



NEW HAVEN PUBLIC SCHOOLS  
New Haven, Connecticut

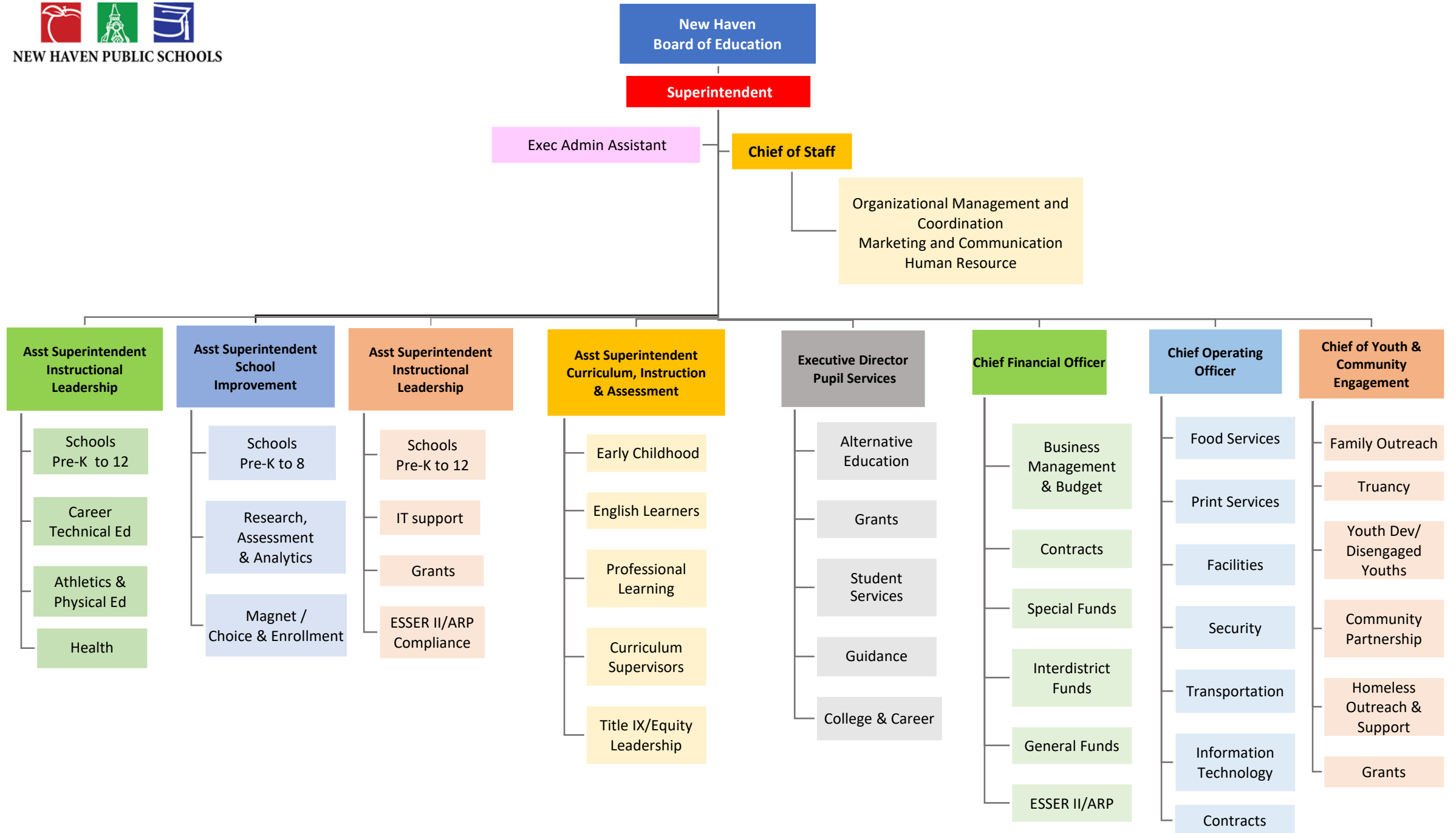
**NEW HAVEN BOARD OF EDUCATION MEETING**

Monday, May 24, 2021

**INFORMATION ONLY**

**A. INFORMATION ONLY - Superintendent Approved:**

1. Amendment #1 to Agreement A21-0100 with Tinely, Renehan & Dost, LLP to increase funding of \$14,000.00 by \$5,872.50 to \$19,872.50.  
**Funding Source:** 2020-2021 Operating Budget 190-477-00-56696
2. Agreement with Stephen Updegrave, MD, to consult with district wellness initiatives and medical clinical consult and compliance oversight as Medical Director for Riverside Academy School-based Health Clinic, from August 20, 20221 through June 30, 2022 in an amount not to exceed \$8,000.00.  
**Funding Source:** School Health Center Program **Acct. #** 2512-5124-56694-0000
3. Agreement with Dr. Richard DeVecchio to serve as Dental Director for the NHPS School Dental Program and to provide on-site dental care to enrolled students at Barnard, King Robinson, Troup, Hill Central, Truman and Brennan Rogers schools, from July 1, 2021 to June 30, 2022 in an amount not to exceed \$10,000.00 and half of reimbursement payments minus 8% billing service fee.  
**Funding Source:** Medicaid Program **Acct. #** 2534-5408-56694-0000





**OPTION 1 : Before Labor Day w/Full Week in February. Teachers: August 25, 2021**

### 10 Month Calendar 2021-2022

Holidays/Recess	
Labor Day, September 6, 2021	New Year's Day, January 1, 2022
Rosh Hashanah, September 7, 2021	Three Kings Day, January 6, 2022
Yom Kippur, September 15, 2021	MLK Day, January 17, 2022
Indigenous People Day, October 11, 2021	February Recess, February 21-25, 2022
Election Day, November 2, 2021	Good Friday, April 15, 2022
Veteran's Day, November 11, 2021	April Recess, April 18-22, 2022
Thanksgiving Recess, November 25-26, 2021	Eid al-Fitr, May 3, 2022
Christmas Recess, December 24-30, 2021	Memorial Day, May 30, 2022

