

New Hartford Central School District

Request for Proposals

**Athletic Trainer Services for School Years:
2026 – 2027, 2027 – 2028 and 2028 – 2029 (with Possible Extension for Two
Additional Years 2029 – 2030 and 2030 - 2031)**

Notice is hereby given that the New Hartford Central School District is Seeking Proposals for Athletic Training Services.

In accordance with applicable law and the District's policies and procedures, contracts for professional services requiring special skill or training are not subject to competitive bidding requirements of Section 103 of General Municipal Law.

Sealed proposals will be received in their final form no later than:
May 29, 2026 at 10:00 a.m. in the Business Office, 29 Oxford Road,
New Hartford, New York 13413

For further information, please contact:

Joseph Barretta, Assistant Superintendent for Business Affairs
New Hartford Central School District
29 Oxford Road
New Hartford, New York 13413
(315) 624-1202

TENTATIVE SCHEDULE

<u>Event:</u>	<u>Dates:</u>
RFP Documents Released:	April 13, 2026
Advertisement Begins:	April 13, 2026
RFP Due-Date:	May 29, 2026
RFP Evaluation:	June 1 – June 12, 2026
Consideration for Board Approval:	June 16, 2026
Potential Award Date:	June 16, 2026

1. **Purpose**

This Request for Proposal is for the purpose of selecting a qualified contractor interested in providing Athletic Training Services for the school years: 2026 – 2027, 2027 – 2028 and 2028 – 2029. The District reserves the right in its sole discretion to renew the term of the contract for up to two (2) additional fiscal years upon approval of the Board of Education.

2. **Description of the District**

The District, located in Oneida County has a current enrollment of 2,537 students in grades K through 12. The District currently employs approximately 412 staff consisting of 254 teachers, 133 non-instructional employees, 15 administrators and 10 confidential employees.

The District is comprised of a seven-member Board of Education that serves five-year terms.

The District management includes:

- a. Joseph D'Apice, Superintendent of Schools
- b. Allen Hyde, Assistant Superintendent for Curriculum and Instruction
- c. Joseph Barretta, Assistant Superintendent for Business Affairs.
- d. Vincent Perrotta, Director of Athletics

The District offers the following varsity sports: Football, Soccer, Cross Country, Field Hockey, Gymnastics, Swimming and Diving, Tennis, Cheerleading, Basketball, Hockey, Wrestling, Bowling, Indoor Track, Volleyball, Baseball, Lacrosse, Softball and Golf

3. Proposal Submission

The delivery of the proposal shall include one (1) original and five (5) copies of the proposal submitted to the New Hartford Central School District Business Office, Attention: Joseph Barretta, Assistant Superintendent for Business Affairs, 29 Oxford Road, New Hartford, New York 13413, on or before May 29, 2026 at 10:00 am. All proposals shall be typed and placed in a sealed envelope clearly labeled "Confidential-Do Not Open-Athletic Trainer Services Proposal". Any proposal not submitted by this time and date will be automatically disqualified from the consideration process. Facsimiles are not acceptable.

All proposal respondents will be responsible for the costs associated with the preparation of the requested proposals, and the New Hartford Central School District will in no way be held liable for these costs. The New Hartford Central School District and Board of Education are the sole judge of the value and merit of the proposals and reserves the right to reject any or all proposals.

4. Contacts for the New Hartford Central School District

The New Hartford Central School District official contact for all correspondence, inquiries, and submissions related to this RFP is Joseph Barretta, Assistant Superintendent for Business Affairs. The telephone number is 315-624-1288. The mailing address and physical address is: 29 Oxford Road, New Hartford, New York 13413. Office hours are from 8:00 A.M. to 4:00 P.M., Monday through Friday.

All questions concerning this RFP should be submitted in writing to the attention of Joseph Barretta via email at jbarretta@nhart.org, citing to a particular RFP section.

5. Term of Engagement

A three (3) year contract is contemplated subject to annual review and approval by the Board of Education. It is anticipated that the current engagement period will commence July 1, 2026 or from the date the successful firm is approved by the Board of Education if subsequent to this date, and continue through June 30, 2029. The District reserves the right in its sole discretion, upon written notice to the successful proposer, to renew this contract from July 1st to June 30th of each subsequent year for up to two (2) years upon approval of the Board of Education.

