## **Please Type**

Contractor full name: Marina Dubrovsky

Doing Business As, if applicable: Athletic Trainer @Hill Regional Career High School

Business Address: 144 Burban Drive, Branford, CT 06405

Business Phone: (203) 314-0787

Business email: Marina.DubrovskyMS.LAT@gmail.com

SS# OR Tax ID #:

Funding Source & Acet # including location code: 190-404-00-56689

Principal or Supervisor: Erik Patchkofsky

Agreement Effective Dates: From 08/01/20 To 6/30/21

Hourly rate or per session rate or per day rate: \$15,000 (8/28/20; 12/4/20; 3/26/21)

Total amount: \$45,000

Description of Service: Please provide a <u>one or two sentence description</u> of the service. This service is an essential component in making certain that all of our student athletes are provided with the best possible medical, health, safety and rehabilitation care.

Submitted by: Erik Patchkofsky Phone: 475-220-1100/203-848-0425



## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee

From: Erik Patchkofsky, Athletic Director

**Date:** June 3, 2020

Re: Marina Dubrovsky Agreement

**Executive Summary/ Statement:** (Please provide 1-2 sentences describing the Service – do not leave blank): Approval is requested for the Renewal of an Agreement by and between the New Haven Board of Education and Marina Dubrovsky, 144 Burban Drive, Branford, CT for Athletic Training Services at Hill Regional Career High School for the period of August 1, 2019 to June 30, 2020

Amount of Agreement <u>and</u> the <u>Daily, Hourly or per Session Cost</u>: \$45,000 and payable in three payments of \$15,000 (August 28, 2020, December 4, 2020 and March 26, 2021)

Funding Source & Account #: 190-40400-56689

**Key Questions:** (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. Please describe how this service is strategically aligned to the District Continuous Improvement Plan? One of the goals in our district is to assist students to go on to post-secondary education. The trainer services' is essential to this goal because, if necessary, students will be provided with the best possible care and, hopefully, allow them to return to school as soon as possible.
- 2. What specific need will this contractor address? This service is an essential component in making certain that all of our student athletes are provided with the best possible medical, health, safety and rehabilitation care.
- 3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? <u>Please describe the selection process</u> including other sources considered and the rationale for selecting this method of selection: The contractor has specialized skills and experience and was very carefully chosen from a pool of candidates through an interview process.
- 4. If this is a continuation service, when was the last time the alternatives were sought? 2014
- 5. What <u>specific skill set</u> does this contractor bring to the project? The contractor has specialized skills and many years of service in sports medicine and as a certified athletic trainer.
- 6. How does this contractor fit into the project as a whole? (If the contractor is an individual, please <u>attach a copy of their resume</u>): The candidate provides the essential services needed for our students-athletes.

- 7. Is this a new or continuation service? Continuation
- 8. If this is a continuation service has cost increased? No increase from last year.
  - a) If yes, by how much?
  - b) What would an alternative contractor cost?
  - c) Is this a service existing staff could provide? Why or why not?
- 9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated? End of the year meeting.
- 10. If a continuation service, <u>attach a copy of the previous evaluations or archival data</u> <u>demonstrating effectiveness</u>. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)
- 11. If the service is a professional development program, can the training be provided internally, by district staff?
  - a) If not, why not?
  - b) How will the output of this Agreement contribute to building internal capabilities?
- 12. Why do you believe this Agreement is <u>fiscally sound</u>? This agreement is fiscally sound because it provides essential services to our student-athletes for an entire year at a very reasonable and realistic cost.
- 13. What are the implications of not approving this Agreement? The athletic program needs the specialized skills/services provided by the candidate to ensure that the proper medical care and rehabilitation is provided for our student-athletes,



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

### MARINA DUBROVSKY

### **FOR**

# ATHLETIC TRAINING SERVICES @ HILL REGIONAL CAREER HIGH SCHOOL

This Agreement entered into on the 13<sup>th</sup> day of May 2020, effective, on the 1st day of August, 2020, by and between the New Haven Board of Education (herein referred to as the "Board" and, Marina Dubrovsky, 144 Burban Drive, Branford Ct. 06405 (hereinafter referred to as the "Contractor").

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$15,000 per day, hour or session, for a total of three payments (August 28, 2020, December 4, 2020 and March 26,2021) days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: (\$45,000). 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 <u>Athletics **Program**</u> of the New Haven Board of Education, **Account Number**: 190-40400-56689 **Location Code**: <u>00</u>.

This agreement shall remain in effect from \_\_August 1, 2020 to \_June 30, 2021\_\_\_\_\_.

**SCOPE OF SERVICE:** The **professional** services to be performed by the Contractor shall, in general, consist of: <u>athletic training services for all sport team and events, including the prevention, care and rehabilitation of student-athletes at Hill Regional Career High School.</u>

Exhibit A: Scope of Service: the services of the contractor at Hill Regional Career High School as more fully described in the Scope of Services attached hereto as Exhibit A, which is incorporated herein and made in part of this agreement.

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 <u>may begin service no sooner than the day after Board of Education approval</u>.

**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.

Marina-Dubrovsky

Yesenia Rivera, President
New Haven Board of Education

Date

Date

Contractor Printed Name & Title

Revised: 12/3/19



#### 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

### MARINA DUBROVSKY

# Athletic Trainer @ Hill Regional Career High School

### **EXHIBIT A - SCOPE OF SERVICES**

### 2020-21

- 1. Provide athletic training services which include the prevention, care and rehabilitation of student-athletes.
- 2. Administer first aid and emergency care for injuries.
- 3. Maximum 40 hour work week schedule
- 4. Provide athletic training services for all sport team and events as assigned by Citywide Athletics Director and/or his/her designee.
  - **SPORT COVERAGE AND EVENT COVERAGE:** Football, Basketball, Lacrosse, Wrestling, Baseball, Softball, Soccer, Volleyball, Track, Cross Country, Golf and Tennis and all activities Including the Career summer football camp.

### Responsibilities include:

- 1. Providing coverage at Hill Regional Career High School for all varsity football games (home & away), home games for all other sports, all post season home and away games, track meets and any other athletic event as specifically requested by either the Coordinator of Athletic Training or the citywide athletics director and/or his/her designee.
- 2. Providing coverage for the preseason football camp that is held off site at the end of August.
- 3. Providing fill in game or event coverage for any other New Haven team as requested by the Coordinator of Athletic Training or the Citywide Athletics Director and/or his/her designee. This will include but not limited to track meets and State/New England wrestling tournaments that are held at the Floyd Little Athletic Center.
- 4. Providing daily practice/training room coverage as scheduled by the Coordinator of Athletic Training.
- 5. To collaborate with the Coordinator of Sport Medicine on order to develop, publish and distribute an emergency protocol to efficiently handle injuries and critical emergency situations
- 6. Providing supervision and direction to any athletic training student-intern or athletic training assistant that is assigned to help with game coverage on multiple game days.
- 7. Seasonal informational meetings with players and coaches regarding any medical concerns including emergency protocols and procedures.
- 8. Working with and facilitating with school nurses and coaches the medical clearances of all participating student athletes. Also assisting with the

- coordination and presentation of student-parents coaches meetings. Up to four times per school year.
- 9. Lists of all rosters with verified medical clearances must be submitted to Coordinator of Athletic Training prior to team selection (try-outs), game scrimmage or game.
- 10. Record and maintain daily injury reports and treatment records for any New Haven student athletes which will be submitted weekly to Coordinator of Athletic Training.
- 11. Updating and distribute medical kits and supplies for all sports teams. Supplies will be provided by the New Haven Athletic Department.
- 12. Daily communication and coordination with Coordinator of Athletic Training regarding any and all schedule changes and re-schedule games.
- 13. Inform coaches, on a daily basis of injuries and the participation status of their student athletes.
- 14. Coordination of medical referrals of our New Haven student athletes to our team physicians including follow up parental communication, treatments, rehabilitation and maintenance programs.
- 15. Evaluation and administering of therapeutic modalities under the standing orders from our team physicians and as regulated by the state of Connecticut and the NATA standards for treatment.
- 16. Administering First Aid to any New Haven student athlete, staff member or spectator.
- 17. Administering Athletic Training services to any New Haven student athlete.
- 18. Working with team physicians and other Allied Health Care Professionals in the treatment, management and rehabilitation of all New Haven student-athletes.
- 19. Communication and coordination with school nursing program regarding the healthcare and injury status of our New Haven student athletes.
- 20. Administering all IMPACT concussion baseline testing to any and all Hill Regional Career High School participating student athletes. Must use SAC and BESS standardize testing procedures.
- 21. Adhering to NATA Athletic Training Policy and Procedure and the New Haven Board of Education employee regulations.

