

## **ATHLETIC TRAINER SERVICES AGREEMENT**

**THIS AGREEMENT** made this 21<sup>st</sup> day of April, 2026, between the Board of Education of North Boone Community Unit School District #200, Boone County, Illinois, hereinafter referred to as the “Board” and Precision Sports Training LLC hereinafter referred to as “Trainer” (collectively the “parties”).

**WHEREAS**, the North Boone Community Unit School District (the “District”) has comprehensive athletic/sports programs; and

**WHEREAS**, the Board recognizes these programs have athletic treatment and care needs, and desires to provide athletic training services for the safety and welfare of students participating in the District’s sports and athletic programs; and

**WHEREAS**, Precision Sports Training LLC employs quality trainers to provide athletic training and related services to students participating in the District’s sports and athletic programs, and the parties desire to enter into an agreement outlining the provisions of such athletic training services; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. Term.** The effective term of this Agreement shall begin on June 1, 2026, and shall end May 31, 2029, unless earlier terminated in accordance with the terms of this Agreement. This Agreement may be extended for additional periods, upon mutual agreement of the parties. Such an extension shall be in writing and executed by both parties.

**2. Athletic Training Services.** Trainer shall provide athletic training services to District student-athletes participating in District-sponsored athletic programs, consistent with the legal requirements and expectations of a licensed, board-certified athletic trainer practicing in Illinois. These services shall include:

- Providing on-site athletic training services to students at all athletic events hosted at a District facility, including varsity, junior varsity, freshman, sophomore, and all other District sporting events.
- Providing on-site athletic training services during athletic practices for all District sporting events.
- Making regularly scheduled visits to the high school during normal school day hours for purposes of providing athletic training services to students. A schedule will be developed by the Trainer and the superintendent or his designee after execution of this Agreement.
- Providing exercise and other physical treatment and recovery recommendations and plans to athletes.
- Providing guidance to students on injury prevention, injury management, and injury recovery from athletic-related injuries.

- Developing and supervision injury evaluation and rehabilitation programs.
- Maintaining accurate records related to the provision of athletic training services provided under this Agreement.

Additionally, Trainer shall perform such other duties as from time to time may be agreed to between her and the superintendent or the Board.

**3. Compensation.** District shall compensate Trainer in equally distributed payments per month in consideration of the athletic training services provided pursuant to this Agreement. Invoices for services, detailing events and hours worked, shall be submitted to the Board monthly and payment shall be remitted to Trainer within 30 days of the Board's receipt of said invoice. The Trainer reserves the right to charge a late fee in the instance that the District makes late payments more than three (3) times in one year, so long as the Trainer has made a reasonable attempt to contact the District to remediate payment. This late fee is not to exceed 3% of the late payment.

**4. Licensure:** Trainer shall ensure that any and all ATC provided under this Agreement have the necessary and appropriate licensure and certifications to provide athletic training services in Illinois. Proof of appropriate qualification shall be provided to the District upon an ATC's assignment to the District.

**5. Performance Collaboration and Review:** District and Trainer are committed to maintaining a strong, transparent, and collaborative working relationship. If concerns arise under the Agreement or with services being provided, District shall provide notice to Trainer and Trainer shall cure all concerns within 10 (ten) business days. Failure to cure gives District the option to terminate this Agreement immediately without prior notice. Both parties agree to work in good faith to address and resolve issues promptly. In the event the District is unsatisfied with the assigned ATC, they shall have the right to demand a replacement ATC. Trainer will have five (5) business days to provide a replacement ATC following a written request from District.

**6. Equipment, Materials and Supplies.** At the cost of the District, the District shall supply the necessary athletic equipment, materials, and supplies required for maintain its athletic programs. Trainer is responsible for providing any additional and necessary equipment, materials, and supplies required for them to perform the services agreed to under this Agreement.

**7. Background Check.** Within thirty (30) days following the execution of this Agreement, Trainer shall have their assigned Certified Athletic Trainer (ATC) complete a fingerprint-based criminal history records check, pursuant to 105 ILCS 5/10-21.9. In the event the criminal history records check required by this paragraph reveals that the ATC has been convicted of one of the offenses listed in Section 10-21.9 of the *Illinois School Code*, they shall be prohibited from providing any services to the District pursuant to this Agreement. In addition, if the Board is not satisfied with the results of the criminal history records check(s) required by this paragraph, it may demand Trainer assign a different ATC or terminate this Agreement immediately without providing any specific period of notice to Trainer.

