



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Michele Cormier

Doing Business As, if applicable: Athletic Trainer

Business Address: 17 Woodside Path, West Haven, CT 06516

Business Phone: 203-654-5192

Business email: mcormier44@gmail.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. \$25,500 (8/27/21; 12/3/21; 3/25/22)

Total amount: \$76,500

Description of Service: To develop, coordinate and supervise New Haven Public Schools Sport Medicine Program and Athletic Training Services.

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 8, 2021
Re: Athletic Trainer Coordinator – Michele Cormier

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:** Michele Cormier
2. **Description of Service:** To develop, coordinate and supervise New Haven Public Schools Sport Medicine Program, Athletic Training Services and to provide preventive care and rehabilitation of student-athletes.
3. **Amount of Agreement and hourly or session cost:** \$76,500 (three payments \$26,500 - 8/27/21; 12/3/21; and, 3/25/22).
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
 - b. What would an alternative contractor cost: \$86,000
 - c. If this is a continuation, when was the last time alternative quotes were requested? 2008
 - 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? Yes
- 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? Michele Cormier'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.

Rev: 8/10/2020



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

MICHELE T. CORMIER
SPORTS MEDICINE & ATHLETIC TRAINING SERVICES

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 1st day of August, 2021 by and between the New Haven Board of Education (herein referred to as the “Board” and, Michele Cormier located at, 17 Woodside Path, West Haven, CT 06516 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$25,500 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: Seventy Six Thousand Five Hundred Dollars No Cents (\$76,500.00). 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: To develop, coordinate and supervise New Haven Public Schools Sport Medicine Program and Athletic Training Services.

Exhibit A: Scope of Service: the services of the contractor is more fully described in the Scope of Services attached hereto as Exhibit A, which is incorporated herein and made it 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.

Michele T. Cormier MS ATC CSCS
Michele T. Cormier, MS ATC CSCS

Yesenia Rivera, President
New Haven Board of Education

Date June 4, 2021

Date

Michele T. Cormier
Contractor Printed Name & Title
Supervising Coordinator Athletic Training

Revised: 11/27/19



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.

MICHELE T. CORMIER

EXHIBIT A - SCOPE OF SERVICES

2021-2022

SPORTS MEDICINE AND ATHLETIC SPORTS TRAINING

Sports: Football, Basketball, Lacrosse, Wrestling, Baseball, Softball, Soccer, Volleyball, Track, Cross Country, Golf and Tennis and all activities and programs as requested by the citywide athletics director and/or his/her designee.

Responsibilities include:

- Develop, coordinate and supervise New Haven Public Schools sports medicine program. This includes daily staff supervision, staff development and program development.
- Provide direct sports medicine / athletic training services.
- Oversee the development of New Haven Athletic training program and its employees.
- Daily scheduling of all sports medicine staff, this includes assistant certified athletic trainers, athletic training assistants and athletic training students.
- Interview, select and coordinate the scheduling of team physicians. Supervising physician coverage for all home regularly scheduled football games and all post season games.
- On call service 24 hrs/day, 7 days/week for any and all New Haven Athletic Training business for coaching staff, parents, team physicians, site coordinators, school nurses and administration.
- Overall coordination, supervision and evaluation of all Assistant Certified Athletic Trainers, athletic training assistants and athletic training students in day to day operations.
- Scheduling all NATA Certified Assistant Athletic Trainers, nationally certified athletic training assistants and athletic training students to all New Haven varsity football games (home & away), department sponsored track meets, all post season home and away games as well as any other athletic event that is specifically requested by the New Haven Athletic Department.
- Scheduling all athletic training staff for daily practice/training room coverage as detailed in national NATA standards and/or as requested by New Haven Athletic Department.
- Daily communication and coordination with Athletic Department regarding any and all schedule changes and makeup games as well as assisting with insurance verification.

- Coordination, communication and scheduling of team physicians for home varsity football games or department requested post season away varsity football games.
- Coordination and scheduling of other specific physician's services (i.e. skin check) for wrestling tournaments and other post season tournaments as specifically requested by the New Haven Athletic Department.
- Providing evaluation (with team physician whenever appropriate) for injured athletes within 24 hours of the report of injury. When trainer is not on site.
- Coordination of medical referrals of our New Haven student athletes to our team physicians including follow up treatments, rehabilitation and maintenance programs.
- 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.
- Administering First Aid to any New Haven student athlete, staff member or spectator.
- Administering Athletic Training services to any New Haven student athlete and staff member by appointment.
- Working with team physicians and other Allied Health Care Professionals in the treatment, management and rehabilitation of all New Haven student-athletes.
- Communication and coordination with school nursing program regarding the healthcare and injury status of our New Haven student athletes.
- Coordination and supervision of any and all treatment and injury rehabilitation that is conducted inside the Floyd Little Athletic Center training room.
- Coordination and supervision of any and all treatment and injury rehabilitation that is conducted in training rooms at any New Haven Public School site.
- Providing coverage for all home and away varsity football games at Hillhouse High.
- Providing coverage for all other home athletic contests at Hillhouse High.
- Floyd Little training room hours, when not at game, Mon-Fri 1:00pm-5:00pm for injury evaluation and rehabilitation available to all New Haven student athletes.
- Overseeing data entry/record keeping of injuries, daily treatments and MD referrals at Hillhouse, Wilbur Cross, and Career to be kept on file in Floyd Little training room.
- Overseeing the administering of all IMPACT concussion baselines testing to any and all New Haven student athletes who will be trying out for a sports team at Hillhouse, Wilbur Cross, and Career.