The contract may be terminated by either party upon thirty (30) days written notice to the other party or as otherwise set forth in a contract between parties. Upon such termination, the firm shall be paid for all work performed in accordance with this contract through the date of termination. It shall not be entitled to any additional payments, whether on account of lost profits or otherwise.

No assignment or subcontracting of the work to be performed under the terms of this RFP will be allowed without the express prior written consent of the District.

6. Scope of Services

The successful proposer shall provide the District with one part time certified athletic trainer. The specific duties of the athletic trainer shall be determined at the discretion of the District's Athletic Director but shall include:

- A. Attend the District's athletic practices and games (including, at the direction of the District, away games) to provide injury prevention, immediate emergency care, injury evaluation, rehabilitation/conditioning and related medical record keeping.
- B. Keep accurate records on all athletes screened, treated and/or referred. Records will be made available to school administrators, the athlete's physician, physical therapist and parents only to retain confidentiality.
- C. Provide conditioning and therapeutic programs for athletes as prescribed by the athlete's physician and/or physical therapist.
- D. Assist and advise coaching staff, as needed, with regard to injury prevention, conditioning programs and the selection, care and fitting of protective equipment.
- E. Be responsible, in the absence of a physician or physician's report, for the final determination of an athlete's participation status in any game or practice situation.
- F. Design and implement weight training and cardiovascular programs for all teams (pre, post and in season).
- G. Must be certified in first aid and CPR.
- H. In an effort to reduce the risk of head injuries, implement preventative strategies and comply with the District's established Concussion Management Policy – Appendix B.

7. Proposal Format

All proposals must be submitted in two parts:

- Part I must consist of responses to the management and qualification items
- Part II must consist of proposed fees

Note the following:

- Incomplete submissions will not be considered for award
- All materials submitted in response to this request will become the property of the District.

Part 1 – Management and Qualifications

In setting forth its qualifications, each contractor submitting a proposal shall provide the following information:

- A. Name and Title of individual submitting RFP.
- B. Name of business address, primary and secondary points of contact and their telephone numbers.
- C. Provide evidence of contractor's credentials and qualifications.
- D. Provide at least three client references from similar contracts. Include contract names, addresses, telephone numbers and email addresses.
- E. Identify the nature of any potential conflict of interest the firm might have in providing these services to the District.
- F. Provide evidence of insurance.

Part 2 – Proposed Fees

In setting forth its qualifications, each contractor submitting a proposal shall provide the following information:

- A. Proposed fees for 2026-2027, 2027-2028 and 2028-2029 school year.

THE BOARD OF EDUCATION RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS OR ANY PARTS OF PROPOSALS.

The original copy of all proposals received will be kept on file in the Business Office.

Proposals will be evaluated by members of the Board of Education, Superintendent, Assistant Superintendent for Business Affairs and Director of Athletics. During the evaluation process, the New Hartford Central School District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from those contractors' submitting proposals.

It is anticipated that the selection of a firm will be completed by June 16, 2026. Following the notification of the selected firm, a contract will be executed between both parties as soon as possible thereafter.

The Board and members of the selection committee may, at their discretion ask for a brief presentation and meeting with the firms' principal partners and personnel who would be assigned to the District.

8. Criteria for Selection

The selection process will include, but not be limited to evaluation in the following areas:

- A. Suitability of the business for the District's needs
- B. Qualifications and experience of key personnel
- C. Clarity of the firm's proposal

- D. Reasonableness of fee structure
- E. References
- F. Compliance with Request for Proposal submission requirements

9. Right to Reject Requests for Proposal

The District reserves the right to reject without prejudice any and all quotations received under this Request for Proposal, to request additional information from all proposers, and to negotiate with one or more of the finalists regarding the terms of the engagement. The District intends to select the individual or firm that, in its opinion, best meets the District's needs, and not necessarily the firm whose fees are the lowest.

10. Disclosure of Proposal Contents

To the extent permitted by law, applicants' proposals will not be disclosed, except for purposes of evaluation, prior to approval of the resulting contract by the District. All material submitted becomes the property of the District and may be returned or retained at the District's discretion. Submitted proposals may be reviewed and evaluated by any person, other than one associated with a competing applicant, as designated by the District. The District reserves the right to use any and all ideas presented in any response to the RFP.

11. Notification of Award

Following evaluation and selection of a successful applicant, all applicants will be notified in writing of the acceptance or rejection of their proposals.

