

ATTACHMENT VIII-E

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Athletic Training Services for NBHS

Suggested Motion:

Move to approve the Athletic Training Services for NBHS

Recommended Action:

Approve as presented.

Attached is a request from NBHS Athletics to partner with Accelerated Rehabilitation Centers (ARC) for trainer services for all home events, all home and away football games, daily practices and agreed upon events (tournaments). ARC will also offer free educational programs to coaches, staff and students, provide CPR training sessions, staff injury screenings, concussion awareness, and steroid/nutrition education.

Continuing to enlist trained professionals to treat athletic injuries removes some liability from our coaches as well as the District. This program is supported by Mr. Purvis and has a cost to the District of \$10,000.00.

ATHLETIC TRAINING AGREEMENT

This Athletic Training Agreement ("Agreement") is entered into on May 6, 2014, by and between ACCELERATED REHABILITATION CENTERS, LTD., an Illinois professional services corporation ("ARC"), and North Boone High School ("School").

WITNESSETH

WHEREAS, the School provides and conducts athletic programs and competition for all student athletes and the School desires to provide athletic trainer services to such students (the "Services");

WHEREAS, ARC employs persons who are certified by the state in which the school is located as "athletic trainers"; and

WHEREAS, ARC and the School desire to enter into a contractual relationship, to their mutual benefit, for the provision of the Services to such student athletes,

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements set forth herein, the parties agree as follows:

1. TERM; TERMINATION

1.1 This Agreement shall commence on August 1, 2014, and shall remain in full force and effect for an initial term ending June 1, 2015 (the "Term"). This Agreement may be renewed for successive periods upon mutual agreement of both parties in writing. All term and provisions of this Agreement shall continue in full force and effect during the extension period(s).

1.2 Either party may terminate this Agreement without cause with a minimum of thirty (30) days' prior written notice. This paragraph shall not restrict the right of either party to terminate this Agreement as set forth in Paragraphs 2.2.2 and 3.8.

2. OBLIGATIONS OF THE PARTIES

2.1 ARC shall provide the Services at varsity football games (home, away and playoffs including without limitation, sectional, regional and state playoffs), all other home athletic events at all levels of play, and all practices at the School, as reasonably required and agreed upon by the parties during the Term. The Services shall not exceed an average of thirty-five (35) hours per week per athletic trainer, unless otherwise agreed to by the parties pursuant to Section 2.2.2 and approved by the Athletic Director. The Services will not be provided on Memorial Day, Labor Day, Thanksgiving Day, Christmas Day and New Years Day ("Holidays"). If School desires the Services be provided on any of the Holidays, it shall provide ARC at least thirty (30) days' prior written notice and ARC shall use reasonable efforts to provide the Services on such Holidays.

2.1.1 provide one (1) Illinois licensed, certified athletic trainer(s) to provide Services at the School;

2.1.1.a Upon mutual agreement by the parties, ARC shall reassign, substitute or replace any athletic trainer who is unacceptable to the School.

2.1.2 evaluate and treat athletic injuries as deemed necessary by ARC;

2.1.3 establish an injury recording system for the School;

2.1.4 assist in organizing a training room facility at the School;

2.1.5 conduct a Student- Athletic Trainer Program;

2.1.6 upon request, consult with coaches regarding appropriate conditioning programs, injury prevention programs and treatment of athletic injuries;

2.1.7 upon request, consult with the Athletic Director of the School regarding the purchase of supplies and equipment;

2.1.8 assure School of, and periodically provide School certificates evidencing, professional liability insurance covering each and all of the medical professionals who provide any services with the School as an additional named insured. If the School requests services from ARC's athletic trainers outside of this Agreement the athletic trainers will not be considered covered under ARC's certificate of liability;

2.1.9 assure School that criminal background checks have been conducted on all Trainers who provide Services at the School, pursuant to the Illinois School Code: 105ILCS 5/10-21.9; and

2.1.10 pay all salaries and benefits, including but not limited to workers' compensation coverage, for each trainer provided under this Agreement.

2.2 School shall:

2.2.1 provide adequate supplies and office space and treatment areas at the School and at all games at which the Services are to be provided for ARC to provide the Services;

2.2.2 For the 2014-15 school-year, pay ARC compensation equal to Ten Thousand Dollars (\$10,000.00), payable in two (2) installments of Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$3,333.33) on October 1, 2014 and February 1, 2015 and one (1) installment of Three Thousand Three Hundred Thirty Three Dollars and Thirty Four Cents (\$3,333.34) on May 1, 2015.