**8. Records.** All records maintained in connection with the treatment of students pursuant to this Agreement shall be the property of the District. The parties agree to comply with all state and federal laws governing the release and confidentiality of these records, including but not limited to the Illinois School Student Records Act (105 ILCS 10/1) and the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g). The Trainer will ensure they are following the most recent legal guidance and requirements as related to HIPAA (Health Insurance Portability and Accountability Act). It is understood that at times the ATC may speak to coaches, the Athletic Director and Parent(s)/Guardian(s) regarding student-athletes who are under the age of 18, however without documented permission from the Parent(s)/Guardian(s), the ATC may not divulge any private medical information to anyone else. Per HIPAA requirements, if a student-athlete is over the age of 18, the ATC will need permission from the student-athlete to speak to anyone else.

**9. Scheduling.** Following execution of this Agreement, Trainer and the superintendent or his designee will collaborate to create a schedule outlining when and where the assigned ATC will provide services pursuant to this Agreement.

**10. Independent Contractor.** The parties acknowledge and agree that the ATCs assigned under this Agreement are independent contractors. They are not an agent or employee of the Board and are not authorized to act on behalf of the Board, except as expressly provided in this Agreement. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties. The parties further acknowledge that no employer/employee relationship is established by this Agreement between the Board and Trainer, or any person employed or contracted by Trainer. The Trainer nor their ATCs shall have any claim or entitlement to any benefits otherwise provided by the Board to its own employees or additional compensation other than payments required to be made pursuant to this Agreement. Trainer will be responsible for withholding and remittance of all employment, payroll, and other applicable taxes.

**11. Laws, Rules, and Regulations.** Trainer and its assigned ATCs agrees to perform all services provided in this Agreement in accordance with all applicable laws, rules, and regulations, and agrees to comply with all such laws, rules, and regulations at all times.

**12. Indemnification.** Trainer shall be liable for, and shall indemnify, defend, and hold the Board harmless for all claims, suits, judgments, or damages, including court costs, expenses and attorney's fees, arising out of or in the course of its provision of the services agreed upon under this Agreement, to the extent caused by the negligence or intentional conduct of Trainer, its employees, or agents while acting within the scope of its duties and authority.

**13. Insurance.** Throughout the term of this Agreement, Trainer shall maintain professional liability insurance which shall cover against the accidental or negligent acts committed by Trainer or its ATCs in performance of their duties, or omission of performance of their duties, within the scope of this Agreement. At minimum, Trainer shall maintain as follows:

- Professional liability insurance in the amount of \$1,000,000.00 per incident and annual aggregate \$3,000,000.00.
- Umbrella insurance in the amount of \$3,000,000.00.
- Worker's Compensation Insurance consistent with Illinois law.

Trainer shall provide copies of insurance policies evidencing proof of such insurance within ten (10) days of this Agreement being executed.

**14. Termination.** This Agreement may be terminated for any reason by either party by providing the other party thirty (30) days advanced written notice. The Board may terminate this Agreement at any time it feels Trainer has failed to provide the services agreed upon in this Agreement, provided the Board first gives Trainer written notice of the breach ten (10) days prior to termination. If Trainer fails to cure the breach in the ten (10) days, this Agreement shall terminate.

Upon termination of this Agreement, as provided herein, neither party shall have any further obligations hereunder, except for obligations accruing prior to the date of termination of this Agreement, and any obligations, promises, or covenants contained herein which are expressly made to extend beyond the term of this Agreement.

**15. Notice.** Any notice required to be given under this Agreement shall be deemed sufficient if it is in writing and sent by mail or email to:

Precision Sports Training LLC  
2838 Alfalfa Dr.  
Rockford, IL, 61102  
mark@precisionsportstraining.com

North Boone Community Unit School District 200  
Attn: Superintendent  
6248 N. Boone School Rd.  
Poplar Grove, IL 61065

**16. Choice of Law and Forum.** This Agreement shall be construed in accordance with the laws of the State of Illinois. Any and all causes of action arising out of or related to this Agreement

shall be brought in the Circuit Court of Boone County, Illinois.

**17. General Provisions.** This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written. Any prior written employment agreement between the parties is hereby null and void and shall have no force and effect.

The term "Agreement" as used herein includes this contract, as well as any written amendments, modifications, or supplements to this Agreement. The terms, provisions, and conditions of this Agreement may be modified, altered, amended, changed or supplemented only in writing signed by the Board and by Trainer. No waiver of any rights or obligations under this Agreement shall be effective unless in writing and signed by the party, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

If during the term of this Agreement it is found that a specific clause of the Agreement is illegal or unenforceable in a court of law, the remainder of the Agreement not affected by such legal determination shall remain in force.

Each party acknowledges that it has reviewed and understood this Agreement prior to execution hereof.

**IN WITNESS WHEREOF**, the parties have executed this contract on the day and year first written above.

BOARD OF EDUCATION OF  
NORTH BOONE COMMUNITY  
UNIT SCHOOL DISTRICT 200  
BOONE COUNTY, ILLINOIS

PRECISION SPORTS TRAINING LLC  
2838 ALFALFA DR.  
ROCKFORD, IL, 61102

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

