



Governing Board Agenda Item

Meeting Date: September 3, 2026

From: Mark Goligoski, Assistant Superintendent

Subject: Athletic Training Services Agreement with Tucson Orthopedic Institute

Priority: To plan for future needs in a proactive, accountable manner

Consent ☐ Action ☒ Discussion ☐

Background:

We are requesting approval of agreements for athletic training services between the Marana Unified School District and Tucson Orthopedic Institute (TOI).

Under the agreements, Tucson Orthopedic Institute will provide two Arizona-licensed athletic trainers. One will serve as an assistant athletic trainer at Marana High School and the other will serve at Mountain View High School. The athletic trainers will provide coverage for in-season practices, home athletic contests, and other AIA-sponsored events, while also traveling with away teams when scheduling permits.

In addition to event coverage, the athletic trainer will coordinate athletic training coverage with the Head Athletic Trainer at each of the high schools. They will provide timely injury reports, communicate promptly regarding serious or significant athletic injuries, and deliver rehabilitation services and comprehensive sports medicine support.

The total cost of the agreement is \$83,000 annually for both assistant athletic trainers. M&O funds will be used to cover the cost.

The District's legal counsel has approved the Athletic Training Services Agreements, and advised adding an addendum that has been approved by TOI.

Recommended Motion:

I move that the Governing Board approve the Athletic Training Services Agreements and Addendum between the Tucson Orthopedic Institute and the Marana Unified School District to provide athletic training services at Marana High School and Mountain View High School.

Approved for transmittal to the Governing Board: 
Dr. Daniel Streeter, Superintendent

*Questions should be directed to: Mark Goligoski, Assistant Superintendent
Phone: (520) 682-4757*

ATHLETIC TRAINING SERVICES AGREEMENT

THIS ATHLETIC TRAINING SERVICES AGREEMENT (the “Agreement”), effective as of July 1st, 2026 (the “Effective Date”), is by and between Marana Unified School District (the “District”) and **TUCSON ORTHOPEDIC INSTITUTE, P.C.** (“Contractor”).

The District operates two public high schools (Marana High School and Mountain View High School) in Marana, Arizona and surrounding areas, that offer students the opportunity to participate in sports programs and organized athletic events (the “Athletic Program”). The District desires to have certain athletic training services provided on site for student athletes participating in the AIA Interscholastic Athletic Programs. Contractor employs or retains athletic trainers and who are qualified by virtue of background, training and experience to provide Athletic Training Services (as defined below) and has agreed to provide such services for the District on the terms and conditions set forth in this Agreement.

The parties agree as follows:

1. Responsibilities of Contractor; Services, Exclusivity.

a. Contractor agrees to furnish those services set forth on Exhibit A (“Athletic Training Services”). As used in this Agreement, “Athletic Training Services” are collectively referred to as “Services.” Contractor represents that its Services shall be provided in a first-class high-quality and professional manner and that it has the background and expertise and personnel necessary to provide the Services for the District.

b. In its provision of Services hereunder, Contractor agrees to comply with all applicable privacy laws, including the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA), and shall not disclose to any third party any education records (under FERPA) or protected health information (PHI; under HIPAA) unless authorized to do so by law or by appropriate written consent or authorization of the subject student athlete or District employee.

c. Contractor shall be the exclusive provider of Athletic Training Services to the Districts’ student-athletes during the Term of this Agreement, not including the athletic trainers employed directly by the district as the Head Athletic Trainers in the district.

2. Responsibilities of the District.

The District shall:

a. Provide all necessary and required supplies and equipment required in connection with the performance of the Services upon written request from Contractor. Any supplies and equipment furnished by District and not consumed in the performance of the Services shall be returned to District upon the expiration or earlier termination of this Agreement.

b. Take such action and adopt such policies as are reasonable and desirable to facilitate communication between District, its coaches and other representatives of its athletic department, and Contractor.

c. Designate District’s Assistant Superintendent to serve as Contractor’s primary contact for communication with the District.

d. Provide Contractor with athletic event schedules one month prior to the first scheduled event each season and communicate revisions to the schedule to Contractor no less than two weeks prior to any such revision.

e. Provide Contractor with reasonable access to a telephone in, or in close proximity to, the Athletic Training Facility.

f. Cooperate with Contractor in all other respects to achieve the objectives of this Agreement.

