



ATHLETIC TRAINING SERVICES AGREEMENT

This contract outlines the agreement (“Agreement”) to provide athletic training services provided by Illinois Bone and Joint Institute, LLC (“**IBJI**”) to the Lisle Community Unit School District 202 (“**Client**” or “**School**”). IBJI and Client may each be referred to as a “Party” and collectively as the “Parties”.

Client agrees to hire IBJI as an independent contractor for the purpose of providing athletic training services, and IBJI agrees to provide athletic training services to Client according to the terms and conditions as set forth in this Agreement.

Organization/Client Location

David Wilkinson – Director of Finance
Lisle Community Unit School District 202
5211 Center Ave.
Lisle, IL 60532
(630) 493-8004
dwilkinson@lisle202.org

Term/Termination

- The term of this Agreement shall be for three (3) years commencing on July 1, 2023 and ending on June 30, 2026 (“Term”), unless otherwise terminated by either Party in accordance with the provision below.
- Notwithstanding anything herein contrary, either Party shall have the right to terminate this Agreement, with or without cause, by giving at least thirty (30) days prior written notice to the other Party; and upon expiration of such thirty (30) day notice period, this Agreement shall be terminated and all obligations, duties and responsibilities of the Parties shall cease.
- Either Party may terminate or unilaterally amend this Agreement, without liability, if on the advice of its/his/her counsel, such Party determines in its/his/her reasonable judgment that the terms of this Agreement more likely than not may be interpreted to violate any present or proposed future law or regulation of Illinois High School Association (“IHSAA”) and/or Illinois State Board of Education (“ISBE”) applicable to it. Notwithstanding the foregoing, the Parties shall only amend this Agreement to the extent necessary to conform the potentially violative terms to the applicable law or regulation and shall make as little change as possible to the substance of this Agreement, and will only terminate this Agreement pursuant to this subsection if such Party determines, in its/his/her reasonable judgment, that such Party cannot amend this Agreement in a manner that will preserve the substance of the relationship between the Parties. If a Party is able to fashion an amendment that will cause the potentially violative terms to comply with the applicable law or regulation, but the amendment is unacceptable to the other Party, then the other Party may elect to terminate this Agreement without liability if the amendment would result in a material change to this Agreement upon not less than thirty (30) days written notice.

Coverage Dates/Hours/Rights

- This Agreement will cover the following time period/dates: July 1, 2023 through June 30, 2026, unless otherwise terminated by either Party in accordance with the Term/Termination provision of this Agreement.
- Coverage hours will be outlined by the Client’s Principal and Athletic Director.
- Services will be provided in accordance with designated calendar requests as provided by the Client and mutually agreed upon by IBJI.
- Client will supply all medical supplies (tape, band aids, ace wraps, etc.)
- Athletic training services provided by the Certified Athletic Trainer (“ATC”) shall in no way be considered a substitute for the services of a physician, and ATCs will only function under the regulations outlined by the Illinois Department of Professional Regulation under the Illinois Athletic Training Practice Act.
- Client acknowledges that IBJI has learning agreements with educational institutions to provide students with experiences in various settings. Client authorizes the presence of said students at Client’s facility



and/or event to further their education consistent with the learning agreements, and said students shall be at all times under the supervision of an IBJI staff member.

- IBJI will have the right to use Client's approved logo on official IBJI website(s). However, Client's intellectual property rights regarding Client's logo will remain Client's property.
- Client will have the right to use IBJI's approved logo on Client's official website, and Client will provide IBJI with the placement of IBJI's logo and text link on the Client's official website. However, IBJI's intellectual property rights regarding IBJI's logo will remain IBJI's property.