School shall also pay ARC compensation equal to Twenty-five Dollars (\$25.00) per hour if any additional hours are requested above and beyond what this Agreement provides, or the Services are requested to be provided on Holidays, payable within thirty (30) days of invoice date. School shall also reimburse ARC for travel and related expenses to sites other than at the School; such amounts shall be due within thirty (30) days after ARC submits an invoice for same. Failure by the School to pay any amounts due within thirty (30) days after the date due shall be a material breach of this Agreement by School which shall give ARC the right to terminate this Agreement by notice to the School. Any such termination of this Agreement by ARC shall not affect the School's obligation to pay amounts due ARC under this Agreement, but no such payment shall affect the effectiveness of such termination;

2.2.3 provide materials and supplies needed by ARC to perform the Services at the School.

2.2.4 allow ARC to display signage at the gym and athletic training room. Such signage shall be of reasonable size and prominence to both parties' reasonable standards. Any signage provided by other sponsors of the School in such locations shall be displayed in an equally prominent or less prominent way than ARC's signage. The ARC logo shall exclusively appear on the door of the athletic training room.

2.2.5 permit ARC to have a webpage link on the School's athletic Internet website; promote ARC as the School's sports medicine partner on all radio webcasts, ebcasts and social media.

2.2.6 provide announcements on behalf of ARC at home games and meets.

2.2.7 provide ARC the right of first refusal to sponsor tournaments and events, as well as provide additional athletic training coverage to School's club sports, i.e. ice hockey, lacrosse or other non-recognized IHSA sports.

2.2.8 host a minimum of two (2) coaches' meetings during each calendar year. ARC shall be notified not less than twenty (20) business days in advance of each coach's meeting. ARC shall be afforded a minimum of fifteen (15) minutes at each coach's meeting to present information including, but not limited to, training on injury prevention and concussion testing. ARC written material may be provided to all attendees at all meetings throughout the term of this Agreement. ARC shall provide the written material to School and School shall provide materials to attendees; ARC shall also be permitted, from time to time, at reasonably agreed upon times, to offer free educational programs to the athletes/families/coaches/staff of School, including, without limitation, CPR certification classes, balance and core stabilization recommendations, nutrition education, functional movement screens, and other appropriate topics agree upon by the parties.

2.2.9 from time to time, but no less often than one time per month, provide space in a prominent location of the School facility where ARC may distribute information and perform Free Injury Screenings for students, staff and their respective families during normal School or event hours;

2.2.10 permit ARC to use School's logo on any of ARC's sports medicine marketing materials.

3. GENERAL COVENANTS AND CONDITIONS

3.1 Any and all proprietary or confidential information concerning the business, properties and operation of ARC, including, without limitation, information, documents, materials and data which relate to ARC's business or marketing plans or strategies (collectively, "Confidential Information"), is valuable, special, unique and a proprietary asset of ARC, giving ARC a competitive advantage over competitors who do not have access to or use of the Confidential Information, in whole or in part, is sufficiently secret for ARC to derive economic value, actual and potential, from not being generally known to other persons who can obtain economic value from its disclosure or use, is the subject of efforts by ARC reasonable under the circumstances to maintain its secrecy or confidentiality and constitute trade secrets as defined in the Illinois Trade Secrets Act, Illinois Compiled Statutes, 765 ILCS 1065/1 et seq. (the "Act").

3.2 The School will not disseminate any of the Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, except as required by the order of any court or similar tribunal, or any other governmental body or agency of appropriate jurisdiction; provided the School, to the extent practicable, shall give the ARC prior notice of any such requirement for disclosure and shall cooperate with ARC in obtaining a protective order or such similar protection as ARC may deem appropriate to preserve the confidential nature of the Confidential Information.

3.3 All records maintained in connection with the treatment of the student athletes shall be the property of the School. The parties further agree to comply with all state and federal laws and regulations governing the release of these records.

3.4 ARC shall conduct its activities and operations in accordance with all rules and regulations of the School as disclosed in advance to ARC, and applicable state and other governmental authorities.