12. Indemnification

The successful proposer agrees to indemnify, defend and hold harmless the School District from all suits, claims, and liability for injury or damage to persons or property resulting from or arising out of any activity in connection with the work performed under the terms of this RFP by the successful proposer or its agents, employees or designees except for injuries or damage caused by or contributed to the negligence of the School District.

13. Insurance

Applicants shall submit to the District, as a condition precedent to their final selection, certificates of insurance for the following:

- **Workers' Compensation** as required by New York State Law for all employees and required subcontractors.
- **Commercial General Liability** - \$1,000,000 per occurrence/\$2,000,000 aggregate
- **Malpractice Insurance** - \$1,000,000 each occurrence
- **Sexual Abuse and Molestation** - \$1,000,000 each occurrence
- **Automobile Liability** - \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles

- **Umbrella/Excess Liability Insurance** - \$1,000,000 each occurrence
- **Property Insurance** - Vendor will insure owned and leased equipment utilized in serving the District

The required insurance shall name the New Hartford Central School District as a named insured. The required insurance shall be issued by a company authorized to write insurance in New York State and from an A.M. Best rated "secured" or better, New York State admitted insurer. Insurance policies shall state thirty (30) days' notice prior to any material change, cancellation or non-renewal; of the responsible insurance.

14. General Conditions

A. Format for Required Information:

Proposals shall be prepared in the format described herein. Failure to comply with the specified format may lead to an applicant's proposal being declared non-responsive. Any information thought to be relevant, but not applicable to the prescribed format, should be provided as appendices to the proposal. The proposal must be signed by an official authorized to bind the applicant to its provisions. Proposals, which do not address all requirements of this Request for Proposal, may be considered non-responsive.

B. Request for Supplemental Information:

During the evaluation period, applicants may be requested to present supplemental information clarifying their proposal. This information must be submitted in writing and will be included as a formal part of the applicant's proposal.

C. Notification of Award:

After evaluation and selection of the successful applicant, all applicants will be notified of the acceptance or rejection of their proposals.

D. Disclosure of Proposal Contents:

To the extent permitted by law, applicants' proposals will not be disclosed, except for purposes of evaluation, prior to approval of the resulting contract by the School District. All material submitted becomes the property of the School District and may be returned or retained at the School District's discretion. Submitted proposals may be reviewed and evaluated by any person, other than one associated with a competing applicant, as designated by the School District. The School District reserves the right to use any and all ideas presented in any response to the RFP. Selection or rejection of a proposal does not affect this right. If a vendor believes that any information in its proposal constitutes a trade secret and wishes such information not be disclosed if requested by a member of the public pursuant to the State Freedom of Information Law, Article 6 of the Public Officers Law, the vendor shall submit with its proposal a letter specially identifying the page number, line or other appropriate designation that information which is a trade secret and explain in detail why such information is a trade secret. Failure by a vendor to submit such a letter with its proposal identifying trade secrets shall constitute a waiver by the applicant of any rights it may have under Section 89 (Subdivision 5) of the Public Officers Law relating to protection of trade secrets.

E. Contract Terms:

These specifications will become part of any "contract" forms that may be required and will take precedence over any other terms or conditions submitted by the Proposer. The agreement resulting from this RFP shall be governed by and construed under the laws of the State of New York, and shall be in substantially the same form as that enclosed hereto as Appendix A.

F. Confidentiality

The successful proposer acknowledges that any and all information, records, files, documents or reports provided to the successful proposer by the School District shall be considered confidential and shall be handled accordingly at all times. It shall be the successful proposer's responsibility to protect and insure all portions of the School District's materials and records in its possession. Neither the successful proposer nor any of its employees, contractors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of this agreement without the expressed prior written authorization of the School District Board of Education. Any breach of this confidentiality by the successful proposer or any of its employees, agents or volunteers may result in the immediate termination of any resulting agreement by the School District.

APPENDIX A

AGREEMENT FOR ATHLETIC TRAINER SERVICES

THIS AGREEMENT, is made as of the effective date indicated herein by and between **New Hartford Central School District** (the "School District") having its principal offices at 33 Oxford Road, New Hartford, NY 13413, and _____ (the "Athletic Trainer") having an office at _____.

RECITALS

WHEREAS, Athletic Trainer has offered to provide athletic training services for the School District (hereinafter, the "Athletic Training Services").

