 fiscal year for this agreement.
 - b) What would an alternative contractor cost?
N/A
 - c) Is this a service existing staff could provide? Why or why not?
The services Shipman & Goodman provide are invaluable as they specialize in Educational Law, and labor negotiations.
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?
Legal services contracts are directly overseen by the Superintendent of Schools and Chief Operating Officer. Monthly invoices are reviewed for all individual cases and assignments. The firm has provided the District and Board of Education with sound legal opinions as well as review and assistance with District proposals with the potential to save the Board of Education significant sums of money. Strategy with respect to any matter or legal compliance is reviewed on a case-by-case basis to determine consistency and appropriateness of representation on all matters.
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)
N/A

11. If the service is a professional development program, can the training be provided internally, by district staff?

a) If not, why not? N/A

b) How will the output of this Agreement contribute to building internal capabilities? N/A

12. Why do you believe this Agreement is fiscally sound?

This legal firm submitted its qualifications and proposal to New Haven Public Schools and was selected to perform the services above described. New Haven Public Schools staff have developed excellent working relationships with firm attorneys who are responsive to District needs. The rates the firm charges are competitive given the credentials, expertise and experience of firm attorneys assigned to work on New Haven Public Schools' matters. The firm has also included executive and administrative training in its legal program; this has helped improve administrator knowledge and improves compliance and reduces future costs of non-compliance. Firm attorneys look forward to providing additional value added to their work by developing similar relationships with Board of Education members as well.

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

This year will be critical negotiations for new collective bargaining agreements with the Teachers union and the Food Service workers among others. Non-renewal of this agreement would delay and disrupt those negotiations and could lead to potentially higher payroll obligations.



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

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

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

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

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

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student- generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Atty. Michael J. Pinto
Chief Operating Officer



P: (475) 220-1591
F: (203) 946-7468

Atty. Tom Mooney
Shipman & Goodwin, LLP
One Constitution Plaza
Hartford, CT 06103-1919
Via email: TMooney@goodwin.com

Dear Atty. Mooney:

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

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

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

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

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

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

Very truly yours,

Michael J. Pinto

Michael J. Pinto, Esq.

Enclosure

PROPOSAL FOR LEGAL SERVICES

New Haven Public Schools

May 29, 2020

PREPARED BY

Thomas B. Mooney





Thomas B. Mooney
Partner
Phone: (860) 251-5710
Fax: (860) 251-5215
tmooney@goodwin.com

May 29, 2020

VIA EMAIL (michael.pinto@nhboe.net; Cynthia.Sanchez@new-haven.k12.ct.us)

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

Re: Legal Services Proposal to New Haven Public Schools

Dear Michael:

Thank you for the invitation dated May 14, 2020, to present a proposal to provide legal services to the New Haven Board of Education. I am pleased to present this proposal to the New Haven Board of Education on behalf of Shipman & Goodwin LLP. It has been our privilege to assist the Board of Education and the Administration with a number of legal issues since 2018, and we hope to have the opportunity to continue our work with the Board of Education and the Administration in the coming year.

Shipman & Goodwin LLP is a general practice law firm with over 165 attorneys in eight offices (Hartford, New Haven, Stamford, Greenwich, Old Lyme, Lakeville, Washington, DC, and New York City). We represent over 100 public school districts throughout the state, ranging from larger urban districts such as New Haven, Hartford and Norwalk to smaller districts like Windham and Norwich. Attached is a School Law Client List (Attachment A) for your review. Five years ago, we opened our office in the City of New Haven, and in addition to the New Haven Public Schools, we represent a number of school districts in New Haven County on school law matters, including Hamden, North Haven, East Haven, Branford, Madison, Wallingford and Meriden, among others. The combination of our specific experience with school law issues and the resources of a large firm make us uniquely qualified to provide legal assistance to the district.

In the following, we will describe the New Haven Board of Education team and our qualifications. We will then address capacity building and cost-effectiveness. In the third part of the proposal, we will describe our fee proposal and billing procedures. Finally, in an Appendix, we will more specifically describe our experience in various school law matters. We will be pleased to provide any other information that you may request, and we will be delighted to meet with you, Dr. Tracey and the Board of Education to describe our firm, our experience and our approach in working with school districts and the challenges that you confront.

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A. The New Haven Board of Education Team

We propose that we maintain and augment our New Haven Board of Education team as follows. Natalia Sieira Millan and I will continue to serve as the primary contacts for the New Haven Public Schools. I founded and co-chair the School Law Practice Group at Shipman & Goodwin. I am an honors graduate of Yale College and Harvard Law School, and I have spent over forty years speaking, writing and teaching about school law issues while representing school districts throughout the state on all areas of school law. In 1994, I first wrote and now I continually update my treatise, A Practical Guide to Connecticut School Law, which is now in its Ninth Edition (2018). I also write “*See You in Court!*,” a monthly legal advice column for the CABE Journal as well as “Legal Mailbag,” a question-and-answer column for school administrators that appears in the weekly Newsblast of the Connecticut Association of Schools. In addition, I teach school law courses at the University of Connecticut Law School and the Neag School of Education at the University of Connecticut. My teaching, writing and broad experience over many years permits me to answer most school law questions promptly and efficiently, and I work with school districts throughout the state on all school law matters.

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

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

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

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



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

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

We attach a more detailed description of the qualifications of the New Haven Board of Education team (Attachment B). In addition, we will draw on the expertise of our colleagues in any area of law in which the Board of Education requires assistance, such as intellectual property, environmental law, or business contracts. Given the resources of a large firm, we can provide assistance for any legal problem promptly and efficiently.

B. Capacity Building

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

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

In addition, we present complimentary semi-annual seminars for our school district clients on current topics of general interest. We also conduct periodic complimentary “Breakfast Series” workshops on a variety of issues. Recent topics for our Breakfast Series have included annual *Legislative Updates*, *Emerging Issues in Classroom Management*, *Updates in Special Education Law*, and *Investigations of Student Misconduct*. We also provide complimentary webinars to our clients and others, including the upcoming June 3rd webinar, *Closing out the School Year and Planning ESY during the COVID-19 Pandemic Emergency*, and recent webinars on such topics as *Use of Physical Restraint*, *Seclusion and Exclusionary Time Out*,



and *In the COVID-19 Pandemic, What Comes Next for Employers?*. Additionally, we provide “School Law Alerts” and write articles on breaking and important school law developments (Attachment D). Similarly, we track bills in the General Assembly that affect our school district clients, and we provide our clients with a legislative update each year on relevant statutory changes (Attachment E). We also regularly provide training sessions for CABA, CASBO, CAS and CAPSS, on topics ranging from board of education operation to teacher evaluation to bullying. We are knowledgeable in all aspects of school law, and we stand ready to promptly address any school law questions that the New Haven Public Schools may confront.

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

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

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

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

C. Fee Proposal

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

Shipman & Goodwin’s regular public sector rates for 2020 range from \$255 to \$440 per hour. We set our rates based on the relative experience of the individuals so that our clients’



costs reflect those varying degrees of experience. We then strive to ensure that legal work is completed by the appropriate member of the team, to ensure efficiency, and keep costs down.

We certainly understand that cost is a factor in your decision-making process, and in light of the challenges that New Haven faces, last year we proposed for the New Haven Board of Education a blended rate of **\$325 per hour**. For the proposal this year, we will maintain these rates without increase through the coming fiscal year, 2020-2021. Please note that the effective rate we will charge through this proposal is further reduced by the extensive training and consultation services we propose to provide at no charge, as described above.

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

D. Closing Comments

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

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

Very truly yours,

Thomas B. Mooney

Thomas B. Mooney

Cc: Dr. Iline Tracey, Interim Superintendent of Schools



APPENDIX EXPERIENCE IN VARIOUS SCHOOL LAW MATTERS

Thank you for sharing the description of the district's legal needs on a broad range of legal issues; we stand ready to provide legal assistance as required for those needs promptly and efficiently. We are pleased to provide this description of our experience and qualifications as regard to the various legal issues that the New Haven Board of Education confronts, including the following:

a. Contract Negotiations

We work closely with school districts throughout Connecticut in labor negotiations for both certified and non-certified personnel, either directly at the bargaining table, or as a consultant, depending on the client's needs. Given our school law practice, we are fully familiar with the labor issues that can arise relative to special education or other educational law matters. Natalia Sieira Millan is currently serving as chief spokesperson for negotiations with the paraprofessionals, and I will be pleased to serve as chief spokesperson in the upcoming negotiations with the NHFT. More generally, Natalia and I are all available to serve the New Haven Public Schools in collective bargaining and related matters as you may find helpful. For example, we currently serve as chief spokesperson in negotiations in Hartford, New Britain, Stamford, Norwalk, Danbury, Meriden and other urban districts.

The scope of our school board practice permits us to represent our clients in negotiations effectively and efficiently. We maintain extensive files that include all current teacher and administrator contracts, as well as many other boards of education and municipal contracts. Two paralegals here compile and analyze this and other information for negotiations, including information concerning a school district's ability to pay and comparison exhibits of salaries and/or wages in surrounding towns, or within the same district reference group (DRG). We use this information to prepare comparison exhibits for negotiations, mediation and binding arbitration. In addition, we receive time-sensitive information regarding labor negotiations trends and settlements well before they are released to the public, enabling our clients to make informed decisions at the bargaining table. As you know, last year we successfully completed negotiations with the School Administrators Association of New Haven, in which negotiations the Board of Education was able to reduce the future cost of benefits through various changes.

b. Labor and Employment Law

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

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



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

c. School Law

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

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

d. Special Education and Section 504

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

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



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

e. Student Discipline

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

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

f. Business and Technology Law

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

More generally, we regularly review and revise Board policies on procurement, and our colleagues frequently assist our clients with bidding and contracts for transportation, food services and school construction. Our colleagues regularly speak to CABS0 on the range of business issues that school districts confront, including construction contracts and employee benefit plans, including pension plans, Section 125 plans, and Section 457 plans. We even have an Energy practice group, and we provide legal assistance to consortia and individual school districts and municipalities in bidding for and developing contracts to obtain electricity at the lowest possible rates.

g. Policy Updates

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



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

h. Real Estate and Related Matters

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

i. Coronavirus (COVID-19) Resource Center

The safety and well-being of our clients and their families during the COVID-19 Coronavirus outbreak are at the forefront of our work. At Shipman & Goodwin, we are working daily to ensure that we continue to provide the highest quality legal services while protecting the health and safety of clients and employees. Our attorneys and legal professionals are monitoring the guidance of international, national, state and local authorities, and we are providing our clients with timely advice and counsel.

The firm has set up a Coronavirus Resource Center online at: <https://shipmangoodwin.com/Coronavirus-COVID-19-Guidance> to provide a resource for our clients as they deal with the challenges posed by the current situation. We keep in close contact with our school district clients to give them updates related to workplace rules, continued educational opportunities, and PPE use as federal and state guidance continues to develop.

j. Other Matters

Neither we nor the New Haven Public Schools can anticipate what legal issues you will confront in the coming year. However, we can assure you that we will be ready. As our School Law Practice Group is part of a larger law firm, we can offer expertise and resources in almost every area of law. We are, of course, fully conversant with Freedom of Information Act requirements, and we all regularly advise clients on FOIA compliance. For example, the Freedom of Information Commission has invited me and my colleagues to speak at its annual Conference for each of the last fifteen years.

In addition, the resources of a large law firm offer our clients significant advantages. We have the resources to track legislation in each session, and from time to time, we are called upon to draft legislation. We keep clients advised through periodic newsletters on legal issues



relevant to public schools. Our separate practice groups provide clients with expertise in all areas of legal practice, where such special expertise is needed. For example, we have an extensive health care practice, and we regularly provide guidance to our clients on health care reform and related legislation. Similarly, our colleagues experienced in environmental law have assisted school districts in various pressing issues ranging from indoor air quality to underground storage tank removal. In short, we stand ready to assist the New Haven Board of Education in any and all areas of the law.