**182** Student Days | **186** Teacher Days

JULY					AUGUST					SEPTEMBER					OCTOBER				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
												1	2	3*					1*
												8	9	10	4	5	6	7	8
										13	(14)		16	17*		12	13	14	15*
							(25)	(26)	(27)	20	21	22(c)	23	24	18	19	20	21	22
					30	31				27	28	29(d)	30		25	26	27	28	29*
									2					18					20
NOVEMBER					DECEMBER					JANUARY					FEBRUARY				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1		3	4	5(e)			1	2	3	3	4	5		7*		1	2(ag)	3(b)	4*
8	9	10		12*	6	7	8	9	10*	10	11	12	13	14	7	8	9	10	11
15	16	17(ag)	18(b)	19	13	14	15	16	17		18	19	20	21(e)*	14	15	16	17	18*#
22	23	24#*			20	21	22	23#*		24	25	26	27	28					
29	30								17	31					28				
				18										19					15
MARCH					APRIL					MAY					JUNE				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1	2	3	4*					1*(e)	2		4	5	6			1	2	3
7	8	9	10	11	4	5	6	7	8	9	10	11	12	13*	6	7	8	9	10*
14	15	16	17	18*	11	12	13	14*#		16	17	18	19	20	13	14	15	16	17
21	22	23	24	25						23	24	25	26	27*	20	21#			
28	29	30	31		25	26	27	28	29*	31									
				23					15					20					15

Glyphs			
( )	Teacher's Day Only	c	Open House, Meet the Teacher Night: K-8
*	Paydays: Regular Plan	d	Open House, Meet the Teacher Night: High School
#	Early Dismissal - Students and Staff	e	End of Marking Period
a	Parent Conference, Report Cards: K-8	f	
b	Parent Conference, Report Cards: High Schools	g	Student Only Early Dismissal

**OPTION 1: BEFORE Labor Day w/Full Week in February. Teachers: August 25th**



NEW HAVEN PUBLIC SCHOOLS

**Report Card Schedule**

2021 -2022

	Elementary	Middle	High
<b>1<sup>st</sup> Marking Period</b>			
Marks Open	August 30 September 22/Open House	August 30 September 22/Open House October 1/Failure Warning	August 30 September 29/Meet the Teachers Night October 1/Failure Warning
Marks Close	November 5	November 5	November 5
Number of Days	44	44	44
Date Issued	November 17	November 17	November 18
Dist. to Parents	Parent Conferences	Parent Conferences	Parent Conferences
<b>2<sup>nd</sup> Marking Period</b>			
Marks Open	November 8	November 8 December 10/Failure Warning	November 8 December 10/Failure Warning January 18-20/Mid-Year Exams
Marks Close	January 21	January 21	January 21
Number of Days	44	44	44
Date Issued	February 2	February 2	February 3
Dist. to Parents	Parent Conferences	Parent Conferences	Parent Conferences
<b>3<sup>rd</sup> Marking Period</b>			
Marks Open	January 24	January 24 March 4/Failure Warning	January 24 March 4/Failure Warning
Marks Close	April 1	April 1	April 1
Number of Days	45	45	45
Date Issued			
Dist. to Parents	Sent Home w/Students	Sent Home w/Students	Mailed Home
<b>4<sup>th</sup> Marking Period</b>			
Marks Open	April 4	April 4 May 13/Failure Warning	April 4 May 13/Failure Warning
Marks Close	June 21	June 21	June 21
Number of Days	49	49	49
Date Issued			
Dist. to Parents	Sent Home w/Student	Sent Home w/Student	Mailed Home



NEW HAVEN PUBLIC SCHOOLS

# Gateway Community College and James Hillhouse High School Health Careers Academy Pathway (H-CAP) Initiative





- ▶ According to U.S Bureau of Labor Statistics, employment in healthcare occupations is projected to grow 15 percent from 2019 to 2029, much faster than the average for all occupations, adding about 2.4 million new jobs. Healthcare occupations are projected to add more jobs than any of the other occupational groups. This projected growth is mainly due to an aging population, leading to greater demand for healthcare services.
- ▶ While the demand for these careers will increase, the cost of higher education is often a barrier for students. According to the Federal Reserve, the average student loan debt is \$32,731.
- ▶ Gateway and Hillhouse collaborated on a common goal to create a no-cost program for students to complete dual enrollment courses and enter the healthcare workforce at an accelerated pace.

# Health Careers Academy Pathway (H-CAP) Initiative



NEW HAVEN PUBLIC SCHOOLS

- ▶ Pathway for high school students interested in a healthcare career.
- ▶ Selected students enter the pathway in grade 9.
- ▶ Pathway: Health Careers Pathway Certificate (28 credits) with option to enter one of four health profession tracks beginning grade 11.
- ▶ Four tracks:
  - ▶ Exercise Science and Wellness (AS)
  - ▶ Nutrition and Dietetics (AS)
  - ▶ Surgical Technology (AS)
  - ▶ Radiography (AS)
- ▶ Students can attain up to 47 college credits by graduation.

# Health Careers Pathway Certificate (28 credits)



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- ▶ BIO\* 105 - Introduction to Biology 4 credits or BIO\* 121 - General Biology I (4 credits)
- ▶ ENG\* 101 - Composition (3 credits)
- ▶ HLT\* 103 - Investigations in Health Careers (3 credits)
- ▶ MAT\* 137 - Intermediate Algebra (3 credits)
- ▶ BIO\* 211 - Anatomy and Physiology I (4 credits)
- ▶ CHE\* 111 - Concepts of Chemistry (4 credits)
- ▶ BIO\* 212 - Anatomy and Physiology II (4 credits)
- ▶ PSY\* 111 - General Psychology I (3 credits)

**Total Program Credits: 28**





# Health Careers Academy Pathways (H-CAP) Certificate Grades 9-10



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Term	Courses	HS Credits	GCC Credits	
<b>Grade 9</b>	<b>Hillhouse High School</b>			
	English 1	1		
	Algebra	1		
	World History	1		
	Phy Chem	1		
	World Language	1		
	Capstone	1		
	Electives (1)	1		
	<b>H-CAP</b>			
	HLT 103: Investigations in Health Careers	1	3	
	<b>Total Cumulative Credits</b>	<b>8</b>	<b>3</b>	
<b>Grade 10</b>	<b>Hillhouse High School</b>			
	English 2	1		
	Geometry	1		
	US History 1	1		
	Biology	1		
	World Language 2	1		
	Electives (1)	1		
	<b>H-CAP</b>			
	HIM 101: Medical Terminology	1	3	
	ENG 101: Composition	1	3	
	<b>Total Cumulative Credits</b>	<b>8 (16)</b>	<b>6 (9)</b>	
<b>Summer</b>	Accuplacer Intensive Placement Prep			
	Accuplacer Test			
	Health Care Boot Camp			