3.5 No waiver of any breach of this Agreement shall be held to be a waiver of any other subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

3.6 During the Term and for a one (1)-year period thereafter, the School shall not solicit for hire, nor hire any employees of ARC or its affiliates, without the written approval of ARC.

3.7 ARC is an independent contractor. Nothing in this Agreement is intended, or shall be deemed, to constitute a partnership or joint venture between the parties.

3.8 If either party shall be in breach or default of any of its representations, warranties, covenants or other obligations under this Agreement (the "Defaulting Party"), other than those provided in Paragraph 2.2.2, and such breach or default continues for at least thirty (30) days after written notice specifying the particulars wherein it is claimed that there has been a violation hereof by the non-breaching or non-defaulting party (the "Non-Defaulting Party"), then the Non-Defaulting Party may terminate this Agreement. In addition to any and all rights or remedies which the Non-Defaulting Party may have against the Defaulting Party, the Defaulting Party will be liable to, and will pay to the Non-Defaulting Party, all court costs and attorneys' fees incurred or sustained by the Non-Defaulting Party in enforcing the terms and conditions of this Agreement and any interest on all sums owed by such Defaulting Party to the Non-Defaulting Party, from the date of such breach or default, as the case may be, until actually paid, at a rate equal to nine percent (9%) per annum.

3.9 Each party shall indemnify, defend, protect, and hold the other party harmless from any liability, claim, demand, damages, losses, judgment, and costs (including reasonable attorneys' fees) arising out of or in conjunction with the intentional or negligent acts of their respective employees and/or agents. To the fullest extent permitted by law, each party shall indemnify, defend, protect, and hold the other party, including its officers, officials, board members, and employees harmless from any liability, claim, demand, damages, losses, judgment, lien, penalty, fine, interest, costs and expense (including reasonable attorneys' fees and litigation costs) arising out of or in conjunction with the intentional or negligent acts of their respective employees and/or agents. Nothing contained in this Section 3.9, or in any other provision of this Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to School under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties. If a physician, coach or parent supersedes the decision of ARC with respect to any injured person, ARC shall no longer have any liability or be responsible to provide the Services with respect to such injured person.

3.10 All notices required to be served by provisions of this Agreement shall be in writing and shall be served on any of the parties hereto personally or by a nationally recognized overnight courier or by a locally recognized private courier or by sending such notice in an envelope duly addressed by certified or registered U.S. mail, postage prepaid. Notices to be served on ARC shall be served at or mailed to Accelerated Rehabilitation Centers, Ltd., 205 West Wacker Drive, Suite 1020, Chicago, Illinois 60606, Attention: Eric C. Warner, PT, MS, CEO. Notices to be served on the School shall be served at or mailed to North Boone H.S., 17823 Poplar Grove Rd, Poplar Grove, IL 61065, Attention: Dale Purvis, Athletic Director, unless otherwise instructed.

3.11 This Agreement shall be interpreted, construed and governed by and under the laws of the state in which the school is located.

3.11.1 If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then such provision shall be deemed severed herefrom, and such

invalidity shall not affect any other provision of this Agreement, the balance of which shall remain in and have its intended full force and effect; provided, however, if any such provision may be modified so as to be valid as a matter of law, then such provision shall be deemed to have been modified so as to be enforceable to the maximum extent permitted by law.

3.11.2 The headings and titles of the paragraphs of this Agreement are not part of this Agreement, but are for convenience only and are not intended to define, limit or construe the contents of the various paragraphs or subparagraphs; reference herein to "Paragraphs" or "Subparagraphs" means the various paragraphs and subparagraphs of this Agreement, and the respective subparagraphs subnumbered or indented thereunder.

3.11.3 This Agreement sets forth the understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the parties which may have related to the subject matter hereof, whether oral or written.

3.11.4 No provision of this Agreement may be modified, except in writing, duly signed and acknowledged by each of the parties.

3.11.5 The rights and obligations of ARC under this Agreement will inure to, and be binding upon, the successors and assigns of ARC with prior notice to the School and with School approval, which will not be unreasonably withheld. The School may not assign the School's rights or obligations under this Agreement.

3.11.6 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

The parties hereto have executed this Agreement as of the date set forth above.

ACCELERATED REHABILITATION CENTERS, LTD.

By: ERIC C. WARNER, CEO DATE

NORTH BOONE HIGH SCHOOL

By: Dr. Steve Baule, Superintendent DATE