ATTACHMENT A





Client List: Public School Clients

ACES	Hamden	Region #1
Andover	Hampton	Region #4
Ashford	Hartford	Region #8
Avon	Hartland	Region #9
Berlin	Hebron	Region #12
Bethany	Integrated Day Charter	Region #13
Bethel	School	Region #15
Bloomfield	ISAAC (Interdistrict School	Region #16
Bolton	for Arts & Communication)	Region #17
Booker T. Washington	Interdistrict Committee for	Region #18
Branford	Project Oceanology	Region #19
Bristol	Kent	Ridgefield
Brooklyn	Killingly	Rocky Hill
CABE	LEARN	SERC
Canterbury	Lebanon	Seymour
Canton	Lisbon	Sherman
CES	Madison	Side by Side Charter School
Chester	Manchester	Simsbury
Clinton	Mansfield	Somers
Colchester	Marlborough	South Windsor
Columbia	Middletown	Southington
Coventry	Meriden	Sprague
CREC	Montville	Stafford
Cromwell	Naugatuck	Stamford
Danbury	New Britain Consolidated	Sterling
Darien	School District	Stonington
Deep River	New Canaan	Stratford
DOMUS (Stamford	New Fairfield	Suffield
Academy and Trailblazers	New Hartford	Tolland
Academy)	New Haven	Torrington
EASTCONN	New London	Wallingford
East Hartford	Newington	Waterford
East Haven	Newtown	Watertown
Eastford	North Haven	Westbrook
East Lyme	North Branford	West Hartford
Easton	North Stonington	Weston
EdAdvance	Norwalk	Westport
Ellington	Norwich	Wethersfield
Enfield	Old Saybrook	Winchester
Essex	Orange	Windham
Fairfield	Plainfield	Wilton Windsor
Farmington	Plainville	Wolcott
Glastonbury	Plymouth	Woodstock
Granby	Pomfret	
Greenwich	Portland	
Griswold	Preston	
Guilford	Putnam	
	Redding	



ATTACHMENT B





Thomas B. Mooney

Partner

P (860) 251-5710 / F (860) 251-5215
tmooney@goodwin.com

Thomas Mooney is active in all areas of school law, including labor negotiations for certified and non-certified staff, teacher tenure proceedings, grievance arbitration, freedom of information hearings, student disciplinary matters, special education disputes and all other legal proceedings involving boards of education. In addition, Tom has taught school law at the University of Connecticut School of Law since 1985, and has served as Professor in Residence at the Neag School of Education at the University of Connecticut since 2001.

Tom is the author of *A Practical Guide to Connecticut School Law* (9th Edition, 2018), a comprehensive treatise on Connecticut school law, published by CUBE and used by teachers, administrators and board of education members throughout the state. He also writes two monthly columns, "See You in Court!," which appears in the *CUBE Journal*, and "Legal Mailbag," which appears in the *CAS Bulletin*. In 2000, CUBE awarded Tom its Friend of Public Education award, and in 2001, the Connecticut Association of Schools awarded Tom its Distinguished Friend of Education Award, its highest award for persons not directly involved in public education. Tom is Co-Chair of the firm's School Law Practice Group.

EDUCATION

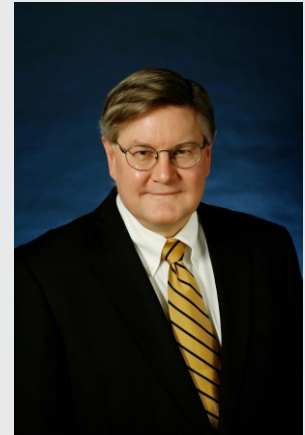
- Harvard Law School J.D., 1976, *cum laude*
- Yale College B.A., 1973, *magna cum laude*, Phi Beta Kappa

BAR ADMISSIONS

- Connecticut

DISTINCTIONS

- AV Preeminent® Rated, [Martindale-Hubbell](#)
- Listed as a Connecticut [Super Lawyer](#)®: *Schools & Education* (2007; 2014-2019)
- Listed in [The Best Lawyers in America](#)®: *Education Law; Employment Law; Labor Law* (2006-2020)
- Named "[Lawyer of the Year](#)" (2013, 2015, 2016, 2018): Best Lawyers Hartford Region *Education Law*



PRACTICE AREAS

- Employment Law
- Labor, Employment and Benefits
- Public Schools
- School Law



- Named "[Lawyer of the Year](#)" (2020): Best Lawyers Hartford Region *Employment Law*
- Named "[Lawyer of the Year](#)" (2017): Best Lawyers Hartford Region *Labor Law*
- President's Award, New England Association of School Superintendents (2017)
- Professional Excellence Award, *Connecticut Law Tribune* (2016)
- Distinguished Friend of Public Education Award, Connecticut Association of Schools (2001)
- Friend of Public Education Award, Connecticut Association of Boards of Education (2000)
- American Bar Foundation: Fellow
- Connecticut Bar Foundation: James W. Cooper Sustaining Life Fellow
- *Harvard International Law Journal*, Articles Editor

TEACHING POSITIONS

- University of Connecticut: Professor in Residence, Neag School of Education
- University of Connecticut School of Law: Adjunct Professor, Law and Public Education

PROFESSIONAL AFFILIATIONS

- American Bar Association
- Connecticut Bar Association
- Hartford County Bar Association
- Connecticut School Attorneys Council: Former President



Leander A. Dolphin

Partner

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Leander A. Dolphin is a member of the firm's seven-person Management Committee.

Leander is a partner in the firm's School Law practice group and represents public school districts, independent schools, and colleges and universities in education and employment matters, including student discipline, sexual harassment (Title IX) matters, disability-related matters, employee discipline and discharge, special education disputes, and investigations. In addition, she represents clients in claims before state and federal courts and administrative agencies. Leander also represents private and non-profit clients in employment litigation matters, and provides counseling in employment law to clients in both the private and public sectors.

Leander previously served as Vice President, HR & General Counsel at Girl Scouts of Connecticut, developing an HR infrastructure and assisting the organization in navigating various corporate, real estate, contractual, and employment issues to successful results. Leander has conducted numerous professional development workshops for private and public sector clients on topics such as sexual harassment, bullying, special education, disability discrimination, and confidentiality issues.

EDUCATION

- Howard University School of Law J.D., 2004
- Wesleyan University B.A., 1999, high honors

BAR ADMISSIONS

- Connecticut

COURT ADMISSIONS

- U.S. District Court, District of CT
- U.S. Court of Appeals for the Second Circuit

DISTINCTIONS

- Listed as a Connecticut Super Lawyer [Rising Star](#)[®]: *Schools & Education* (2013-2017)
- American Bar Foundation: Fellow



PRACTICE AREAS

- Colleges and Universities
- Employment Law
- Employment Litigation
- Independent Schools
- Labor, Employment and Benefits
- Public Schools
- School Law



- Connecticut Bar Foundation: James W. Cooper Fellow
- National Bar Association: "40 Under 40 Nation's Best Advocates" Award (2017)
- New Leader in the Law, *Connecticut Law Tribune* (2014)
- Lawyers of Color's Hot List (2014)
- Lawyers of Color - High Achievers, *Connecticut Law Tribune* (2011)
- 100 Women of Color Awards 2017
- *Howard Law Journal*, Executive Solicitations Editor

TEACHING POSITIONS

- Quinnipiac University School of Law: Adjunct Professor, Education Law

PROFESSIONAL AFFILIATIONS

- American Bar Association: Litigation; Young Lawyers
- Connecticut Bar Association: Labor & Employment Section
- National Bar Association: Commercial Law Section
- National School Boards Association: Council of School Attorneys
- Connecticut School Attorneys Council
- National Association of College and University Attorneys
- George W. Crawford Black Bar Association: Member, Board of Directors (2007-2008); Secretary (2005-2007)

COMMUNITY INVOLVEMENT

- The Ethel Walker School: Board of Trustees
- The Governor's Prevention Partnership: Board Member (2012-present)
- The Lawyer's Collaborative for Diversity, Inc. (LCD): Associates Advisory Committee
- Hartt School for Performing Arts: Board of Trustees (2010-2013)
- Girl Scouts of Connecticut: Fund Development Committee (2009-2010); Girl Scouts of the USA: National Delegate (Girl Scouts of Connecticut Delegation) (2008)
- Fred D. Wish School Volunteer Tutor Program (2004-2007)



Natalia Sieira Millan

Associate

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Natalia Sieira Millan is a member of the firm's School Law Practice Group. Natalia is active in all areas of school law, including freedom of information hearings, policy development, student disciplinary matters, employee disciplinary matters, and all other legal proceedings involving boards of education. Natalia also represents boards of education in labor relations matters, including collective bargaining with both certified and non-certified bargaining units. In addition, Natalia teaches school law courses at the University of Connecticut Neag School of Education as well as the School of Education at Quinnipiac University.

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

EDUCATION

- Quinnipiac University School of Law J.D., 2011
- Boston University B.A., 2008

BAR ADMISSIONS

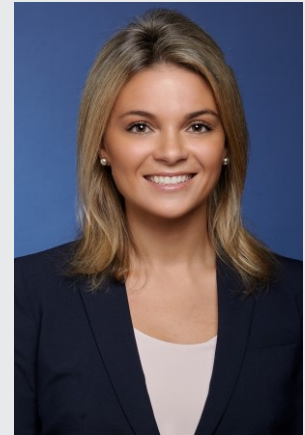
- Connecticut
- New York

COURT ADMISSIONS

- U.S. District Court, District of CT

TEACHING POSITIONS

- University of Connecticut: Adjunct Professor, Neag School of Education
- Quinnipiac University: Adjunct Professor, School of Education



PRACTICE AREAS

- Labor, Employment and Benefits
- Public Schools
- School Law



PROFESSIONAL AFFILIATIONS

- American Bar Association
- Connecticut Bar Association: Young Lawyers Section

COMMUNITY INVOLVEMENT

- The Family and Children's Agency: Junior Board of Directors
- Connecticut Association of Community Health Workers: Pro Bono Attorney
- Jackie Robinson Park of Fame, Inc.: Board of Directors; Pro Bono Attorney
- Students Opposing Slavery: Connecticut Chapter Leader
- Inspirica
- Shelter for the Homeless
- Starfish Connection: Volunteer Translator



Dori Pagé Antonetti

Associate

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Dori Antonetti is an associate in the School Law Practice Group. She advises public school districts on a variety of general education, special education, and labor and employment issues.

Prior to joining Shipman & Goodwin, Dori worked as a Hearing Review Officer for the New York City Office of Labor Relations. Dori also clerked for Magistrate Judge John M. Facciola in the United States District Court for the District of Columbia. Before law school, Dori joined Teach for America and worked as a bilingual kindergarten teacher in Spanish Harlem.

Dori is proficient in Spanish.

EDUCATION

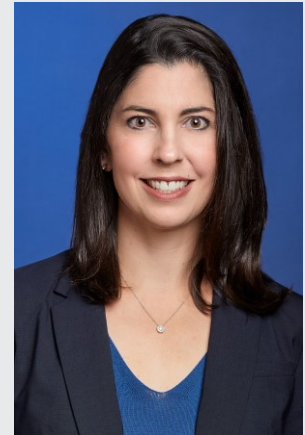
- The Catholic University of America, Columbus School of Law J.D., 2003, *summa cum laude*
- Georgetown University B.A., 1998, *summa cum laude*

BAR ADMISSIONS

- District of Columbia
- Connecticut
- New York

DISTINCTIONS

- Columbus School of Law Dean's Scholarship (merit-based, full-tuition scholarship)
- *Catholic University Law Review*, Editor in Chief



PRACTICE AREAS

- School Law



ATTACHMENT C





Shipman & Goodwin LLP

SCHOOL LAW

Emerging School Law Issues

FEATURED ARTICLES



CAS Legal Mailbag Question of the Week – 5/21/20

By Thomas B. Mooney

Dear Legal Mailbag:

It has been an adjustment, but I am getting kind of used to living in cyberspace as we work...

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CDC Publishes New Guidelines for Reopening Schools

By Richard A. Mills, Julia V. Wilde & Tyler Bischoff

Earlier this week, the Centers for Disease Control and Prevention ("CDC") published new "interim guidance" for reopening various sectors of our communities...

