



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

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

**Please Type**

Contractor full name: Hugh Shapiro

Doing Business As, if applicable:

Business Address: 13 Whalers Point, East Haven, CT 06512

Business Phone: 701-770-4953

Business email: latcnd@yahoo.com

SS# OR Tax ID #:

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

Principal or Supervisor: Erik Patchkofsky

Agreement Effective Dates: From 08/01/21 To 06/30/22

Hourly rate or per session rate or per day rate. \$18,000.00 (8/27/21; 12/3/21; and, 3/25/22)

Total amount: \$54,000.00


Description of Service: To provide athletic training services which include prevention, medical care and rehabilitation of student-athletes.

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



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Erik Patchkofsky, Athletic Director   
**Date:** June 9, 2021  
**Re:** **Athletic Trainer – Hugh Shapiro**

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:** Hugh Shapiro
2. **Description of Service:** To provide athletic training services which include the prevention care and rehabilitation of student athletes.
3. **Amount of Agreement and hourly or session cost:** \$54,000.00
4. **Funding Source and account number:** 190-40400-56689
5. **Continuation/renewal or new Agreement?**  
**Answer all questions:**
  - a. If continuation/renewal, has the cost increased? If yes, by how much? Yes, \$1,500.00
  - b. What would an alternative contractor cost: \$64,000.00
  - c. If this is a continuation, when was the last time alternative quotes were requested? 2014
  - d. For new or continuation: is this a service existing staff could provide. If no, why not?  
No, providing sports medical and athletic training services.
6. **Type of Service:**  
**Answer all questions:**
  - a. Professional Development?
    - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? No, Sports Medicine and Athletic Trainer Certification
  - b. After School or Extended Hours Program? Yes
  - c. School Readiness or Head Start Programs? No
  - d. Other: (Please describe) Athletics games/events
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? 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? \$1,500
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: N/A

**8. Contractor Selection:**

**Answer all questions**

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. The contractor has specialized skills and many years of service in sports medicine and as a certified athletic trainer. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Sole Source

Please describe the selection process including other sources considered and the rationale for selecting this Contractor: The contractor has specialized skills, experience and was very carefully chosen from a pool of candidates through an interview process.

**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? Hugh Shaprio's service is an essential component in making certain that our student-athletes are provided with the best possible medical, health, safety and rehabilitation care. End of the year meeting.
- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness.
- c. How is this service 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, our students-athletes will be provided with the best possible medical, health, and rehabilitation care and, hopefully, allow them to return to school as soon as possible.

10. Why do you believe this Agreement is fiscally sound? 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.

11. 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 provide for our student-athletes.



NEW HAVEN PUBLIC SCHOOLS

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

**HUGH SHAPIRO**  
**FOR**  
**ATHLETIC TRAINING SERVICES**  
**@ WILBUR CROSS HIGH SCHOOL**

FOR DEPARTMENT/PROGRAM:

**Department of Physical Education, Health/Athletics/Floyd Little Athletic Center**

This Agreement entered into on the 4th day of June 2021, effective (*no sooner than the day after Board of Education Approval*), the 1<sup>st</sup> day of August, 2021 by and between the New Haven Board of Education (herein referred to as the “Board” and, Hugh Shapiro located at, 13 Whaler Point, East Haven, CT 06512 (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$18,000.00 per day, hour or session, for a total of three days, hours or sessions (three payments August 27, 2021; December 3, 2021; March 25, 2022).

The maximum amount the contractor shall be paid under this agreement: Fifty Four Thousand Dollars No Cents (\$54,000.00). 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 Athletics **Program** of the New Haven Board of Education, **Account Number:** 190-40400-56689 **Location Code:** 00.

This agreement shall remain in effect from August 1, 2021 to June 30, 2022 .

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

**Exhibit A: Scope of Service:** the services of the contractor at Wilbur Cross 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 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.

Hugh Shapiro MS, MSPH, ATC  
Hugh Shapiro, MS, MSPH, ATC

\_\_\_\_\_  
Yesenia Rivera, President  
New Haven Board of Education

June 7, 2021  
Date

\_\_\_\_\_  
Date

HUGH SHAPIRO. MS, MSPH, ATC.  
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.

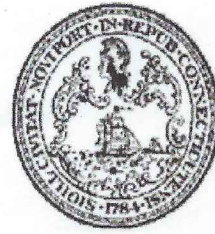
1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access 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.





