

Please Type

Contractor full name: Hugh Shapiro

Doing Business As, if applicable: Athletic Trainer @Wilbur Cross High School

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

Business Phone: 701-770-4953

Business email: <u>latend@yahoo.com</u>

SS# OR Tax ID #: Funding Source & Acct # including location code: 190-404-00-56689

Principal or Supervisor: Erik Patchkofsky

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

Hourly rate or per session rate or per day rate \$17,500 (8/28/20; 12/4/20; 3/26/21) Total amount: \$52,500

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: <u>475-220-1100/203-848-0425</u>



Memorandum

To:	New Haven Board of Education Finance and Operations Committee
From:	Erik Patchkofsky, Athletic Director 🦯 🧷
Date:	June 3, 2020
Re:	Athletic Trainer – Hugh Shapiro

Executive Summary/ Statement: Approval is requested for the Renewal of an Agreement by and between the New Haven Board of Education and Michele T. Cormier, 17 Woodside Path, West Haven, CT for Sports Medicine and Athletic Training Services.

Amount of Agreement <u>and</u> the <u>Daily, Hourly or per Session Cost</u>: \$52,500 and payable in three payments of \$17, 500 (August 28, 2020, December 4, 2020 and March 26, 2021)

Funding Source & Account #: 190-404-00-56689

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 student-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? N/A
 - 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 provide for our student-athletes.



AGREEMENT By And Between The New Haven Board of Education AND

HUGH SHAPIRO FOR ATHLETIC TRAINING SERVICES @ WILBUR CROSS HIGH SCHOOL

This Agreement entered into on the 13th day of May 2020, effective, on the 1st day of August, by and between the New Haven Board of Education (herein referred to as the "Board" and, Hugh Shapiro, 13 Whaler Point, East Haven, CT 06512 (hereinafter referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required in the amount of \$17,500 per <u>day</u>, hour or session, for 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: (\$52,500). Compensation will be made upon submission of <u>an itemized invoice which includes a detailed description of work</u> performed and date of service.

Fiscal support for this Agreement shall be by <u>Athletics</u> **Program** of the New Haven Board of Education, Account Number: <u>190-40400-56689</u> Location Code: 00.

This agreement shall remain in effect from <u>August 1, 2020</u> to <u>June 30, 2021</u>.

SCOPE OF SERVICE: <u>The professional services to be performed by the Contractor shall, in</u> 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: <u>the services of the contractor at Wilbur Cross High School as more</u> 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</u> <u>approval</u>.



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

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.

Yesenia Rivera, President New Haven Board of Education

JUNE 2 2020 Date

Date

HUGH SHAPINO. ATNLETIC TRAINER.

Contractor Printed Name & Title

Revised: 12/3/19

13 Whalers Point East Haven, CT. 06512 latend@yahoo.com

Hugh Shapiro MS, MSPH, ATC

Objective: To obtain a position in a sports medicine/public health setting providing sustainable education and empowerment to all populations and ability levels as a means to enhancing quality of life and improving health status while decreasing health risk behaviors.

Education:	2005 – 2008 Minneapolis, Mn • 3.7 GPA	Walden University Master's degree in public health. August 2008
	1982 – 1984 Hays, Kansas	Fort Hays State University MS. Physical Education
	1975 – 1979 Lincoln, Nebraska • Wrestling To	Nebraska Wesleyan University BS Physical Education eam Captain 1977-1979

Professional Experience:

2014-Present	City of New Haven; Board of Education
	New Haven, CT

Athletic Trainer

- Provided athletic training/sports medicine services at two Inner city high school athletic programs.
- Head athletic trainer for Connecticut state open wrestling championships 2014-2020

2015-2017

ATI/AWS Worksite solutions Wallingford, CT

Athletic Trainer/Ergonomic Early Injury Intervention Specialist

- Provided ergonomic assessments and education principles for office, laboratory, and vivarium settings
- Provided follow up and ongoing ergonomic training to employees
- Problem solving and redesign of office space as necessary
- Ordered new equipment and educated employees on proper usage
- Maintained records of all contacts
- Job coach as needed
- Maintained strong working relationships with all employees

2012-2014 Carlson Physical Therapy Athletic Trainer

> • Provided athletic training/sports medicine services at Bridgeport Central High School

2008 – 2012Dodge City Community College

Dodge City, KS

Head Athletic Trainer

- Provide athletic training/sports medicine services for 280 student/athletes in 11 sports ranging from collision to non-contact activities.
- Manage the athletic training room facility. Responsibilities include: equipment and supply inventory management including budget.
- Developed a pre-athletic training education curriculum and teach 7 credit hours per semester.