# Health Career Academy Pathways (H-CAP) Certificate: Grades 11-12



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Grade 11	Hillhouse High School	HS Credits	GCC Credits
	English 3	1	
	Civics/Am Gov	1	
	Algebra 2	1	
	Chemistry	1	
	Electives (1)	1	
<b>Grade 11</b>	<b>H-CAP</b>		
S1 (Fall)	BIO 105: Introduction to Biology	1	4
S1 (Fall)	PSY 111: Introduction to Psychology	1	3
S2 (Spring)	MAT 137: Intermediate Algebra (* Dependent on Accuplacer Score)	1	3
	<b>Total Cumulative Credits</b>	<b>8 (24)</b>	<b>10 (19)</b>
<b>Grade 12</b>	<b>Hillhouse High School</b>		
	English 4	1	
	Pre Calc	1	
<b>Grade 12</b>	<b>H-CAP</b>		
S1 (Fall)	CHEM 111: Concepts of Chemistry	1	4
S1 (Fall)	BIO 211: Anatomy & Physiology I	1	4
S2 (Spring)	BIO 212: Anatomy & Physiology II	1	4
	*Program Courses*		
	<b>Total Cumulative Credits</b>	<b>5+ (29)+</b>	<b>12 (31)</b>



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# Surgical Technology Track





<b>Grade 11</b>	<b>Hillhouse High School</b>	<b>HS Credits</b>	<b>GCC Credits</b>
	English 3	1	
	Civics/Am Gov	1	
	Algebra 2	1	
	Chemistry	1	
<b>Grade 11</b>	<b>H-CAP</b>		
<b>S1 (Fall)</b>	BIO 105: Introduction to Biology OR BIO 115: Human Biology	1.33	4
<b>S1 (Fall)</b>	PSY 111: General Psychology	1	3
<b>S2 (Spring)</b>	MAT 137: Intermediate Algebra (* Dependent on Accuplacer Score)	1	3
<b>S2 (Spring)</b>	CSA 105: Introduction to Software Applications	1	3
	<b>Total Cumulative Credits</b>	<b>8.33 (24.33)</b>	<b>13 (22)</b>
<b>Grade 12</b>	<b>Hillhouse High School</b>		
	English 4	1	
	Pre Calc	1	
<b>Grade 12</b>	<b>H-CAP</b>		
<b>S1 (Fall)</b>	CHEM 111: Concepts of Chemistry	1.33	4
<b>S1 (Fall)</b>	<b>BIO 211: Anatomy &amp; Physiology I</b>	1.33	4
<b>S1 (Fall)</b>	ENG 102: Lit & Composition OR ENG 200: Advanced Composition	1	3
<b>S2 (Spring)</b>	<b>BIO 212: Anatomy &amp; Physiology II</b>	1.33	4
<b>S2 (Spring)</b>	SUR 109: Microbiology for Surgical Technologists	0.67	2
<b>S2 (Spring)</b>	SUR 110: Operating Room Technique	1.33	4
<b>S2 (Spring)</b>	SUR 111: Operating Room Skills Seminar	1.33	4
	<b>Total Cumulative Credits</b>	<b>9+ (34)+</b>	<b>25 (47)</b>

# Surgical Technology Associate of Science (A.S.) Track Post High School Graduation (Summer, Fall & Spring)



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Term	Course	GCC Credits
Summer	Elective: Social Phenomena	3
Fall	SUR 211: Clinical Surgical Experience	6
	SUR 213: Surgical Procedures I	3
	SUR 215: Surgical Technology Pharmacology	3
Spring	SUR 212: Clinical Surgical Experience II	6
	SUR 214: Surgical Procedures II	3
	SUR 250: Advanced Seminar for Surgical Technologists	3
	Elective: Aesthetic Dimensions	3



# Health Careers Academy Pathways (H-CAP) Initiative: Timeline/Next Steps



NEW HAVEN PUBLIC SCHOOLS

## ▶ Rising 9<sup>th</sup> Grade Students-

May 20<sup>th</sup>- Parent/Student Meeting and Application

May 27<sup>th</sup>- Application Due

May 27<sup>th</sup>-June 7<sup>th</sup>- Interviews

June 11<sup>th</sup>- Notifications Provided

Fall 2021- HLT 103





## Projected Cost for the first year is approximately \$30,000

- ▶ Gateway Coordinator/Liaison
- ▶ Wraparound Services
- ▶ Textbooks
- ▶ Approximate cost for the first cohort to complete the program is \$340,000



- ▶ Credentials of high school teachers
- ▶ Selection criteria of students
- ▶ Demands of course load
- ▶ High school requirements and electives/college courses
- ▶ Course scheduling at the college
- ▶ Selective admission programs
- ▶ Support services at high school and college level



# Health Career Academy Pathways (H-CAP) Team Members



NEW HAVEN PUBLIC SCHOOLS

## **Gateway**

Julie Austin

Mary Beth Banks

Celia Carvalho-Rubino

Marcia Doran

Mark Kosinski

Elaine Lickteig

Caitlin Moonesar

Angel Pickett

Sheila Solernou

## **James Hillhouse High School**

Keisha Redd-Hannans

Glen Worthy

Dominique Argo





JUSTIN ELICKER  
MAYOR

**CITY OF NEW HAVEN**  
**COMMUNITY SERVICES ADMINISTRATION**  
**DEPARTMENT OF HEALTH**

54 Meadow Street, 9<sup>th</sup> Floor • New Haven, Connecticut 06519  
Phone 203-946-6999 • Fax 203-946-7234



MARITZA BOND, MPH  
DIRECTOR OF HEALTH

To: New Haven Board of Education  
From: New Haven Health Department  
Date: May 21, 2021  
Subject: COVID 19 Vaccine Student Survey

A primary aim for the New Haven Health Department is to increase COVID-19 vaccination rates among school aged children 12 years of age and older. Modeling after a successful event in West Haven, New Haven would like to administer a short, three question survey to sixth through twelfth grade students. The survey is optional for students and used only to gather information for the purpose of the video. It will not be used for data or research.

The exact questions to be included are:

1. Do you plan to get the covid-19 vaccine? (yes/n) If yes, who or what encouraged you to get it?
2. If you do not plan to get the vaccine, what is holding you back?
3. If you could ask a trusted doctor anything about the COVID - 19 vaccine, what would you ask?

The survey results will be evaluated to identify the largest vaccine support factors and barriers for students. The top several questions (3-7) posed by students will be answered via a video message Dr. Jackson. The video message will be shared with each 6 to 12 grade school principals to play / distribute to their student body. We anticipate student's questions will be centered around: the vaccines' development, administration, potential side effects, advantages of receiving the vaccination and more, depending on the results of the student survey.



# COMPENSATION/ WAGE EQUITY SUBCOMMITTEE

Presentation by Hyclis Williams  
and Cheryl Alexander  
March 24<sup>th</sup>, 2021



# BALANCING THE SCALE

Reducing the wage inequities affecting  
paraprofessionals in New Haven

# Membership of AFSCME Local 3429 – Who are we?

- A diverse group of Assistant Teachers, Head Start/Readiness Head Teacher, Parent Liaison, Retention Specialist and other education workers, mostly women and people of color
- Required to have postsecondary education, or to have received a qualifying score on the ParaPro test. Many of us have bachelor's degrees
- Former volunteers who were mostly stay at home mothers - Now single parents and the household breadwinners
- The lowest paid among the City of New Haven employees and other comparable cities in CT
- Work relentlessly alongside teachers, social workers and other support staff to educate NHPS students, fill in when teachers and other staff are absent



# Why take action now?



SOCIAL MOVEMENTS ARE  
ENCOURAGING US TO  
EXAMINE LONGSTANDING  
INEQUALITIES



PARAPROFESSIONALS IN  
NEW HAVEN EARN FAR  
LESS THAN A LIVING WAGE



HIGHER WAGES WILL ENCOURAGE  
RETENTION OF GOOD STAFF WHO  
WILL PUT MORE FOCUS ON ONE JOB  
& BUILD MORALE

<https://www.epi.org/resources/budget/> Economic Policy Institute family budget calculator:  
Supporting 1 adult & 2 children in the New Haven area requires annual salary of \$82,467



# How can **steps** better reward experience and service to NHPS?



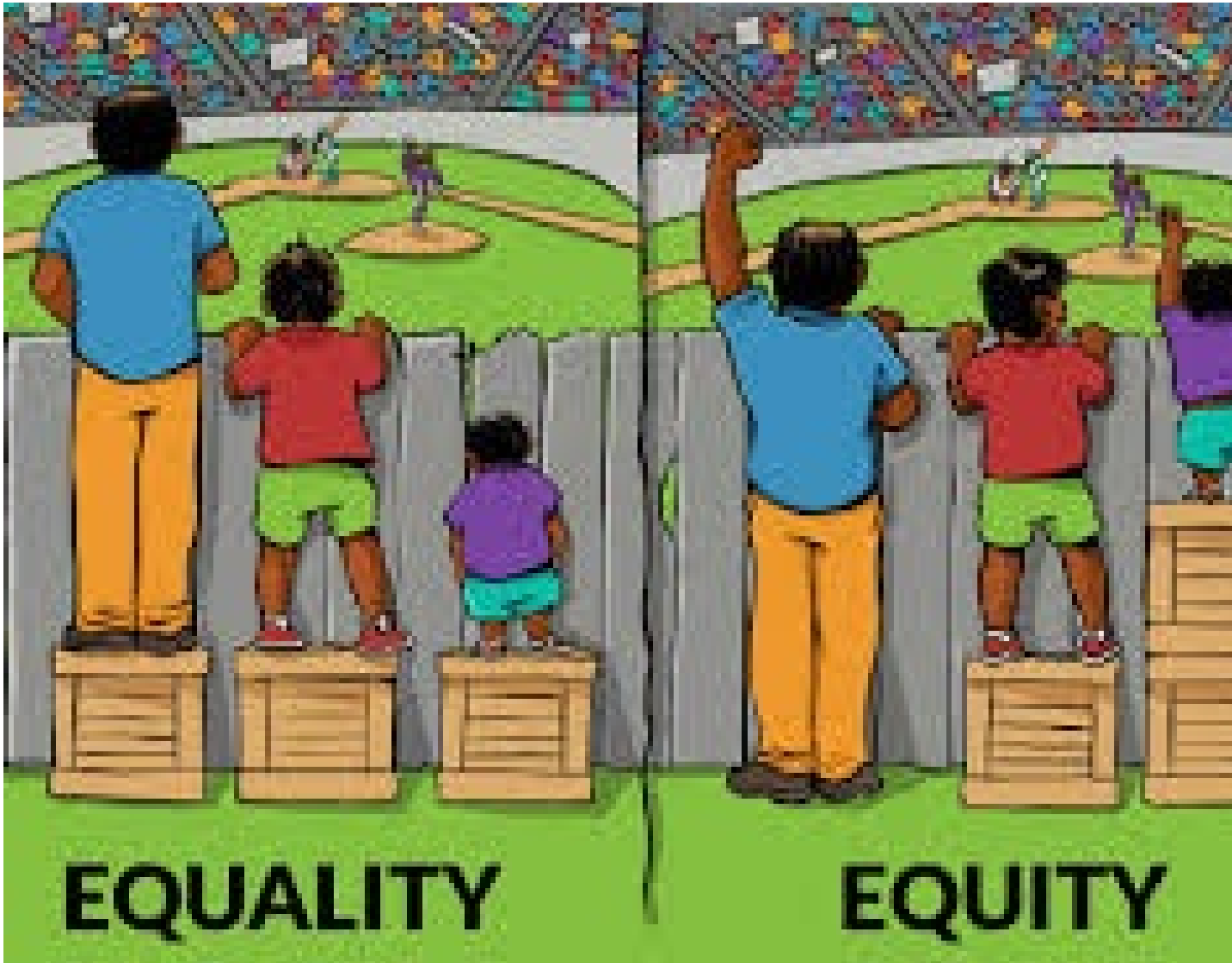
- Many paras with 20 or more years of service are currently on the lowest step due to past attempts at restructuring
- July 2021 step movement will help correct stagnation, but more change is needed
- Next contract: phase out lowest step, add higher steps

# Extra Duty Rate



- Currently \$14.50/hr.
- Lowest regular duty hourly wage for regular pay is \$18.40/hr.
- Higher rate would attract best qualified para participation
- Grant funding can budget for higher rate of pay.





## leveling the playing field?

A stipend of **\$1500** would help level the playing field.

# Health Insurance

- Lower overall salary means workers are paying a larger percentage of their pay in order to have health insurance and stay healthy
- Costs continue to rise
- Healthier paras will allow for better service
- Keeping health insurance premium cost at its **current level** for the next few years would provide immediate relief for workers near poverty



# Current insurance cost share for paras

	07/01/19-06/30/20			(one pay cycle, 09/04/20)			07/01/20-06/30/21		
	SINGLE	2 PERSON	FAMILY	SINGLE	2 PERSON	FAMILY	SINGLE	2 PERSON	FAMILY
Century Preferred PPO	151.58	307.24	397.06	152.74	309.68	400.16	159.69	323.76	418.35
Bluecare POE	133.36	270.43	349.42	134.40	272.62	352.20	141.12	286.26	369.81
Century Preferred Comp Mix (CPCM)	103.61	210.18	271.52	104.43	211.92	273.73	110.96	225.16	290.83
Lumenos High Deductible H.S.A.	37.03	74.00	96.25	37.14	74.22	96.54	42.44	84.83	110.33
Dental, ABCD	1.89	4.92	6.85	1.89	4.91	6.83	1.89	4.91	6.83

These rates will begin on next paycheck of 09/18/20

# Regrouping

- Informal duties review suggests these positions are more comparable to some in the AFSCME Local 884 bargaining unit:  
<https://www.newhavenct.gov/civicax/filebank/blobdload.aspx?blobid=30311>
- Higher level of pay already exists (Group 3) – higher responsibility should lead to a higher rate of pay

- **Community Relations Worker**
- **Retention Specialist**
- **Parent Liaison Worker**
- **Attendance Worker**
- **Outreach Worker**



# MAINTAINING A SUCCESSFUL WORKPLACE

Support diversity, equity, and inclusion efforts with real changes. Organizations that implement and uphold meaningful unbiased objectives are less likely to intensify preexisting challenges women already face in the workplace.