WHEREAS, the School District agrees that securing the safety of its student athletes is its primary purpose in entering into this Agreement and wishes to secure such services from Athletic Trainer; and

WHEREAS, Athletic Trainer agrees that he/she has the necessary experience, certification, license, skill and education to provide Athletic Training Services for the School District and wishes to do so.

IN CONSIDERATION THEREOF, of the covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties do covenant and agree as follows:

Section 1. Description of the Services

Athletic Trainer shall provide Athletic Training Services for the School District and related medical services in support of the School District's athletic program. Such services shall include, but are not limited to, the following:

- I. Attend the School District's athletic practices and games (including, at the direction of the School District, away games) to provide injury prevention, immediate emergency care, injury evaluation, rehabilitation/conditioning and related medical record keeping.
- J. Keep accurate records on all athletes screened, treated and/or referred. Records will be made available to school administrators, the athlete's physician, physical therapist and parents only to retain confidentiality.
- K. Provide conditioning and therapeutic programs for athletes as prescribed by the athlete's physician and/or physical therapist.
- L. Assist and advise coaching staff, as needed, with regard to injury prevention, conditioning programs and the selection, care and fitting or protective equipment.

- M. Be responsible, in the absence of a physician or physician's report, for the final determination of an athlete's participation status in any game or practice situation.
- N. Design and implement weight training and cardiovascular programs for all teams (pre, post and in season).
- O. Must be certified in first aid and CPR.
- P. In an effort to reduce the risk of head injuries, implement preventative strategies and comply with the District's established Concussion Management Policy.

Section 2. Qualifications of Athletic Trainer

Athletic Trainer warrants that he/she possesses and shall maintain for the duration of this Agreement appropriate licensure issued by the New York State to perform the services set forth in this Agreement.

Section 3. Compensation

The School District will pay Athletic Trainer compensation in connection with the services set forth in this Agreement as follows:

[INSERT COMPENSATION TERMS]

Section 4. Term

This Agreement shall commence on July 1, 2026, and shall terminate on June 30, 2029.

Section 5. Termination

Either party may terminate this Agreement by thirty (30) days prior written notice.

Section 6. Compliance with Laws

Athletic Trainer agrees that, during the performance of the work required pursuant to this Agreement, he/she shall strictly comply with all local, state, and federal laws, ordinances, rules and regulations controlling or limiting in any way its actions during such performance, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Athletic Trainer shall ensure that, to the extent required by law, he/she furnishes fingerprints and submit to a criminal background check and clearance by the State Education Department's Office of School Personnel Review and Accountability (OSPRA) prior to performing services. Athletic Trainer's responsibility under this paragraph includes, but is not limited, to completing paperwork, filing such paperwork with the School District for the purpose of submitting fingerprints for criminal clearance, and paying for all fingerprinting and background check fees.

Section 7. Indemnification

Athletic Trainer will defend, indemnify and hold the School District, its officers, employees, and agents, harmless at all times during and after the term of this Agreement, from all claims, damage, liability and expense, including reasonable attorneys' fees, to the extent arising from the negligent or intentional acts or omissions, of Athletic Trainer, his/her employees, officers, representatives or agents, or Athletic Trainer's failure to comply with the terms of this Agreement.

Section 8. Insurance

The Athletic Trainer will maintain, at his/her expense, insurance coverage compliant with the requirements set forth in the request for proposals issued by the School District in connection with this Agreement. The Athletic Trainer will notify the School District in writing if such insurance has been discontinued during the term of this Agreement.

Section 9. Governing Law and Venue

This Agreement is made under and shall be governed by the laws of the State of New York, without reference to its conflicts of laws' provisions. In the event that a dispute arises between the parties, venue of this resolution of such dispute shall be the County of Oneida, State of New York.

Section 10. Requirements of Education Law Section 2-d

The following Addenda are attached hereto and incorporated herein:

- a. Addendum A: School District's Parents' Bill of Rights for Data Privacy and Security
- b. Addendum B: Supplemental Information Addendum
- c. Addendum C: Athletic Trainer's Data Security and Privacy Plan

Section 11. Independent Contractor Status.

In the performance of their respective duties and obligations hereunder, the parties, together with their agents and representatives, are independent contractors with respect to one another. The parties are not, and shall not be deemed to be, joint ventures, partners or employees.

Section 12. RFP Terms.

All terms and requirements set forth in the request for proposals issued by the School District in connection with this Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have duly executed this Agreement intending to be legally bound.