- Request and distribute of all necessary athletic training supplies and equipment for the New Haven sports medicine program (high and middle school).
- Random observations and bi-annual (January and June of the school year) written evaluations of all athletic training staff.

NOTE: New Haven Public Schools will negotiate with user and assign Michele T. Cormier as the first option to service all other events in the Floyd Little Athletic Center requiring sports medicine/athletic training. New Haven Athletics will be responsible for invoicing the user and the payment of Michele T. Cormier.

COMPENSATION

The Board shall pay the contractor for satisfactory performance of the services required the maximum amount of Seventy Five Thousand Dollars and No Cents (\$76,500), payable in three payments of \$25,500 on August 27, 2021; December 3, 2021; March 25, 2022.



DISCLOSURE & CERTIFICATION AFFIDAVIT

EVERY SECTION MUST BE COMPLETED

For help completing this form contact 203-946-8201

Contractor/Vendor Name:	Michele T. Cormier
Address:	17 WOODSIDE PATH WEST HAVEN CT 06516
Telephone and/or Fax #:	203-654-5192
Email Address:	Mcormier44@gmail.com
Contact Person:	Erik PatchKofsky

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		County of	
I, <u>Michele T. Cormier</u> <small>(type or print your name above)</small>	being first duly sworn, hereby deposes and says that:		
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:	<u>Michele T. Cormier</u> <small>If an individual, insert your name above</small>	
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.	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).		
4a.	<input type="checkbox"/> 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.	<input checked="" type="checkbox"/> 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.	<input type="checkbox"/> 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. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.		
5.	<input type="checkbox"/> 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.	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.	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.	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	
<small>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).</small>			

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 N/A			
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 N/A			
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 N/A		
2		

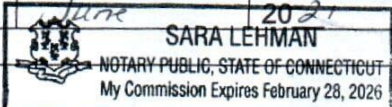
10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company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

Name	Title	% of Ownership	DOB
1 N/A			
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 N/A		
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:		Michelle T. Cormier Athletic Trainer	
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary: <i>[Signature]</i>			
Subscribed and sworn to, before me on this:		4th	Day of June 2021
My Commission Expires:		February 28, 2026	
			

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.)

New Haven Athletic Training Program

Name: Michele T Cormier

School year 2020-2021

Sports Medicine Staff Self-Evaluation

1. Maintaining the Sports Medicine Department Unit. **Exceptional, many years to improve myself which has always been a basic foundational piece of who I am and want to be, I have and will always be a team player**
2. Positive Environment for both staff and athletes. **Exceptional, this too is a big part of how I choose to be, things can always be worse, important to embrace our blessings**
3. Athletic Training Skills – Injury assessment, appropriate referrals to team physician, rehabilitation program development and implementation. **Been polishing and sharpening skills tools and gifts from a career that I've been passionate about for 33 years, and had a plethora of learning opportunities**
4. Athletic Training room etiquette – personal appearance, interpersonal communication with athletes, staff, and other medical professionals. **Exceptional, I have always followed the philosophy that I treat people the way I want to be treated**
5. Effective professional development – **12yrs+ collegiate education, 20yrs outpatient clinical, 33yrs working in high school athletics**
6. Relationship management and effective communication **Excellent, it goes along with above, we have to give respect to get it, life is a boomerang**
7. Demonstrate commitment and compliance with the department's regulations, policies, and procedures. **Excellent, I am a team player and always have been, I like to create bonds and bridges to assist in development and progress**
8. What is your 1- and 5-year professional plan? **More development and better utilization of existing resources** What is an area you believe you excelled **Exceptional educator on basics, fundamentals, foundations and analysis of proper posture, exercise, lifting, body mechanics and function, I've had vast training** What is an area you believe could use improvement over the summer and next academic year? **Always working on new ideas and ways to improve the existing system by thinking outside the box on ways to utilize existing resources**
9. How can Sports Medicine grow and improve as a department? What are some changes you would like to see over the next semester/year/3 years? **Would love to see this program grow, have lots of ideas, I just need a couple pair of dependable trusting hands to help with physical aspects of job**
10. Personal Accountability – please provide examples of how your decision making, self-awareness, openness to feedback, and overall attitude has evolved over the previous year. **It has been a lifelong commitment to better myself, that's why I am here to grow and expand, it is working each year gets better, self improvement is essential**