

**AGREEMENT FOR ATHLETIC TRAINING COVERAGE**

**This Agreement** is made on the 12th day of May 2025 by and between the the Linn Mar School District (LMSD) and Rock Valley Physical Therapy (RVPT)

**WHEREAS**, Linn Mar School District wishes to engage the services of an athletic trainer(s) to provide services with respect to the athletic programs of LMSD;

**WHEREAS**, RVPT is willing to arrange for the services of individual(s) to act as an athletic trainer(s) on behalf LMSD; and

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Engagement** RVPT hereby agrees to arrange for the services of an individual who is an Licensed Athletic Trainer(s) (ATC), per staff availability to provide services on behalf of the LMSD athletic programs designated by the LMSD Athletic Director for the 2025-26, 2026-27 athletic years. RVPT shall cause the Athletic Trainer(s) 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 LMSD Athletic Director and defined in attached document hereto as Exhibit "B" and shall cause the Athletic Trainer(s) to comply with applicable rules and regulations of LMSD as may be in effect from time to time. The parties anticipate that commitment of the Athletic Trainer(s) will be approximately 2,000 hours per athletic year per Athletic Trainer.

The parties acknowledge and agree that RVPT will provide a qualified Athletic Trainer(s) to perform listed functions at LMSD. LMSD acknowledges that such individuals possess all qualifications necessary to serve as athletic trainer(s) on behalf of LMSD. If the Athletic Trainer(s) is not on-site for a practice or event the school personnel shall be responsible for understanding and activating the Emergency Action Plan that is in place for LMSD.

In the event such Athletic Trainer(s), 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 LMSD to act as Athletic Trainer(s) based on staff availability for the remainder of the term of this Agreement. In the event that a replacement Athletic Trainer(s) is not agreed upon or unable to be provided, this Agreement may terminate with a 60 day written notice agreed upon by both parties, and LMSD shall pay to RVPT the Compensation set forth in section 2 below, prorated to reflect the services actually performed.

2. **Compensation** For the 2025-26 academic year, LMSD shall pay the sum of \$40,000 (forty thousand) for the athletic year and \$44,000 (forty-four thousand) for the 2026-2027 athletic year for athletic trainer(s) services provided hereunder. LMSD shall pay \$40/hour for any requested Middle School event coverage. High School events and coverage will be prioritized by one Athletic Trainer remaining on the LMHS campus and on-call during multiple middle school event days. RVPT will do their best to find additional coverage if requested for multi-middle school event days.

3. Such compensation shall be payable bi-annually in the amount of \$20,000 (twenty thousand) in the months of December 2025, June, 2026, and \$22,000 (twenty-two thousand) in the months of December 2026, and June 2027.

- a. **Technology Fee** For the academic year of 2025-26, 2026-27, LMSD will be charged seven hundred fifty (\$750) dollars, billed with the December payment for the respective year(s). This fee will cover all equipment and web-based programs used to provide injury documentation and concussion software to Linn Mar High School and its athletes.
- b. **Extra Coverage** In the event LMSD requests additional services of the Athletic Trainer(s), beyond the current job description listed in Exhibit B, during the term of the contract, the parties shall adjust the compensation on an hourly basis at a rate of \$40.00 per hour. Any outside travel requested of the Athletic Trainer(s) to use their personal vehicle approved by the Athletic Director will be reimbursed at a rate of \$0.63/mile and will be billed out at the end of each month.

Payment shall be submitted to:

Rock Valley Physical Therapy  
Billing and Administration Office  
850 43<sup>rd</sup> Ave. #100  
Moline, IL 61265  
Attn: Accounts Payable

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 LMSD and RVPT. RVPT understands and agrees the LMSD 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 ATC(s) 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 LMSD 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** LMSD agrees to indemnify, hold harmless and defend RVPT for any and all claims and potential claims, litigation and potential litigation, losses, costs and

damages (including attorneys' fees) brought against RVPT or the ATC(s) arising out of the ATC(s) actions as athletic trainer(s) for LMSD, provided however that such actions were taken in good faith and within the scope of the ATC(s) duties. It is understood that this indemnification does not apply to individual or professional services of the ATC(s) provided on behalf of RVPT or otherwise outside of this Agreement. In the event that any claim arises against RVPT, which, if successful, might result in any LMSD litigation liability, LMSD shall have the right to participate in the defense thereof and to be represented, at LMSD's expense, by counsel to be selected by LMSD, and RVPT shall not compromise or settle such claim without first consulting with LMSD. RVPT shall notify LMSD, in writing, within thirty (30) days of any claims made against RVPT (ten (10) days in the case of receipt of summons in litigation) with respect to the obligations indemnified against herein.

