



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: Slither and Swim Pets

Doing Business As, if applicable: N/A

Business Address: 38 Saw Mill Road, West Haven, CT, 06516

Business Phone: 203-932-6436

Business email: slitherandswim@gmail.com

Funding Source & Acct # including location code: 270-433-19-56697

Principal or Supervisor: Sandra Kaliszewski

Agreement Effective Dates: From 10/12/2022 to 06/30/2023

Hourly rate or per session rate or per day rate. \$45 /hr max 10 hrs; \$3550 materials and supplies

Total amount: \$4000

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."* Slither and Swim will provide materials and supplies for care of school animals and habitats. They will also service and clean larger habitats and provide training and prescriptive advise on animals and their care.

Submitted by: Sandra Kaliszewski Phone: 475-220-2800



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Sandra Kaliszewski  
**Date:** 10/12/2022  
**Re:** Slither and Swim Pets Agreement

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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:** Slither and Swim Pets
2. **Description of Service:** Slither and Swim will provide materials and supplies for care of school animals and habitats. They will also service and clean larger habitats and provide training and prescriptive advise on animals and their care.

**Amount** of Agreement and hourly or session cost: Not to exceed \$4,000. Hourly rate for in-school set-up and maintenance is \$45/hr – not to exceed 10 hrs (\$450). Materials and supplies at 20% discount on non-net items, animals at full cost – not to exceed \$3500.

**Funding Source** and account number: Not to exceed \$4,000. Hourly rate for in-school set-up and maintenance is \$45/hr – not to exceed 10 hrs (\$450). Materials and supplies at 20% discount on non-net items, animals at full cost – not to exceed \$3500.

3. Approximate number of staff served through this program or service: zero
4. Approximate number of students served through this program or service: All Students 500+
5. **Continuation/renewal or new Agreement?** Continuation/renewal  
**Answer all questions:**
  - a. If continuation/renewal, has the cost increased? If yes, by how much? No
  - b. What would an alternative contractor cost: No other type of pet store local
  - c. If this is a continuation, when was the last time alternative quotes were requested? N/A

- d. For new or continuation: is this a service existing staff could provide. If no, why not? Staff at Slither & Swim are knowledgeable and trained in the types of animals and habitats that we have. The contractor provides comprehensive support in the set-up and stocking of school animal habitats - including animals, supplies, staff education, and consultation on health matters.

**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?
- b. After School or Extended Hours Program? No
- c. School Readiness or Head Start Programs? No
- a. Other: (Please describe) The contractor provides comprehensive support in the set-up and stocking of school animal habitats - including animals, supplies, staff education, and consultation on health matters as needed at different times and days.

**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? Yes
- e. Is this a renewal/continuation Agreement or a new service? renewal/continuation
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: Yes, it aligns with our Magnet theme as well as the animals serving as calming stations for students and helps our school wide focus on restorative practices.

**8. 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: See attached resume
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? See attached resume Please describe the selection process including other sources considered and the rationale for selecting this Contractor: We have a good relationship with Slither & Swim, have used them for the past 8 years.

- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? N/A
- 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.

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? Availability of necessary items to maintain life, response to requests for in-house maintenance. Slither and Swim has historically responded to the school's needs in a timely manner including building habitats to meet our specific needs that do not currently exist in commercial form.
  - b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. We have a good relationship with Slither & Swim; have used them for the past 8 years. All habitats are well maintained.
  - c. How is this service aligned to the District Continuous Improvement Plan? It aligns with our Magnet theme as well as the animals serving as calming stations for students and helps our school wide focus on restorative practices.
10. Why do you believe this Agreement is fiscally sound? What differentiates this contractor from other pet stores is that they provide in-house services, they offer a significant discount, they maintain the same knowledgeable employees for years (vs. large turnover at other pet stores whose employees do not specialize in reptiles, amphibians and fish), have a proven track record and are conveniently located for school employees.
11. What are the implications of not approving this Agreement? Our agreement with Slither & Swim aligns with our Magnet theme as well as the animals serving as calming stations for students and helps our school wide focus on restorative practices.



NEW HAVEN PUBLIC SCHOOLS

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

*Slither and Swim Pets*

FOR DEPARTMENT/PROGRAM:

*Mauro-Sheridan Interdistrict Magnet School*

This Agreement entered into on the 20th day of September 2022, effective (*no sooner than the day after Board of Education Approval*), the 12th day of October, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, Slither and Swim Pets located at, 38 Saw Mill Road #16 (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$45 per hour, for a total of 10 hours and materials and supplies up to a maximum of \$3550.

The maximum amount the contractor shall be paid under this agreement: (\$4000). 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 Interdistrict Magnet **Program** of the New Haven Board of Education, **Account Number:** 270-433-19-56697 **Location Code:** 0019.

This agreement shall remain in effect from 10/12/2022 to 6/30/2023

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

Slither and Swim Pets will provide comprehensive support in the set-up and stocking of the 25+ diverse animal environments at Mauro-Sheridan Interdistrict Magnet School – including fresh water, salt water, insect, amphibian and reptile tanks. They provide all materials and supplies needed to create healthy animal environments and offer free delivery on large items. In addition, they provide maintenance service on larger habitats. They also provide in-house, hands-on education to our Science staff on the proper care of animals and maintenance of tanks. They are available for consultation on the growth and health of animals in question and provide prescriptive advice for ill animals on an as needed basis.

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

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

President

September 20 2022  
Date

\_\_\_\_\_  
Date

PAUL NIXON OWNER  
Contractor Printed Name & Title

Revised: 8/2021



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 to 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.



# PAUL NIXON

38 Saw Mill Rd Unit 16 West Haven, Connecticut, 06406 (203)-932-9436 slitherandswtm@gmail.com

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## WORK EXPERIENCE

SLITHER & SWIM PETS, WEST HAVEN, CT

Owner, Jan 1995 — Present

- Oversee activities directly related to making products or providing services.
- Review financial statements, sales and activity reports, and other performance data to measure productivity and goal achievement and to determine areas needing cost reduction and program Improvement.
- Direct and coordinate organization\'s financial and budget activities to fund operations, maximize investments, and increase efficiency.
- Determine staffing requirements, and interview, hire and train new employees, or oversee those personnel processes.
- Determine goods and services to be sold, and set prices and credit terms, based on forecasts of customer demand.
- Perform sales floor work, such as greeting or assisting customers, stocking shelves, or taking inventory.
- Develop or Implement product-marketing strategies, including advertising campaigns or sales promotions.
- Implement or oversee environmental management or sustainability programs addressing issues such as recycling, conservation, or waste management.

## EDUCATION

QUINNIPIAC COLLEGE, HAMDEN, CT

## ADDITIONAL SKILLS

- Strong Work Ethic.
- Adaptability .
- Self-Starter.
- Book Keeping.
- Schedule Management
- Critical Thinking
- Knowledge and experience of animal care

[Slitherandswimpets.com](http://Slitherandswimpets.com)