

AGREEMENT REGARDING ATHLETIC TRAINER

This Agreement is made on the _____ day of _____ by and between Linn-Mar High School (LMHS) and Rock Valley Physical Therapy (RVPT)

WHEREAS, Linn-Mar High School wishes to engage the services of an athletic trainer to provide services with respect to the athletic programs of LMHS;

WHEREAS, RVPT is willing to arrange for the services of an individual to act as the athletic trainer on behalf LMHS; and

NOW, THEREFORE, the parties hereto agree as follows:

1. **Engagement:** RVPT hereby agrees to arrange for the services of individual(s) who are Iowa-licensed athletic trainers to provide services as an athletic trainer (“Athletic Trainer”) on behalf of the LMHS athletic programs designated by the LMHS Athletic director for the term of three (3) athletic years from 2022-2023, 2023-2024, and 2024-2025 annually commencing August 1. RVPT shall cause the Athletic Trainer to perform such reasonable and necessary services as may be required from time to time in accordance with the position of athletic trainer established by the LMHS Athletic Director and defined in attached document hereto as Exhibit “A” and shall cause the Athletic Trainer to comply with applicable rules and regulations of LMHS as may be in effect from time to time.

The parties acknowledge and agree that RVPT will provide qualified Athletic Trainer(s) to perform listed functions outlined in Exhibit “B” at LMHS. LMHS acknowledges that such individual possesses all qualifications necessary to serve as athletic trainer on behalf of LMHS. In the event such Athletic Trainer, or any subsequent Athletic Trainer ceases to be employed or under contract with RVPT, RVPT will use best efforts to designate an individual acceptable to LMHS to act as Athletic Trainer for the remainder of the term of this Agreement. In the event that a replacement Athletic Trainer is not agreed upon or unable to be provided, this Agreement shall terminate, and LMHS shall pay to RVPT the Compensation set forth in section 2 below, prorated to reflect the services actually performed.

2. **Compensation:** For each academic year listed in item one, LMHS shall pay the sum of \$30,000 (Thirty Thousand Dollars) for the athletic trainer services provided hereunder. Such compensation shall be payable in two installments of \$15,000 each. The first installment of each athletic year shall be due on or before January 31st and the second installment due May 31st.

Payment shall be submitted to:

Rock Valley Physical Therapy
Attn: Accounts Payable
850 43rd Avenue
Suite 100
Moline, Illinois 61265

In the event LMHS requests additional services of the Athletic Trainer, beyond the current job description, during the term of the contract, the parties shall adjust the compensation on an hourly basis at a rate of \$35.00 per hour. Any outside travel requested of the Athletic Trainer to use their personal vehicle approved by the Athletic Director will be reimbursed at a rate of \$0.44/mile.

3. **Independent Contractor status:** The parties understand and agree that RVPT is engaged strictly as an independent contractor and nothing in this Agreement is intended to or shall be construed to create an employer-employee relationship between LMHS and RVPT. RVPT understands and agrees the LMHS will not withhold from compensation payable to RVPT under this Agreement any sum for income tax, unemployment insurance, social security or other withholdings pursuant to law and RVPT is required by this agreement to pay these amounts. Each party agrees to indemnify and hold the other harmless from any liability arising out of the failure by the other party to withhold federal and state income taxes, unemployment and social security taxes as may be applicable.

4. **Compliance with Applicable Law:** The parties agree to fully observe and comply with all provisions of law and other rules and regulations relating to the services to be provided by the Athletic Trainer hereunder. If any of the provisions of this Agreement violate any laws, rules or regulations, the parties agree to modify this Agreement to the extent necessary to comply with said laws, rules or regulations. The parties acknowledge that RVPT is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). RVPT may disclose protected health information to LMHS representatives only if a valid authorization properly signed by the student –athlete’s personal representative (assuming the student-athlete is an unemancipated minor) has been delivered to RVPT.

5. **Indemnification:**

- a) RVPT shall indemnify, defend, and hold the District harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorney’s fees, arising out of the negligent acts or omissions of RVPT in the performance of the Services. Notwithstanding any other provision

contained herein, RVPT and its employees, officers, directors, independent contractors, agents and representatives, shall not be liable to the District for any consequential, incidental or special damages, whether in contract or in tort, including, but not limited to lost profits, economic loss or other losses by the District arising out of, or in connection with, RVPT's obligations under this Agreement.

- b) To the extent permitted by law, the District shall indemnify, defend, and hold RVPT harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorney's fees, arising out of the negligent acts or omissions of the District's athletic programs, maintenance of its facilities, or otherwise related to this Agreement.

6. **Miscellaneous Provisions:**

6.1 **Notices:** Any notice or demand required to be given hereunder shall be in writing and shall be deemed to be given when seen by United States Certified or Registered mail, return receipt requested, postage prepaid, addressed as follows:

To Rock Valley Physical Therapy:
 850 43rd Avenue
 Suite 100
 Moline, Illinois 61265
 Attn: COO

To LMHS: Appointed designee
Or such other address as may be designated by the parties hereto.

6.2 **Entire Agreement:** This agreement constitutes the entire agreement between the parties and supersedes any and all previous agreements between the parties, either oral or written. This agreement may only be amended by writing executed by the party against whom enforcement of the amendment is sought.

6.3 **Assignability:** This agreement is not assignable by either party without the written consent of all parties to this Agreement. However, this Agreement is binding upon and shall inure to the benefit of the successors and interest of RVPT, which may occur by operation of law.

6.4 **Waiver:** No action or forbearance on the part of either party shall constitute a waiver of any of the covenants or conditions set forth herein unless given in writing, and no such waiver shall constitute a waiver of future strict compliance with the same or any other covenant or condition of this Agreement.