NEW HARTFORD CENTRAL SCHOOL DISTRICT

Date:

By: _____
Joe D'Apice, Superintendent of Schools

ATHLETIC TRAINER

Date:

By: _____

ADDENDUM A

DISTRICT PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Located at the following website: <https://www.newhartfordschools.org/departments-services/technology/parents-bill-of-rights-for-data-privacy-and-security/>

ADDENDUM B

SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Athletic Trainer (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and the New Hartford Central School District (the “School District”) commencing on July 1, 2026 and expiring on June 30, 2029 (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in a mutually agreeable format and/or destroyed by the Contractor as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the School District in a Contractor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required by the above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored at 357 Genesee Street, Oneida, New York, 13421. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

ADDENDUM C

DATA PRIVACY PLAN AND PARENTS' BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY

Pursuant to Section 2-d of the Education Law, agreements entered between the District and a third party contractor which require the disclosure of student data and/or teacher or principal data that contains personally identifiable information ("PII") to the contractor, must include a data security and privacy plan and must ensure that all contracts with third-party contractors incorporate the District's Parents' Bill of Rights for Data Security and Privacy.

As such, Athletic Trainer agrees that the following terms shall be incorporated into the contract for services ("the Contract") and it shall adhere to the following:

1. The Contactor's storage, use and transmission of student and teacher/principal PII shall be consistent with the District's Data Security and Privacy Policy.
2. Contractor shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.
3. The exclusive purposes for which the student data or teacher or principal data will be used under the contract are set forth therein only for the term of the Contract as set forth therein.
4. The Contract shall maintain the following administrative, operational and technical safeguards and practices in place to protect PII, which shall align with the NIST Cybersecurity Framework, including:
 - a. PII data will be protected using encryption while in motion and at rest by [ENTER HOW].
 - b. PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, all student data and/or teacher or principal data will be stored by [ENTER HOW STORED]. The security of this data will be ensured by [ENTER SECURITY SAFEGUARDS].
 - c. Physical access to PII by individuals or entities described in paragraph 3 above shall be controlled as follows: [DESCRIBE]
5. The Contractor shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only for purposes necessary to provide services under the Contract.
 - a. By initialing here _____ Contractor represents that it will not utilize any subcontractors or outside entities to provide services under the Contract and shall not disclose any PII other than as required pursuant to this Agreement.
 - b. [IF SUBCONTRACTORS ARE USED DESCRIBE HOW CONTRACTOR

WILL "MANAGE RELATIONSHIPS"]

6. Contractor shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security requirements, including, but not limited to those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d). Contractor shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII as follows: [DESCRIBE]
7. Contractor shall not disclose PII to any other party other than those set forth in paragraph 4 above without prior written parental consent or unless required by law or court order. If disclosure of PII is required by law or court order, the Contractor shall notify the New York State Education Department and the District no later than the time the PII is disclosed unless such notice is expressly prohibited by law or the court order.
8. Upon expiration of the contract, the PII will be returned to the District and/or destroyed. Specifically, [ENTER TRANSFER AND/OR DESTRUCTION INFORMATION (i.e., whether, when and in what format the data will be returned to the district, and/or whether, when and how the data will be destroyed)]
9. The parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data collected by [ENTER PROTOCOL; (i.e., in writing, to whom)]
10. The Contractor shall take the following steps to identify breaches or unauthorized releases of PII and to notify the District upon learning of an unauthorized release of PII. [DESCRIBE - below are minimum requirements]
 - a. Provide prompt notification to the District no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. Contractor shall provide notification to the District's data privacy officer by phone and by email.
 - b. Contractor shall cooperate with the District and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII.
 - c. Where a breach or unauthorized release is attributed to the Contractor, the Contractor shall pay for or promptly reimburse the District for the full cost of such notification.

The District shall publish this contract addendum on its website.

Vendor Signature

Date

APPENDIX B
CONCUSSION MANAGEMENT POLICY

Policy

STUDENTS

6104

CONCUSSION MANAGEMENT

I. Policy

The Board of Education (the Board) of the New Hartford Central School District (the District) recognizes the importance of raising awareness about concussion throughout the school community and to educate students, parents and others about how to prevent, recognize and respond to concussions.