Please remit to:

**Tinley, Renahan & Dost, LLP**

255 Bank St Suite 2A  
Waterbury, CT 06702-2219

Tel: (203) 596-9030 Fax: (203) 596-9036

May 14, 2021

New Haven re Board of Education  
Gateway Center  
54 Meadow Street  
New Haven, CT 06519

File #: 294898-001  
Inv #: 34854 JJT

**RE:** New Haven, City of re: Investigation

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>AMOUNT</b>	<b>INITIALS</b>
10/27/2020	Review issues re: conflict and executive session; E-Mail to Attorney Alexiades.	0.30	60.00	JJT
10/30/2020	Attention to processing documents, organizing file.	0.30	22.50	LLW
11/2/2020	Telephone conference with Attorney Alexiades re: privilege, executive session under FOI.	0.20	40.00	JJT
	Review of advisory opinion.	0.20	40.00	APR
11/6/2020	Telephone conference with Attorney Alexiades re: statement from Dr. Tracey authorizing release of report.	0.10	20.00	APR
11/12/2020	Conference with Attorney Tinley re: request for submission of report to Attorney Mooney. Email to Attorney Alexiades re: request to forward report.	0.20	40.00	APR

Invoice #: 34854

11/18/2020	Telephone conference with Elia Alexiades re: status of Attorney Mooney opinion and availability for special meeting.	0.30	60.00	APR
11/23/2020	Attention to saving emails to file re: download of report and exhibits. Conference with Attorney Alexiades re: availability for scheduling special meeting.	0.20	40.00	APR
12/16/2020	Telephone conference with Attorney Alexiades re: status update. Review of Goldson preliminary response to Tinley Report and Independent article.	0.60	120.00	APR
12/17/2020	Telephone conference with Attorney Tinley re: Goldson intial response to Tinley report.	0.80	160.00	APR
1/8/2021	Telephone conference with Elia Alexiades re: request for information relating to retention. Attention to obtaining and providing documentation to Salina Manning re: certificate of insurance, disclosure form, etc.	1.00	0.00	APR
	Meeting with Attorney Rossetti re: documents for submissions to City of New Haven.	0.30	0.00	LLW
1/13/2021	Review e-mails, by-laws and policies.	0.80	160.00	JJT
	Conference with Attorney Alexiades re: email concerning Goldson resolutions. Consideration of privilege re: Attorney Mooney's opinion. Review of bylaws and correspondence re: retention for investigation.	1.00	200.00	APR
1/14/2021	Attention to scheduling conference with Attorney Tinley, Attorney King and Attorney Alexiades. Conference with Attorney Alexiades re: BOE Bylaws and upcoming special meeting.	0.50	100.00	APR
1/15/2021	Conference with Attorney Tinley, Attorney Alexiades and Attorney King.	1.00	200.00	APR

Invoice #: 34854

1/18/2021	Review of opinion by Attorney Mooney. Telephone conference with Elia re: scheduling call with Attorney Mooney. Legal research re: examples of harassment as prohibited and defined outside of EEOC guidance. Conference with Attorney Tinley re: case law concerning inadequate and/or incomplete investigations into harassment complaints.	2.50	500.00	APR
1/19/2021	Review of materials in preparation for BOE special meeting.	2.00	400.00	APR
1/20/2021	Review Robert's Rules; Conference call with client and co-counsel.	1.60	N/C	JJT
	Attend conference with Attorney Mooney re: discussion of propriety of investigation. Attention to drafting opening remarks and review of materials in preparation for hearing.	5.00	1,000.00	APR
1/21/2021	Telephone conferences with Attorney Rossetti; Review and edit opening remarks.	1.50	300.00	JJT
	Review of materials in Attorney Mooney's report and Goldson response in preparation for hearing. Telephone conference with Attorney Tinley re: edits to opening remarks.	2.00	400.00	APR
	Attendance at hearing re: Tinley report and Mooney opinion.	4.50	900.00	APR
1/22/2021	Conference with Attorney Tinley re: summation of hearing remarks. Telephone conference with Elia re: hearing follow up.	0.50	100.00	APR
1/26/2021	Review of correspondence from Attorney Alexiades re: standard agreement for legal services.	0.10	0.00	APR
	Totals	27.50	<u>\$4,862.50</u>	



New Haven re Board of Education

294898-001

Invoice #: 34854

**Total Fee & Disbursements**

**\$4,862.50**

Previous Balance

19,872.50

**BALANCE NOW DUE**

**\$24,735.00**

UNPAID BALANCE IS SUBJECT TO 1.5% MONTHLY LATE CHARGE

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*PLEASE RETURN THIS PORTION WITH PAYMENT*

**BALANCE DUE: \$24,735.00**

New Haven re Board of Education

294898-001

JJT

Invoice #: 34854

**RE:** New Haven, City of re: Investigation

*Please make checks payable to: Tinley, Renehan & Dost, LLP*

Please remit to:

**Tinley, Renehan & Dost, LLP**

255 Bank St Suite 2A  
Waterbury, CT 06702-2219

Tel: (203) 596-9030 Fax: (203) 596-9036

April 9, 2021

New Haven re Board of Education  
Gateway Center  
54 Meadow Street  
New Haven, CT 06519

File #: 294898-001  
Inv #: 34762 JJT

**RE:** New Haven, City of re: Investigation

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>AMOUNT</b>	<b>INITIALS</b>
6/30/2020	Telephone conference with Attorney Alexiades re: retention of firm and requested documentation.	0.60	N/C	APR
7/1/2020	Telephone conference with Phil Penn re: introduction, complaint and status of retention.	0.60	120.00	APR
	Attention to conflict check; Attention to processing documents and correspondence; Attention to opening file.	1.60	N/C	LLW
7/6/2020	Telephone conference with Elias Alexiades re: initial contact with Mr. Penn and request for scope of work.	0.50	100.00	APR
7/9/2020	Conference with Attorney Alexiades re: preliminary questions re: contact info.	0.40	80.00	APR
7/22/2020	Telephone conference with Attorney Alexiades re: status update.	0.10	20.00	APR