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New Guidance on the Paycheck Protection Program For Small Businesses

By Donna L. Brooks, Julie C. Fay & Tyler Bischoff

On May 13, 2020, the Small Business Administration ("SBA") released awaited guidance on how they intend to review a borrower's required good-faith...

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March 24, 2020: Hot Topics in Special Education: What's New for 2020 – Stamford

March 31, 2020: Hot Topics in Special Education: What's New for 2020 – Hartford

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CAS Legal Mailbag Question of the Week – 5/14/20

By Thomas B. Mooney on May 14, 2020

POSTED IN BOARD ORGANIZATION, AUTHORITY AND RESPONSIBILITIES, FEATURED, PUBLIC SCHOOLS, PUBLICATIONS AND ALERTS

Dear Legal Mailbag:

As my colleagues and I look ahead to reopening school in the fall, we really don't know what we are looking at....

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Lehigh University's Special Education Law Symposium

By Peter J. Maher on May 13, 2020

POSTED IN FEATURED, PUBLIC SCHOOLS, SEMINARS AND EVENTS, SPECIAL EDUCATION

Peter Maher will be a presenter at the sessions on "IDEA Child Find and Eligibility" and "School Refusal/Avoidance and Other Attendance Issues," during Lehigh University's...

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ATTACHMENT D



April 14, 2020

Authors:



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www.ctschoolaw.com

Commissioner Cardona Announces Guidance on Non-Renewal Process and Tenure Timelines

On April 13, 2020, the Commissioner of Education issued [Temporary Flexibilities - Non-Renewal and Tenure \[https://portal.ct.gov/-/media/SDE/Digest/2019-20/Temporary-Flexibilities---Non-Renewal-and-Tenure-Final-4-13-20.pdf?la=en\]](https://portal.ct.gov/-/media/SDE/Digest/2019-20/Temporary-Flexibilities---Non-Renewal-and-Tenure-Final-4-13-20.pdf?la=en), which provides specific guidance to local and regional boards of education as they navigate the non-renewal of non-tenure teachers in the remaining weeks of April 2020. This Guidance provides important clarification of the mechanics of providing effective notification of non-renewal and gives school districts a new option of extending the probationary period for certain non-tenure teachers, as described below.

Pursuant to the Guidance, local and regional boards of education have the option this year to elect one of the following two options with individual non-tenure teachers:

1. **Non-Renewal by May 1, 2020 with an Extension of the Hearing Date:**

Districts may elect to follow the regular timeline for non-renewal and provide notice to the non-tenure teacher by May 1 that his or her contract will not continue to the next school year. Significantly, this year that notice may be sent by **email**, provided the notice conforms to specific requirements. The process as revised by the Guidance is as follows:

- **Notice:** Superintendents may provide notice via email to the teacher's district email address and the teacher's bargaining unit representative's email address. The Guidance requires that the notification email must specify that the teacher has not achieved tenure.

OUR RECOMMENDATION: We suggest that the wording for this notice include, at a minimum, the following:

In accordance with the provisions of Conn. Gen. Stat. § 10-151, I hereby notify you that your contract of employment with the _____ Board of Education will not be renewed for the 2020-2021 school year. Accordingly, you will not achieve tenure with the _____ Board of Education and your employment will end at the end of the 2019-2020 school year.

Superintendents are free to add a personal message to this notification (e.g., thanking the teacher for his or her service) when the non-renewal is not related to performance issues.

Also, the Guidance makes clear that superintendents may issue the non-renewal notification without a requirement that boards of education authorize such action in advance, as has sometimes been done in the past as a precaution.



- **Statement of Reasons:** As currently provided in the statute, a teacher may request a statement of the reasons for non-renewal within 3 days of receiving the non-renewal notice, and the district must provide such reasons in writing within 4 days of the request. The Guidance specifies that the request for a statement of reasons and the response may be provided by email.
- **Hearing:** Teachers may request a hearing upon receiving a notice of non-renewal by sending an email to both the superintendent and the board chairperson within 10 calendar days of receipt of notice of non-renewal.

Boards of Education (or appointed hearing officer(s)/subcommittee(s)) may grant an extension of all state statutory and regulatory timelines related to non-renewal hearings for up to 90 days.

2. **Extension of May 1st Timeframe:**

Superintendents may also elect to extend the May 1st deadline for an individual teacher if he or she has not made a final determination concerning that teacher's continued employment prior to May 1, 2020. This option is new, is limited to this year (given the COVID-19 health emergency), and it may be exercised prior to May 1, 2020, only as follows:

- **Extension Notification:** Superintendents may send an *extension notification* to the teacher prior to May 1, 2020 via email. The notification email must specify that the teacher has not achieved tenure and notify the teacher that their employment in a non-tenure status continues into the following year.
- **Length of the Extension:** The Guidance provides that such an extension may be for up to one year. The Guidance encourages districts to reach agreements with the teachers and their bargaining unit representatives concerning the length of the contractual extension so as to permit additional time for the teacher to demonstrate "progress and performance," but also possibly to permit non-renewal mid-year or on some other date. The Guidance further provides that, absent such an agreement, districts are authorized to extend the probationary period (non-tenure status) for the entire following year (with notification of non-renewal by May 1, 2021).
- **Fast Track Tenure.** Under current law, teachers who achieved tenure in another Connecticut school district within the preceding five years achieve tenure after completing twenty months of service, and it may be appropriate to extend the period in which those "fast-track" teachers will achieve tenure. The Guidance does not expressly address the situation of such teachers. However, the Guidance does not exclude such teachers from consideration, and the policy considerations underlying the Guidance (more time may be required for a fair judgment) are especially applicable to such teachers, given the already-abbreviated period within which such teachers achieve tenure. Such situations can be complex, in that such teachers may have been hired midyear (and thus complete twenty months of service midyear). Accordingly, further discussion with legal counsel is advisable in considering extension notifications for such teachers.

OUR RECOMMENDATION: The possibility of extending the time to achieve tenure will be a helpful option in specific cases, particularly for teachers on the fast track to tenure. However, this option is unprecedented, and it is accompanied by an invitation to discuss and seek agreement on the specific terms with the teacher's bargaining representative. Accordingly, superintendents may wish to follow the normal non-renewal process in most

cases. Moreover, if a teacher is not scheduled to complete the time for tenure at the end of a particular year (e.g., a first, second or third year teacher who has not previously attained tenure in Connecticut), superintendents may decide that imposing such an extension is not necessary.

This Guidance provided by Commissioner Cardona was authorized by Governor Lamont in his [Executive Order No. 7C](https://portal.ct.gov/-/media/Office-of-the-Governor/Executive-Orders/Lamont-Executive-Orders/Executive-Order-No-7C.pdf) [https://portal.ct.gov/-/media/Office-of-the-Governor/Executive-Orders/Lamont-Executive-Orders/Executive-Order-No-7C.pdf]. That Executive Order addresses other educational issues as well, authorizing, among other things, the Commissioner of Education (Commissioner) to temporarily waive:

- graduation and courses of study requirements,
- timelines for educator certification (teacher, substitute and administrator certification)
- timelines for teacher evaluation and support,
- timelines for the employment, “tenure” and termination of teachers, and
- timelines for required in-service trainings and professional development.

Since that time, the Commissioner has issued regular updates and guidance for [Educator Certification and Educator Preparation](https://portal.ct.gov/SDE/Certification/Bureau-of-Certification/COVID19-Updates-for-Educators) [https://portal.ct.gov/SDE/Certification/Bureau-of-Certification/COVID19-Updates-for-Educators]. In addition, on March 25, 2020 the Commissioner *waived all components* of the [Educator Evaluation and Support Plan](https://portal.ct.gov/-/media/SDE/Digest/2019-20/Superintendent-Memo-Educator-Evaluation-3-25-20.pdf) [https://portal.ct.gov/-/media/SDE/Digest/2019-20/Superintendent-Memo-Educator-Evaluation-3-25-20.pdf] for the remainder of the 2019-2020 school year and, on March 26, 2020, released a [Temporary Extension of Educator Certificates and Coaching Permits](https://portal.ct.gov/-/media/SDE/Digest/2019-20/SuptMemo-CertificationExtensions-3-26-20.pdf) [https://portal.ct.gov/-/media/SDE/Digest/2019-20/SuptMemo-CertificationExtensions-3-26-20.pdf] that prolongs the expiration date “of all Initial and Provisional Certificates (including Interim) and 5-Year Coaching Permits with expiration dates between 3/15/20 and 12/31/20 for 1-year from the date of original expiration.”

The Connecticut State Department of Education (CSDE) continues to issue guidance related to the operation of school districts during the COVID-19 health emergency, and we will continue to provide updates here. We urge school officials to monitor advisories from CSDE, CAPSS, and other guidance provided here at www.ctschoollaw.com.

Questions or Assistance:

If you have any questions regarding non-renewals, please contact Thomas B. Mooney at tmooney@goodwin.com or (860) 251-5710 or Natalia Sieira Millan at nsieiramillan@goodwin.com or (860) 251-5250.

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SCHOOL LAW

Emerging School Law Issues

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SEE YOU IN COURT – May 2020

By Thomas B. Mooney on May 1, 2020

POSTED IN BOARD ORGANIZATION, AUTHORITY AND RESPONSIBILITIES, CABE JOURNAL COLUMNS, FEATURED, MOST RECENT COLUMNS, PUBLIC SCHOOLS, PUBLICATIONS AND ALERTS

The Nutmeg Board of Education has done its best to adjust to the new “normal” during the COVID-19 health emergency, and its virtual meetings were only Zoom-bombed once so far. In fact, after a period of adjustment, the various Board committee are stirring to life.

Veteran Board member Bob Bombast is the Chairperson of the Policy Committee, and he recently called a meeting of the Committee to discuss whether and how the Board should revise its policies in light of the health emergency to make sure that seniors at Nutmeg Memorial High School graduate on time through the Nutmeg Distance Learning Plan. After careful reflection, he had the following agenda posted for a virtual meeting last week: “Discussion and possible action on Board policies.”

Given the importance of policies to the operation of the district, several Board members were curious and not a little worried about what Bob had up his sleeve. Accordingly, they emailed Bob to find out, with copies to Penny Pincher and Mal Content, the other members of the Policy Committee. Bob promptly explained by return email to all Board members that he will be recommending to the Committee that it revise its policies to assure that high school students will get full credit for their online learning this semester, and he invited everyone to attend the meeting.

The Policy Committee went ahead with its meeting last week as posted, which it held virtually on Zoom. Bob started the meeting by noting that he would not be entertaining public comment this meeting, given the exigencies of the situation. He proceeded to complain that he didn't think that Nutmeg's distance learning plan required adequate synchronous instruction, and he asked Mr. Superintendent to explain.

Mr. Superintendent said that he thought that the distance-learning plan was coming along nicely. The only rub was that the Nutmeg Union of Teachers had insisted that the extent of synchronous learning be left to the individual teacher. Happily, he continued, most teachers were willing to do some live instruction.

Bob was not pleased with Mr. Superintendent's answer, and he stated "That is ridiculous! We need to require that *all* teachers in Nutmeg provide live instruction."

Before Bob could go on with his rant, Nancy Newshound, ace reporter for the Nutmeg Now!, the online newspaper, interrupted Bob. "Point of order! This is a meeting of the Policy Committee. But I see that the entire membership of the Board is attending this virtual meeting, making it an illegal Board meeting. You have to end this meeting immediately or make the Board members not on the Committee leave!"

Bob responded quickly. "This is a public meeting, and the other Board members have the same right to attend this meeting as you do!"

Did the attendance of the Board members make this a Board meeting?

* * *

Under these circumstances, Nancy was wrong in her assertion. That said, Bob and the Policy Committee has raised two important issues that require discussion.

To take the Freedom of Information Act (FOIA) issues first, it is clear that the meeting was properly considered a meeting of the Policy Committee. The FOIA anticipates such situations, and it expressly provides that "A quorum of the members of a public agency who are present at any event which has been noticed and conducted as a meeting of another public agency . . . shall not be deemed to be holding a meeting of the public agency of which they are members as a result of their presence at such event." It is important, however, that other Board members in attendance be treated as other members of the public so that the meeting does not morph into a meeting of the Board.

There were, however, two FOIA violations before the meeting even started. The agenda for meetings of public agencies should fairly apprise the public of the business to be conducted, and "Discussion and possible action on Board policies" was inadequate. In addition, Bob's email communications would likely be considered an illegal meeting.

As to the merits, Bob has raised two very important points. First, the district should not subject implementation of its distance-learning plan to individual teacher choice. The Nutmeg Union of Teachers have every right to demand bargaining over the implementation of the distance-learning plan because it represents a significant change in working conditions. But boards of education have the right and responsibility to make basic policy decisions as to the modality of instruction during this health emergency. Any negotiations should be limited to the impact of the changed working conditions, not about the basic elements of the distance-learning plan. While some teacher discretion is appropriate, basic expectations should be uniformly established so that all students receive appropriate instruction.

Second, the Policy Committee should make sure that the Board has an appropriate policy in place regarding distance learning. Conn. Gen. Stat. § 10-221a(f) provides that boards of education may give credit for online learning, but only in accordance with a board policy that complies with the criteria in Section 10-221a(g):

(A) the workload required by the on-line course is equivalent to that of a similar course taught in a traditional classroom setting, (B) the content is rigorous and aligned with curriculum guidelines approved by the State Board of Education, where appropriate, (C) the course engages students and has interactive components, which may include, but are not limited to, required interactions between students and their teachers, participation in on-line demonstrations, discussion boards or virtual labs, (D) the program of instruction for such on-line coursework is planned, ongoing and systematic, and (E) the courses are (i) taught by teachers who are certified in the state or another state and have received training on teaching in an on-line environment.

As school districts implement instruction through remote learning, boards of education must assure that they have policies in place that conform to these requirements for granting credits for high school graduation.

Finally, grading practices during this health emergency presents another policy question for boards of education to consider. Grading practices are left largely to local and regional school districts. Conn. Gen. Stat. § 10-220g is the only statute governing grading, and it simply deals with weighted grades in honors and AP classes. However, on April 7, 2020, the Commissioner of Education issued guidance related to the special challenges presented by the COVID-19 health emergency. The Guidance states in part: "We suggest that schools adopt a locally guided Pass/Fail protocol for grading while providing continued educational opportunities." This guidance is not binding, and it provides options for school districts to consider. With the end of the 2019-2020 school year approaching, however, it will be important for board members and superintendents promptly to decide whether and how to change their grading policies and practices in light of the health emergency this year.



Thomas B. Mooney

Tom is Co-Chair of the School Law Practice Group and is active in all areas of school law, including labor negotiations for certified and non-certified staff, teacher tenure proceedings, grievance arbitration, freedom of information hearings, student disciplinary matters, special education disputes and all other legal proceedings involving boards of education. Tom is the author of *A Practical Guide to Connecticut School Law* (9th Edition, 2018), a comprehensive treatise on Connecticut school law, and two columns, "See You in Court!," which appears in the *CABE Journal*, and "Legal Mailbag," which appears in the *CAS Bulletin*.

Shipman & Goodwin LLP

SCHOOL LAW

Emerging School Law Issues

[Home](#) > [Featured](#) > [CDC Publishes New Guidelines For Reopening Schools](#)

CDC Publishes New Guidelines for Reopening Schools

By Richard A. Mills, Julia V. Wilde & Tyler Bischoff on May 21, 2020

POSTED IN [FEATURED](#), [INDEPENDENT SCHOOLS](#), [PUBLIC SCHOOLS](#), [PUBLICATIONS AND ALERTS](#)

Earlier this week, the Centers for Disease Control and Prevention (“CDC”) published new “interim guidance” for reopening various sectors of our communities, including schools. The guidance provides the CDC’s “recommendations to keep communities safe while resuming peer-to-peer learning and providing crucial support for parents and guardians returning to work.”

[Interim Guidance on Scaling Up School Operations](#)

The CDC’s interim guidance for schools is laid out in a series of three steps designed to inform a gradual “scaling up” of operations based on the “scope and nature of community mitigation.” For each step, the CDC provides recommendations and safety actions designed to help mitigate the spread of COVID-19 as schools begin to reopen. The interim guidance does not specify how or when a school would advance from one step to another.

“Step 1 – Schools that are currently closed, remain closed. E-learning or distance learning opportunities should be provided for all students. Support provision of student services such as school meal programs, as feasible. Camps should be restricted to children of essential workers and for children who live in the local geographic area only.”

“Step 2 – Remain open with **enhanced** social distancing measures and for children who live in the local geographic area only.”

The interim guidance does not address how such restrictions would be applied in the context of magnet schools, inter-district programs or independent schools.

“Step 3 – Remain open with distancing measures. Restrict attendance to those from limited transmission areas (other Step 3 areas) only.”

The interim guidance provides recommendations that are specific to each “step.” For example, there are very specific recommendations regarding such matters as the spacing and direction of desks, mixing of student groups, food service operations, restrictions on visitors to schools and numerous other educational functions. Additionally, there are many measures that are universally applicable to all steps. Those measures include: promoting healthy hygiene practices; intensifying cleaning, disinfection and ventilation; limiting sharing materials; training all staff; checking for signs and symptoms of COVID-19; and planning for when a staff member, student, or visitor becomes sick.

With regard to face coverings in particular, the interim guidance recognizes that “face coverings may be challenging for students (especially younger students) to wear in all-day settings such as school.” The guidance goes on to recommend that “face coverings should be worn by staff and encouraged in students (particularly older students) if feasible and are most essential in times when physical distancing is difficult.”

Additionally, the CDC explains that the following should be maintained during each step:

- Establish and maintain communication with local and State authorities to determine current mitigation levels in your community.
- Protect and support staff and students who are at [higher risk for severe illness](#), such as by providing options for telework and virtual learning.
- Follow [CDC’s Guidance for Schools and Childcare Programs](#).
- Provide teachers and staff from higher transmission areas (earlier Step areas) telework and other options as feasible to eliminate travel to schools and camps in lower transmission (later Step) areas and vice versa.
- Encourage any other external community organizations that use the facilities to also follow this guidance.

Next Steps

The CDC interim guidance is one piece in an evolving puzzle related to the reopening of schools. The Governor and the Commissioner of Education are engaged in addressing the multitude of considerations associated with the reopening of schools, and we anticipate that guidance from the State concerning these important issues will be forthcoming.

Schools should continue to monitor [Executive Orders](#) released by Governor Lamont and guidance from the State Department of Education and relevant state agencies, as they relate to the reopening of schools. For example, Executive Order 7PP, issued on May 18, 2020, provides that:

- All day camps not operating as of May 5, 2020 shall not begin operations until June 22, 2020. The Connecticut Office of Early Childhood has released [Youth Camp Guidance](#) (revised May 18, 2020) that sets forth requirements that must be included in a camp's plan for operating during the COVID-19 pandemic; and
- No summer school programs operated by local or regional boards of education shall begin operations until July 6, 2020. Independent schools and other non-public schools are encouraged to follow the same schedule and guidance.

The Connecticut State Department of Education, Bureau of Special Education, recently released guidance regarding Extended School Year (ESY) programs during the COVID-19 health emergency. We will address that guidance in a separate post on [ctschoollaw.com](https://www.ctschoollaw.com).

Please continue to monitor [ctschoollaw.com](https://www.ctschoollaw.com) or our [Coronavirus \(COVID-19\) Resource Center](#) for updates concerning COVID-19. If you have specific questions about this guidance, please contact any member of our [School Law Group](#).

Shipman & Goodwin LLP

SCHOOL LAW

Emerging School Law Issues

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Webinar: In the COVID-19 Pandemic, What Comes Next For Employers?

By Gabriel Jiran, Dan el Schwartz & Keegan Drenosky on March 30, 2020

POSTED IN [COLLEGES AND UNIVERSITIES](#), [FEATURED](#), [INDEPENDENT SCHOOLS](#), [PUBLIC SCHOOLS](#), [SEMINARS AND EVENTS](#)

The last few weeks have been filled with one headline after another about the coronavirus pandemic. Add to that, almost daily client alerts and legal programs, and it's been a challenge for employers (and even their counsel) to keep up with all the developments and to think about what comes next. In this hour-long video webinar, Shipman & Goodwin attorneys Gabe Jiran, Daniel Schwartz and Keegan Drenosky will take a step back from the rush of headlines to provide some insight into how employers should be approaching the legal issues that have been arising and plan for the future.

In the program, we will cover:

- What existing and new laws are most critical for employers to consider?
- What are the issues that employers will need to address next in this pandemic?
- How can employers avoid the legal issues that will inevitably arise over time and with hindsight?
- What comes next for litigation and legal proceedings and what can employers expect?
- What options are available to employers when it comes to staffing, including furloughs, layoffs and Connecticut's "Shared Work" program?

Bring your questions, as we will leave time to address the issues of the day that keep arising during this fast-moving and unpredictable crisis.

Available On Demand: [In the COVID-19 Pandemic, What Comes Next For Employers?](#)

Continuing Legal Education (CLE)

This CLE program has been approved in accordance with the requirements of the New York CLE Board for a maximum of 1.0 credit hours, of which 1.0 can be applied toward the Professional Practice requirement. This program is appropriate for both newly admitted and experienced attorneys.

Neither the Connecticut Judicial Branch nor the Commission on Minimum Continuing Legal Education approves or accredits CLE providers or activities. It is the opinion of Shipman & Goodwin that this activity qualifies for one hour toward your annual CLE requirement in Connecticut, including zero hour(s) of ethics/professionalism, but is subject to change based on actual instruction/attendance time.



ATTACHMENT E





2019 SESSION

In its 2019 regular and special sessions, the General Assembly made a number of changes in the statutes that affect public education in Connecticut. This summary is intended to give you a brief overview of some of the more significant changes that were made this year in the area of education. Links to the new legislation are provided in the electronic version of this publication located at <https://bit.ly/2MFndHP>. In addition, for more information about new legislation affecting employers in general, please see our Employment Legislation Summary at: <https://bit.ly/2MKjRTY>.

STATUTORY CHANGES AFFECTING STUDENTS:

Access to Education by Homeless Students

Public Act 19-179 increases protections afforded to homeless students and makes several changes to current laws concerning the appeal process afforded to school-age homeless students who are denied access to school accommodations to attend a local or regional public school.

The McKinney-Vento Act requires that homeless children and youth be provided with educational services that are comparable to those provided to the other students enrolled in the same school, including transportation services. Conn. Gen. Stat. §10-186 currently requires boards to notify a parent, guardian, emancipated minor or pupil 18 years of age or older of the right to request a hearing whenever a board denies access to school accommodations, including on the basis of residency. Effective July 1, 2019, Section 1 of the Act adds the term “unaccompanied youth” (defined by federal law as “a homeless child or youth not in the physical custody of a parent or guardian”) to the list of parties entitled to all of the rights relating to

school accommodation hearing procedures, including, for example, a right to request a hearing, and a right to appeal an adverse decision.

Regarding such hearings, Section 1 of the Act modifies the burden of proof in residency hearings where the child claims to be homeless. Generally, a party denied access to school accommodations based on residency has the burden of proof and must establish residency by a preponderance of the evidence (*i.e.*, it is more likely than not). Effective July 1, 2019, however, when “the party denied schooling is claiming that he or she is a homeless child or youth,” the board will have the burden of proving by a preponderance of the evidence that the student is not homeless in accordance with McKinney-Vento.

In addition, in the event a board of education (or impartial hearing officer) determines that a homeless child or youth is not entitled to school accommodations in the district, Section 1 of the Act also permits such homeless child or youth to remain in the district or be immediately enrolled in the school selected by the student in the school district in accordance with federal

law that permits a student to maintain enrollment pending final resolution of the dispute, including all available appeals. Additionally, boards will need to (1) provide such student or the parent or guardian a written explanation of the reasons for the denial that is in a manner and form understandable to them, (2) provide information regarding the right to appeal the decision of the denial of accommodations and (3) refer such student, parent or guardian to the district's homeless liaison. Moreover, a new provision requires that any homeless child or youth appealing a denial of school accommodations on the basis of residency be entitled to continue to attend school in the school district during the pendency of all available appeals, rather than just through an appeal at the State Board of Education ("State Board") level.