II. Definition

For purposes of this policy, concussion is defined as a type of traumatic brain injury, or TBI, caused by a bump, blow, or jolt to the head or by a hit to the body that causes the head or brain to move rapidly back and forth.¹

III. Staff Qualification

Each school coach, physical education teacher, nurse, and certified athletic trainer, who works with and/or provides instruction to students engaged in school sponsored athletic activities, shall complete, on a biennial basis, a course of instruction relating to recognizing the symptoms of mild traumatic brain injuries and monitoring and seeking proper medical treatment for students who suffer mild traumatic brain injuries. This course must be approved by the State Education Department. Coaches may also meet the mandatory training every two (2) years by taking the approved course Concussion in Sports-V2.0 from the National Federation of State High School Associations or Center for Disease Control and Prevention.

IV. Awareness and Acknowledgement

- A. While District staff will exercise reasonable care to protect students, head injuries may still occur. Any student exhibiting signs, symptoms or behaviors associated with concussion while participating in a school sponsored class, extracurricular activity, or interscholastic sport shall be removed from the class, game, or activity and a completed Concussion Management Report and Accident Report must be filed with the building nurse or athletic trainer. The student must be evaluated as soon as possible by an appropriate health care professional. The coach, athletic director, school nurse or doctor will notify the student's parents or guardians and recommend appropriate monitoring to parents or guardians. In the event that there is any doubt as to whether a student has sustained a concussion, it shall be presumed that the student has been so injured until proven otherwise.

¹ Center for Disease Control and Prevention <http://www.cdc.gov/concussion/sports/index.html>

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CONCUSSION MANAGEMENT

- B. If a student sustains a concussion at a time other than when engaged in a school sponsored activity, the District expects the parent/guardian to report the condition to the school nurse so that the District can support the appropriate management of the condition.
 - C. Any permission form or consent form required to be signed and returned as a condition of participation in interscholastic sports will include a copy of the information posted on the State Education Department's website relating to mild traumatic brain injury, as referenced in Section 136.5(c)(1) of the Commissioner's Regulations.
 - D. An informational packet provided by the New York State Department of Health's website about concussions and sub-concussive blows, and the injuries that might occur as a result of receiving such blows, will be provided by the District to parents or guardians of all children participating in tackle football programs.
 - E. The District's website shall include a link to the State Education Department's website page relating to mild traumatic brain injury.
- V. Return to School and/or Activity
- A. The student shall resume athletic activity only after they have been symptom free for not less than twenty-four hours and have been evaluated by and received written and signed authorization from a licensed physician. Students with a suspected or diagnosed concussion will be removed from play and should be symptom-free for not less than 24 hours and will be cleared to begin the gradual return to activities by a physician if the injury occurred during athletic play, or by a healthcare provider for all other occurrences.
 - B. The school District medical director will make the final decision on return to activity including physical education class and interscholastic athletic activity.
 - C. Authorization shall be kept on file in the student's permanent health record.
 - D. The District shall follow any directives issued by the student's treating physician with regard to limitations and restrictions on school attendance and activities for the student.
 - E. Any student who continues to have signs or symptoms upon return to school and/or activity must be removed from school sponsored class, extracurricular activity, or interscholastic athletic activity by appropriate school personnel, (i.e. school nurse, athletic trainer, team coach, athletic director, PE teacher) and re-evaluated by a licensed physician.

POLICY

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CONCUSSION MANAGEMENT

VI. Concussion Management Team

- A. A Concussion Management Team shall be responsible for overseeing the implementation in the District of Section 136.5 of the Commissioner's Regulations, and for making recommendations to the Superintendent for the dissemination of information about mild traumatic brain injury to parents and person in parental relation to students. A Concussion Management Team may also establish and implement a program which provides information on mild traumatic brain injuries to parents and persons in parental relation throughout each school year.
- B. The Concussion Management Team shall consist of the athletic director; a school nurse; the school physician; a coach of an interscholastic team; a certified athletic trainer; or other appropriate personnel as designated by the school or school District.

VII. Review of Policy

The Board of Education shall review this Policy, at least every three (3) years and note that review in the minutes of the meeting at which it occurs.

