

Board of Education Special Meeting
Monday, April 26, 2021 7:00 PM
Jr-Sr High School Conference Room - Room
202
611 West 7th Street
Wayne, Nebraska 68787

- I. Call the Meeting to Order
 - a. Pledge of Allegiance
 - b. Announce Open Meetings Act Posting and Location - Posted at Wayne Community Schools, Published in the Wayne Herald (4/22/2021), and online: www.wayneschools.org
 - c. Action on Absence and Roll Call
 - d. Approval of Agenda - The Board may enter Executive Session to discuss any matter for which Executive Session is lawful and appropriate.
- II. Action Items
 - a. Resignation - Discuss, Consider, and Take Necessary Action on Certificated Staff Resignation Agreement and discuss legal advice regarding an on-going investigation
 - b. Natural Gas Bill - Discuss, Consider, and Take Necessary Action on the Constellation Natural Gas Bill
 - c. PMC Athletic Training Agreement - Discuss, Consider, and Take Necessary Action on the Agreement with PMC for Athletic Training Services
- III. Adjournment

Wayne Public Schools

Check Listing Report

Accounting Cycle: FY20-21; Begin Date: 04/21/2021; End Date: 04/21/2021; Bank: State Nebraska Bank; Sort By Element: FUND; Account Expression: ([FUND] = "06") ; Created On: 4/21/2021 10:14:02 AM

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
LF-04212021	State Nebraska Bank	540978	5031	Constellation NewEnergy Gas Div., LLC	\$10,066.16	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Constellation NewEnergy Gas Div., LLC		3152741	06-2-031000-621-000-000	natural gas, SN Dist.		\$10,066.16
Sub Total						\$10,066.16
Grand Total						\$10,066.16

Wayne Public Schools

Check Report GF 4/20/2021

Begin Date: 04/20/2021; End Date: 04/20/2021; Check Type: Accounts Payable; Payee: [All]; Bank: State Nebraska Bank; Accounting Cycle: FY20-21; Limit Results to This Cycle: Yes; Account Expression: [All]; Show Detail by Voucher: Yes; Created On: 4/20/2021 6:40:28 PM

Voucher Number	Bank Name	Account Number	Check Number	Payee	Amount	Type
2279	State Nebraska Bank	537047	21346	Constellation NewEnergy Gas Div., LLC	\$20,000.00	Accounts Payable
Vendor	PO Number	Invoice #	Account Code	Description	Issue Date	Amount
Constellation NewEnergy Gas Div., LLC		3152741A	01-2-026100-621-001-000	HS N. Gas		\$8,133.34
Constellation NewEnergy Gas Div., LLC		3152741A	01-2-026100-621-005-000	EI N, Gas		\$7,800.00
Constellation NewEnergy Gas Div., LLC		3152741A	01-2-026100-621-006-000	7/8 N. Gas		\$4,066.66
Sub Total						\$20,000.00
Grand Total						\$20,000.00

ATHLETIC TRAINER SERVICES AGREEMENT

THIS ATHLETIC TRAINER SERVICES AGREEMENT (the “Agreement”) is made this 1st day of July, 2020 by and between Providence Medical Center, a Nebraska non-profit corporation, located at 1200 Providence Road, Wayne, Nebraska (hereinafter “PMC”) and Wayne Community Schools, located at 611 West 7th Street, Wayne, Nebraska (hereinafter “School District” or “School”).

RECITALS

WHEREAS, PMC, in furtherance of its mission and commitment to providing services to enhance the health of the community, desires to improve the quality, accessibility and timing of services for the prevention, physical evaluation and physical reconditioning of injuries incurred through sport-induced trauma occurring during or in preparation for sports competition or the training of individuals involved in athletics at the School District;

WHEREAS, PMC has developed an Athletic Trainer Services program provided by certified and licensed athletic trainers to oversee the prevention and care of injuries to athletes, and is willing to provide such services to the School District; and

WHEREAS, school District is an educational institution located in Wayne, Nebraska that conducts a program of various interschool sports activities. School District desires to contract with PMC for the provision of athletic training and sports medicine services, in accordance with the terms and conditions of this Agreement;

THEREFORE, in consideration of the mutual promises set forth in the body of this Agreement, the parties agree as follows:

1. **ATHLETIC TRAINER SERVICES**. PMC shall provide, through employed and/or contracted certified and licensed athletic trainers, the athletic training services as described in this section. PMC and its employed or contracted athletic trainers comply with applicable federal civil rights laws and do not discriminate and will not deny or determine treatment on the basis of race, color, national origin, age, gender, gender identity or disability. The parties understand that the athletic trainers furnished hereunder by PMC are limited in their scope of practice under Nebraska law and cannot render the independent judgment of physicians. School District shall be solely responsible for securing physician coverage at sporting events at its own expense and under separate arrangement as School District deems necessary. The athletic trainer services will be performed by a certified athletic trainer and shall include, but shall not be limited to the following:

1.1 Be available to coaches and athletes during scheduled school visits;

1.2 Provide athletic training services in accordance with the standards as defined and stated by the National Athletic Trainer's Association and the Nebraska State Department of Health for the practice of Athletic Training.

1.3 Make appropriate referrals for medical evaluation and treatment as warranted by the circumstances. Whenever possible the referral will be made to the student's personal physician or other provider or facility preferred by the student, parent or guardian.

1.4 Maintain accurate and current documentation of assessed athletic injuries and interventions.

1.5 Provide event coverage as detailed in EXHIBIT A of this agreement.

2. **RESPONSIBILITIES OF SCHOOL DISTRICT.** Throughout the term of this Agreement, School District shall:

2.1 Provide the athletic trainers with adequate and appropriate space, facilities, supplies, equipment, services and assisting personnel to perform the services hereunder. School District shall consult with PMC in determining the necessary resources.

2.2 Abide by recommendations made by athletic trainers that a student athlete should not be permitted to play due to injury.

2.3 Be responsible for obtaining and retaining consent covering the delivery of athletic training services which is signed by the athlete, or in the case of a minor his/her parent or guardian of such minor, receiving services under this Agreement.

2.4 Provide athletic trainers with reasonable notice for scheduling parental counseling.

2.5 Periodically provide announcements and written acknowledgment of PMC Services at home events and sports-related activities or events.

3. **TERM.** The term of this Agreement shall commence on July 1, 2020 and shall continue in full force and effect for a period of one (1) year, and thereafter shall be renewed automatically for successive one (1) year terms unless sooner terminated by mutual agreement. Either party may, at any time, terminate this Agreement, with or without cause, upon sixty (60) days written notice to the other party.

4. **FEES.** Fees for service are detailed in EXHIBIT B of this agreement.

5. **DEFINITION.** Athletic training is practiced by athletic trainers, health care professionals who collaborate with physicians to optimize physical activity and athletic participation. Athletic training encompasses the prevention, diagnosis, and therapeutic intervention, including administration of first aid, and rehabilitation of emergency, acute, and chronic medical conditions or injuries involving impairment, functional limitations, and disabilities. Athletic trainers providing services under this Agreement will hold a current Nebraska state license to perform these functions, as defined and stated by the Nebraska State Department of Health for practice of athletic training.

6. **INDEPENDENT CONTRACTOR.** The parties are independent contractors in their relationship to one another and are not, by virtue of this Agreement or otherwise, made agents,

employees, employers, or joint ventures of one another. Neither party shall have authority to bind the other.

7. **INSURANCE.**

7.1 **PMC.** Throughout the term of this Agreement, PMC shall maintain in full force and effect, a policy of professional liability insurance covering PMC and its athletic trainers for all claims or liabilities arising out of their acts or omissions in providing services under this Agreement, in an amount not less than one million dollars (\$1,000,000) annual aggregate, through an insurer licensed or approved to do business in the state of Nebraska. Upon request of School District, PMC shall provide School District with a certificate of insurance demonstrating that such coverage is in full force and effect.

7.2 **School District.** Throughout the term of this Agreement, School District shall maintain in full force and effect, a policy of comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) annual aggregate, through an insurer licensed or approved to do business in the state of Nebraska. Upon request of PMC, School District shall provide PMC with a certificate of insurance demonstrating that such coverage is in full force and effect.

Each party shall procure and maintain insurance coverage with limits of liability, policy forms and insurance carriers satisfactory to the other party. Each party shall provide the other with evidence of insurance periodically upon request.

