



NEW HAVEN PUBLIC SCHOOLS  
New Haven, Connecticut

**NEW HAVEN BOARD OF EDUCATION FINANCE AND OPERATIONS COMMITTEE MEETING**

New Haven Board of Education Meeting

Monday, November 16, 2020

Chair: Mr. Matthew Wilcox

**ADDENDUM**

Action Items as listed on the Board of Education Agenda:

**A. AGREEMENTS**

1. Agreement with Morris, Duffy, Alonso & Faley New York State Litigation to represent the Board in litigation pending in New York State court in which the Board of Education is a named defendant for the period of July 1, 2020 – June 30, 2021 in an amount not to exceed \$20,000.00.

**Funding Source:      Operating Budget      Acct. # 19047700-56696-0000**

**Presenter:              Atty. Michael Pinto**



NEW HAVEN PUBLIC SCHOOLS

## Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Michael J. Pinto, Chief Operating Officer  
**Date:** November 13, 2020  
**Re:** Outside Counsel Engagement, Morris, Duffy, Alonso & Faley  
New York State litigation

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**Contractor Name:**

Morris, Duffy, Alonso & Faley, LLP

**Contractor Address:**

101 Greenwich Street, 22<sup>nd</sup> Floor  
New York, NY 10006

**Is the contractor a Minority or Women Owned Small Business?**

Certified in New York State as a Minority and Women Owned Business Enterprise.  
Not certified in New Haven

**Renewal or Award of Contract/Agreement?**

New Agreement

**Total Amount of Contract/Agreement and the Hourly or Service Rate:**

Not to Exceed \$20,000.00;

**Contract or Agreement #:**

**Funding Source & Account #:**

General Funds, BOE Outside Counsel, Account No. 19047700-56696

**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:**

The Chief Operating Officer requests approval ins requested for an agreement to engage the legal services of Morris, Duffy, Alonso & Faley, LLP to represent the Board in litigation pending in New York State court in which the Board of Education is a named defendant. The lawsuit alleges misconduct by a New Haven public Schools teacher during a Richard C. Lee High School Choir performance at Carnegie Hall in New York City in 1984.

The COO requests approval to engage Morris, Duffy, Alonso & Faley, LLP, because the firm is New York based and has experience defending municipalities in similar cases.

The matter is pending in New York State; the allegations are only viable due to a recent change in New York State law, which extended the statute of limitations in such matters.

2. **How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:**

This is an exempt professional services agreement. The firm was selected after it was recommended by one of the City's outside counsel and after the Corporation Counsel interviewed Attorney Pitcoff.

3. **If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?**

N/A

4. **If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?**

N/A

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

N/A. This is the first agreement with this firm.

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

This matter is pending in New York State Court and there is no New York State Licensed, attorney to handle the matter in the Office of Corporation Counsel.



## OFFICE OF THE CORPORATION COUNSEL

165 Church Street 4<sup>th</sup> Floor, New Haven 06510

Tel: 203.946.7958 Facsimile: 203.946.7942

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New Haven



2008

Justin Elicker  
Mayor

Patricia A. King  
Corporation Counsel

November 3, 2020

Mr. Philip Penn  
Chief Financial Officer  
New Haven Board of Education  
54 Meadow Street  
New Haven, CT 06519

RE: *PC-16 Doe v. Hill Regional Career High School, Richard C. Lee High School, New Haven School District, New Haven Board of Education, and New York Choral Society, Inc., FY 2021*

Dear Mr. Penn:

I write to you concerning the need to retain defense counsel for the above-captioned lawsuit filed against the City Board of Education pending before the Supreme Court in the State of New York, County of New York. This case arises from a tort allegedly committed by a BOE employee, now deceased. We need an attorney licensed in the State of New York to defend this case and through one of our outside counsel we have been referred to the firm of Morris, Duffy, Alonso & Faley, LLP. Attorney Rod Williams and I have talked with Attorney Kenneth Pitcolff of this firm and we believe they would be an appropriate choice for defense of this matter. They come highly recommended, have experience representing Connecticut municipalities in similar litigation and they offer reasonable rates.

I am seeking a Board of Education funding source to enter into a legal service agreement with this law firm to defend the above lawsuit. The funding in the total amount of \$20,000 for this fiscal year, is calculated at an hourly rate of \$110 per hour for paralegals and \$225 to \$250 per hour for attorneys. This funding is necessary to carry out these legal services during fiscal year FY 2020-2021. It is likely that funding will be needed in future years to continue the representation until the conclusion of the lawsuit, whether by trial or settlement.

I have attached a copy of the Proposal Letter from Morris, Duffy, Alonso & Faley LLP for your review.

If you have any questions or if you need further information, please feel free to contact me at 203-668-9282. Thank you in advance for your consideration.

