

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Michael Mackniak, Esq.

AMENDMENT #: 1

GRANT # if applicable: \_\_\_\_\_

AGREEMENT #: 91344054

**ATTACH COPY OF FULLY EXECUTED AGREEMENT**

GRANT NAME: General Funds Contractual Account

DATE: June 01, 2022

FUNDING SOURCE FOR AGREEMENT: General Funds Contractual Account

ACCT # FOR AGREEMENT: 190-494-00-56694

ORIGINAL AMOUNT OF AGREEMENT: \$15,000

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$15,000

ACTUAL OR  ESTIMATE

AMOUNT OF THIS AMENDMENT: \$10,000

INCREASE OR  DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$25,000

FUNDING SOURCE & ACCT # FOR AMENDMENT: General Funds Contractual Account, 190-949-00-56694

DESCRIPTION AND NEED FOR AMENDMENT: To increase the contract amount by \$10,000 for attorney (Michael Mackniak) to conduct expulsion hearings for students until the end of the school year June 30, 2022. Please note there is no change in funding source or account #.

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

CONTRACTOR'S SIGNATURE: \_\_\_\_\_

(Name)

6/22/22

(Date)

(Title)

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_  
President

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



NEW HAVEN PUBLIC SCHOOLS  
COVER SHEET

Please Type

Contractor full name: Michael Mackniak, Esq.

Doing Business As, if applicable:

Business Address: 175 Church Street, #202, Naugatuck, CT 06770

Business Phone: 203-723-4332

Business email: mwmackniak@gmail.com

Funding Source & Acct. # General Funds Account, account # 190-494-00-56694

Principal or Supervisor: Typhanie Jackson

Agreement Effective Dates: From 09/15/2021. To 06-30-2022.

Hourly rate or Per session rate or Per day rate:

Total amount: \$15,000

Description of Service: Please provide a one or two sentence description of the service. Please do not write "see attached."

To provide Impartial hearings for student services department, including but not limited to student discipline, expulsions and/or special education services as needed and decisions write-ups.

Submitted by: Typhanie Jackson, Director

Phone: 475-220-1760



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Typhanie Jackson, Director of Special Education/Student Services  
**Date:** August 05, 2021  
**Re:** Michael Mackniak, Esq.

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Please answer all questions and attach any required documentation as indicated below. 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. **Contractor Name:** Michael Mackniak, Esq.
2. **Description of Service:** To provide impartial hearings for the student service department
3. **Amount** of Agreement and hourly or session cost: \$15,000
4. **Funding Source** and account number: General Funds Contractual Account, account # 190-494-00-56694
5. **Continuation/renewal or new Agreement?**  
**Answer all questions:**
  - a. If continuation/renewal, has the cost increased? If yes, by how much? Renewal/No increase
  - b. What would an alternative contractor cost: Comparable Cost
  - c. If this is a continuation, when was the last time alternative quotes were requested? Annually
  - d. For new or continuation: is this a service existing staff could provide. If no, why not? No
6. **Type of Service:**  
**Answer all questions:**
  - a. Professional Development? No
    - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? No
  - b. After School or Extended Hours Program? No
  - c. School Readiness or Head Start Programs? No
  - d. Other: (Please describe)

**7. Contractor Classification:**

**Answer all questions:**

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? Renewal
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No increase
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: No

**8. Contractor Selection:**

**Answer all questions**

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. Knowledge of education law as it relates to expulsion process.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Sole Source
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: Selected through feedback by students, parents and staff members.

**9. Evidence of Effectiveness & Evaluation**

**Answer all questions**

- a. What specific need will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? Oversee expulsion process as an impartial hearing officer attorney
- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. The effective of this contractor will be determined by expulsion participation feedback as well as report writing.
- c. How is this service aligned to the District Continuous Improvement Plan?

10. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as the costs of services provided are like that of others providing similar services.

11. What are the implications of not approving this Agreement? The implementation of not approving this agreement is that decisions/outcomes will not be reached for expulsion hearings for students.

91344054



NEW HAVEN PUBLIC SCHOOLS

**AGREEMENT**  
**By And Between**  
**The New Haven Board of Education**  
**AND**

**Michael Mackniak, Esq.**  
**For Impartial Hearing Services**

FOR DEPARTMENT/PROGRAM:  
**Student Services/Special Education Department**

This Agreement entered into on the 17<sup>th</sup> day of August, 2021, effective (*no sooner than the day after Board of Education Approval*), the 10<sup>th</sup> day of September, 2021, by and between the New Haven Board of Education (herein referred to as the "Board" and, Michael Mackniak, Esq., located at, 175 Church Street, #202, Naugatuck, CT 06770 (herein referred to as the "Contractor").

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$350.00 per hearing session, for a total of hours or sessions.

The maximum amount the contractor shall be paid under this agreement: **Fifteen Thousand Dollars (\$15,000)**. Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by **General Funds Contractual Account Program** of the New Haven Board of Education, **Account Number: 190-494-00-56694**, **Location Code: 0000**

This agreement shall remain in effect from September 15, 2021 to June 30, 2022.

**SCOPE OF SERVICE:** *Please provide brief summary of service to be provided.*

To provide impartial hearings for student services department, including but not limited to student discipline, expulsions and/or special education services as needed and decision write-ups.

**Exhibit A: Scope of Service:** Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.

**Exhibit B: Student Data and Privacy Agreement:** Attached

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval.

**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

  
\_\_\_\_\_  
Contractor Signature

8/14/2021  
\_\_\_\_\_  
Date

Michael W Mackniak, JD  
\_\_\_\_\_  
Contractor Printed Name & Title

  
\_\_\_\_\_  
President  
New Haven Board of Education

8/30/21  
\_\_\_\_\_  
Date

Revised: 11/27/18