Invoice #: 34762

7/28/2020	Review and consideration of correspondence from Attorney Alexiades re: scope of work.	0.20	40.00	APR
7/29/2020	Telephone conference with Attorney Alexiades re: status update.	0.30	60.00	APR
8/3/2020	Attention to organizing file.	0.20	15.00	LLW
8/7/2020	Conference with Elias Alexiades re: counsel for D. Goldson.	0.10	20.00	APR
8/10/2020	Telephone conference with Mr. Penn re: complaint and additional info re: conduct outside of meetings.	0.80	160.00	APR
	Telephone conference with Attorney Alexiades re: update as to status of investigation.	0.30	60.00	APR
	Review of emails from Phil Penn re: Goldson communications outside of BOE meetings.	0.70	140.00	APR
	Review of footage at BOE meetings through 06/29/20.	5.30	1,060.00	APR
	Meeting with Attorney Rossetti; Attention to processing evidence documents.	0.60	45.00	LLW
8/11/2020	Conference with Phil Penn re: harassment complaint. Continued review of emails from Phil Penn.	2.30	460.00	APR

Invoice #: 34762

	Review of BOE meeting footage through 07/27/20.	3.10	620.00	APR
8/12/2020	Meeting with Attorney Rossetti re: status of matter.	0.20	15.00	LLW
8/13/2020	Telephone conference with Attorney John Williams re: Darnell Goldson complaint. Attention to email from Attorney Williams re: original correspondence. Conference with Attorney Tinley re: update as to contact with counsel. Review of additional BOE footage.	4.30	860.00	APR
8/28/2020	Telephone conference with Phil Penn re: continued interview.	0.60	120.00	APR
9/1/2020	Telephone conference with Dr. Joyner re: interview.	1.20	240.00	APR
9/17/2020	Telephone conference with Elia Alexiades re: update as to status of investigation. Telephone conference with Rae Johnson re: interview with Dr. Tracey.	0.30	60.00	APR
9/23/2020	Telephone call to Attorney Alexiades re: status of investigation. Legal research: motions to censure elected official. Legal research re: harassment defined. Review of BOE Bylaws, codes of conduct and City Charter provisions.	5.80	1,160.00	APR
9/24/2020	Telephone conference with Yesenia Rivera re: interview concerning investigation.	0.80	160.00	APR
	Conference with Attorney Tinley. Review of NSBA/COSA article re: school board members' rights.	1.50	300.00	APR
9/30/2020	Email correspondence to Dr. Jackson-McArthur re: scheduling investigation interview. Email Mr. Conaway re: scheduling investigation interview.	0.20	40.00	APR

Invoice #: 34762

10/2/2020	Interview with Larry Conaway.	1.30	260.00	APR
10/5/2020	Telephone conference with Attorney Alexiades and Attorney King re: status of investigation and request for progress report.	1.50	300.00	APR
	Review of footage from 9/28 mtg.	1.50	300.00	APR
10/6/2020	Attention to drafting status report.	1.50	300.00	APR
	Attention to processing documents; Correspondence to Attorney Pinto.	0.30	22.50	LLW
10/7/2020	Conference with counsel re: draft status report and consideration of confidentiality/privilege questions.	1.00	200.00	APR
10/8/2020	Review contracts; Telephone conference with Attention to Rossetti; Legal research.	0.80	160.00	JJT
	Finalize status report for client re: progress of investigation. Conference with corp counsel and Dr. Tracey re: status report.	1.50	300.00	APR
10/9/2020	Attention to processing BoE contracts, organizing file.	0.70	52.50	LLW
10/12/2020	Conference with Matthew Wilcox re: BOE investigation.	1.30	260.00	APR

Invoice #: 34762

10/19/2020	Attention to issues re: meeting procedures and First Amendment issues.	0.80	160.00	JJT
10/20/2020	Conference call with client; Review FOIA provisions.	1.80	360.00	JJT
	Begin preliminary draft of report. Conference with Attorney Pinto and Lilia Snyder re: city purchasing policy. Conference with Attorney Tinley, Attorney King and Attorney Alexiades re: consideration of report presentation, BOE privilege issues and summation of findings.	4.10	820.00	APR
10/21/2020	Continue preliminary draft report.	8.00	1,600.00	APR
10/22/2020	Attention to issues for report to Board of Education.	0.70	140.00	JJT
	Continue preliminary draft report.	8.40	1,680.00	APR
10/23/2020	Conference call with Corporation Counsel; Research re: FOIA issues.	2.50	500.00	JJT
	Continue preliminary draft report.	8.20	1,640.00	APR
10/24/2020	Continue preliminary draft report. Conference with client re: status of draft and continued discussion of BOE privilege and presentation logistics.	7.10	1,420.00	APR
10/25/2020	Conference call with client; Attention to additional research; Review and edit report.	7.20	1,440.00	JJT

Invoice #: 34762

	Continue preliminary draft report. Conference with client re: status of report.	8.70	1,740.00	APR
10/26/2020	Further review of report; Research Robert's Rules.	2.10	420.00	JJT
	Review of/edit final report. Telephone conference with Attorney Alexiades re: presentation of report findings. Conference with Attorney Tinley re: presentation of report findings. Email to Dr. Tracey with report. Attendance at meeting in preparation for report presentation. Conference with Attorney Alexiades re: retaining outside counsel concerning FOI opinion.	4.10	820.00	APR
	Meeting with Attorney Rossetti re: status of report; Preparation of initial exhibits.	0.30	22.50	LLW

Totals	108.00	<u>\$20,872.50</u>
COURTESY DISCOUNT		1,000.00
Total Fees After Discount		<u>\$19,872.50</u>
<b>Total Fee &amp; Disbursements</b>		<b><u>\$19,872.50</u></b>

**BALANCE NOW DUE** **\$19,872.50**

UNPAID BALANCE IS SUBJECT TO 1.5% MONTHLY LATE CHARGE

New Haven re Board of Education

294898-001

Invoice #: 34762

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*PLEASE RETURN THIS PORTION WITH PAYMENT*

**BALANCE DUE: \$19,872.50**

New Haven re Board of Education

294898-001

JJT

Invoice #: 34762

**RE:** New Haven, City of re: Investigation

*Please make checks payable to: Tinley, Renehan & Dost, LLP*



**TINLEY, RENEHAN & DOST, LLP**  
**ATTORNEYS AT LAW**

JEFFREY J. TINLEY\*  
RICHARD P. RENEHAN  
MARK W. DOST  
STEPHEN E. PLIAKAS  
TANYA A. SPURLIN  
AMITA P. ROSSETTI  
JOHN C. BASHAW

\*Also Admitted in NY

PLEASE REPLY TO:  
255 BANK STREET, SUITE 2A  
WATERBURY, CT 06702

OTHER OFFICES:  
134 HIGHLAND AVENUE  
WATERBURY, CT 06708

49 PETER ROAD  
SOUTHURY, CT 06488

TELEPHONE (203) 596-9030  
TELECOPIER (203) 596-9036  
E-MAIL: [trrd@trrdlaw.com](mailto:trrd@trrdlaw.com)

May 14, 2021

Elia Alexiades, Esq.  
Assistant Corporation Counsel  
City of New Haven  
165 Church Street  
New Haven, CT 06510

SENT VIA ELECTRONIC MAIL ONLY TO:  
[Ealexides@newhavenct.gov](mailto:Ealexides@newhavenct.gov)

**RE: *Our File No.: 294.898.001***  
***New Haven BOE Billing Concerns***

Dear Attorney Alexiades:

We appreciate you taking the time to discuss the New Haven Board of Education's concerns regarding the invoices our firm has submitted with reference to the above-matter. As discussed previously, our firm is always willing to discuss our clients' concerns about billing and willing to make reasonable adjustments when appropriate.