Very truly yours,



Patricia A. King

cc: Roderick R. Williams, Deputy Corporation Counsel  
Catherine E. LaMarr, Deputy Corporation Counsel  
Michael Gormany, Budget Director



MORRIS DUFFY ALONSO & FALEY

101 GREENWICH STREET  
22<sup>ND</sup> FLOOR  
NEW YORK, NY 10006  
(212) 766-1888  
FAX (212) 766-3252  
[WWW.MDAFNY.COM](http://WWW.MDAFNY.COM)

October 19, 2020

**VIA: EMAIL**

[RWilliams@newhavenct.gov](mailto:RWilliams@newhavenct.gov)

Roderick Williams  
Deputy Corporation Counsel  
Office the Corporation Counsel  
City of New Haven  
165 Church Street, 4<sup>th</sup> Floor  
New Haven, CT 06510

Re: **PC-16 DOE v. HILL REGIONAL CAREER HIGH SCHOOL, et al**  
Our File No.: (SIU)

Dear Mr. Williams:

We are pleased that you have chosen to retain the services of Morris Duffy Alonso & Faley. Pursuant to Part 1215 of the Joint Rules of the Appellate Division, this letter will set forth the scope and terms of the retention and our representation of Hill Regional Career High School, Richard C. Lee High School, New Haven School District, and New Haven Board of Education.

**SCOPE OF REPRESENTATION**

To defend defendants, Hill Regional Career High School, Richard C. Lee High School, New Haven School District, and New Haven Board of Education in the case of *PC-16 Doe v. Hill Regional Career High School, Richard C. Lee High School, New Haven School District, New Haven Board of Education, and New York Choral Society, Inc.*, pending in the Supreme Court of the State of New York, County of New York under Index Number 950364/2020 and to represent Hill Regional Career High School, Richard C. Lee High School, New Haven School District, and New Haven Board of Education in settlement discussions regarding the allegations which are the subject of the aforestated lawsuit.

**CONTACT AT THE FIRM**

Your primary contact at Morris Duffy Alonso & Faley will be Kenneth E. Pitcoff. Other

attorneys and paralegals may also perform work in connection with your representation and Morris Duffy Alonso & Faley reserves the right to appropriately staff the representation.

### **COMMUNICATION WITH THE FIRM**

We will endeavor to keep you fully advised with respect to the significant events occurring during the course of the representation. We will send you pleadings, documents, correspondence, and other information throughout the course of our representation. Should you have any questions or concerns at all, please communicate them to the attorneys working on your matter.

### **FILE RETENTION**

At the conclusion of the representation, should you desire a copy of those portions of the file that are considered the client's, please let us know and we will have a copy made for you at your expense. Otherwise, Morris Duffy Alonso & Faley retains the files for a period of seven years running from the conclusion of the representation at which time the files are destroyed upon written notice and approval of such time.

### **CLIENT'S RIGHTS AND RESPONSIBILITIES**

The Appellate Divisions of the State of New York have enacted a Statement of Client's Rights, a copy of which is attached hereto. Also attached is a copy of the Statement of Responsibilities, which was promulgated at the same time. If you have any question about the content of either of these documents, please let us know.

### **FEES**

As agreed, our fee for these services is \$250.00 per hour for partners, \$225.00 per hour for associates and \$110.00 per hour for paralegals. You will be charged for customary and usual expenses and costs incurred on your behalf in the course of the litigation, including but not limited to filing fees, transcripts, overnight delivery and messengers with prior written approval from the office of General Counsel. At our option, we may forward to your direction any disbursement in excess of \$500.00.

### **ARBITRATION**

In the event a dispute arises between us relating to our fees, you may have the right to arbitrate the dispute under Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

### **TERMINATION OF THE RELATIONSHIP**

Our representation of you will continue through the conclusion of this matter or until

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Our File No.: (SIU)

PC-16 Doe v. Hill Regional Career High School, et al.

otherwise agreed in writing. In the event fees earned under this agreement are not remitted in a timely fashion, Morris Duffy Alonso & Faley reserves the right to withdraw from this representation, subject, of course, to the requirements of the Code of Professional Responsibilities and the rules of the tribunal in question.

This agreement is a binding contract. As a result, if any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing this agreement. Otherwise, please sign the agreement and return it to me.

On behalf of the firm, we are pleased to represent you in this matter. If you have any questions, please feel free to call.

Very truly yours,

**Kenneth E. Pitcoff**

KENNETH E. PITCOFF

KEP/rjr

I have read this letter and consent to the terms of this agreement.

HILL REGIONAL CAREER HIGH SCHOOL, RICHARD C. LEE HIGH SCHOOL, NEW HAVEN SCHOOL DISTRICT, AND NEW HAVEN BOARD OF EDUCATION

By:

\_\_\_\_\_

[Individual]

\_\_\_\_\_

[Title]

\_\_\_\_\_

[Date]