Section 2 of the Act additionally amends Conn. Gen. Stat. § 10-253 to reiterate that when a board of education denies a homeless child or youth school accommodations on the basis of residency, the homeless child or youth is entitled to a residency hearing pursuant to Conn. Gen. Stat. § 10-186.

Sale and Use of Cigarettes, Tobacco Products and E-Cigarettes

Effective October 1, 2019, **Public Act 19-13** makes significant changes to current law regarding the sale, use and distribution of cigarettes, other tobacco products and e-cigarettes. Most critically, it raises the legal age to purchase such products from eighteen to twenty-one and amends Conn. Gen. Stat. §§ 19a-342 and 19a-342a to prohibit smoking and the use of e-cigarettes within school buildings or on school property at all times, rather than only within a building while school is in session or during student activities. (Sections 17 and 18).

Application of Sunscreen Before Outdoor Activities

Currently, the law does not specifically address the use of sunscreen in school. Consequently, its application is generally subject to the same procedures as over-the-counter medication, which requires a written order from an authorized health care provider and written authorization from the student's parent or guardian for administration in school. **Public Act 19-60** provides that effective July 1, 2019, any student who is six years of age or older may possess and self-apply over-the-counter sunscreen while in school prior to engaging in any outdoor activity, if a student's parent or guardian submits a written authorization to the school nurse. The Act further permits boards of education to adopt policies and procedures to implement this new provision, and a student's self-application of sunscreen in school must be in accordance with such policies and procedures.

Physical Exercise and Undirected Play

In 2012, the legislature established a minimum requirement of 20 minutes daily physical exercise for students in grades K-5.

The following year, this requirement expanded from grades K-5 to all students enrolled in elementary school, and boards of education were required to develop a policy regarding school employees preventing a student from participating in the entire time devoted to physical exercise as a form of discipline.

This year, effective July 1, 2019 through **Public Act 19-173**, the legislature clarified the authority of local and regional boards to include additional

time—beyond the 20 minutes required for physical exercise—devoted to undirected play during the regular school day in elementary schools. Consistent with prior legislative action, the Act further requires that boards of education revise their policies by October 1, 2019 to address school employees preventing a student from participating in the entire time devoted to physical exercise or undirected play as a form of discipline.

Section 2 of the Act also establishes a task force to study the feasibility of including time devoted to undirected play during the regular school day in elementary schools and to report its findings to the Education Committee by January 1, 2020.

Special Education Transition Services for Children with Autism Spectrum Disorder

The federal Individuals with Disabilities Education Act (IDEA, 20 U.S.C. §§ 1400 et seq.) requires that the first IEP in effect when a child with a disability turns sixteen years of age (or earlier, when appropriate) include (1) appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education employment and where appropriate, independent living skills; and (2) the transition services, including courses of study, needed to assist the child in reaching those goals. 20 U.S.C. § 1414(d)(1)(A)(i)(VIII).

Public Act 19-49, effective July 1, 2019, requires IEPs for students diagnosed with autism spectrum disorder to contain such postsecondary goals and transition services beginning no later than the date on which the IEP takes effect for any such student who is at least fourteen years old. The Act requires such students' IEPs to be updated annually thereafter. Finally, the Act clarifies that despite the obligation for boards of education to begin transition services for students diagnosed with autism spectrum disorder at age fourteen, the Act does not require the Department of

Rehabilitation Services to lower the age of transitional services for children with disabilities from sixteen to fourteen.

Expulsions

Section 9 of **Public Act 19-91**, effective July 1, 2019, narrows the authority of boards of education to expel students in grades three through twelve, in a board's discretion, for conduct on school grounds or at a school-sponsored activity to situations in which the conduct violates a publicized policy of such board **and** is seriously disruptive of the educational process, or endangers persons or property. Previously, boards could expel students in grades three through twelve, in the board's discretion, if the conduct on school grounds or at a school-sponsored activity violated a publicized policy of the board **or** was seriously disruptive of the educational process or endangered persons or property. The Act does not modify the standards for expulsion for conduct off school grounds or for mandatory expulsions.

New Curriculum and Course Requirements for African-American and Black Studies and Puerto Rican and Latino Studies

Sections 1 and 2 of **Public Act 19-12** provide that, for the school year commencing July 1, 2021, public schools must include African-American and black studies and Puerto Rican and Latino studies as part of the program of instruction for the school district. In accordance with the Act, the State Board must make available curriculum materials for African-American and black studies and Puerto Rican and Latino studies, and districts may use those materials or other materials in implementing the curriculum. The Act also permits districts to accept gifts, grants, and donations designed for the development and implementation of

the African-American and black studies and Puerto Rican and Latino studies curriculum required by the Act.

In addition to the inclusion of African-American and black studies and Puerto Rican and Latino studies in each district's program of instruction, Sections 3 and 4 of the Act require the State Education Resource Center ("SERC") to develop a one-credit black and Latino studies course to be offered at the high school level. By January 1, 2021, the State Board must review and approve the black and Latino studies course developed by SERC, provided the State Board determines that the course meets criteria set forth in the law, and must submit a course description to the General Assembly by January 15, 2021. School districts *may* offer this course in grades nine through twelve for the 2021-2022 school year, but *must* offer the course in those grades for the 2022-2023 school year and each school year thereafter. For the school years commencing July 1, 2022 to July 1, 2024, the State Department of Education ("SDE") will conduct an annual audit to ensure that the approved black and Latino studies course is being offered by each school district and will submit a report on the audit to the General Assembly.

Computer Science Instruction

Section 1 of **Public Act 19-128** amends various statutes and generally highlights the legislature's desire to strengthen computer science instruction in public schools. In particular, Section 1 of the Act, effective July 1, 2019, broadens the current curricular requirement of "computer programming," specifically, to "computer science," generally, which may include computer programming. In addition, Section 11 provides that, on or after July 1, 2020, consideration must be given to career and academic choices in computer science, science, technology, engineering, and mathematics in student success plans.

Firearm Safety Programs

Previously, Conn. Gen. Stat. § 10-18c permitted local and regional boards of education to offer firearm safety programs to students in grades K-8. Effective July 1, 2019, Section 5 of **Public Act 19-5** expands the grades to which the program may be made available by permitting boards of education to offer firearm safety programs to grades K-12. The Act retains a curricular opt-out whereby parents and guardians may request that their child be exempted from the program or any portion thereof by providing written notification to the school, and schools must provide an opportunity for other academic work during that time. Section 4 of the Act specifies that, subject to available appropriations, the State Board must develop guides to aid boards of education in developing such firearm safety programs for students in grades K-12.

Promoting Careers in Manufacturing

Section 1 of **Public Act 19-58**, effective July 1, 2019, confirms that guidance counselors and school counselors may provide materials concerning manufacturing, military, and law enforcement careers when discussing career options with students.

Section 2 of the Act, effective July 1, 2019, requires that each board of education include goals for career placement for students who do not pursue an advanced degree immediately after graduation in such board's statement of educational goals for the district.

Section 3, also effective July 1, 2019, requires that each student success plan, beginning in grade six, provide evidence of career exploration in each grade including, but not limited to, careers in manufacturing. SDE will revise and issue guidance regarding these changes to student success plans.

Lastly, the Act establishes a study relating to the demand for career and technical education teachers in the state's high schools and community colleges. The report is due February 1, 2020.

Working Papers

Current law requires that the Superintendent, or designee, of any local or regional board of education provide a "certificate of age" as verification of a minor's legal age for purposes of employment in certain occupations. Effective July 1, 2019, Section 97 of **Public Act 19-117** clarifies that such requirements do not apply to individuals desiring to employ a minor through a youth development program of a regional workforce development board.

STATUTORY CHANGES AFFECTING SCHOOL DISTRICT OPERATION:

Employee Background Checks & Fingerprinting

Public Act 19-91, effective July 1, 2019, overhauls the employee background checks statute. The Act adds a definition of "eligible school operator," which includes local and regional boards of education, the Technical Education and Career System, the governing council of a state or local charter school, a school developed through a statutorily permitted cooperative arrangement, and a government-operated interdistrict magnet school. In addition to the existing background check requirements for eligible school operators, the Act adds a requirement that eligible school operators require applicants to state, *in writing*, whether such applicant has ever been convicted of a crime or whether criminal charges are pending against the applicant at the time of the application. If charges are

pending, the applicant must state the charges and the court in which such charges are pending.

The Act continues the option for an eligible school operator to request a regional educational service center ("RESC") to arrange for the fingerprinting of any person required to submit to state and national criminal history records checks. The State Police Bureau of Identification will then provide the results of such checks directly to the eligible school operator.

Section 2 of the Act adds another new term, "nongovernmental school operator," which means an operator of an interdistrict magnet school that: is a third-party, not-for-profit corporation approved by the Commissioner of Education; the governing council of a state or local charter school; an endowed or incorporated academy approved by the State Board; a special education facility approved by the State Board; or the supervisory agent of a nonpublic school. [Note: Governing councils of a state or local charter school are included in both the definitions of eligible school operator and nongovernmental school operator.] Such nongovernmental school operator must conduct the same employee background checks that are required of public schools. These requirements include, among other things, requiring each applicant to:

- (1) State in writing whether such applicant has ever been convicted of a crime or whether criminal charges are pending against such applicant at the time of the application and, if charges are pending, to state the charges and the court in which charges are pending;
- (2) Submit to a records check of the Department of Children and Families ("DCF") child abuse and neglect registry before being hired; and
- (3) Submit to state and national criminal history records checks within thirty days from the date of employment, which checks *must* be conducted

through the State Police in accordance with Conn. Gen. Stat. § 29-17a.

A nongovernmental school operator may similarly request for a RESC to arrange for the fingerprinting of any person required to submit to state and national criminal history records checks.

As is the case for public schools, the Act provides that a state and national criminal records check completed for a substitute teacher within one year prior to employment with a nongovernmental school operator satisfies the background check requirements.

A nongovernmental school operator may not, however, require substitute teachers to submit to state and national criminal history records checks if they are “continuously employed,” which is defined as “employ[ment] at least one day of each school year by such nongovernmental school operator,” as long as substitute teachers are subjected to checks every five years. Furthermore, the background check provisions do not apply to (1) a student employed by the nongovernmental school operator that operates a school which the student attends, or (2) a person employed by a nongovernmental school operator as a teacher for a noncredit adult class or adult education activity who is not required to hold a teaching certificate.

Section 3 mandates that eligible school operators and nongovernmental school operators require students enrolled in teacher preparation programs, and completing his or her student teaching experience with such eligible school operator or nongovernmental school operator, to (1) state any convictions or pending charges in writing, and if charges are pending, the charges and court in which the charges are pending, (2) submit to a DCF records check, and (3) submit to state and national criminal history records checks. Students in teacher preparation programs must submit

to the state and national records checks within sixty days from the date the student begins to perform the student teaching experience. Notably, the Department of Emergency Services and Public Protection must waive the fee for a criminal history records check for student teachers.

Section 4 expressly provides that eligible school operators and nongovernmental school operators also *may* conduct the same above-mentioned background checks for non-employees who will perform a service involving direct contact with students.

Section 5 requires, among other things, the State Board to submit periodically to the State Police Bureau of Identification a database providing identification information of each applicant to the State Board seeking an initial certificate, authorization, or permit. The State Police Bureau of Identification shall then notify the State Board of any applicant who has a criminal conviction, and the State Board may deny an application pursuant to Conn. Gen. Stat. § 10-145b(i). The State Board must also submit a database providing the identification of each person who holds a certificate, authorization or permit. Upon information that any such person has a criminal conviction, the State Board may revoke that person’s certificate, authorization, or permit.