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 43<sup>rd</sup> Ave suite 100  
                             Moline, IL 61265  
                             Attn: COO

To LMSD:            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 Iowa.

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.

## **Exhibit A – Linn Mar High School**

Rock Valley Physical Therapy to provide:

1. Athletic training services as outlined on Exhibit B.
2. Complimentary injury screens of school athletes, employees, administrators, and families during Athletic Training Room hours by the Athletic Trainer(s) covering.
3. Assist in the purchase of athletic training supplies through preferred vendors to be purchased by the school.
4. Comprehensive concussion testing and management using the concussion software for pre-injury screening and post concussion management.
5. Consultation and screening for pre-season injury assessment.
6. Consultation with Rock Valley Physical Therapy for the purpose of improving strength training programs, warm-up and stretching activity, participation, and equipment recommendations.
7. Any necessary education of coaching staff for the purpose of injury recognition and immediate care.

Rock Valley Athletic Trainer(s) 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, Regional Athletic Training Coordinator 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 (if applicable).
8. Compile the annual sports medicine budget to be submitted to the Athletic Director for approval.
9. To participate in annual/seasonal coaches and parent meetings in order to promote a true team integration into the Linn Mar community.

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.
  - a. Linn Mar must purchase and maintain emergency preparedness equipment in accordance with IGHSAU/IHSAA. Brand and type at the discretion of the LMSD.
    - i. Wet Bulb Globe Thermometer instrument
    - ii. Cold Tub Immersion:
      1. ie. tub, TACO, Polar Pod, whirlpool, etc
    - iii. AED

- iv. Develop and maintain an Athletics Emergency Action Plan (EAP) available to all coaches and athletic staff
    - 1. Athletic Trainer(s) shall facilitate the development and rehearsal of EAP with school approval
- 3. Inclusion of Athletic Trainer(s) at annual/seasonal coaches and parents meetings to promote a true team collaboration for the community
- 4. Promotion of Rock Valley Physical Therapy through:
  - a. Seasonal sports programs:
    - i. 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)
    - ii. 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.
    - iii. Program ads provided at discount (i.e.  $\frac{1}{2}$  page ad for cost of  $\frac{1}{4}$  page, or full page at cost of  $\frac{1}{2}$  page) for each sports season
  - b. Signage:
    - i. Signage in the athletic training room (if applicable)
    - ii. Signage in gymnasium
    - iii. Signage at outdoor competition venues including, but not limited to:
      - a. Football complex
      - b. Baseball/softball complex
      - c. Track and field complex
    - iv. 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
  - c. 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.
- 5. Provide post season and annual feedback regarding performance of Athletic Trainer(s).

## Exhibit B

### Annual Athletic Trainer Coverage

	Sport	Level	Home Event	Away Event	Extra coverage	Post Season Events
	Fall, Winter, Spring, Summer	All varsity, contracted covered sports	x	x	Based on AT & AD discretion, other events, availability, etc.	Travel w/ Team (per request)
<b>Fall</b>	Football	Varsity	x	x		x
		Junior Varsity	x			
		Freshman	x			
	Volleyball	Varsity	x			x
		Junior Varsity	x			
		Sophomore	x			
		Freshman	x			
	Girls and Boys Cross Country	Varsity	x			
	Girls Swim & Dive	Varsity	x			
	Cheer	All	x			
	POMS	All			x	
<b>Winter</b>	Girls and Boys Wrestling	Varsity	x			x
		Junior Varsity	x			
		Fresh/Soph	x			
	Boys Basketball	Varsity	x			x
		Junior Varsity	x			
		Sophomore	x			
		Freshman Red	x			
		Freshman Black	x			
	Girls Basketball	Varsity	x			x
		JV1	x			
		JV2	x			
	Boys Swim	All	x		x	
<b>Spring</b>	Girls Track and Field	All	x			
	Boys Track and Field	All	x			
	Girls Soccer	Varsity	x			x
		JV1	x			
		JV2	x			
	Boys Soccer	Varsity	x			x
		JV	x			

		JV2 - Red	x			
		JV2 - Black	x			
	Boys and Girls Tennis	All			x	
<b>Summer</b>	Baseball	Varsity	x			x
		Junior Varsity	x			
		Sophomore	x			
		Black -1	x			
		Red - 2	x			
	Softball	Varsity	x			x
		JV1	x			
		JV2	x			



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

**ROCK VALLEY PHYSICAL THERAPY**

**LINN MAR SCHOOL DISTRICT**

By: \_\_\_\_\_  
Jason Viel, MS, LAT, ATC

By: \_\_\_\_\_  
Katie Lowe Lancaster, Board President

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

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

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