3. **Term.**

a. This Agreement shall be effective commencing on July 1st, 2026 and continuing through June 30th, 2028 (the "Term"), unless sooner terminated in accordance with the terms hereof. An annual meeting will be scheduled by June 1 each year, to discuss the relationship.

b. Either party may provide, at least sixty (60) days prior to the end of the Term of this Agreement or any renewal term thereof, as the case may be, written notice indicating its intent to terminate the Agreement at the end of the Term or to renew the Agreement for another two (2) year period. If the notifying party provides notices of its intention to renew, the terms of this Agreement shall govern, unless the parties mutually agree in writing to modify any or all of the terms of this Agreement. If no notice is provided by either party at least sixty (60) days prior to the expiration of the Term of this Agreement (or any renewal term, as the case may be), then this Agreement shall terminate upon its expiration.

c. Notwithstanding the foregoing, either the District or Contractor shall have the right to terminate this Agreement by giving sixty (60) days prior written notice to the other. Upon expiration of said notice period, this Agreement shall be terminated and the parties shall have no further obligation hereunder, except obligations (Indemnification obligations in Section 6), which survive the termination of this Agreement.

4. **Compensation.** As consideration for the Services provided by Contractor under this Agreement, the District shall pay Contractor an amount equal to eighty-three thousand Dollars for two athletic trainers. This will be distributed as forty-one thousand and five hundred Dollars (\$41,500.00) for one athletic trainer to serve as the assistant athletic trainer at Marana High School, and forty-one thousand and five hundred Dollars (\$41,500.00) for one athletic trainer to serve as the assistant athletic trainer at Mountain View High School. All services will be invoiced monthly. All services are payable within thirty (30) days following receipt of invoice from Contractor.

Contractor shall not bill any student athlete for any Services provided under this Agreement. If any student athlete requests goods and services other than the Services from Contractor, then Contractor shall inform such student athlete that such goods and services are not included in the Services and Contractor may then bill such student athlete (including their healthcare insurance providers) for such goods and services *other than* the Services; all in accordance with Contractor's customary billing and collection procedures.

5. **Independent Contractor.** Contractor, in performing the Services, is acting in the capacity of an independent contractor, and is not an agent, servant, partner, or employee of the District. Contractor will have control over the performance of the Services and shall be solely responsible for payment of its federal and local taxes, salary for its employees, social security payments, and any and all

other expenses incurred by Contractor in the performance of this Agreement, subject to District's indemnification obligation set forth herein. None of the benefits provided by District to its employees, including, but not limited to, worker's compensation insurance, disability insurance, medical insurance, and employment insurance shall be provided by District to any of Contractor's employees. Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of District or to bind District in any way whatsoever.

6. **Insurance.**

a. Contractor, at its expense, shall maintain adequate insurance coverage for its activities in connection with this Agreement, which insurance shall be issued by an insurance carrier reasonably acceptable to District. The coverage provided shall insure Contractor and each employee thereof against any act, error or omission of Contractor and Contractor's employees. Contractor also shall provide worker's compensation insurance as may be required and consistent with state law. Contractor agrees promptly to furnish to District evidence of the maintenance and continued effectiveness of the insurance obtained prior to the commencement of Services.

b. District shall provide liability coverage for its employees for losses resulting in bodily injury and property damage in the performance of their duties. The limits of liability shall not be less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. Upon request, District shall promptly furnish evidence of the maintenance and continued effectiveness of the insurance required under this Section.

7. **Indemnification.** Each party will indemnify and save harmless the other party for, from and against all actions, liabilities, losses, damages, claims and demands whatsoever, including costs, expenses and attorneys' fees resulting, or claimed to have resulted, solely from the intentional or negligent acts or omissions of the indemnifying party or its employees, subcontractors or agents engaged in the work under this Agreement at the time of the events or occurrences upon which such actions, claims or demands are based.

8. **Notices.** All notices, requests, demands, directions and other communications required or permitted under the provisions of this Agreement, or otherwise with respect hereto, shall be in writing and shall be: (i) Mailed by first class registered or licensed mail, return receipt requested, postage prepaid; or (ii) sent by next day business courier (such as Federal Express or the like); or (iii) personally delivered, as follows:

If to Contractor, to:

Tucson Orthopaedic Institute
Attn: John Valencia
Director of Sports Medicine
6320 N. La Cholla Blvd.
Suite 200
Tucson, AZ 85741

If to the District, to:

Marana Unified School District
Attn: Mark Goligoski
Assistant Superintendent
11279 West Grier Rd.,
Marana, AZ 85653

or to such other address(es) or to the attention of such other person(s) and officer(s) as the addressee of any such notice shall have previously furnished to the sender in writing. Each notice or communication which shall be transmitted in the manner described above shall be deemed sufficiently given, served, sent, or received for all purposes at such time as it is received by the addressee (with return receipt, delivery receipt being deemed conclusive evidence of such mailing, transmission or delivery), or at such time as delivery is refused by the addressee on presentation.

9. **Binding Effect: Assignment.** This Agreement shall inure to the benefit of and be legally binding on the parties hereto, their successors and assigns. Neither party shall assign this Agreement to another, without the prior written consent of the other party, to this Agreement, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign its rights and/or obligations arising under this Agreement to a subsidiary or affiliate without the prior consent of District.

10. **Waiver of Breach.** The waiver by either party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach hereunder. No waiver shall be valid unless in writing and signed by the party granting such waiver.

11. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior written or oral agreements or understandings and any contemporaneous oral agreements or understanding, between them respecting the subject matter hereof. There are no representations, agreements, arrangements or understanding, oral or written, between and among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

12. **Amendment or Modification.** This Agreement shall not be waived, changed, modified, extended, or discharged except by an agreement in writing, signed by both parties hereto.

13. **Severability.** If any provision of the Agreement shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect, impair or invalidate the remaining provisions of this Agreement.

14. **Headings.** The headings used in this Agreement are for convenience of reference only, and shall not control or affect the meaning or construction, or limit the scope or intent, of any provision of this Agreement.

15. **Counterparts.** This Agreement may be executed in several counterparts or with counterpart signature pages, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement.

16. **No Rights in Third Parties.** Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any person other than the parties hereto.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

The parties hereto have signed this Agreement as of the day and year first above written.

Marana Unified School District

By: _____
Name:
Title:

Tucson Orthopaedic Institute, P.C.

By: _____
Name: Paula Hecht
Title: CEO

EXHIBIT A

ATHLETIC TRAINING SERVICES

Contractor will provide the following Athletic Training Services:

1. Two (2) athletic trainers (one for each high school) to provide athletic training services at in-season practices (on normal school days), and games and events as scheduled by the AIA for the regular season. This athletic trainer will travel with away teams to competitions as available.
2. Contractor's Athletic Trainers will coordinate with their respective head athletic trainers and athletic directors to determine coverage needs.
3. Contractor's Athletic Trainers will abide by all rules, regulations, policy and procedures of the Marana Unified School District.
4. Contractor's Athletic Trainers will provide the Head Athletic Trainer and Coaching staff with timely injury reports.
5. Any serious or significant athletic injury will be discussed in a timely manner with their respective school's Head Athletic Trainer.
6. The Contractor's Athletic Trainers will provide proper rehabilitation and comprehensive sports health care interventions in collaboration with their Head Athletic Trainer.
7. Contractor's Athletic Trainers will generally provide coverage within the timeframes of the District's academic calendar. Coverage needs during holidays and academic breaks will be communicated with Contractor's Athletic Trainer (Holiday breaks, fall break, Year-end break, Spring break, etc.), and will be covered when possible.

**ADDENDUM TO ATHLETIC TRAINING SERVICES AGREEMENT
BETWEEN TUCSON ORTHOPEDIC INSTITUTE
AND MARANA UNIFIED SCHOOL DISTRICT**

This is an Addendum (“Addendum”) to the Athletic Training Services Agreement (“Agreement”) between Tucson Orthopedic Institute, P.C., Inc. (“TOI”) and Marana Unified School District #6 (the “District”) (cumulatively the “Parties,” individually each being a “Party”). The Parties hereby agree as follows:

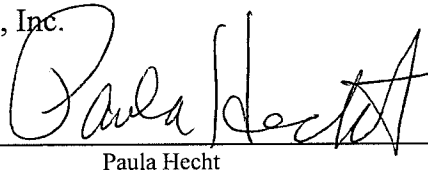
1. The Agreement may be cancelled if a conflict of interest is present as set out in Arizona Revised Statutes (A.R.S.) § 38-511, the terms of which statute are deemed incorporated herein.
2. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its Arizona-based employees and, with regard to such employees, agrees to comply with the E-Verify requirements pursuant to A.R.S. § 23-214(A). A Party’s breach of the above-referenced warranty shall be deemed a material breach of the Agreement and this Addendum. To the extent required by Arizona law, the Parties each retain the legal right to inspect the papers and records of the other Party to ensure compliance with this paragraph.
3. Notwithstanding any provision in the Agreement, the Parties acknowledge and agree that the District is obligated to comply with Arizona law with regard to public records requests and that any disclosure of records that is required by law shall not constitute a breach of the Agreement.
4. Notwithstanding any provision in the Agreement, the Parties agree that they are not engaging in either a partnership or a joint venture. Employees of the District shall remain employees of the District and shall not be deemed to be employees of TOI. Employees of TOI shall remain employees of TOI and shall not be deemed to be employees of the District.
5. To the extent applicable under A.R.S. § 35-394, TOI certifies that it does not currently, and agrees for the duration of the Agreement that it will not, use: (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor of ethnic Uyghurs in the People’s Republic of China. If TOI becomes aware

during the term of the Agreement that it is not in compliance with this written certification, TOI shall notify the District within five (5) business days after becoming aware of the noncompliance. If TOI does not provide the District with a written certification that it has remedied the noncompliance within 180 days after notifying the District of the noncompliance, this Agreement will terminate, except that if the Agreement termination date occurs before the end of the remedy period the Agreement terminates on the Agreement termination date.

TOI, Inc.

Marana Unified School District #6

By:


Paula Hecht

By:

Its:

CEO

Its:

Date:

06/24/2026

Date: