



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Michael J. Pinto, COO
Date: October 28, 2020
Re: F&O Agenda Item Request/Approval
Agreement with City of New Haven Corporation Counsel

Contractor Name: City of New Haven Corporation Counsel

Contractor Address: 165 Church Street, 4th Floor, New Haven, CT 06510

Is the contractor a Minority or Women Owned Small Business? N/A

Renewal or Award of Contract/Agreement? Memorandum of Understanding

Total Amount of Contract/Agreement and the Hourly or Service Rate: \$30,000.00.

The cost represents approximately Thirty-five percent of the salary line item for a new staff attorney position created in the Office of the Corporation Counsel to be assigned to Board of Education matters.

Contract or Agreement #: N/A

Funding Source & Account #: 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:

The attached Memorandum of Understanding (MOU) between the New Haven Board of Education and the Office of the Corporation Counsel provides for the Office of Corporation to provide dedicated staff attorney time to the Board of Education and NHPS for legal matters as may arise that affect the BOE/NHPS.

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:

N/A. Under the MOU, the Office of the Corporation Counsel will provide staff counsel to the BOE/NHPS.

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

The MOU formalizes the agreement made between former Superintendent Carol Birks and former Corporation Counsel John Rose for the 2020-21.

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

The contribution of \$30,000.00 to the support the staff counsel assigned to BOE matters is unchanged. This is same annualized contribution made in FY2019-2020. The actual contribution was pro-rated because the staff position was not filled until one-third of the way through the fiscal year.

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

There is no change in the current year to the cost of services provided

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

This contribution is an investment in building internal City/BOE legal capacity. Although the Board of Education is the largest City department by a large margin, there had been no staff counsel dedicated to providing regular legal support to the BOE/NHPS prior to Birks-Rose agreement and the subsequent the hiring of Atty. Elias Alexiades.

The MOU provides for staff counsel from the Office of the Corporation Counsel to address Board of Education and NHPS legal matters without resort to enlisting outside counsel on all matters. Although the contribution constitutes approximately thirty-five percent of the salary line-item for the position, more than ninety percent of the position time to date has been dedicated to BOE matters.

The salary allocation is drawn from the BOE outside counsel budget line-item. This directly reduces the amount of money spent by the BOE on outside counsel and is a highly cost-effective management of the Board's general fund budget.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU"), effective as of November ____ 2020 (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 City, through Attorney John Rose, then Corporation Counsel, and the BOE through Dr. Carol Birks, then Superintendent, entered into an agreement effective for FY 2019-2020 that the BOE would contribute \$30,000 from its outside counsel budget towards the salary of one Assistant Corporation Counsel to be assigned to work primarily on legal matters for the BOE; and

WHEREAS, the BOE pursuant to the aforementioned agreement 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, this agreement was reflected in the budget for Fiscal Year 2020 – 2021 by an allocation of \$30,000 in BOE outside counsel funds 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 2020-2021 towards the salary of an Assistant Corporation Counsel assigned to work primarily on BOE matters;
 - a. The BOE agrees that it shall contribute at least \$30,000 every year to such a position.
 - b. The BOE further agrees to increase this contribution by 35% of any increase in annual salary for the Assistant Corporation Counsel position in future fiscal years without need for a written amendment to this agreement.
2. The parties agree that the Assistant Corporation Counsel assigned to the BOE shall remain at all times 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. Ilene Tracey,
Superintendent of New Haven Public Schools
Duly Authorized