



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Michael J. Pinto, Chief Operating Officer
Date: Meeting June 29, 2020
Re: FOR INFORMATION ONLY.
Agreement with Berchem Moses, PC to provide Legal Services related to Covid-19 Contract Negotiations, new CHRO matters, litigation

Contractor Name: Berchem Moses, P.C.

Contractor Address: 75 Broad Street, Milford., CT 06460

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

Renewal or Award of Contract/Agreement? Award of Contract

Total Amount of Contract/Agreement and the Hourly or Service Rate: \$19,000.00

Contract or Agreement #:

Funding Source & Account #: Account No. 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:

Berchem Moses has provided legal services related to negotiations for contract amendments related to the Covid-19 shutdown, and services related to a new CHRO matter, as well as legacy litigation.

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:

Berchem Moses, PC is a law firm, providing professional legal services.

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

Berchem Moses has provided quality service in other areas of legal work, particularly in the area of Special Education law.

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

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

2019-2020 legal staff were no adequate to cover these matters during the Covid-19 shutdown

SCOPE OF SERVICES

Agreement to Provide Professional Legal Services Between the New Haven Board of Education and Berchem Moses, P.C., 2019-2020 in an Amount Not to Exceed \$19,000.00

Berchem Moses, P.C. will provides professional legal services for contract negotiations related to the Covid-19 schools shutdown, recently initiated CHRO, and litigation matters.

Services will be provided at the effective hourly rates for the firm for 209-2020. (See attached).



BERCHEM MOSES.COM



75 Broad Street
Milford, CT 06460
T: 203.783.1200
F: 203.878.2235

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

Robert L. Berchem
Marsha Belman Moses
Stephen W. Studer ▶
Richard J. Buturla
Floyd J. Dugas
Rolan Juni Young
Ira W. Bloom
Jonathan D. Berchem ▶
Michelle C. Laubin ◆
Gregory S. Kimmel
Christopher M. Hodgson
Christine Owens Morgan

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

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

Nicholas R. Bamonte
Eric Barba ◆
Richard C. Buturla
Carmlyn Mazanec Dugas
Matthew D. Glennon
Rebecca E. Goldberg
John Y. Khalil
Justin Stanko
Matthew L. Studer
Tyler J. Williams

- ◆ - Also Admitted in CA
- Also Admitted in IL
- ▶ - Also Admitted in MA
- .. Also Admitted in NJ
- ◆ - Also Admitted in NY
- .. Also Admitted in PA

PLEASE REPLY TO
MILFORD OFFICE

September 19, 2019

Via Email and FedEx

Attorney Michael Pinto
Chief Operating Officer
New Haven Public Schools
54 Meadow Street
New Haven, CT 06519

Re: Scope of Services and Rates

Dear Michael:

As requested, I am providing a revised scope of services for the service contract between Berchem Moses PC and the New Haven Board of Education for the 2019-2020 fiscal year:

Rates: \$255 Partner; \$235 Senior Counsel; \$195 Associates;
\$115 Paralegal

LITIGATION -- to provide legal services on an as-needed basis regarding all types of litigation services, including, but not limited to, all state and federal court litigation, CHRO litigation, and student services related litigation.

Current litigation matters being handled in this office include the following:

Charles Mavrelion v. New Haven Board of Education et al., Connecticut OSIIA

There are two matters that involve the same incident/claim: A ConnOSHA hearing and a Superior Court lawsuit. The Superior Court matter is stayed until the ConnOSHA hearing is held.

Attorney Michael Pinto
September 19, 2019
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The decision in the ConnOSHA matter may resolve both claims. If not, it is possible that there may be a subsequent jury trial.

Poindexter v. Blue-Ellis, NNH-CV-17-5041683-S

The matter is scheduled for trial for February 20, 2020 at the New Haven Superior Court.

Brad Chernovetz v. Garth Harries, et al, NNH-CV-17-6075565-S

If dispositive motion is unsuccessful, trial in this matter is scheduled for January 22, 2020. Other than Plaintiff and Defendant Redente no other depositions have been taken to date and none are scheduled; however, Plaintiff's counsel may still try to schedule depositions of the other defendants.