Staffing

- IBJI will provide Client with one (1) ATC.
- IBJI will provide Client with a second (2nd) ATC upon request. Client shall provide IBJI a minimum of a two (2) week notice to guarantee coverage of second (2nd) ATC. IBJI will invoice the Client for the services of the second (2nd) ATC at the rate of Forty Dollars and Zero Cents (\$40.00) per hour as noted in the Compensation provision of this Agreement.
- Should Client request to change the ATC assigned to provide services under this Agreement, Client shall provide a written request detailing the reasons for such request. IBJI will then make its best efforts to assign a replacement ATC to Client within a reasonable time, not to exceed thirty (30) days.
- All ATCs provided by IBJI will be licensed under the Illinois Athletic Training Practice Act and remain in good standing with the Board of Certification.

Compensation

Under this Agreement, Client shall pay IBJI a contracted rate totaling One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) for athletic training services described above that are provided during the Term. For the Term of this Agreement, IBJI will invoice Client in three (3) equal installments of Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$16,666.66) on November 1, February 1, and June 1 of each year of the Term, with each year of the Term being defined as the period of July 1st through June 30th. Client agrees to pay all undisputed charges on the invoice in full within thirty (30) days after the date of the invoice. In the event Client disputes any charges on the invoice, Client and IBJI shall in good faith attempt to resolve any such disputes and come to mutual agreement on any charges owed by Client. Any additional service hours provided to the Client by a second (2nd) ATC will be billed to the Client at an hourly rate of Forty Dollars and Zero Cents (\$40.00) per hour and will be included on the invoice(s) as described above. In the event Client disputes any charges on the invoice, Client and IBJI shall in good faith attempt to resolve any such disputes and come to mutual agreement on any charges owed by Client. Any late payments will incur an interest charge in accordance with the Illinois Local Government Prompt Payment Act. The contracted rate of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) for athletic training services provided during the Term shall be prorated for any period of time that the commencement date for the Term has been delayed and/or for any period of time that the Term has been interrupted due to government declarations of national disaster, government declarations of national emergency, or pandemics. In addition, when schools are closed with no option of virtual or remote classes due to an order from a State, County, or local authority, or if schools are open but sports/activities are not taking place due to safety concerns and are not able to be conducted via a virtual or remote option, no athletic training services are required by the Client, and therefore, no payment shall be due from Client for athletic training services for the period of time for which schools are closed with no option of virtual or remote classes and/or sports/activities are not taking place, and there is no virtual or remote sports/activities option available. Additionally, in the event that only certain sports and/or activities are allowed to be conducted as per the IHSA and/or ISBE and the Client is conducting those sports and/or activities, then the contracted rate of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) shall be prorated pursuant to written agreement reached between the Parties as to the period of time and monetary amount of such proration.

Independent Contractor

It is hereby understood and agreed that IBJI, in performing the athletic training services pursuant to this Agreement, is acting in the capacity of an independent contractor. IBJI represents and warrants that it and its employees are not agents, servants, partners, nor employees of Client. Client requires completed fingerprint criminal background checks of IBJI employees or independent contractors that will be providing the athletic training services to Client



before such persons are permitted to perform services for Client under this Agreement. Client will perform and pay for the criminal background checks, and IBJI will cooperate in making its employees or contractors available for such checks.

Exclusivity

Client agrees that it has not authorized and, during the Term of this Agreement, will not authorize or permit the endorsement or promotion of any third-party services directly competitive with IBJI services at the School; such services may include but not be limited to athletic training, concussion management, orthopedic medicine, physical therapy, or MRI services.

Insurance

IBJI shall maintain professional liability insurance coverage for IBJI staff providing athletic training services under this Agreement in amounts not less than One Million Dollars (\$1,000,000) per occurrence or claim and Three Million Dollars (\$3,000,000) in the aggregate, automobile liability (owned, non-owned, rented) insurance coverage in amounts not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, and workers compensation and employer's liability insurance in amounts not less than that required by statute from financially responsible insurance companies duly authorized to provide such insurance in the State of Illinois. IBJI shall maintain general liability insurance in the amounts of not less than Two Million Dollars (\$2,000,000) per occurrence or claim and Four Million Dollars (\$4,000,000) in the aggregate. IBJI's general liability insurance policy shall be endorsed to name the Client as an Additional Insured. Upon request, IBJI will provide the Client with a certificate of insurance evidencing the coverage and endorsements required herein. In no event will IBJI be liable for any incidental or consequential damages claimed to have arisen under or relating to this Agreement.