### **COMPENSATION**

The Board shall pay the contractor for satisfactory performance of the services required the maximum amount of <u>Forty Five Thousand Dollars with No Cents (\$45,000.00)</u>, payable in three payments of \$15,000 on August 28, 2020; December 4, 2020 and March 26, 2021.

# <u>MARINA DUBROVSKY,</u> <u>MS.LAT.EEMP</u>

144 BURBAN DRIVE BRANFORD, ST 06405 203.314.0787 MARINA.DUBROVSKYMS.LAT@GMAIL.COM

### Objective

To provide optimal medical care, attend to all degrees of injury, treatment, prevention, rehabilitation and emergency response services to the student body of New Haven athletic teams and visiting athletic clubs, as well as good Samaritan responder.

### Experience

### **New Haven Board of Education**

Hill Regional Career High School

140 Legion Ave. New Haven, CT

Certified Athletic Trainer, 2014 to present

- Emergency response, optimum injury care: prevention, assessment, treatment, reconditioning and rehabilitation of athletic injuries or health issues. Safe return to participation and competition. Age: High School
- Athletic Training Room, and supplies order management
- Overall wellbeing of student athletes
- Injury reports and working with medical doctors, coaching staff, Athletic department, parents/guardians, teachers and administrators.
- Full coverage of home varsity games, coverage of junior varsity and freshman team sports, coverage of practices on site and assigned fields. Game coverage over 100 per year

### **United States Coast Guard Academy**

New London, CT

Certified Athletic Trainer, 2012 to 2014

- Emergency response, optimum injury care: prevention, assessment, treatment, reconditioning and rehabilitation of athletic injuries or health issues. Safe return to participation and competition. Age: College
- Athletic Training Room, and supplies order management
- Injury reports and working with medical doctors, coaching staff, parents, Athletic department and administrators
- Full coverage of home varsity games. Full coverage of away varsity games, including out of state and over night travels. Coverage of practices on site and assigned fields. Over 100 games per year

### Rehabilitation Associates, Inc.

Milford, CT

Certified Athletic Trainer/ Exercise Physiologist, 2007 to 2012

- Emergency response, optimum injury care: prevention, assessment, treatment, reconditioning and rehabilitation of athletic injuries or health issues. Safe return to participation and competition. Age: All Ages
- Athletic Training Room, and supplies order management
- Injury reports and working with medical doctors, coaching staff, Athletic department, parents/guardians, teachers and administrators
- Full coverage of home varsity games, coverage of junior varsity and freshman team sports, coverage of practices on site and assigned fields. Over 100 games covered per year
- Working with clients in clinical setting on rehabilitation continuum and return to work or sport protocol. Work with permanent disability and amputee patients to achieve independence and motor control.

#### **New Haven County Cutters**

Canadian-American Association of Professional Baseball

New Haven, CT

Head Athletic Trainer, 2005 Season

- Emergency response, optimum injury care: prevention, assessment, treatment, reconditioning and rehabilitation of athletic injuries or health issues. Safe return to participation and competition. Age: Adult
- Athletic Training Room, and supplies order management
- Injury reports and working with medical doctors, coaching staff and administrators.
- Full coverage of home games. Full coverage of away games, including out of state, out of country and over night travels. Coverage of practices on site and assigned fields. 92 games covered in season

### **Albertus Magnus College**

New Haven, CT

Head Athletic Trainer, 2004 to 2007

- Emergency response, optimum injury care: prevention, assessment, treatment, reconditioning and rehabilitation of athletic injuries or health issues. Safe return to participation and competition. Age: College
- Staff management, organization
- Campus emergency service coordinator
- Strength and conditioning program
- Athletic Training Room, and supplies order management
- Injury reports and working with medical doctors, coaching staff, Athletic department, parents/guardians and administrators.
- Full coverage of home varsity games, visiting sports teams, coverage of practices on site and assigned fields. Travel to away games, including out of state and over night travels.