STUDENTS -- to provide legal services to the Board on an as-needed basis regarding education law, special education, and other student-related matters and pre-litigation work. Current student-related matters include the following:

OCR Title VI Compliance Action, File No. 18811-0351

This is an action initiated by OCR in Boston to review concerns with disproportionate discipline of African American and Latino students within the New Haven Public Schools.

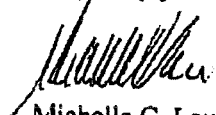
General Student Matters Advice

This allows the special education and pupil services office to call our office with questions requiring various brief answers, sometimes requiring some brief research or review of statutes and regulations or student records, but does not require ongoing representation or the opening of a student matter file.

Individual Student Matters

At any given point in time, we have approximately 10-12 open student matters that require our advice and counsel. We currently have one matter in due process with a hearing officer appointed by the State Department of Education that will likely require a 2-3 day hearing to resolve.

Very truly yours,



Michelle C. Laubin, Esq.

/mcl

cc: T. Jackson
J. Rose, Esq.

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES
200 Orange Street

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



DISCLOSURE & CERTIFICATION AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

	Organization Name	Address	Type of Ownership
1	None		
2			

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

	Name	Title	% of Ownership	DOB
1	None			
2				

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

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

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

(Signed) Michelle C. Laubin, Esq. Title: Assistant Secretary

Subscribed and sworn to before me this 18th day of May, 2020.
Doraa L. Buecher
 (Title) Notary Public

My commission expires July 31st, 2020

THIS FORM MUST BE NOTARIZED

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



Professional Liability Insurance Binder

Date: April 27, 2020

Named Insured: Berchem Moses PC

Mailing Address: 75 Broad St
Milford, CT 06460

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

Insurer: QBE Insurance Corporation (Admitted)

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

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

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

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

Retention

Aggregate: \$25,000

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

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

QBE Premium: \$34,046.00

Taxes, Fees & Surcharge: \$0.00

Endorsements:

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



APPROVED BY BOE:
03/23/2020

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

Minutes – Board of Education Meeting – March 23, 2020

On the motion by Mr. Wilcox, seconded by Dr. Joyner, it was unanimously voted by roll call, to approve one abstract and 3 agreements as presented by the Finance & Operations Committee with 4 ayes, Mayor Elicker, Dr. Joyner, Mr. Wilcox, Mrs. Rivera and 3 nays, Mr. Goldson, Mr. Conaway, Dr. Jackson-McArthur, to approve the following FINANCE & OPERATIONS-RELATED ITEMS:

ABSTRACT

227-20 *Open Choice*, in the amount of \$518,220 from July 1, 2019 to June 30, 2020.

AGREEMENTS

228-20
Clifford Beers
Mental Health Clinic An agreement by and between the New Haven Board of Education and Clifford Beers to provide Mental Health Clinicians at the Dr. Mayo School, Fair Haven, Lincoln Bassett, Truman, Martinez and Jepson schools from March 10 to June 30, 2020 in an amount not to exceed \$15,000.

229-20
Amendment #1
Elicia Lupoli Amendment #1 to Agreement #95498327 with Elicia Lupoli to change funding accounts by reducing salary of \$55,202 by \$15,202 to \$40,098 from Medicaid Reimbursement Program, Account #2534-5408-56694 and to fund \$15,202 from the Seal CT! Program, Acct. #2512-6239-56694.

230-20
Amendment #1,
Berchem, Moses
& Devlin Amendment #1 to an Agreement with Berchem, Moses & Devlin, PC, to increase funding of \$80,000 by \$40,000 to \$120,000 to cover the increased costs associated with legal services from Special Education students and three outstanding litigation matters.

*Resume Motion re Part-Time Rates for Paras, Bus Monitors,
& Full-Time Paraprofessionals that Substitute for Teachers*

Mr. Wilcox reported, as you will recall, we postponed this item at our last regular Board meeting to resume at this regular Board meeting in order to get some financial information on the costs involved since we are in a deficit and projecting a deficit for next year as well. Mr. Penn presented some information on that original motion and he explained. Mr. Wilcox called on Mr. Penn to present further information.

Mr. Penn remarked in light of the fact that we are committed to paying out the part-time pay for the next two weeks, and he thinks this is the top priority, it is his recommendation that we table this for a period of time until we have a better resolution of where we are with the part-time pay overall and/or we get to a point where the change in the federal minimum wage will force us to make a decision. He is concerned about the additional burden this will put on the General Fund.