Client shall maintain general liability insurance in amounts not less than Two Million Dollars (\$2,000,000) per occurrence or claim and Four Million Dollars (\$4,000,000) in the aggregate, workers compensation and employer's liability insurance in amounts not less than that required by statute, and automobile liability (owned, non-owned, rented) insurance coverage in amounts not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. All insurance will be from financially responsible insurance companies duly authorized to provide such insurance in the State of Illinois or a governmental self-insurance Pool. Client's general liability insurance policy shall be endorsed to name IBJI as an Additional Insured subject to the exclusion of any coverage for sexual assault and molestation or similar coverages. Upon request, Client will provide IBJI with a certificate of insurance evidencing the coverage and endorsement required herein. Without regard to whether the certificate of insurance references an exclusion agreed to between the parties, the coverage which the Client possesses with regards to sexual assault or molestation or any similar coverages shall remain the exclusive coverage of the Client and shall not be extended to IBJI.

Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. Any suit or action filed to enforce or contest any provision of this Agreement, or the obligations imposed shall be brought and prosecuted in a court of competent jurisdiction sitting in the State of Illinois. In the event a Party or a third party files a suit or action, each Party shall bear its own costs.

Misconduct Policy Agreement

- IBJI understands that its employees are subject to the School's Policy on Sexual Discrimination and Misconduct when working at the School.
- IBJI agrees that it will make available its employees working at the School for meetings requested by the School in connection with the School's investigation or response to reports of inappropriate behavior. IBJI agrees to fully cooperate with School's investigation of any complaints of sexual misconduct or discrimination against IBJI's employees.



Confidentiality

Client agrees that all terms of this Agreement are confidential, except to the extent release is required by Illinois law, or as ordered by a court of competent jurisdiction.

Notices

All notices provided for in this Agreement will be given in writing by registered or certified mail, postage prepaid, return receipt requested, or via overnight courier effective upon deposit into the U.S. Mail or deposit into the overnight courier, or via email effective upon date transmitted via email, and will be addressed as reflected below.

If to Illinois Bone and Joint Institute, LLC:

Illinois Bone and Joint Institute, LLC
900 Rand Road, Suite 300
Des Plaines, Illinois 60016
Attn: General Counsel
legal@ibji.com

If to Lisle Community Unit School District 202:

Lisle Community Unit School District 202
5211 Center Ave.
Lisle, IL 60532
Attn: David Wilkinson – Director of Finance
dwilkinson@lisle202.org

Binding Effect

This Agreement will be binding upon and inure to the benefit of IBJI and Client and their respective heirs, legal representatives, executors, administrators, successors, and permitted assigns.

Waiver of Breach

The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any Party.

Invalid Provision

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Headings

The Section headings in this Agreement are made for convenient reference and shall not modify or amend the express terms of this Agreement.

References to Time

Any period of days or references to days under this Agreement shall be determined by reference to calendar days, not business days unless expressly stated as business days, except that any notices falling due on a Saturday, Sunday, or federal government holiday shall be considered timely if given on the next succeeding business day.

Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings of the Parties in connection herewith. Any amendments or modifications to this Agreement will be in writing signed by the Parties hereto.

Consent

Each individual signing this Agreement represents and warrants that he or she has full authority to execute this document on behalf of its institution.



Signature in Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. An original signature executed and/or transmitted by facsimile or email or otherwise electronically shall be deemed to be original for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

Lisle Community Unit School District 202

By: *David Wilkinson* Date: 8/4/23
David Wilkinson, Director of Finance

Illinois Bone and Joint Institute, LLC

By: *Andre Blom* Date: 8/6/2023
Andre Blom, Chief Executive Officer