#### HealthSouth

Willamantic, CT

Certified Athletic Trainer, 2002 to 2004

- Emergency response, optimum injury care: prevention, assessment, treatment, reconditioning and rehabilitation of athletic injuries or health issues. Safe return to participation and competition. Age: All ages
- Athletic Training Room, and supplies order management
- Injury reports and working with medical doctors, coaching staff, Athletic department, parents/guardians, teachers and administrators.
- Full coverage of home varsity games, coverage of junior varsity and freshman team sports, coverage of practices on site and assigned fields. Over 100 games covered

• Patient care and rehabilitation of injuries.

### **University of Connecticut**

Storrs, CT

Student Athletic Trainer, 1997 to 2001

- Function of an Athletic Training Room
- Emergency response, optimum injury care: prevention, assessment, treatment, reconditioning and rehabilitation of athletic injuries or health issues. Safe return to participation and competition. Age: College
- Injury reports and working with medical doctors, coaching staff, Athletic department and administrators.
- Full coverage of home varsity games. Full coverage of away varsity games, including out of state and over night travels. Coverage of practices on site and assigned fields. Over 100 games per year. Over 3000 hours of student work

### Education

Continuous Education Units programs 2000 to present

50+ CEU hours per every two years

Eden Energy Medicine Certification Program 2018

**EEM Practitioner** 

Southern Connecticut State University, 2009

Exercise Physiology. Master of Science

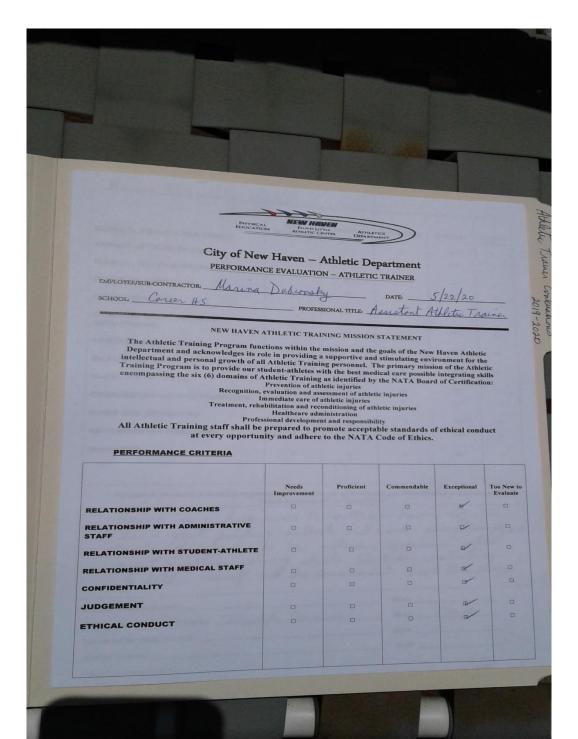
University of Connecticut, 2001

Kinesiology, Athletic Training. Bachelor of Science

# **Special Skills**

- Fluent in Russian
- Great communication skills
- Over 20 years of experience
- Reliable
- Organization and preparation skills

Critical thinking



	waky 5/23/20				
MEDICAL EVALUATION	Needs	Proficient			Abh
TATION SKILL	8			Continuate Too New to Evaluate	lete
MEDICAL RECORD KEEP		0	0		Abletic Traver 2019-2020
PRACTICE COVERAGE		0	0		emen
GAME COVERAGE		0	0	0	2
ATHLETIC TRAINING ROMANAGEMENT		0	0		2019
PROFESSIONAL GROWT	ъ	0	0	0 0	202
QUALITY OF WORK		0	а	0	6
QUANTITY OF WORK	0	0	0	9 0	
COMMUNICATION AND	TEAMWORK	0	0		
PRIDE AND OWNERSHIP			0		
SAFE WORKING PRACT		0	0	0 0	
INITIATIVE	ICES	0	0	0	
		0	0	0	
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Employee/Sub-contractor: Coordinator of Athletic Tra	ining: <u>Mulule</u> C	azmes			
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