



NEW HAVEN PUBLIC SCHOOLS
COVER SHEET

Please Type

Contractor full name: **Stuart W, Mattison**

Doing Business As, if applicable:

Business Address: **7 Hillcrest Rd Niantic CT 06537**

Business Phone: **(860)235-0258**

Business email: **mirashellfish@aol.com**

SS# OR Tax ID #:

Funding Source & Acct. # **190-429-00-56694**

Principal or Supervisor: **Marc Potocsky**

Agreement Effective Dates: **From 11/1/2020. To 06/30/21.**

Hourly rate or Per session rate or Per day rate: **\$30 per hour**

Total amount: **\$51,952.50**

Description of Service: Please provide a one or two sentence description of the service. Please do not write "see attached." **The general services to be performed by the Contractor shall consist of: Assisting in the upkeep of the fish production area, including but not limited to the daily maintenance schedule. Will also provide coverage when lab tech is on vacation and assist in the set up for labs for student projects.**

Submitted by: _____ Phone: _____



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Marc Potocsky Principal Sound School
Date: October 15, 2020
Re: Stuart Mattison Contract
Proposed Meeting Date: 10/19/2020

Executive Summary/ Statement:

Stuart Mattison, a highly qualified contractor, helps ensure the Fish Production Laboratory life support systems are functioning to keep animals alive. Mr. Mattison's duties include but are not limited to the daily maintenance schedule. Will also provide coverage when full-time lab tech is on vacation and assist in the set up for labs for student projects.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$45,000 . To be paid at a rate of \$30.00 per hour through payroll. Additional costs : FICA \$3442.50, Medicare \$652.50, Workmans Comp (Trade) \$2857.50.

Funding Source & Account #: Sound School Aquaculture Account 190-428-00-56694.

Key Questions:

1. Please describe how this **service is strategically aligned** with school or District goals:
Mr. Mattison supports the Fish Production Laboratory (FPL) at the Sound School in a wide variety of ways. His professional experience in fish culture is passed directly to the students and staff that he works with and as such, Stuart is instrumental in facilitating both district and AFNAR standards in both laboratory and classroom setting. Additionally, he is responsible for the maintenance of our recirculating aquaculture systems (RAS) and the creatures that we house in them; both of which are necessary to meet the goals of the Sound School and New Haven Public Schools. Stuart's support is critical to all science classes that use the FPL as a resource; freshmen through seniors. Finally, students depend on Stuart's talents when the experiments they perform in the FPL are used in national presentations, area demonstrations or the Capstone Projects that are a graduation requirement here at the school.

2. What **specific need** will this contractor address?
Mr. Mattison has the qualifications and knowledge of aquatic husbandry and the mechanical aptitude required to maintain our stocks of aquatic species, in good condition, for our students to work with through-out the school year. Further his experience in both RAS fabrication and the skill set he possess in the area of equipment installation and upkeep in the area of aquatic science make his unique talents indispensable.
3. **Contractor selection:** quotes, RFP, or Sole Source? **Please describe:** Stuart Mattison has worked for the Sound School for 11 years and is familiar with the systems in the fish production lab. He replaced a contractor Jeff Sampson (Aquatic Technologies) who we had a contract with for \$144,000 per year. Stuart is working for \$45,000 per year which is a significant savings per year. Stuart skills would cost us at least double what we are paying him if we were able to find someone with the same experience.
4. What **specific skill set** does this contractor bring to the project?
Mr. Mattison has a unique skillset that he developed in 17 years of finfish husbandry while working in Alaska and Washington state. While on the west-coast Stuart dealt with a variety of finfish species that included; salmon, sturgeon and trout in both hatchery and wild settings. Stuart's skills increased further when he owned and ran a commercial shellfish hatchery in Southeastern Connecticut for another seven years where he not only cultured oysters, clams and scallops but grew the multiple microalgae needed to support those animals.
In addition, Stuart has worked in the Sound School Fish Production Laboratory for the last 11 years and is intimately familiar with all aspects of the School's wet lab. His skills include the husbandry of finfish, shellfish, microalgae and crustaceans. Stuart also has the ability to design and fabricate aquatic systems as well as a working knowledge of pumps, regenerative blowers and chillers/heaters.
Stuart understands both the Chemistry and Physics that must be applied in aquaculture and he shares his expertise with both students and staff. Stuart's knowledge and experience allows him to "translate" very difficult concepts into "student friendly "lessons.
5. Is this a **new or continuation service**?
Mr. Mattison has worked for us for eleven consecutive years.
6. Evidence of Effectiveness: How will the contractor's performance be evaluated?
Stuart's effectiveness will be obvious to anyone who enters the FPL. The recirculating aquaculture systems are running, and the animals are alive; there are students engaged in the husbandry on all of the tanks. Stuart works with them side-by-side and he is the person they seek help from first when issues arise. Stuart will be evaluated
By the quality of his work, through his interactions with students and staff and with the overall wellbeing of the aquatic life in the FPL.
7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not? N/A
8. Why do you believe this agreement is **fiscally sound**?