Importantly, the Act clarifies, in various sections, that recipients of national criminal history records check information shall not disseminate further the results of such checks.

Sexual Harassment

Public Acts 19-16 and 19-93, effective October 1, 2019, make various changes concerning sexual harassment, sexual assault, discrimination complaints filed with the Commission on Human Rights and

Opportunities (“CHRO”), and related matters. Among other things, the new Acts expand requirements for employers to train employees on sexual harassment laws, extend the time to file a CHRO complaint alleging employer discrimination, including sexual harassment, and allow courts to order punitive damages in discrimination cases that the CHRO has released from its jurisdiction.

Current law requires employers with at least 50 employees to provide their supervisory employees with two hours of training on federal and state sexual harassment laws and remedies available to victims. Section 1 of Public Act 19-16 expands this requirement to cover (1) employers of **any** size and (2) **non-supervisory employees** for employers with at least three employees. The Act requires the new training to occur within one year of October 1, 2019, except that any employer who provided the bill’s training to any such employees after October 1, 2018, is not required to provide it a second time.

The Act requires the CHRO to develop and make available to employers a free, online training and education video or other interactive method that fulfills the Act’s training requirements, although there is no deadline associated with this mandate. Employers having three or more employees, must provide the required training to employees hired on or after October 1, 2019 within six months of hire if the CHRO has developed and made available its online training materials. Public Act 19-16 does not address the scenario for training requirements for employees hired on or after October 1, 2019 if the CHRO does not make the training materials available to be used within six months of an employee’s hire, but presumably employers would need to ensure those new employees at least receive the requisite training by October 1, 2020 in the absence of such CHRO materials consistent with the requirement for existing employees.

Under the Act, employers required to provide this training must provide supplemental training at least every 10 years to update employees on the content of the training and education. As amended by Section 5 of Public Act 19-93, the Act subjects employers to a fine of up to \$750 if they fail to provide the training and education as required. In addition, the new Act additionally classifies this inaction as a discriminatory practice. By expanding the definition of discriminatory practice, the Act allows individuals aggrieved by any such violation of the training requirements, or CHRO itself, to file a complaint with CHRO alleging discrimination.

Existing law requires employers with three or more employees to post in a prominent and accessible place a notice stating that sexual harassment is illegal and the remedies available to victims. Section 1 of Public Act 19-16 requires these employers to also send a copy of this information to employees by email within three months of their hire if the (1) employer has provided an email account to the employee or (2) employee has provided the employer with an email address. The email’s subject line must be similar to “Sexual Harassment Policy.” If an employer has not provided email accounts to employees, it must post the information on its website, if it has one. As outlined above, employers are subject to a fine of up to \$750 for failure to comply with these requirements.

The CHRO must develop and include on its website a link about the illegality of sexual harassment and the remedies available to victims. An employer can comply with the requirement above by providing this link to employees by email, text message or in writing.

Section 8 of Public Act 19-16, as amended by Section 5 of Public Act 19-93, effective October 1, 2019, provides that during the twelve-month period following the date on which a complaint was filed

against the employer, or if the executive director of the CHRO reasonably believes that an employer is in violation of the training and information posting requirements described above, the CHRO's executive director will now have the authority to assign designated representatives to enter an employer's business location, during normal business hours, to ensure compliance with these requirements. The designated representatives may also examine the employers' records, policies, procedures, postings, and sexual harassment training materials to ensure compliance with these posting requirements and the sexual harassment training requirements described above. Fortunately, the Act requires these designated representatives, when carrying out these duties, to ensure they do not unduly disrupt the employers' business operations.

Lastly, Section 4 of Public Act 19-16, effective October 1, 2019 provides that if an employer takes immediate corrective action in response to an employee's claim of sexual harassment, such corrective action may not modify the conditions of employment of the employee making the claim unless such employee agrees, *in writing*, to any modification in the conditions of employment. As defined in the Act, "corrective action" includes, but is not limited to, employee relocation, assigning an employee to a different work schedule, or other substantive changes to an employee's terms and conditions of employment. Section 8 of Public Act 19-96 further provides, however, that notwithstanding an employer's failure to obtain such written agreement from the employee regarding a modification in the conditions of employment, the CHRO may find that corrective action taken by an employer was reasonable and not of detriment to the complainant based on the evidence presented to the CHRO.

Safe School Climate

Public Act 19-166 makes several changes to current laws related to bullying and safe school climate. Section 1 of the Act establishes a statewide "social and emotional learning and school climate advisory collaborative" to, among other things, collect information relative to school climate improvement and to identify best practices for promoting positive school climates. Key roles of the advisory collaborative, among others, as identified by Sections 1 and 2 of the Act, are to (1) develop a model positive school climate policy by January 1, 2020, (2) develop an assessment for screening students in grades three to twelve for suicide risk, (3) develop a plain language explanation of the rights and remedies available to parents and guardians under the Conn. Gen. Stat. § 10-4b complaint process and provide it to each local and regional board of education, and (4) develop a biennial statewide school climate survey.

Key dates related to the work of the advisory collaborative and corresponding responsibilities of boards of education include:

- January 1, 2020: The advisory collaborative must develop the model positive school climate policy;
- July 1, 2020: The advisory collaborative must submit the screening assessment to determine risk of suicide and recommendations for implementation in public schools;
- January 1, 2021: The advisory collaborative must provide the plain language explanation of the rights and remedies available through the Conn. Gen. Stat. § 10-4b complaint process to each board of education;
- January 1, 2021 and annually thereafter: The advisory collaborative must submit a report to the General Assembly regarding the efforts of the advisory collaborative concerning improving school climate, the need for technical assistance

for school districts, best practices, directing resources for state and local initiatives and any recommendations;

- June 30, 2021: Each board of education must publish on its website the plain language explanation of the rights and remedies available under the Conn. Gen. Stat. § 10-4b complaint process;
- July 1, 2021: The advisory collaborative must develop the biennial statewide school climate survey designed to obtain confidential information from school employees and parents and guardians concerning impressions of school climate; and
- August 1, 2021: SDE must publish the model positive school climate policy and the biennial statewide school climate survey on the SDE website.

In addition, Section 3, effective July 1, 2021, makes substantial revisions to Conn. Gen. Stat. § 10-222d, the statute governing safe school climate plans and public schools' bullying policies and obligations.

Section 3 redefines "school climate" to mean "the quality and character of school life based on patterns of students', parents' and guardians' and school employees' experiences of school life, including, but not limited to, norms, goals, values, interpersonal relationships, teaching and learning practices and organizational structures."

Section 3 also creates three new statutory definitions:

- (1) "Positive school climate" means a school climate in which
 - (a) the norms, values, expectations and beliefs that support feelings of social, emotional and physical safety are promoted,
 - (b) students, parents and guardians of students and school employees feel engaged and

respected and work together to develop and contribute to a shared school vision,

- (c) educators model and nurture attitudes that emphasize the benefits and satisfaction gained from learning, and
 - (d) each person feels comfortable contributing to the operation of the school and care of the physical environment of the school
- (2) "Emotional intelligence" means the ability to
 - (a) perceive, recognize and understand emotions in oneself or others,
 - (b) use emotions to facilitate cognitive activities, including, but not limited to, reasoning, problem solving and interpersonal communication,
 - (c) understand and identify emotions, and
 - (d) manage emotions in oneself and others; and
 - (3) "Social and emotional learning" means the process through which children and adults achieve emotional intelligence through the competencies of self-awareness, self-management, social awareness, relationship skills and responsible decision-making.

Most significantly, however, Section 3 of the Act redefines the term "bullying." Currently, bullying is defined as:

- (A) the repeated use by one or more students of a written, oral, or electronic communication, such as cyberbullying, directed at or referring to another student attending school in the same school district or (B) a physical act or gesture by one or more students repeatedly directed at another student attending school in the same district, that: (i) causes physical or emotional harm to such student or damage to such student's property, (ii) places such student in reasonable fear

of harm to himself or herself, or of damage to his or her property, (iii) creates a hostile environment at school for such student, (iv) infringes on the rights of such student at school, or (v) substantially disrupts the education process or the orderly operation of a school.

Effective July 1, 2021, the Act defines “bullying” to mean

An act that is direct or indirect and severe, persistent or pervasive, which (A) causes physical or emotional harm to an individual, (B) places an individual in reasonable fear of physical or emotional harm, or (C) infringes on the rights or opportunities of an individual at school.

The revised definition of “bullying,” however, retains the current statutory language confirming that bullying includes, but need not be limited to:

a written, oral or electronic communication or physical act or gesture based on any actual or perceived differentiating characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity or expression, socioeconomic status, academic status, physical appearance, or mental, physical, developmental or sensory disability, or by association with an individual or group who has or is perceived to have one or more of such characteristics.

Notably, the Act removes the explicit requirements within the current definition of bullying that both the alleged perpetrator and alleged victim be students attending school in the same school district. Additionally, the Act removes the current requirement that the Act be “repetitive” in nature and instead establishes a new, hostile environment harassment-like standard by requiring that the Act be “severe, persistent or pervasive.”

Section 3 also amends the requirements for safe school climate plans required for each board of education. Currently, safe school climate plans must require a school to notify the parent or guardian of both students who commit verified acts of bullying and students who were victims of such acts within forty-eight hours after completing its bullying investigation. Section 3 expands this requirement to specify that such notice to parents or guardians must include (a) notice of the results of the bullying investigation and (b) verbal and email (if the parent’s or guardian’s email address is known) notice to the parents or guardians that they may refer to the plain language explanation of the rights and remedies available under the Conn. Gen. Stat. § 10-4b complaint process published on the district’s website.

Again, as noted above, the effective date for the new and revised statutory terms and new requirements for safe school climate plans is July 1, 2021. Therefore, districts are not required to revise their safe school climate plans or bullying policies immediately.

Finally, Section 5 of the Act, effective July 1, 2019, requires that each local and regional board of education, in consultation with SDE and the advisory collaborative, provide on the Department’s website training materials to school administrators regarding the prevention of and intervention in discrimination against and targeted harassment of students based on such students’ (1) actual or perceived differentiating characteristics, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identify or expression, socioeconomic status, academic status, physical appearance or mental, physical developmental or sensory disability, or (2) association with individuals or groups who have or are perceived to have one or more of such characteristics.

Public Act 19-166 raises numerous questions about how boards of education will implement these new

requirements as they become effective. This is particularly true with respect to the new definition of bullying that seems to lack any clarity with respect to the limits of school districts' obligations or authority to address conduct by individuals who may or may not be students, let alone have a connection to the district.

Importantly, as referenced above, the statutory definitions and many of the other school district obligations (with the exception of the requirement for training materials regarding discrimination required by Section 5) are not effective for the 2019-2020 school year. Based on the work of the advisory collaborative and other factors, it is possible that the General Assembly will further amend these provisions before they take effect. Nevertheless, school and district leaders should be aware of and appropriately prepare for the requirements that, at least at this point, will become effective in the near future.

Firm Graduation Date

Section 10-16/ of the Connecticut General Statutes had permitted boards of education to set a firm graduation date that fell no earlier than the 185th day noted in the school calendar adopted for that year, but also permitted boards to set a firm graduation date on or after April 1 that, at the time of its establishment, provided for at least 180 days of school. Effective July 1, 2019, **Public Act 19-195** amends Conn. Gen. Stat. § 10-16/ to permit boards to establish a firm graduation date at any time during the school year, provided that the date chosen falls no earlier than the 180th day noted in the school calendar adopted for that year.

Fast Track Tenure in Priority School Districts

Since 2010, a certified teacher or administrator employed in a priority school district could attain

tenure after 10 months of employment in the priority school district if the individual previously attained tenure with another local or regional board of education in Connecticut or another state. Effective July 1, 2019, Section 2 of **Public Act 19-139** repeals such expedited tenure provision. As a result, teachers and administrators employed in priority school districts will be subject to the same tenure provisions as other certified staff.

School Security and Safety

Since 2014, the Department of Emergency Services and Public Protection ("DESPP") has been required to develop school security and safety plan standards in consultation with SDE. Beginning with the 2014-2015 school year, boards of education have been required to develop and update school security and safety plans for the district and/or each school within the district.