As you are aware, we were originally retained to investigate and to prepare a written report concerning a charge of harassment made against a board member. When retained, we provided a reasonable estimate of the cost of services for that assignment. We were subsequently asked to provide additional services related to this assignment, above and beyond those originally contemplated at the time of our retention and we have submitted two separate invoices.

The first invoice (# 34762) shows the work completed through submission of our written report on October 26, 2020. The second invoice (# 34801) reflects additional work after that date, undertaken to respond to requests that we consider comments regarding our report made by Mr. Goldson and his counsel and by Attorney Mooney of Shipman & Goodwin, as well as the request that we appear at a public meeting to present the report's findings and to respond to questions.

Rossetti Letter to Alexaides re TRD Invoicing  
May 14, 2021  
Page 2 of 2

While we were pleased to be able to provide these additional services, they did require significant additional work.

We reviewed our billing prior to its submission and included an unsolicited \$1,000.00 courtesy discount. In response to the Board's comments regarding our billing and your request, we have again reviewed our billing. We noted two charges that were supposed to appear on the bill as a \$0.00 charge. We have made further adjustments to those entries for January 8, 2021 and January 26, 2021, which were originally reflected on Invoice #34801, resulting in a further decrease of \$182.50. Additionally, review of the invoices more clearly indicates that we only exceeded the budgeted amount in the last several days as we were working to finalize the report to meet the submission deadline of October 26, knowing that the report would be carefully scrutinized and likely become available to the public. The total balance of the adjusted invoices is \$24,735.00. A copy of the adjusted invoice (# 34854) has been submitted to Ms. Salina Manning.

As you know, we received strong positive and complimentary feedback from various members of the Board of education with regard to not only the written submission but also our public presentation of the findings. Based upon the scope, content and quality of the work submitted, we feel confident that our bills, as adjusted, are reasonable and fair, particularly given the expanded scope of our representation and the importance of presenting a report that was clear, accurate, complete and appropriate for public presentation.

Notwithstanding the foregoing, we recognize that the funds to pay our bills come from the Board of Education's budget, which serves the needs of the students and families of New Haven Public Schools. In light of that fact and out of respect for and confidence in New Haven Corporation Counsel Patricia King and yourself, we would ask that you present to the Board of Education your recommendation as to what you believe is fair. We will abide by that recommendation.

Should you have any questions, please feel free to contact me to discuss this matter further.

Very truly yours,



Amita P Rossetti, Esq.

APR/

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Tinley, Renehan & Dost, LLP AMENDMENT #: 1

GRANT # if applicable: \_\_\_\_\_ AGREEMENT #: A21-0100

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

FUNDING SOURCE FOR AGREEMENT: 2020-2021 Operating Budget

ACCT # FOR AGREEMENT: 190-47700-56696

ORIGINAL AMOUNT OF AGREEMENT: \$ 14,000.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$

ACTUAL OR  ESTIMATE

AMOUNT OF THIS AMENDMENT: \$

INCREASE OR  DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 19,872.50

FUNDING SOURCE & ACCT # FOR AMENDMENT: 2020-2021 Operating Budget 190-47700-56696

DESCRIPTION AND NEED FOR AMENDMENT: To increase to agreement from \$14,000.00 by \$5,872.50 to \$19,872.50.

**ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT**

CONTRACTOR'S SIGNATURE:  5/19/21  
(Name) (Date)

Partner, Tinley Renehan & Dost, LLP  
(Title)

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
(Date)

**AGREEMENT  
BY AND BETWEEN  
THE NEW HAVEN BOARD OF EDUCATION  
AND  
TINLEY, RENEHAN AND DOST, LLP  
FOR  
LEGAL SERVICES  
REGARDING GENERAL EMPLOYMENT LAW ADVICE**

**A21-0100**

**PART I**

This Agreement, consisting of Parts I and II, effective the date signed herein, by and between the Board of Education of the City of New Haven (hereinafter referred to as the "Board"), and Tinley, Renehan and Dost, LLP, with offices at 255 Bank Street Waterbury, Connecticut 06702 (hereinafter referred to as the "Contractor").

**WITNESSETH THAT:**

**WHEREAS**, the Board has determined that it needs the services of a law firm to provide general employment law advice, including investigation of allegations of misconduct, such as harassment, relating to employees; 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 190-47700-56696 pursuant Purchase Order No. 91331862-000 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 Dr. Iline Tracey 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 *Jeffrey J. Tinley, 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 and/or neighborhood groups or organizations.

203. The services to be performed by the Contractor shall consist of providing general employment law advice, including investigation of allegations of misconduct, such as harassment, relating to employees, as noted in Exhibit A, attached hereto and incorporated herein by reference. The total value of the agreement, as set forth in Section 501 shall not exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00).

205. 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 Fourteen Thousand Dollars and Zero Cents (\$14,000.00), dispersed as follows:

1. Two Hundred Dollars and Zero Cents (\$200.00) per hour, for services provided by Jeffrey J. Tinley, Esq., and Amita Patel Rossetti, Esq, or another attorney of the Contractor.
2. Seventy-Five Dollars and Zero Cents (\$75.00) per hour for paralegal assistance.
3. 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:** Jeffrey J. Tinley, Esq.  
Tinley, Renehan and Dost, LLP  
255 Bank Street  
Waterbury, Connecticut 06702

**BOARD:** Dr. Iline Tracey  
Superintendent, New Haven Public Schools  
54 Meadow Street  
New Haven, Connecticut 06519

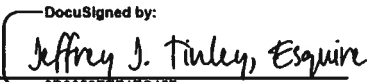
**IN WITNESS WHEREOF**, the parties have executed one (1) counterpart of this Agreement Number A21-0100 as of the day and year first above written.


**CONTRACTOR:**

**CITY:**

**TINLEY, RENEHAN AND DOST, LLP**

**NEW HAVEN BOARD OF EDUCATION**


BY:   
Jeffrey J. Tinley  
Partner  
Duly Authorized

BY:   
Yesenia Rivera  
President  
Duly Authorized

Date: 2/5/2021 | 2:42 PM PST

Date: 2/8/2021 | 4:05 PM EST

**Approved as to Form and Correctness:**

  
Elias A. Alexiades  
Assistant Corporation Counsel

Date: 2/8/2021 | 1:54 PM EST

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.

**EXHIBIT A**

**TO LEGAL SERVICES AGREEMENT  
WITH TINLEY, RENEHAN & DOST, LLP**

**Scope of Services:**

The contractor will provide general employment law advice, including investigation of allegations of misconduct, such as harassment, relating to employees.



NEW HAVEN PUBLIC SCHOOLS

## FOR INFORMATION ONLY

**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  
Agreement with Tinley, Renehan & Dost, LLP

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**Contractor Name:** Tinley, Renehan & Dost. LLP

**Contractor Address:** 255 Bank Street, Suite 2A Waterbury, CT 06702

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

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

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

An amount no to exceed \$14,000.

**Contract or Agreement #:**

**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. What specific service will the contractor provide:**  
The contractor will provide general employment law advice, including investigation of allegations of misconduct, such as harassment, relating to employees.
- 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:**  
The contractor was selected due to their extensive knowledge with employment law. This is a professional legal service contract; Tinley Renehan was selected in consultation of the Corporation Counsel Office.
- 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, This is a new limited scope agreement.



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?**

This is a new limited scope agreement. Tinley Renehan has offered a competitive hourly rate.

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

Due to the firms extensive knowledge specializing in employment law will be an asset to NHPS. Tinley Renehan will be retained to conduct investigations where staff counsel or other firms have conflicts and cannot perform the necessary work.

**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)
- Taxies 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

Please remit to:

**Tinley, Renahan & Dost, LLP**

255 Bank St Suite 2A  
Waterbury, CT 06702-2219

Tel: (203) 596-9030

Fax: (203) 596-9036

May 14, 2021

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New Haven re Board of Education  
Gateway Center  
54 Meadow Street  
New Haven, CT 06519

File #: 294898-001

Inv #: 34854 JJT

**RE:** New Haven, City of re: Investigation

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>AMOUNT</b>	<b>INITIALS</b>
10/27/2020	Review issues re: conflict and executive session; E-Mail to Attorney Alexiades.	0.30	60.00	JJT
10/30/2020	Attention to processing documents, organizing file.	0.30	22.50	LLW
11/2/2020	Telephone conference with Attorney Alexiades re: privilege, executive session under FOI.	0.20	40.00	JJT
	Review of advisory opinion.	0.20	40.00	APR
11/6/2020	Telephone conference with Attorney Alexiades re: statement from Dr. Tracey authorizing release of report.	0.10	20.00	APR
11/12/2020	Conference with Attorney Tinley re: request for submission of report to Attorney Mooney. Email to Attorney Alexiades re: request to forward report.	0.20	40.00	APR

Invoice #: 34854

11/18/2020	Telephone conference with Elia Alexiades re: status of Attorney Mooney opinion and availability for special meeting.	0.30	60.00	APR
11/23/2020	Attention to saving emails to file re: download of report and exhibits. Conference with Attorney Alexiades re: availability for scheduling special meeting.	0.20	40.00	APR
12/16/2020	Telephone conference with Attorney Alexiades re: status update. Review of Goldson preliminary response to Tinley Report and Independent article.	0.60	120.00	APR
12/17/2020	Telephone conference with Attorney Tinley re: Goldson intial response to Tinley report.	0.80	160.00	APR
1/8/2021	Telephone conference with Elia Alexiades re: request for information relating to retention. Attention to obtaining and providing documentation to Salina Manning re: certificate of insurance, disclosure form, etc.	1.00	0.00	APR
	Meeting with Attorney Rossetti re: documents for submissions to City of New Haven.	0.30	0.00	LLW
1/13/2021	Review e-mails, by-laws and policies.	0.80	160.00	JJT
	Conference with Attorney Alexiades re: email concerning Goldson resolutions. Consideration of privilege re: Attorney Mooney's opinion. Review of bylaws and correspondence re: retention for investigation.	1.00	200.00	APR
1/14/2021	Attention to scheduling conference with Attorney Tinley, Attorney King and Attorney Alexiades. Conference with Attorney Alexiades re: BOE Bylaws and upcoming special meeting.	0.50	100.00	APR
1/15/2021	Conference with Attorney Tinley, Attorney Alexiades and Attorney King.	1.00	200.00	APR

Invoice #: 34854

1/18/2021	Review of opinion by Attorney Mooney. Telephone conference with Elia re: scheduling call with Attorney Mooney. Legal research re: examples of harassment as prohibited and defined outside of EEOC guidance. Conference with Attorney Tinley re: case law concerning inadequate and/or incomplete investigations into harassment complaints.	2.50	500.00	APR
1/19/2021	Review of materials in preparation for BOE special meeting.	2.00	400.00	APR
1/20/2021	Review Robert's Rules; Conference call with client and co-counsel.	1.60	N/C	JJT
	Attend conference with Attorney Mooney re: discussion of propriety of investigation. Attention to drafting opening remarks and review of materials in preparation for hearing.	5.00	1,000.00	APR
1/21/2021	Telephone conferences with Attorney Rossetti; Review and edit opening remarks.	1.50	300.00	JJT
	Review of materials in Attorney Mooney's report and Goldson response in preparation for hearing. Telephone conference with Attorney Tinley re: edits to opening remarks.	2.00	400.00	APR
	Attendance at hearing re: Tinley report and Mooney opinion.	4.50	900.00	APR
1/22/2021	Conference with Attorney Tinley re: summation of hearing remarks. Telephone conference with Elia re: hearing follow up.	0.50	100.00	APR
1/26/2021	Review of correspondence from Attorney Alexiades re: standard agreement for legal services.	0.10	0.00	APR
	Totals	27.50	\$4,862.50	



New Haven re Board of Education

294898-001

Invoice #: 34854

**Total Fee & Disbursements**

**\$4,862.50**

Previous Balance

19,872.50

**BALANCE NOW DUE**

**\$24,735.00**

UNPAID BALANCE IS SUBJECT TO 1.5% MONTHLY LATE CHARGE

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*PLEASE RETURN THIS PORTION WITH PAYMENT*

**BALANCE DUE: \$24,735.00**

New Haven re Board of Education

294898-001

JJT

Invoice #: 34854

**RE:** New Haven, City of re: Investigation

*Please make checks payable to: Tinley, Renehan & Dost, LLP*