I believe that hiring Mr. Mattison is financially sound. As previously mentioned, if Stuart was not in our employ, we would lack much of our ability to maintain our present equipment- rebuild pumps etc...., fabricate the unique tools required for aquatic husbandry- set trays, micron sieves etc...., and “self-install” items that are replaced at regular intervals- chillers etc... Having outside contractors brought in to preform this work would not only be cost prohibitive, finding resources that could produce the equipment and preform the operations that we require does not exist locally and in many cases in not available regionally.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
Stuart Mattison

FOR DEPARTMENT/PROGRAM:
Sound School

This Agreement entered into on the 1st day of November 2020, effective (*no sooner than the day after Board of Education Approval*), and the 1st day of November, 2020, by and between the New Haven Board of Education (herein referred to as the “Board” and, Stuart Mattison located at, 7 Hillcrest Rd Niantic, CT (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$30.00 per , hour , for a total of 1500, hours.

The maximum amount the contractor shall be paid under this agreement: fifty one thousand, nine hundred fifty two dollars and fifty cents(\$51,952.50). 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 Sound School Aquaculture Program of the New Haven Board of Education, **Account Number:** 190-429-56694 **Location Code:** 00.

This agreement shall remain in effect from November 1,2020to June 30,2021.

SCOPE OF SERVICE: *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must be attached).*

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

The services that will be performed by Mr. Mattison will include:

- The husbandry of finfish, crustaceans and shellfish including the production of multiple species of microalgae from small culture vessels, through carboy and kriesal stages to Batch Algal Culture (+800L vessels) as feed for animals in the hatchery and nursery systems. Additionally, will oversee oyster production in the fish production laboratory; efforts typically produce 1 to 2 million seed oysters annually.
- The maintenance of the Recirculating Aquaculture Systems (RAS) used for culturing the variety of species grown by the students at the school; including the installation of chillers and the repair of pumps when rebuilding is a feasible solution to mechanical issues.
- Providing technical support for Sound School students (9-12) during their laboratory activities; demonstrating the Best Practice methods used in Aquaculture at the commercial level.
- Helping to maintain the sea-water intake line to the school from Long Island Sound by performing maintenance on the pump; overseeing the up-keep of the polishing systems to include the drum filters, pleated cartridge filters, UV filters, sand filters and the BBF filters in both the 1st and 2nd floor Mechanical rooms at the school.
- Assisting in fabricating the site-specific equipment required to culture the organisms in the school's Fish Production Laboratory. Items may include; set-trays, down-weller silos, up-weller silos, lobster condos, installation of k-wells, carboys, pseudokriesals and raceways.
- Responsible for assisting Laboratory Technician with inventory, pricing both supplies and equipment; receiving and analyzing vendor quotes and writing purchase orders.

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

Date

Date

Contractor Printed Name & Title

Revised: 10/2/18



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.