- Developed emergency action plans for 8 athletic venues utilized by the college athletic teams
- Developed a head injury/concussion management policy for all athletic programs
- Supervise 9 student athletic training assistants
- Provide injury management evaluation, develop management strategies, and supervise all injury rehabilitation & management protocols.
- Created an athletic training management & policy facilities handbook.
- American Red Cross first aid-CPR/AED instructor
- Managed all athletic insurance claims and followed through to completion of transactions.
- Oversaw all sports practices and games. Travel with football and basketball. Occasional travel with baseball, softball and soccer.
- Academic advisor for 5-10 students each school year.

2007 - 2008	Trin

Trinity Health Minot, ND

Athletic Trainer

- Provide athletic training/sports medicine services to five area high schools.
- Assisted in development of sports training enhancement/injury reduction conditioning programs for area athletes.

2004 – 2007 Mercy Wellness Center Williston, ND

Athletic Trainer

- Provided athletic training/sports medicine services at two high schools and one college.
- Developed and supervised "EXCEL" sports training enhancement program with 50-60 athletes participating
- Designed and supervised exercise programs for teenagers, adults and phase III cardiac rehabilitation populations.
- Certified American Red Cross CPR/first aid instructor. Taught 3-4 courses/year.
- Certified federal drug testing chain of custody
- Provided industrial medicine post offer physical capacity assessments using the "Worksteps" program.

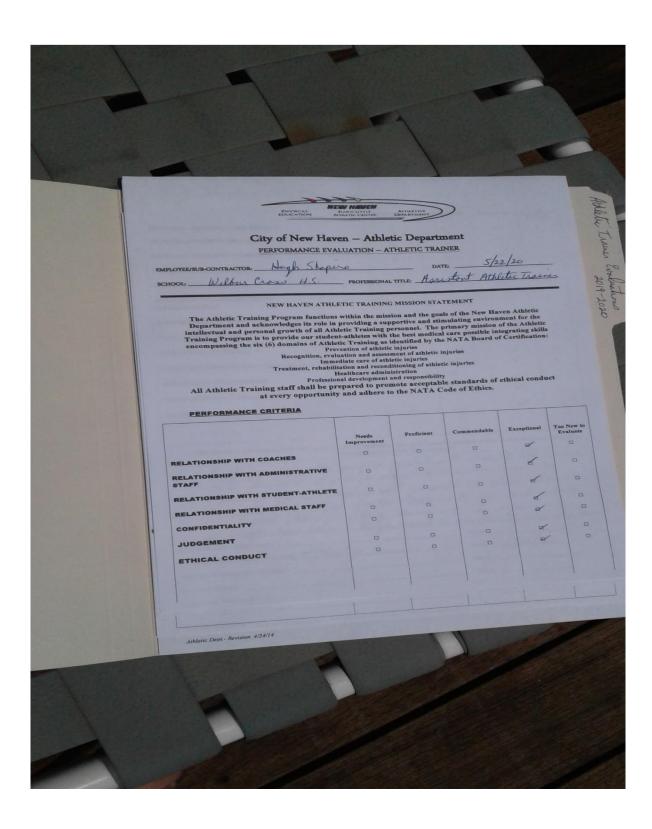
- Inspected and maintained entire fitness facility equipment.
- Developed programming and supervised the "Healthy Choices" program for local youth as a deterrent to overweight and obesity behavioral risk

1998 – 2004 St. Joseph's Hospital

Dickinson, ND

Athletic Trainer

- Provide athletic training/sports medicine services at two area high schools and one college.
- Supervised student athletic trainers at two high schools.
- Developed and supervised S.T.E.P. "Sports Training Enhancement Program" with 50-65 athletes participating.
- Designed and supervised exercise programs for teenagers, adults, and phase III cardiac rehabilitation patients.
- Certified American Red Cross CPR/first-aid instructor. Taught 3-4 classes per year.
- Certified federal drug testing chain of custody.
- Provided post offer industrial medicine physical capacity assessments using the "Worksteps" program.
- Inspected and maintained all fitness facility equipment.
- Developed programming and supervised the "Healthy Choices" program for local youth as a deterrent to overweight and obesity behavioral risk.
- Qualifications: NATABOC athletic trainer. Athletic training license 24-00652. American Red Cross community CPR-AED/first aid instructor, American Public Health Association.
- Modalities:Ultrasound. Electric Stimulation, Cold Laser, Traction (lumbar & cervical),
Ice, Moist Heat, Prophylactic Taping & Bracing, Selectorized weight
machines, free weights, sportcord, kettlebells, manual joint mobilization.
Sport Concussion Evaluation protocols including SCAT II and IMPACT.



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MEDICAL RECORD KEEPING				~	
PRACTICE COVERAGE			-	~	0
GAME COVERAGE		0		2	D
ATHLETIC TRAINING ROOM		0		~	
PROFESSIONAL GROWTH					-
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Employee/Sub-contractor: Coordinator of Athletic Training:	ulale Por	mer	Date:	5/22/2	0
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Manager			Date:	-	
Business Operations Manager:	and the second sec				
Business Operations Manager: Athletic Director: Athletic Dept Revision 4/24/14	Selection of				