



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Michael Mackniak, Esq

Doing Business As, if applicable:

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

Business Phone: 203-915-6099

Business email: mwmackniak@gmail.com

Funding Source & Acct # including location code: General Funds
Contractual Account, account # 190-494-56694, Location Code: 0490

Principal or Supervisor: Typhanie Jackson, Executive Director of Special
Education and Student Services

Agreement Effective Dates: From August 29, 2022. To June 30, 2023

Hourly rate or per session rate or per day rate. \$350.00 per hearing session
Total amount: \$15,000

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

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

Submitted by: Typhanie Jackson Phone: 475-220-1760



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Typhanie Jackson, Executive Director of SPED and Student Services
Date: Wednesday, July 20, 2022
Re: Contract Michael Mackniak, Esq

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 hearing for students services department including but not limited to student discipline, expulsions and/or special education services as needed and decision write-ups.
3. **Amount** of Agreement and hourly or session cost: \$15,000, \$350.00 per session
4. **Funding Source** and account number: General Funds Contractual Account, account # 190-949-56694, Location Code: 0490
5. Approximate number of staff served through this program or service: 50
6. Approximate number of students served through this program or service: 100
7. **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
8. **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)

9. 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: N/A

10. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company: Specific skill set is that this contractor is knowledgeable in education law as it relates to expulsion/suspension hearing process.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
Quotes
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? N/A previous history and comparable market price
- d. Who were the members of the selection committee that scored bid applications? N/A
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department. N/A

11. 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? Specific need is to oversee expulsion process as an impartial hearing office 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? This service is strategically aligned to the district's continuous goal of working with disengaged youths. Specifically revamping the expulsion process to service students within the school setting.

12. 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.
13. 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 hearing for students.

Rev: 8/2021



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*. 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

President
New Haven Board of Education

7/18/22

Date

Date

Michael Macknyk Esq

Contractor Printed Name & Title



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18

CONTRACTOR ASSESSMENT

Vendor Name: Michael Mackniak, Esq.

Project Description: 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.

Evaluator: TYPHANIE JACKSON

Date: July 18, 2022

| | Unacceptable | | | | Excellent | | Not applica |
|---|--------------|---|---|---|-----------|-----|-------------|
| | 1 | 2 | 3 | 4 | 5 | N/A | |
| Quality of contractor's Work | | | | | | | |
| 1. Attendance | | | | | X | | |
| 2. Effectiveness of Psychological Evaluations | | | | | X | | |
| 3. Ability to relate to parents and professionals during PPT's | | | | | X | | |
| 4. Monitor and maintain social emotional behavioral records | | | | | X | | |
| 5. Educational/psychological support | | | | | X | | |
| Working relationship of contractors with district | | | | | | | |
| 6. Timely submission of invoices | | | | | X | | |
| 7. Accuracy of invoices | | | | | X | | |
| 8. Collegial, collaborative relationships with building professionals | | | | | x | | |
| Implementation of practice across the district | | | | | | | |
| 9. Flexibility in scheduling | | | | | x | | |
| 10. Coverage when needed (substitution) | | | | | | x | |
| 11. Team work with teacher and other professionals | | | | | X | | |