

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Michael Mackniak AMENDMENT #: 1

GRANT # if applicable: _____ AGREEMENT #: 91350880

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: General Funds Contractual DATE: 02/15/2023

FUNDING SOURCE FOR AGREEMENT: General Funds Contractual

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: \$12,000

√ INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 27,000

FUNDING SOURCE & ACCT # FOR AMENDMENT: General Funds Contractual Account,
account # 190-494-00-56694

DESCRIPTION AND NEED FOR AMENDMENT: Please note we are requesting an increase in the contract for Attorney Michael Mackniak, Esq., by \$12,000 due to an increase in Expulsion Hearings for the school year 2022-2023.

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

CONTRACTOR'S SIGNATURE: _____ 2/16/23
(Name) (Date)
Hearings officer
(Title)

NEW HAVEN BOARD OF EDUCATION:

President (Date)

91350880



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 18th day of July, 2022 effective (*no sooner than the day after Board of Education Approval*), the 9th day of August, 2022, 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 August 29, 2022 to June 30, 2023.

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*. Contractors 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's 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

7/18/22

Date

Michael Markowitz & Co.

Contractor Printed Name & Title



President
New Haven Board of Education

Date 8/15/2022

Revised: 11/27/18