

**City of New Haven**  
**Office Of Management and Budget**  
**Justin M. Elicker, Mayor**  
**Michael Gormany, City Budget Director**

TO: New Haven Board of Education Finance and Operations Committee

FROM: Dr. Iline Tracey, Superintendent  
Patricia King, City Corporation Counsel  
Michael Gormany, City Budget Director/ Acting Controller

DATE: Monday, August 16, 2021

**RE:** *Approval of MOU between the City of New Haven and Board of Education regarding salary reimbursement for Assistant Corporation Counsel*

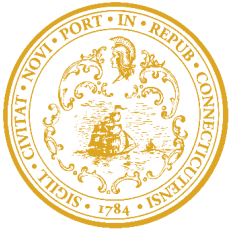
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**Executive Summary:** Approval is requested to enter an MOU by and between the City of New Haven and Board of Education regarding legal representation by one of the City Assistant Corporation Counsel positions. The purpose of this MOU is to memorialize the parties' respective rights and obligations concerning the contribution of the BOE towards the salary of one Assistant Corporation Counsel in the Office of the Corporation Counsel designated to work primarily on legal matters for the BOE.

Terms and Conditions of the MOU have remained unchanged from prior fiscal years.

Contract or Agreement #: TBD

Funding Source & Account #: 19047700-56696



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**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (the "MOU"), effective as of July 1, 2021 to June 30, 2022 (the "Effective Date"), is entered into between the City of New Haven, acting by Patricia King, its Corporation Counsel, duly authorized (hereafter "the City"), and the New Haven Board of Education (hereafter "BOE"), acting by Dr. Ilene Tracey, its Superintendent, its duly authorized representative.

The purpose of this MOU is to memorialize the parties' respective rights and obligations concerning the contribution of the BOE towards the salary of one Assistant Corporation Counsel in the Office of the Corporation Counsel designated to work primarily on legal matters for the BOE.

WHEREAS, the Corporation Counsel budget for FY 2021-2022 reflected an allocation of \$30,000 from the BOE towards the salary of one Assistant Corporation Counsel to be assigned to work primarily on legal matters for the BOE; and

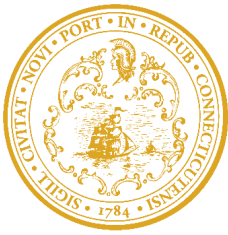
WHEREAS, the BOE during FY 2019-2020 contributed a prorated amount of \$20,000 from its outside counsel budget towards the salary of an Assistant Corporation Counsel hired in October 2019 by the Office of Corporation Counsel to be assigned to work primarily on legal matters for the BOE; and

WHEREAS, the BOE during FY 2020-2021 contributed a prorated amount of \$30,000 from its outside counsel budget towards the salary of an Assistant Corporation Counsel hired in October 2019 by the Office of Corporation Counsel to be assigned to work primarily on legal matters for the BOE; and

WHEREAS, the City budget for Fiscal Year 2021-2022 reflected an allocation of \$30,000 from BOE towards this position as part of the Corporation Counsel budget, approved by the Board of Alders;

NOW THEREFORE, the City and the BOE wish to memorialize their agreement in writing and hereby agree as follows;

1. For purposes of this MOU, the BOE ratifies the transfer of \$30,000 of its outside counsel budget for FY 2021-2022 towards the salary of an Assistant Corporation Counsel assigned to work primarily on BOE matters;
  - a. This MOU may be renewed on an annual basis for subsequent fiscal years in an amount of at least \$30,000 towards the position.
  - b. Upon renewal of this MOU, the amount of the contribution shall increase by 35% of any increase in annual salary for the Assistant Corporation Counsel position in future fiscal years.



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2. The parties agree that the Assistant Corporation Counsel assigned to the BOE shall always remain for supervisory and administrative purposes under the Office of Corporation Counsel.
3. Should a conflict arise between the City and the BOE in connection with the work of the Assistant Corporation Counsel assigned to the BOE, the parties agree to work together to resolve the any conflict.
4. Either party may terminate this MOU, with or without cause, on sixty (60) days prior written notice.
5. Any notices required or permitted by this MOU or by the parties' relationship shall be given in writing, or by electronic mail or facsimile addressed to:
  - a. The Corporation Counsel for the City of New Haven, 65 Church St. New Haven, CT 06510; or at such other address as the City shall designate in writing.
  - b. Superintendent, New Haven Board of Education, 54 Meadow Street, New Haven; or at such other address as the BOE shall designate in writing.
6. This MOU constitutes the entire understanding between the City and the BOE with respect to the subject matter hereof and merges all prior and contemporaneous communications, written and oral. This MOU shall not be modified except by a written instrument signed by both parties.

CITY OF NEW HAVEN

BY: \_\_\_\_\_

Patricia King  
Corporation Counsel, City of New Haven  
Duly Authorized

BOARD OF EDUCATION

BY: \_\_\_\_\_

Dr. Iline Tracey,  
Superintendent of New Haven Public Schools  
Duly Authorized