Section 1 of **Public Act 19-52** requires DESPP, in consultation with SDE, to reevaluate and update the school security and safety plan standards by January 1, 2020, and every three years thereafter. SDE is further required to distribute such standards to all public schools within the state. As discussed below, **Public Act 19-184** separately requires DESPP to revise the school security and safety plan standards by October 1, 2019 to include provisions relating to emergency communication plans for students with hearing impairments.

In addition, Section 2 of the Act requires DESPP to seek ways to simplify the documentation required by boards of education to comply with school safety and security reporting requirements. Such required documentation currently includes the school's security and safety plan, as well as annual reports regarding fire and crisis response drills. By January 1, 2020, DESPP must submit a report identifying the key components

of such documentation and outlining how the department will simplify the required documentation. DESPP will then implement the new requirements for documentation not later than July 1, 2020. A similar provision, with the same timelines, requires DESPP and the School Safety Infrastructure Council to seek ways to simplify the documentation required for applicants of the school security infrastructure competitive grant program.

Lastly, Section 3 of the Act, effective October 1, 2019, requires DESPP to develop criteria to identify qualified school security consultants operating in Connecticut to include on its registry of such consultants, which, under current law, must be updated at least annually and must be publicly available.

School Police and Federal Immigration Authorities

Public Act 19-20, effective October 1, 2019, revises the responsibilities of state law enforcement and defines such responsibilities for school police or security departments with respect to federal immigration authorities, including the United States Immigrations and Customs Enforcement and the United States Customs and Border Protection. For the purposes of this Act, school police or security departments mean any police or security department of the constituent units of the state system of higher education, a public school or a local or regional school district.

Specifically, Section (b)(1)(A) provides that no school police or security department within a public school is permitted to arrest or detain an individual pursuant to a civil immigration detainer (a request from a federal immigration authority to detain or facilitate the arrest of an individual) unless the detainer is accompanied by a warrant issued or signed by a judicial officer.

In addition, Section (b)(1)(B) prohibits public school police or security departments from expending or using time, money, facilities, property, equipment, personnel or other resources to communicate with a federal immigration authority regarding the custody status or release of an individual targeted by a civil immigration detainer.

Furthermore, public school police or security departments may not arrest or detain an individual based on an administrative warrant (which is a warrant issued by a federal immigration enforcement agent, rather than by a judicial officer); give a federal immigration authority access to interview an individual who is in the custody of a law enforcement agency; or perform any function of a federal immigration authority.

Operations Relating to Special Education and Students with Disabilities

Public Act 19-184 makes several changes to current laws related to the provision of special education.

Section 1 of the Act, effective July 1, 2019, prohibits administrators from disciplining or retaliating against any staff members for communications about student programming at planning and placement team (“PPT”) meetings. Specifically, the Act provides that, “no local or regional board of education shall discipline, suspend, terminate, or otherwise punish any member of a [PPT] who discusses or makes recommendations concerning the provision of special education and related services for a child during a [PPT] meeting for such child.”

Section 3, also effective July 1, 2019, requires that the Section 504 plan for a student who is deaf or hard of hearing must include a language and communication plan. Language and communications plans for

students with Individualized Education Programs who are deaf or hard of hearing have been required since 2012. In addition, Section 3 of the Act requires that the language and communication plan for a student with an IEP or Section 504 plan must address an *emergency communication plan* that includes procedures for alerting the child of an emergency situation and ensuring that the child's specific needs are met during the emergency situation.

Section 4 requires the DESPP, in consultation with SDE, to revise the school security and safety plan standards to include provisions relating to emergency communication plans by October 1, 2019. In addition, by January 1, 2020, districts must revise their school security and safety plans to include provisions relating to emergency communication plans.

Section 5 similarly requires the School Safety Infrastructure Council to include provisions relating to emergency communication plans in the criteria for school building projects by October 1, 2019.

Section 7, effective July 1, 2019, adds a requirement to electronically notify parents and guardians upon the identification of a student as gifted and talented. The notice must include (1) an explanation of how such student was identified as gifted and talented, and (2) the contact information for (A) the employee at the school responsible for gifted and talented students, or, if there is no such employee, the special education director; (B) the employee at SDE designated as responsible for providing such information; and (C) any associations in the state that provide support to gifted and talented students.

Section 8, effective July 1, 2019, explicitly provides that a local educational agency ("LEA") in which a student resides must pay the costs of services for students with Section 504 plans who attend interdistrict magnet

schools in the same manner as LEAs pay for special education, except such costs are not eligible for excess cost grants. Mirroring the special education provisions, the Act further indicates that magnet schools are responsible for ensuring full-time students with Section 504 plans receive the services in their Section 504 plans.

Section 10, effective July 1, 2019, provides that any private provider of special education services that has entered into a contract with an LEA must inform the LEA of: (1) all complaints received against such private provider concerning the mistreatment of students receiving special education services from the provider; (2) the resolution or outcome of such complaints and any corrective action taken as a result of such complaints; and (3) any programming or service changes for students under the jurisdiction of the LEA as a result of a complaint.

Lastly, the Act creates two working groups and requires one study. The first working group is charged with studying issues related to the provision of special education during the period after birth-to-three and before kindergarten. The second working group, established within SDE, will develop language assessments for students identified as deaf, hard of hearing, or both blind or visually impaired and deaf. Third, the IEP Advisory Council will conduct a study concerning the authorization of private therapists to provide special education and related services directly to students at school during the regular school day.

Guidelines for a Comprehensive School Counselor Program

Public Act 19-63 requires the State Board, in collaboration with a statewide association that represents school counselors, to adopt guidelines for a comprehensive school counseling program by July 1, 2020. The guidelines are intended to ensure that all students have access to a comprehensive school

counseling program that provides academic, social-emotional, and post-secondary and career readiness programming by a certified school counselor with adequate training. The State Board will publish the guidelines on SDE's website.

Domestic Violence Services and Resources

Public Act 19-146 requires the Judicial Branch's Office of Victim Services to compile information on domestic violence victim services and resources by December 1, 2019 and to provide that information to SDE. SDE, in turn, is then required to publish the information on its website by January 1, 2020 and to publish any necessary revisions to the information. Beginning with the 2020-2021 school year, and each school year thereafter, SDE must disseminate this information to local and regional boards of education on an annual basis. Correspondingly, boards of education will be required to provide such information to (1) any student or parent or guardian of a student who expresses to a school employee that such student, parent or guardian or a person residing with such student or parent or guardian does not feel safe at home due to domestic violence, and to (2) a parent or guardian of a student who authorizes the transfer of such student's educational records to another school.

Paid Family and Medical Leave

Public Act 19-25 creates the Family and Medical Leave Insurance ("FMLI") program to provide wage replacement benefits to certain employees taking leave for reasons allowed under the state's Family and Medical Leave Act ("FMLA"), which the Act also amends, or the family violence leave law. It will provide employees with up to twelve weeks of FMLI benefits over a twelve-month period. Also available will be two additional weeks of benefits for a serious

health condition that results in incapacitation during pregnancy.

With respect to public schools, the Act excludes a local or regional board of education from the definition of "employer." However, certain "covered public employees" will be eligible for these benefits. "Covered public employee" includes a member of a collective bargaining unit whose union negotiates into the FMLI program under the Municipal Employee Relations Act and the Teacher Negotiation Act. If a board of education negotiates inclusion in the FMLI program for members of a collective bargaining unit, "covered public employee" also means an individual who is employed by such board of education and who is not in a bargaining unit.

Under the Act, benefit-eligible employees will be those "covered public employees," who earned at least \$2,325 during their highest earning quarter within their base period (the first four of the five most recently completed quarters). In addition, the employees must have worked for their employer in the previous 12 weeks.

The program is funded by employee contributions, with collections beginning in January 2021. The Paid Family and Medical Leave Insurance Authority, which the Act creates, must annually determine the employee contribution rate, which cannot exceed 0.5%. The Act also caps the amount of an employee's earnings subject to contributions at the same amount of earnings subject to Social Security taxes (currently \$132,900). A covered employee's weekly benefits under the program are generally calculated as 95% of his or her average weekly wage, up to 40 times the state minimum wage, plus 60% of his or her average weekly wage that exceeds 40 times the minimum wage, with total benefits capped at 60 times the minimum wage.

Alternatively, employers can provide benefits through a private plan, which must provide their employees with at least the same level of benefits under the same conditions and employee costs as the FMLI program. Private plans must meet certain requirements for approval, and employees covered by an employer's private plan do not have to contribute to the FMLI program.

Duration of DCF Investigations

Section 2 of **Public Act 19-120**, effective July 1, 2019, modifies the deadlines for DCF child abuse and neglect investigations from forty-five calendar days to thirty-three business days.

Instruction in Culturally Responsive Pedagogy

Public Act 19-100, effective July 1, 2019, expands the required professional development training required by Conn. Gen. Stat. § 10-148a and in-service training required by Conn. Gen. Stat. § 10-220a to include culturally responsive pedagogy and practice.

MISCELLANEOUS STATUTORY CHANGES AFFECTING SCHOOLS:

Minimum Budget Requirement

Section 271 of **Public Act 19-117**, effective July 1, 2019, extends the requirements of the Minimum Budget Requirement ("MBR") to the fiscal years ending June 30, 2020 and June 30, 2021. This section of the Act also revises the existing MBR rule which allows towns to reduce their educational appropriations below the level necessary for MBR compliance

when the school district experiences a decline in its resident student population. Now, a town may reduce its budgeted appropriation for education if the school district experienced a decline in its resident student population in any of the prior five fiscal years, provided that the town can only use each year-to-year decline as the basis for a reduction in its educational appropriations once. Such reductions in appropriations based on declining student enrollment are also no longer subject to a statutory cap. The reauthorized MBR statute maintains each of the other existing categories of allowances for reductions in educational appropriations, but it adds clarifying examples of the types of cost savings measures that will be considered for approval by the Commissioner of Education.

Section 288 of Public Act 19-117, effective July 1, 2019, alters the penalty for MBR violations during the fiscal year ending June 30, 2019. Section 10-262i of the Connecticut General Statutes requires towns who violate the MBR to forfeit two dollars for every dollar of their funding shortfall. The statute requires the forfeiture of such amount by the town during the second year after the violation. This section of Public Act 19-117 halves the penalty for violations which occurred during the fiscal year ending June 30, 2019. It also allows for towns who committed violations during the fiscal year which ended June 30, 2019 to avoid a penalty altogether by appropriating additional funding to the board of education in the amount of the shortfall during the current fiscal year.

Finally, Section 250 of Public Act 19-117, effective July 1, 2019, requires SDE to compile an MBR calculation worksheet for each board of education. SDE must provide the worksheet the appropriate board of education and make it available on SDE's website.

Nonlapsing Accounts for Unexpended Funds

Section 285 of **Public Act 19-117**, effective July 1, 2019, increases the permissible amount of unexpended funds from the prior fiscal year's budgeted appropriation for education that a town may deposit into a nonlapsing account from one percent (1%) to two percent (2%) of the total budgeted appropriation for education for that prior fiscal year. The Act now clarifies that expenditures from such accounts may only be made for educational purposes and must be authorized by the local board of education of the town.

Quarterly Reports on Expenditures and Revenues

Effective July 1, 2019, Section 290 of **Public Act 19-117** establishes a new requirement that local and regional boards of education must, on a quarterly basis, post the board's current and projected expenditures and revenues on its website and submit a copy of such information to the legislative body of the municipality (or board of selectmen). This requirement is effective for the 2019-2020 fiscal year.

Municipal and Regional School District Audits

Each municipality and regional school district must have its financial statements audited at least once every year by an independent auditor. The statutes expressly authorize the Office of Policy and Management ("OPM") to review those audit reports on a biennial basis and to report any evidence of fraud or embezzlement to the State's Attorney's Office. OPM is also required to prepare a report and submit it to the municipality or regional school district whenever review

of the audit results in (1) findings of unsound or irregular financial practice or (2) if the audit was not conducted in compliance with statutory requirements. The report must include detailed findings and recommendations for corrective action. Effective July 1, 2019, Section 1 of **Public Act 19-193** will now require that upon receipt of such a report by the chief executive officer of a municipality or the superintendent of schools for the regional school district, such individual shall attest to and explain the secretary's findings and submit a written plan for corrective action to OPM.