6.5 **Severability:** If any of the covenants or conditions of this Agreement are found invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions of this Agreement shall remain fully enforceable in accordance with their terms.

6.6 **Governing Law:** This Agreement shall be governed and controlled by the State of Illinois.

6.7 **No Third Party Rights:** Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ROCK VALLEY PHYSICAL THERAPY

LINN-MAR HIGH SCHOOL

By: _____
Eric Sacia, COO

By: _____

Date: _____

Date: _____

The undersigned _____, hereby agrees to act as athletic trainer under the terms and conditions set forth in this agreement, and shall comply with the rules and regulations of LINN-MAR HIGH SCHOOL.

Athletic Trainer

Date: _____

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Exhibit A- Linn-Mar High School

Rock Valley Physical Therapy to provide:

1. Athletic training services as outlined on Exhibit B and to include coverage of practice events through the school year.
2. Complimentary injury screens of District athletes.
3. Periodic onsite assistance of a Physical Therapist(s) for the purpose of:
 1. Oversight and administration of the Athletic Training contract
 2. Assistance in the performance of injury screens and consultation with the Athletic Trainers on the treatment, prevention and medical care of athletes.
 3. Participation in injury prevention clinics, assisting the Athletic trainer in preseason sport specific screening and any necessary education of coaches and parents for the purpose of optimal care of Linn-Mar athletes.
4. Assist in the purchase of athletic training supplies through preferred vendors to be purchased by the school. Rock Valley will assist to obtain lowest cost on products.
5. Comprehensive concussion testing and management using C3 Logix for pre-injury screening and post-concussion management. Software and equipment to be purchased by Rock Valley
6. Consultation and screening for pre-season injury assessment.
7. Any necessary education of coaching staff for the purpose of injury recognition and immediate care.

Rock Valley Athletic Trainer to provide:

1. Prevention of athletic injuries, recognition, evaluation, immediate care of athletic injuries, rehabilitation, and reconditioning of athletic injuries.
2. Serve as a liaison between athletes, parents, coaches, Athletic Director, physicians, and other healthcare professionals.
3. Assist as needed with scheduling athletes for physical therapy services at Rock Valley Physical Therapy.
4. Ensures that athletes participate only when physically able and that any physician instructions are understood and followed.
5. Reports to appropriate Clinic Manager at Rock Valley PT, Director of Athletic Training Services at RVPT and Athletic Director.
6. Athletic coverage for the athletic year as agreed upon per contract between Linn-Mar High School and Rock Valley Physical Therapy.
7. Maintain the athletic training room.
8. Compile the annual sports medicine budget to be submitted to the Athletic Director for approval.

Linn-Mar High School to provide:

1. Athletic Training room or space for injury assessment and immediate care.
2. Purchase of necessary athletic training supplies.
3. Inclusion of Athletic Trainers and Physical Therapist for introduction and/or brief sports medicine update at annual/seasonal coaches and parents meetings to promote a true team collaboration for the community.
4. Promotion of Rock Valley Physical Therapy through:
 - i. Seasonal sports programs:

- a. Recognition of Rock Valley Physical Therapy as the provider of athletic training services for Linn-Mar High School in seasonal programs (listed under AT staff photo if applicable)
 - b. Recognition of Rock Valley Physical Therapy as the provider of athletic training services for Linn-Mar High School on school/athletics website, social media, press releases, and communications with parents as applicable.
 - ii. Signage:
 - a. Signage in the athletic training room
 - b. Signage in gymnasium
 - c. Signage at outdoor competition venues including:
 - i. Baseball/softball complex
 - ii. Soccer field
 - iii. Track and field complex
 - d. Electronic signage where available.
 - e. Linn-Mar to ensure Rock Valley PT will have exclusivity to advertising of physical therapy services
 - iii. All signage size and artwork to be approved by school administration, consistent with other venue signage, and physical signs can be paid for by Rock Valley if necessary
 - iv. PA announcements recognizing Rock Valley as provider of athletic training and physical therapy services at athletic events and all events where athletic training coverage is provided.
9. Provide post season and annual feedback regarding performance of Athletic Trainer.
10. Linn-Mar to provide Rock Valley Physical Therapy a logo and permission to place on company communications.

Annual Athletic Trainer Coverage

Sport	Level	Home Event	Away Event	Extra coverage
Football	Varsity	x	x	*
	Sophomore/ JV	x	x	
	Freshman	x		
	Middle School	x		
Boys & Girls Soccer	Varsity	x		*
	JV1	x		
	JV2	x		
	Middle School	x		
Volleyball	Varsity	x		*
	Sophomore/ JV	x		
	Freshman	x		
Girls and Boys Cross Country	Varsity	x		*
Girls and Boys Swimming & Diving	Varsity/ JV	x		*
Girls and Boys Golf	Varsity	o		
Girls and Boys Tennis	Varsity	o		*
Wrestling	Varsity	x		*
	Sophomore/JV	x		
	Freshman	x		
	Middle School	x		
Boys and Girls Basketball	Varsity	x		*
	Sophomore/ JV	x		
	Freshman	x		
Boys and Girls Track and Field	Varsity	x		*
	Junior Varsity	x		
	Middle School	x		
Girls and Boys Bowling		o		*
Baseball	Varsity	x		*
	Sophomore	x		
	Freshmen	x		
Softball	Varsity	x		*
	Sophomore	x		
	Freshmen	x		

X - Indicates coverage provided regularly based on athletic schedule

* Indicates Extra coverage of tournaments or requested event coverage above regular schedule coverage

o Events typically not covered unless upon request and approved by AD