



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 16<sup>th</sup> day of June 2022, effective (*no sooner than the day after Board of Education Approval*), the 1<sup>st</sup> day of August, 2022 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 \$20,500.00 per day, hour or session, for a total of three days, hours or sessions (three payments August 26, 2022; December 2, 2022; March 24, 2023).

The maximum amount the contractor shall be paid under this agreement: Sixty-One Thousand Five Hundred Dollars No Cents (\$61,500.00). 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, 2022 to June 30, 2023 .

**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*. Contractors 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's 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 22, 2022  
Date

\_\_\_\_\_  
Date

HUGH SHAPIRO.  
Contractor Printed Name & Title



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## 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.

**HUGH SHAPIRO**  
**Athletic Trainer @ Wilbur Cross High School**

**EXHIBIT A - SCOPE OF SERVICES**

**2022-2023**

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 and programs.

**Responsibilities include:**

1. Providing coverage at Wilbur Cross 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 Wilbur Cross 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 Sixty-One Thousand Five Hundred Dollars with No Cents (\$61,500.00), payable in Three payments of \$20,500 on August 26, 2022; December 2, 2022 and March 24, 2023.