

ATTACHMENT XI-B

ATTACHMENT XI-B: 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.

Enlisting a trained professional to treat athletic injuries would remove some liability from our coaches as well as the District. This program is at no cost to the District, and is supported by Mr. Purvis.

Athletic Training Services For NBHS

Athletic trainer services at North Boone High School began in the early 90's. OSF of Rockford sent a trainer out once per week to see any athlete who had been injured. The trainer would: Examine all athletes that the coaches felt required attention, provide a written diagnosis, recommend a treatment plan, and show the coach how to tape an injury if it was an out of the ordinary ankle tape job. This was done at no charge to the North Boone School District.

After the 1998 season, OSF informed me that they were no longer providing trainers for local schools. After many phone calls, I was able to locate another service provider and found a partner in Beloit Memorial Hospital. They provided the same once per week service as we had previously experienced with OSF. Along the way Beloit Memorial and North Pointe Wellness became partners.

After the 2009 season Beloit/North Pointe informed me that trainer services would no longer be provided for free and I began discussions as to what it would cost to continue to receive services. The initial proposal from North Pointe was for us to provide \$10,000 per year. After a few discussions North Pointe shifted gears and offered us "full" time services for free. They would send Mark Tudor here every day from 2:00 p.m. until practices were over and cover all home events. This was done in an attempt to get the North Boone Community to consider North Pointe Wellness for their medical needs. For the past four years we have had full time trainer services at no charge to the North Boone School District.

In April of this year, Mark informed me that his supervisor would be contacting me. She called me to advise that management had made a decision to cut resources, and trainer services would no longer be provided for our school. I asked her what it would cost to continue with the services that we received, and she informed me it would be between \$20,000 and \$30,000. I called her a week later and tried to negotiate that we pay \$10,000 for services. She said she would speak with her boss and see what she could do. She called back and reported that her boss said it would be \$35,000 to cover expenses. I thanked her for all the years of coverage and told her what a great asset Mark Tudor had been for our school.

I began the search once again for a provider of trainer services and found Accelerated Rehabilitation Centers (ARC). On June 7th I met with Mike Rose of ARC to discuss the possibility of a partnership. He sent me a proposal for ARC to provide trainer services for all home events, all home and away football games, daily practices, and agreed upon events (tournaments). ARC will also offer multiple free educational programs to coaches, staff, student-athletes and community of NBHS. Programs include two CPR training sessions, monthly staff injury screenings, concussion awareness and education, steroid/nutrition education, development of a student athletic trainer program, and other requests by coaches and administration. School

physicals can also be managed by ARC for a minimal cost and money is donated back to the athletic program.

It is critical that we continue to provide athletic training services at North Boone High School. Having a trained professional treating an injured athlete removes a great deal of liability from our coaches and the North Boone School District. Every school in the Big Northern Conference provides a trainer for athletic events and we need to provide this coverage as well.

Thank you,

Dale Purvis, AP/AD

ATHLETIC TRAINING AGREEMENT

This Athletic Training Agreement ("Agreement") is entered into on June 12, 2013, ACCELERATED REHABILITATION CENTERS, LTD, an Illinois corporation ("ARC"), and NORTH BOONE COMMUNITY UNIT SCHOOL DISTRICT #200 ("District").

WITNESSETH

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

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

WHEREAS, ARC and the District 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, 2013, and shall remain in full force and effect for an initial term ending June 1, 2014 (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 District, 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 the District 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. The Services shall include the following:

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

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

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

2.1.3 Establish an injury recording system for the District;

2.1.4 Perform concussion testing on those athletes deemed appropriate by the Athletic Director; prior to sport participation.

2.1.5 Assist in organizing a training room facility at the District;

2.1.6 Conduct a Student-Trainer Program; if appropriate

2.1.7 Provide support services to both the middle school and elementary schools as deemed appropriate and agreed upon by the Athletic Director and ARC.

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

2.1.9 Upon request, consult with the Athletic Director of the District regarding the purchase of supplies and equipment;

2.1.10 Assure the District of, and periodically provide the District certificates evidencing, professional liability insurance covering each and all of the medical professionals who provide any services with the District as an additional named insured. If the District 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;

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

2.1.12 Pay all salaries and benefits, including but not limited to Workers' Compensation coverage, for each Trainer provided under this agreement.

2.2 District shall:

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

2.2.2 Pay ARC compensation equal to Ten Thousand Dollars (\$10,000.00), payable in three (3) installments of Three Thousand, Three Hundred and Thirty Three Dollars and 33 Cents (\$3,333.33.), on October 1, 2013, February 1, 2014, and Three Thousand, Three Hundred, Thirty Three Dollars and 34 Cents on May 1, 2014. District 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. District shall also reimburse ARC for travel and related expenses to sites other than at the District (except with regard to travel to and from "away" varsity football games, for which there shall be no extra charges); such amounts shall be due within thirty (30) days after ARC submits an invoice for same. Failure by the District to pay any amounts due within thirty (30) days after the date due shall be a material breach of this Agreement by District which shall give ARC the right to terminate this Agreement by notice to the District. Any such termination of this Agreement by ARC shall not affect the District'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 District (including at varsity football games wherever located).

2.2.4 Allow ARC to display signage at the football field, gym and athletic training room.

2.2.5 Permit ARC to have a webpage link on the District's athletic Internet website; and

2.2.6 Provide announcements on behalf of ARC at home varsity football, basketball, and soccer games.

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

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 District 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 District, 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 District. 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 District 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 District 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 District 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 District shall be served at or mailed to North Boone Community Unit School District #200, 6248 N. Boone School Rd., Poplar Grove, IL. 61065, Attention: Dr. Steven Baule, Superintendent unless otherwise instructed.

3.11 This Agreement shall be interpreted, construed and governed by and under the laws of the state in which the District 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 District and with District approval, which will not be unreasonably withheld. The District may not assign the District'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 COMMUNITY UNIT SCHOOL DISTRICT #200

By: _____
DONALD WARD
President, North Boone Board of Education

DATE

ATTEST:

By: _____
COLLIN CRULL
Secretary, North Boone Board of Education

DATE