**DISCLOSURE & CERTIFICATION AFFIDAVIT**

**EVERY SECTION MUST BE COMPLETED**

For help completing this form contact 203-946-8201

Contractor/Vendor Name:	Hugh Shapiro
Address:	13 Whalers Point, East Haven, CT 06512
Telephone and/or Fax #:	701-770-4953
Email Address:	latcnd@yahoo.com
Contact Person:	Hugh Shapiro

**For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:**

- (a) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (b) "Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (c) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.
- (d) "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of	CONNECTICUT		County of	NEW HAVEN	
I,	Hugh Shapiro		being first duly sworn, hereby deposes and says that:		
	(type or print your name above)				
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein.				
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of		Insert Company Name above		
2b.	Or I am an individual and my name is:		Hugh Shapiro		
			if an individual, insert your name above		
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.				
4.	<b>Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).</b>				
4a.	N/A	As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current.			
4b.		The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement.			
4c.	N/A	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. <b>Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.</b>			
5.		Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.			
6.	Please select the applicable representation about the Contractor's business registration:				
6a.	N/A	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:		Insert State Registration # above	
6b.	N/A	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #:		Insert State Registration # above	
6c.	N/A	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:		Please insert State name above	
	Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).				



7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1	NONE			
2				

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1	NONE			
2				

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Organization Name	Address	Type of Ownership
1	NONE		
2			

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	Title	% of Ownership	DOB
1	NONE			
2				

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

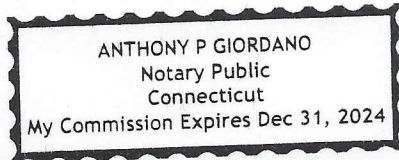
	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	NONE		
2			

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form: <i>Heidi N. ... MS, MSPH, ATC</i>			
<b>THIS FORM MUST BE NOTARIZED</b>		<b>NOTARY SEAL (if available)</b>	
Signature of Notary: <i>[Signature]</i>			
Subscribed and sworn to, before me on this:	7 <sup>th</sup>	Day of	June 2021
My Commission Expires:	12/31/2024		

*This form should be mailed or emailed to the contracting department or included with a specific solicitation.*

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)







## City of New Haven – Athletic Department

### PERFORMANCE EVALUATION – ATHLETIC TRAINER

EMPLOYEE/SUB-CONTRACTOR: Hugh Shapiro DATE: 6/4/21  
 SCHOOL: Wilbur Cross High School PROFESSIONAL TITLE: Assistant Athletic Trainer

#### NEW HAVEN ATHLETIC TRAINING MISSION STATEMENT

The Athletic Training Program functions within the mission and the goals of the New Haven Athletic Department and acknowledges its role in providing a supportive and stimulating environment for the intellectual and personal growth of all Athletic Training personnel. The primary mission of the Athletic Training Program is to provide our student-athletes with the best medical care possible integrating skills encompassing the six (6) domains of Athletic Training as identified by the NATA Board of Certification:

- Prevention of athletic injuries
- Recognition, evaluation and assessment of athletic injuries
- Immediate care of athletic injuries
- Treatment, rehabilitation and reconditioning of athletic injuries
- Healthcare administration
- Professional development and responsibility

All Athletic Training staff shall be prepared to promote acceptable standards of ethical conduct at every opportunity and adhere to the NATA Code of Ethics.

#### PERFORMANCE CRITERIA

	Needs Improvement	Proficient	Commendable	Exceptional	Too New to Evaluate
<b>RELATIONSHIP WITH COACHES</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>RELATIONSHIP WITH ADMINISTRATIVE STAFF</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>RELATIONSHIP WITH STUDENT-ATHLETE</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>RELATIONSHIP WITH MEDICAL STAFF</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>CONFIDENTIALITY</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>JUDGEMENT</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>ETHICAL CONDUCT</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Hugh Shapiro 6/4/21

	Needs Improvement	Proficient	Commendable	Exceptional	Too New to Evaluate
<b>MEDICAL EVALUATION SKILLS</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>REHABILITATION SKILLS</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>MEDICAL RECORD KEEPING</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>PRACTICE COVERAGE</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>GAME COVERAGE</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>ATHLETIC TRAINING ROOM MANAGEMENT</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>PROFESSIONAL GROWTH</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>QUALITY OF WORK</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>QUANTITY OF WORK</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>COMMUNICATION AND TEAMWORK</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>PRIDE AND OWNERSHIP</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>SAFE WORKING PRACTICES</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>INITIATIVE</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

May provide comments or feedback supporting indicated rating for each item with particular attention to those areas rated as "Needs Improvement" or "Exceptional".

Hugh continues to fill a big role at Cross as he brings years of experience and oversight as well as a desire to create and grow the program. Hugh is pleasant to work with and has demonstrated team approaches as we work to service on entire community of New Haven.

Assistant Athletic Trainer: \_\_\_\_\_

Date: \_\_\_\_\_

Director of Athletic Training: Michelle Corcoran

Date: 6/4/21