8. **NO FEES TO STUDENTS / ADDITIONAL SERVICES.** PMC will not assess any fees individually to athletes in connection with the provision of services hereunder. In the event that a student athlete receiving services hereunder needs further services, he or she will obtain such services through local health care providers outside this Agreement. If requested by the athlete or his or her parents, the athlete may be referred to an appropriate provider by the athletic trainer.

9. **NO INTENT TO INDUCE REFERRALS.** Nothing in this Agreement is intended to induce either party to make referrals of patients or business to the other.

10. **CONFIDENTIALITY OF ATHLETES' RECORDS; HIPAA COMPLIANCE.** The parties agree that athletes' records are confidential and shall be handled in compliance with all state and federal laws governing such records. The parties understand and agree that any exchange of records and data will be conducted in a manner that prudently balances the interest of the School District, the applicable athlete and his/her family, PMC, and state or federal government representatives (if applicable). Furthermore, PMC recognizes its role in providing agreed upon Services to School District's athletes and agrees to comply with those provisions of the Health Insurance Portability and Accountability Act of 1996 as set forth in Title XI, Part C of the Social Security Act (42 U.S.C. § 1320d – 1329d-9) and the regulations thereunder (45 C.F.R. Parts 160, 162 and 164) as amended, or any successor law, if and to the extent applicable, which set forth standards for security and privacy of individually identifiable health information. All medical records and other individually identifiable health information disclosed to the parties, in any form, whether communicated electronically, on paper, or orally, shall be protected from unlawful disclosure in accordance with applicable federal and state law.

11. **LIMITATIONS ON LIABILITY.** Each party agrees to accept and is responsible for its own acts and omissions in providing services under this Agreement as well as those acts or omissions of its employees and agents and nothing in this Agreement shall be construed as placing any responsibility for such acts or omissions onto the other party.

12. **MISCELLANEOUS.** The following additional conditions apply to this Agreement:

12.1 **Assignment.** This Agreement may not be assigned or transferred without the written approval of the other party.

12.2 **Waiver.** The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.

12.3 **Recitals.** The recitals are intended to describe the intent of the parties and the circumstances under which this Agreement is executed and shall be considered in the interpretation of this Agreement.

12.4 **Amendment.** This Agreement may be amended only by written agreement of PMC and the School District.

12.5 **Applicable Law.** This Agreement shall be interpreted according to the laws of the state of Nebraska.

12.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and subsumes and incorporates all prior written and oral statements and understandings.

12.7 **Third Party Beneficiaries.** This Agreement shall not be construed as creating any third party beneficiary rights on behalf of the athletic trainers, student athletes or any other party or entity.

12.8 **Severability.** If any term, provision, covenant, or condition of this Agreement is found to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants, or conditions, and the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, unless to do so would materially destroy the underlying purpose of the Agreement.

12.9 **Notices.** Any notices required by this Agreement shall be sufficient if in writing and personally delivered or mailed, United States mail, first class, postage prepaid, to the addressee at its

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below their name:

PROVIDENCE MEDICAL CENTER

WAYNE PUBLIC SCHOOLS

By:

Title: CEO

Date:

By:

Title:

Date:

Athletic Trainer Services Agreement

EVENT COVERAGE

Athletic trainers will be available to coaches and athletes for home event coverage as available. Providence Medical Center Athletic trainers shall make reasonable efforts to attend each event agreed to between the parties; however, the parties understand that there may be occasions when athletic trainers are unable to attend a practice or competition. PMC will provide School District with advance notice, to the extent reasonably possible, to permit School District to make alternative arrangements as necessary in the event that the athletic trainers are unavailable.

RESPONSIBILITIES OF SCHOOL DISTRICT.

Throughout the term of this Agreement, School District shall provide the athletic trainers with transportation to away competitions in the event that athletic trainer services are requested and transportation is needed.

The School will provide a secure area for storage of documentation and supplies. The School will provide and maintain a secure computer system for safe storage of electronic documentation.

YOUTH SPORT ENHANCEMENT; WEIGHT/AGILITY TRAINING

The Providence Wellness Center staff will provide guidance and supervision of the summer weightlifting and agility training program as staffing allows.

EXHIBIT B
to
Athletic Trainer Services Agreement

FEEES FOR SERVICE

Fees for Athletic Training Services will be \$82,000 annually payable in monthly installments of \$6,833.33 throughout the term of this agreement