

Report of the Superintendent to the School Board

Action Item

Subject: Contract – Athletic Training Program Clinical Affiliation Agreement

A. **Pertinent Facts:**

In order to comply with Missouri statute, all contracts involving the school district will be presented to the BOE for approval.

B. **Alignment:**

1. 162.301 RSMo - Contracts must be approved by a majority of the BOE.

2. Strategic Plan 2022-2027

Focus Area 3: Community Engagement

Strategic Goal 3.3.2: The District will grow community partnerships with local businesses and organizations to support student and staff engagement and success.

C. **Data:**

Document	Pertinent Facts	Fiscal Note
Athletic Training Program Clinical Affiliation Agreement	MSU offers its students a degree program in the field of Athletic Training. The MSU Public Health and Sports Medicine department desires its student to have the ability to participate in clinical rotations in facility patient-care or clientele settings. It is of mutual interest and advantage for students of the MSU Athletic Training Program to be provided clinical experiences for the purposes of teaching, educating, and mentoring students.	None

F. **Recommendation:**

The administration recommends that the Board of Education approve the contract as presented and authorize the appropriate school official to sign.

Reviewed by: Dr. Kerry Sachetta, Superintendent

Meeting Date: April 28, 2023

**MISSOURI STATE UNIVERSITY
DEPARTMENT OF PUBLIC HEALTH AND SPORTS MEDICINE**

**ATHLETIC TRAINING PROGRAM
CLINICAL AFFILIATION AGREEMENT**

AGREEMENT, made and entered into this 28th day of April 2023, by and between **Board of Governors of Missouri State University (“MSU”)** and Joplin High School which operates athletic training, sports medicine, sports performance, or other healthcare facilities (“Facility”). This AGREEMENT may also include any additional party or parties closely involved with the athletic training or other health care services provided at the Facility.

Facility operates facilities in the locations:

Joplin High School
2104 Indiana Avenue
Joplin, Missouri 64804

MSU offers its students a degree program in the field of Athletic Training. As part of the MSU Public Health and Sports Medicine (“PHSM”) department, MSU desires for its students to have the ability to participate in clinical and technical rotations in Facility patient-care or clientele settings. It is agreed by the parties to be of mutual interest and advantage for students of the MSU Athletic Training Program (“Students”) to be provided clinical experiences at Facility for purposes of teaching, educating and mentoring students. The clinical experience at the participating Facility is referred to in this Agreement as the “Clinical.”

Accordingly, for and in consideration of the mutual covenants, it is further agreed by the aforesaid parties that:

1. **Affiliation Procedure.** The Student’s preceptor or his/her designee at the Facility will act as the liaison for the Clinical and communicate regularly with the PHSM department. The Student’s preceptor will have completed the PHSM department’s Preceptor Workshop. Unless identified otherwise, the preceptor shall receive no salary, nor be otherwise remunerated by MSU. The PHSM department will designate a faculty member or administrator to act as liaison to Facility for the Clinical. This agreement is nonexclusive and the PHSM may place Student in facilities operated by entities other than Facility.

2. **Mutual Responsibilities.**
 - (a) The schedule, content, objectives and goals of the Clinical will be arranged in cooperation between the PHSM department and the Facility’s preceptor, clinical

supervisor, or their designees. Facility will accept Students selected by PHSM department for the Clinical and the parties shall mutually agree on the number of Students and the period of time spent for each Student participating in the Clinical at Facility.

(b) The rules and regulations of Facility shall be applicable to each assigned student. MSU and Students shall be independent contractors of Facility. No employee or Student of MSU shall be considered an employee, officer, agent or volunteer of Facility.

(c) MSU, PHSM, and Facility retain the privilege to exchange and review materials relevant to Students' clinical education and will comply with the Family Educational Rights and Privacy Act. Information from Students' educational records will not be disclosed without the express written consent of Students or otherwise as provided by law.

(d) Supervised Clinicals are considered an integral part of Students' formal education. Supervision, as defined by the Commission on Accreditation of Athletic Training Education (CAATE) or its successor, of the Students' Clinical is a cooperative and joint function of PHSM, Facility, and Associate (if applicable). PHSM, Facility, and Associate (if applicable) will make reasonable efforts operate in a manner that will not hinder the learning objectives for Students. In instances where national and/or state professional certification is a prerequisite to function as a preceptor or clinical supervisor, Facility and/or Associate (if applicable) will provide PHSM written documentation of the preceptor's or clinical supervisor's certification, registration, and/or licensure status. Facility and/or Associate (if applicable) shall be responsible for providing Students with comprehensive Facility orientation at the onset of the field placement. Facility and/or Associate (if applicable) retains responsibility for the consumers, participants, patients and/or clients of Facility and will maintain administrative and professional supervision of Students insofar as Students' presence affects the operation of Facility. If Facility and/or Associate (if applicable) accepts a Student, Facility shall provide instruction and professional experience in the practice associated with the Facility.