MARB Review of Collective Bargaining Agreements

Current law expressly authorizes the Municipal Accountability Review Board ("MARB") to have the same opportunity and authority to approve or reject municipal or board of education collective bargaining agreements for designated tier III municipalities as are provided to the legislative body of the municipality. Effective July 1, 2019, Section 5 of **Public Act 19-193** clarifies that this opportunity and authority for MARB to review agreements reached by boards of education in tier III municipalities referred to MARB on or after January 1, 2018 includes agreements with non-certified bargaining units that do not otherwise require municipal approval. The board of education must submit such negotiated agreements to MARB within fourteen days of reaching an agreement and MARB will have thirty days to act upon the agreement.

Minority Teacher Recruitment and Retention

Public Act 19-74 contains a number of provisions aimed at increasing minority teacher recruitment and retention. Section 1 of Public Act 19-74 requires that for the 2020-2021 school year, and each year thereafter, the Minority Teacher Recruitment Policy

Oversight Council must develop and implement strategies and use existing resources to ensure at least 250 new minority teachers and administrators, of which at least 30% are men, are hired by boards of education each year.

Changes effective July 1, 2019 include the following:

Section 2 requires the Commissioner of Education to establish educator certification reciprocity agreements with education officials for each state. If the commissioner is unable to establish a reciprocity agreement, the commissioner may establish or join an interstate agreement.

Section 3 permits a satisfactory, rather than an excellent, score to be substituted for a subject area assessment for certification requirements for a subject shortage area.

Section 4 extends the teacher mortgage assistance program to certified teachers who graduated from public high school in an educational reform district, an historically black college or university, or a Hispanic-serving institution.

Section 5 creates an additional category under Conn. Gen. Stat. § 10-183v(b) for the reemployment of retired teachers receiving retirement benefits for up to one full school year for such retired teachers who graduated from the above-listed schools.

Section 6 revises certain teacher certification requirements such that the State Board shall issue an initial educator certificate to any person who holds a bachelor's degree or an advanced degree from an institution of higher education that is regionally accredited or has received an equivalent accreditation. Section 7 removes the requirement to complete subject matter assessments after the expiration of a valid teaching certificate in certain instances. In particular,

subject matter assessments are not required if the person either (A) successfully completed at least three years of teaching experience under a valid teaching certificate in the past ten years in such endorsement area, or (B) holds a master's degree or higher in the subject area for which such person is seeking renewal or advancement. Similarly, any person who has previously achieved a satisfactory evaluation on an approved subject area assessment for a teaching certificate that has expired will not be required to take the current subject matter assessment, provided the Commissioner of Education determines the requirements are at least equivalent.

In addition, Section 262 of **Public Act 19-117**, effective July 1, 2019, creates a minority educator loan reimbursement grant for the 2019-2020 fiscal year ending June 30, 2020, and for each fiscal year thereafter, through the Office of Higher Education. This grant is available to minority educators who hold a professional certification and are employed as certified staff by a board of education. As clarified by, Section 263 of Public Act 19-117, this loan reimbursement grant will be a part of the larger minority teacher incentive program established under Conn. Gen. Stat. § 10-168a and replaces a previous loan reimbursement program.

Pilot Program for Advanced Manufacturing Certificate

Public Act 19-103 requires that the Board of Regents for Higher Education ("BOR") create a pilot program by January 1, 2020 that establishes an advanced manufacturing certificate program in one public high school in Connecticut per year. The Act further requires the BOR to (1) develop an application process and selection criteria for interested local and regional boards of education and (2) explore funding for the program. The criteria developed must give priority to (a)

areas of the state where there is a need for a workforce trained in advanced manufacturing, (b) economically distressed municipalities, (c) areas where residents do not have access to such programs within close proximity to their homes and (d) areas of the state where there is sufficient space in a public high school to operate such programs. Provided that the local or regional board of education selected to participate in the pilot program agrees, the Act additionally permits the BOR to collaborate with independent institutions of higher education that offer a manufacturing certificate program to operate the program at the local public high school.

Local and regional boards of education may apply to participate separately or jointly with other boards of education in their surrounding areas. Those wishing to participate in the pilot program will need to apply in a manner and form prescribed by the BOR and, if selected, will be required to enter into a memorandum of understanding with the BOR with concerning details of the program.

Beginning in the fall semester of 2020, each advanced manufacturing certificate program must enroll:

- (1) public high school students in grades eleven and twelve with the goal of simultaneously earning high school and college credits and an advanced manufacturing certificate while enrolled in high school, and
- (2) adults (upon approval by the local or regional board of education) to take classes at the high school location during evening and weekend hours with the goal of earning an advanced manufacturing certificate.

The BOR must evaluate the operation and effectiveness of the pilot program and provide a report and recommendations to the General Assembly by January 1, 2021.

Task Force to Analyze Laws Governing Dyslexia Instruction and Training

Over the past several years, the legislature has passed various statutes concerning dyslexia training and instruction. For example, in 2015, Public Act 15-97 added the detection and recognition of dyslexia and evidence-based structured literacy interventions to the list of required topics addressed in required in-service training programs for certified staff. In 2016, Public Act 16-92 provided that any person seeking a remedial reading, remedial language arts or reading consultant endorsement must have completed a program of study in the diagnosis and remediation of reading that includes instruction and practicum hours in the detection of, and interventions for, students with dyslexia. In 2017, Public Act 17-3 added candidates for a comprehensive special education or integrated early childhood and special education endorsement to the list of those required to complete such a program of study.

This year, **Special Act 19-8** establishes a task force to analyze and make recommendations on issues relating to the implementation of laws governing dyslexia instruction and training. Part of the analysis for the task force will include whether current in-service training and professional development models are appropriate to provide teachers with the knowledge and understanding to meet the needs of dyslexic students. Additionally, the task force may make recommendations on the components needed to assist and identify students at risk for dyslexia and whether reporting screening data for all school districts would be beneficial. By January 1, 2021, the task force will submit a report on its findings and recommendations to the appropriate committees within the General Assembly.

Study Regarding Regional Cooperation

Section 6 of **Public Act 19-91**, effective from passage, requires SDE to conduct a study concerning the authorization of towns and cooperative arrangements under Conn. Gen. Stat. § 10-158a to be considered a local education agency for purposes of regional cooperation, maximization of efficiencies and cost-savings, without establishing a regional school district. The study is due by January 1, 2020.

Healthy and Balanced Living Curriculum Framework

Section 7 of **Public Act 19-91**, effective from passage, calls for SDE to update, by January 1, 2020, the comprehensive school health education component of the Health and Balanced Curriculum Framework to include sexual harassment and assault, adolescent relationship abuse and intimate partner violence, human trafficking and commercial sexual exploitation.

School Governance Council Member Terms Limits

Public Act 19-91, July 1, 2019, revises Conn. Gen. Stat. § 10-223j to provide that members of a school governance council may serve up to four two-year terms, rather than the previous limit of two terms.

After School Program Grants

Local and regional boards of education may biennially apply to SDE for an “after school program grant” to support after school educational, enrichment and recreational programs for students in grades K-12. Section 248 of **Public Act 19-117** establishes a new requirement, effective for the 2019-2020 fiscal year and each fiscal year thereafter, that SDE award a minimum of 10% of the appropriated funds to municipalities

or local or regional boards of education with a total population of 7,500 or fewer. The Act, however, further provides that any funds not awarded to those municipalities or boards of education by October 15th of each fiscal year may be awarded to any municipality or local or regional board of education. For the 2019-2020 fiscal year and each fiscal year thereafter, grant recipients may expend funds for transportation purposes as part of the after school program.

Uniform Chart of Accounts

Current law requires school districts to annually report school revenues and expenditures to OPM and SDE. Such reports must be filed in accordance with the Uniform Chart of Accounts (“UCOA”) developed by SDE and the Accounting Manual for Municipalities developed by OPM. Effective July 1, 2019, **Public Act 19-117** requires that the UCOA include amounts of federal impact aid received by the school district.

Youth Bureau Grant Program

SDE had been responsible for administering the youth service bureau grant and the enhancement grant programs. Effective July 1, 2019, Sections 251-256 of **Public Act 19-117** transfer that responsibility to DCF.

Technical Education and Career System

Sections 273-284 of **Public Act 19-117** delay by two years the implementation of legislation regarding the transition of the Technical Education and Career System to an independent agency.

School Building Projects

July Special Session Public Act 19-1 makes several revisions to statutes specifically related to school

construction grant projects. One notable change, effective immediately, is a new requirement that a school building committee established by a town or regional school district for a school building project must include at least one member who has experience in the construction industry. The Act also extends the authority of the state to authorize emergency approval of construction grants to projects related to school security projects. The Act further makes adjustments to the reimbursement rates currently available to diversity schools and provides diversity schools an opportunity to obtain an additional 10% reimbursement. Lastly, the Act makes several revisions to certain contracting requirements for architectural, construction management and consultant services related to construction projects that are effective July 1, 2020.

Teachers Retirement System Contributions

Public Act 19-73, effective October 1, 2019, revises the definition of “contributions” in Conn. Gen. Stat. § 10-183b, the teachers’ retirement system statute. Beginning January 1, 2020, mandatory contributions will continue to consist of 7% regular contributions and 1.25% health contributions, except that no health contributions will be required for an employee of

the state that (A) has completed the vesting service necessary to receive health benefits provided to retired state employees, and (B) does not participate in any group health insurance plans maintained for retired teachers. The bill does not affect any other obligations of state employees to contribute to the state’s retiree health care trust fund.

Additional Registration for Carriers Transporting Students

Section 7 of **Public Act 19-119** provides that, as of October 1, 2019, each carrier engaged in the transportation of students must register with the Commissioner of Motor Vehicles in a manner determined by the commissioner. Registration must include the carrier’s name, address, and the name of the employee or agent assigned to review the semimonthly DMV reports concerning the status of the licenses and endorsements of the carrier’s drivers. A carrier must file amendments to the registration report regarding any material change in information within thirty calendar days after the carrier knows or reasonably should know of the change. Failure to comply with this new registration requirement subjects the carrier to civil penalties ranging from \$1,000 to \$2,500.

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ATTACHMENT F





MODEL POLICY INDEX

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SERIES 3000	BUSINESS
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NOTIFICATIONS	STATE



MODEL POLICY INDEX

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Health Assessments/Screenings
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8000 Series (Reserved)

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ESSA Non- or Provisionally Certified Teacher
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ESSA Right to Teacher/Para Qualifications
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Notifications/Forms - State

Bullying Notice/Sample Forms
Early Childhood Licensure/Child Care
Electronic Monitoring Notice
EpiPen Refusal Form
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Homebound Instruction
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Kindergarten Opt Out Form
Meeting Regarding PPT Process/Evaluations
Notification Regarding Attendance/Truancy
Oral Health Assessment Notice
Parent Rights/Info Related to Special Education
Religious Exemption for Immunizations
Student Data Privacy Notice
Student Expulsion Hearing Notice

Required Annual Notices for Handbooks

Required Annual Notices for Handbooks

10/22/19

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

Staffing:

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

Duplication of effort within the firm must be avoided.

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

Adequacy of Descriptions:

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

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

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

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

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

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

Legal Counsel Business Overhead – Non-billable Fees:

Revised: January 2019

Clerical and/or Administrative Activities:

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

Non-billable Fee Activities:

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

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

Non-billable Disbursements:

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

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

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

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



CITY OF NEW HAVEN

BUREAU OF PURCHASES

www.cityofnewhaven.com/purchasingbureau



200 ORANGE STREET
Justin Elicker, Mayor

Approved Marshal List FY 20/21

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. CAPIELLO P.O. BOX 1678 NEW HAVEN, CT 06507 gmi1028@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 %