New Hartford Central School District

Legal Ref: 8 NYCRR 135.4, 136.5; NYS Education Law Section 305(42); Public Health Law §2595; Guidelines for Concussion Management in Schools, NYSED 2022

Adopted: 05/03/11

Revised: 01/12/16, 2/11/2020, 02/27/24

Policy

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CONCUSSION MANAGEMENT

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For purposes of this policy, concussion is defined as a type of traumatic brain injury, or TBI, caused by a bump, blow, or jolt to the head or by a hit to the body that causes the head or brain to move rapidly back and forth.¹

III. Staff Qualification

Each school coach, physical education teacher, nurse, and certified athletic trainer, who works with and/or provides instruction to students engaged in school sponsored athletic activities, shall complete, on a biennial basis, a course of instruction relating to recognizing the symptoms of mild traumatic brain injuries and monitoring and seeking proper medical treatment for students who suffer mild traumatic brain injuries. This course must be approved by the State Education Department. Coaches may also meet the mandatory training every two (2) years by taking the approved course Concussion in Sports-V2.0 from the National Federation of State High School Associations or Center for Disease Control and Prevention.

IV. Awareness and Acknowledgement

- A. While District staff will exercise reasonable care to protect students, head injuries may still occur. Any student exhibiting signs, symptoms or behaviors associated with concussion while participating in a school sponsored class, extracurricular activity, or interscholastic sport shall be removed from the class, game, or activity and a completed Concussion Management Report and Accident Report must be filed with the building nurse or athletic trainer. The student must be evaluated as soon as possible by an appropriate health care professional. The coach, athletic director, school nurse or doctor will notify the student's parents or guardians and recommend appropriate monitoring to parents or guardians. In the event that there is any doubt as to whether a student has sustained a concussion, it shall be presumed that the student has been so injured until proven otherwise.

¹ Center for Disease Control and Prevention <http://www.cdc.gov/concussion/sports/index.html>

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- B. If a student sustains a concussion at a time other than when engaged in a school sponsored activity, the District expects the parent/guardian to report the condition to the school nurse so that the District can support the appropriate management of the condition.
 - C. Any permission form or consent form required to be signed and returned as a condition of participation in interscholastic sports will include a copy of the information posted on the State Education Department's website relating to mild traumatic brain injury, as referenced in Section 136.5(c)(1) of the Commissioner's Regulations.
 - D. An informational packet provided by the New York State Department of Health's website about concussions and sub-concussive blows, and the injuries that might occur as a result of receiving such blows, will be provided by the District to parents or guardians of all children participating in tackle football programs.
 - E. The District's website shall include a link to the State Education Department's website page relating to mild traumatic brain injury.
- V. Return to School and/or Activity
- A. The student shall resume athletic activity only after they have been symptom free for not less than twenty-four hours and have been evaluated by and received written and signed authorization from a licensed physician. Students with a suspected or diagnosed concussion will be removed from play and should be symptom-free for not less than 24 hours and will be cleared to begin the gradual return to activities by a physician if the injury occurred during athletic play, or by a healthcare provider for all other occurrences.
 - B. The school District medical director will make the final decision on return to activity including physical education class and interscholastic athletic activity.
 - C. Authorization shall be kept on file in the student's permanent health record.
 - D. The District shall follow any directives issued by the student's treating physician with regard to limitations and restrictions on school attendance and activities for the student.
 - E. Any student who continues to have signs or symptoms upon return to school and/or activity must be removed from school sponsored class, extracurricular activity, or interscholastic athletic activity by appropriate school personnel, (i.e. school nurse, athletic trainer, team coach, athletic director, PE teacher) and re-evaluated by a licensed physician.

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VI. Concussion Management Team

- A. A Concussion Management Team shall be responsible for overseeing the implementation in the District of Section 136.5 of the Commissioner's Regulations, and for making recommendations to the Superintendent for the dissemination of information about mild traumatic brain injury to parents and person in parental relation to students. A Concussion Management Team may also establish and implement a program which provides information on mild traumatic brain injuries to parents and persons in parental relation throughout each school year.
- B. The Concussion Management Team shall consist of the athletic director; a school nurse; the school physician; a coach of an interscholastic team; a certified athletic trainer; or other appropriate personnel as designated by the school or school District.

VII. Review of Policy

The Board of Education shall review this Policy, at least every three (3) years and note that review in the minutes of the meeting at which it occurs.

New Hartford Central School District

Legal Ref: 8 NYCRR 135.4, 136.5; NYS Education Law Section 305(42); Public Health Law §2595; Guidelines for Concussion Management in Schools, NYSED 2022

Adopted: 05/03/11

Revised: 01/12/16, 2/11/2020, 02/27/24