(e) The parties will document prior to each experience the required Clinical duration, and the credit hours to be earned by Students for the Clinical, as well as MSU course number. The parties agree to meet to confirm dates and number of Students for each semester or Clinical. Facility, PHSM, and Associate (if applicable) agree to orient their personnel and faculty, respectively, to the Clinical, and to cooperate with the time of day for each section of the Clinical, as well as all agreed upon activities relating to the Clinical. The preceptor or clinical supervisor and the designee of the PHSM agree to conduct random meetings, initiated by the PHSM or at the request of the Facility and/or Associate (if applicable), at the Facility at least twice per academic year. The purpose of these visits will be to evaluate the instructional environment and instructional abilities of the preceptor or clinical supervisor.

(f) Students will not perform any task or act for which a license to practice is required, except under the direct supervision of the preceptor or clinical supervisor or

other licensed/certified/registered healthcare practitioner of the Facility and/or Associate (if applicable). Facility will not give instructions to, or supervise clinical assistants except in the presence of, and in agreement with, the preceptor or clinical supervisor.

(g) MSU shall provide Facility with a list of required immunizations, special training, or certification (i.e. CPR, BBP, HIPAA) and any other requirements for program admission. Facility will indicate a list of required immunizations, special training or certification (i.e., CPR, first aid, blood-borne pathogen) and any other requirements, such as deadline for completion. Students will be responsible for providing timely and factual documentation of such requirements to Facility.

(h) PHSM shall advise Students that the intention of the Clinical is instructional and unless Students are otherwise employed by Facility and/or Associate (if applicable), the participants shall remain Students, and not employees, while participating in the Clinical.

(i) Facility and/or Associate (if applicable) retain the right to terminate any Student's participation in the Clinical, and shall immediately notify PHSM, in writing, of any such termination of a Student, as well as the reason(s) therefor. PHSM retains the right to terminate any Student's participation in the Clinical, and shall immediately notify Facility and/or Associate (if applicable), in writing, of any such termination of a Student.

(j) MSU, Facility, and Associate (if applicable) shall not discriminate against anyone applying to or enrolled in the program contemplated under this Agreement or employed by either party because of race, religion, sex, national origin, ancestry, age, sexual orientation, gender identity, disability or veteran status.

(k) PHSM will communicate, in writing, all other policies and procedures of the curriculum and the Clinicals not specifically identified in this agreement but that will affect the ability of the preceptor, clinical supervisor, Facility, and/or Associate (if applicable) to supervise Students. Facility and Associate (if applicable) will agree to and make reasonable efforts to comply with all PHSM policies and procedures communicated to Facility and Associate (if applicable), unless such policies and procedures conflict with those of the Facility.

3. **Additional MSU and PHSM Responsibilities**

(a) PHSM shall be responsible for writing and administering PHSM policies and procedures that will maintain compliance with CAATE Standards (or its successor), MSU policy, state and federal law, and PHSM mission.

(b) PHSM shall ensure that Students are assigned appropriately based on Student's competence and knowledge prior to the Clinical. Only those Students who have satisfactorily completed the requirements of the curriculum prior to participating in the Clinical will be selected for participation in the Clinical at Facility.

(c) As a Missouri public institution of higher education, Missouri State University does not maintain general or professional liability insurance for itself or its employees; rather, it relies on the State Legal Expense Fund, as established by Mo. Rev. Stat § 105.711. Missouri State University shall require and ensure that all Students engaging in activities under this Agreements obtain and maintain professional liability insurance of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) per year in the aggregate. Such insurance shall be procured at no cost to Facility. Evidence of student liability insurance will be provided to Facility upon request. Missouri State University shall notify the Facility prior to any cancellation, non-renewal, or reduction of any coverage. This provision shall survive the termination or expiration of the Agreement.

(d) MSU will, to the fullest extent permitted by law, indemnify and hold the Facility, its members, directors, officers, agents, and employees harmless from any liability, loss, or damage they suffer as a result of any claim, demand, cost, or judgement against any one or more of them resulting from of any act or omission of MSU or any of its Board members, officers, agents, employees, or Students carried out pursuant to this Agreement.

(e) PHSM shall advise Students that Students are required to be knowledgeable concerning, and make preparations for, transportation needed to fulfill responsibilities at Facility including scheduling arrival at and departure from the Facility.

(f) PHSM shall advise each Student that he/she is subject to all relevant rules, regulations and schedules of Facility and/or Associate (if applicable), including professional standards of practice, and advise each Student that he/she may be required to sign a Statement of Responsibility and/or Confidentiality in the form acceptable to Facility and/or Associate (if applicable).

4. **Additional Facility and/or Associate (if applicable) Responsibilities**

(a) Facility shall provide a written evaluation, provided by the PHSM, of the Students' performance during the Clinical, unless identified otherwise by the PHSM. The preceptor or clinical supervisor of the Facility will also conduct an exit interview with the Student that will review the written evaluation. If no written evaluation is required by the PHSM, the Facility shall provide reasonable information requested by PHSM on a Student's work performance. Facility shall complete and return all Student evaluations according to any reasonable schedule provided by PHSM.

(b) Facility will create with the students a clinical schedule that meets the requirements of the PHSM.

(c) Facility and/or Associate (if applicable) shall maintain all facilities for the Clinical which are ordinarily required during the course of its business. Facility and/or Associate (if applicable) shall provide available time, when possible, to preceptor or clinical supervisor for attending clinical meetings and conferences called by MSU and

PHSM as part of the educational program. Facility and/or Associate (if applicable) may also provide its other staff members, as time permits, opportunities to be involved with the clinical and the student's learning objectives.

(d) Facility and/or Associate (if applicable) will encourage Students participating in the Clinical at Facility to attend professional meetings, and shall allow such Students access to journals, books, and periodicals contained in Facility's library, if any. No Student shall be permitted to take outside of the premises any such journals, books, or periodicals from the library unless approved by Facility.

(e) Facility and/or Associate (if applicable) will notify PHSM as soon as practical in advance of a clinical assignment of any changes in Facility's and/or Associate's (if applicable) ability to take Students.

5. **Student Responsibilities and Withdrawal.**

(a) Student is responsible for Student requirements set forth herein, specifically those of which Student is advised by MSU, Facility, and/or Associate (if applicable), set forth in the preceding sections.

(b) A student may be withdrawn from the Clinical at any time by PHSM, Facility, and/or Associate (if applicable), if determined appropriate, including but not limited to withdrawal for any of the following documented reasons:

- (1) unprofessional or unethical behavior on the part of a Student;
- (2) failure on the part of a Student to meet any necessary academic requirements;
- (3) personal good cause including, but not limited to, medical emergencies;
- (4) arrest or conviction of any felony, or for any misdemeanor, alcohol or drug use, involving moral turpitude or theft; and
- (5) use of alcohol, drugs or other toxic or foreign agents which tend, in Facility's and/or Associate's (if applicable) reasonable judgment, to limit or adversely affect the Student's duties and responsibilities.

6. **Confidential Information.** At no time during the term of this agreement or after the date that this Agreement shall terminate, shall MSU, its agents, employees, or Students, disclose to anyone any confidential or secret information concerning the business affairs, patients or operations; any trade secrets; new product development; special or unique processes or methods; and any marketing, sales, advertising or other concepts or plans of Facility unless required by law.

7. The term of this Agreement shall be one (1) academic year commencing on March 24th, 2023 and shall continue in full force and effect for a period of one (1) year, unless earlier terminated by the parties upon (i) mutual consent, (ii) upon sixty (60) days prior written notice, with or without cause, by either party, or (iii) as otherwise set forth herein. After the initial one-year term of this Agreement, this Agreement shall not automatically renew for successive one-year terms.
8. **Notice.** All notices hereunder by either party to the other shall be in writing, delivered personally or by U.S. Mail and shall be deemed to have been duly given when delivered personally or one (1) day after delivered to the U.S. Post Office, charges prepaid and properly addressed to the respective parties at the addresses shown following each party's signature to this agreement.
9. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties hereto, and their respective successors and assigns, and no Student or other party shall have any right under or by virtue of this Agreement.
10. **Sovereign Immunity.** Nothing in this Agreement shall be construed as a waiver of MSU's sovereign, governmental, or official immunity.
11. **Entire Agreement.** This Agreement contains the entire agreement of the parties in connection with the subject matter hereof, and supersedes any and all prior and contemporaneous agreements between the parties, whether written or oral. Any revision or modification of this agreement shall be in writing, and shall be signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

FACILITY:

 Rylee Hartwell Date
 Board President, Joplin School District

BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY:

 Dr. Mark Smith Date
 Dean