

**AGREEMENT FOR CERTIFIED ATHLETIC TRAINER SERVICES**  
**between**  
**OSF MULTI-SPECIALTY GROUP**  
**and**  
**MCLEAN COUNTY UNIT DISTRICT NO. 5**

This AGREEMENT FOR CERTIFIED ATHLETIC TRAINER SERVICES ("**Agreement**") is entered into as of the date last written below, by and between OSF MULTI-SPECIALTY GROUP, an Illinois not for profit corporation ("**OSF**") and COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS, an Illinois public school district (the "**District**"), on behalf of NORMAL COMMUNITY HIGH SCHOOL and NORMAL WEST HIGH SCHOOL (each a "**School**" and collectively, the "**Schools**").

WHEREAS, OSF employs certified athletic trainers qualified to provide athletic training services to students participating in interscholastic sports; and

WHEREAS, District desires to obtain the services of certified athletic trainers employed by OSF (each a "**Certified Athletic Trainer**" and collectively the "**Certified Athletic Trainers**") to provide appropriate athletic training services for the safety and welfare of students participating in interscholastic sports and athletics at Schools, according to the terms of this Agreement; and

WHEREAS, OSF desires to provide the services of Certified Athletic Trainers according to the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, and in reliance upon the recitals set forth above, which are incorporated herein by reference, the parties hereto agree as follows:

1. **OSF'S RETENTION AND CONTINUING OBLIGATIONS.**

- 1.1 **Retention.** District hereby retains OSF and OSF accepts such retention and agrees to provide the professional services of Certified Athletic Trainers. All services shall be provided in accordance with OSF policies, the Ethical and Religious Directives for Catholic Health Care Services, as amended from time to time, promulgated by the United States Conference of Catholic Bishops, as interpreted and applied by OSF, and the terms of this Agreement. OSF shall be accountable to Schools through each School's Athletic Director or his/her designee ("**Athletic Director**").
- 1.2 **Continuing Obligations.** During the Term of this Agreement, OSF shall cause Certified Athletic Trainers to hold a currently valid Illinois license to provide athletic training services, as issued by the Illinois Department of Financial and Professional Regulation in accordance with the Illinois Athletic Trainers Practice Act 225 ILCS 5/ (the "**Act**").

2. **DUTIES AND COVENANTS OF OSF.**

- 2.1 **Services.** OSF agrees to provide services ("**Services**") of two (2) Certified Athletic Trainers to student athletes of each School, as mutually agreed upon and in

accordance with Section 2.2 herein. Certified Athletic Trainers shall provide Services on-site at Schools, or at such other School-hosted location(s) at which the Schools' athletes regularly participate in practices or events or that serve as local alternative locations due to weather or conflicts which are considered "home" locations, during regularly scheduled sporting practices and events, all as designated by Schools. Certified Athletic Trainer's on-field coverage of specific sporting practices and/or events shall be at the direction of the Athletic Director, in consultation with Certified Athletic Trainers.

Except for post-season events, School shall request services of a Certified Athletic Trainer for off-site/"away" coverage of specific practice and/or events at least 30 days in advance, and such coverage shall be provided upon the mutual agreement of the parties. For post-season events, School shall request services of a Certified Athletic Trainer for off-site/"away" coverage at soon as possible.

Services may include, without limitation and as appropriate:

- 2.1.1 Pre-practice/practice preparation;
- 2.1.2 Event preparation/event coverage;
- 2.1.3 Post-practice/event injury follow-up;
- 2.1.4 Evaluation of injuries, provision of treatment and instruction, oversight and direction of rehabilitation/functional progression of School athletes back to activities of daily living/the student athlete's sport;
- 2.1.5 In-service educational programs to School students, staff and administration, as requested by School;
- 2.1.6 Baseline concussion testing for School athletes pursuant to a schedule mutually agreed upon by School and OSF;
- 2.1.7 Evaluation/instruction on preventative programs to assist with injury prevention upon request and agreed upon by both Parties; and
- 2.1.8 Telephone consultation access to Certified Athletic Trainers for School administration, coaches and athletes/parents. In the event a Certified Athletic Trainer is unavailable, OSF will make commercially reasonable efforts to provide for telephone consultation access to another certified athletic trainer.

Certified Athletic Trainer's Services shall be under the direction of a physician designated by OSF, or such other physician providing services to a School student athlete, as applicable, all in accordance with the Act.

- 2.2 Scheduling of Services. Certified Athletic Trainers shall provide Services up to a maximum of six (6) days per week, during regularly scheduled School-hosted sporting practices and events, in accordance with a schedule mutually agreed upon by each School and the Certified Athletic Trainers. Certified Athletic Trainers shall provide a minimum of two thousand (2,000) hours of Services to Normal

Community High School and a minimum of two thousand (2,000) hours of Services to Normal West High School in each School Year of the Term of this Agreement. District acknowledges and agrees that each School is responsible for payment for a minimum of two thousand (2,000) hours of Services per year, in accordance with Section 4.1 herein.

At the start of each School Year (as such term is defined in Section 5.1), each School shall provide OSF and Certified Athletic Trainers with a schedule of regular season practices and event dates and times at which such School requests coverage by Certified Athletic Trainer; the Schools acknowledge that Certified Athletic Trainer Services shall not exceed forty (40) hours per week. Each School and Certified Athletic Trainer will meet monthly to confirm any updates to schedules. Each School shall provide notice as soon as possible with the goal of providing forty-eight (48) hours advance notice to OSF and Certified Athletic Trainer(s) of any scheduled/rescheduled or additional sporting practice or event, including post-season events, for which such School desires coverage by Certified Athletic Trainer(s); each School acknowledges that in the event such notice is not provided, Services may not be available.

Certified Athletic Trainers acknowledge that at the request of a School, the Certified Athletic Trainers providing Services under this Agreement shall generally be onsite at the Schools from Monday-Friday 3pm-7pm (on days school is in session), consistent with each School's schedule of athletic competitions and practices, or as is otherwise mutually agreed upon. If practices are scheduled past 7 p.m. or on weekends, Certified Athletic Trainer is not responsible for coverage unless previously agreed upon (and subject to a maximum of forty (40) hours per week of Services).

In the event Certified Athletic Trainer is unable to provide coverage of any previously agreed-upon practice or event, whether due to illness, vacation or otherwise, OSF will make commercially reasonable efforts to provide and/or coordinate temporary substitute coverage by another certified athletic trainer.

In the event of any scheduling conflict that develops due to multiple practices and/or events at a School (or such other School-hosted location), coverage by the Certified Athletic Trainer will be mutually prioritized by the School and OSF, in consultation with Certified Athletic Trainer. Notwithstanding the foregoing, the parties acknowledge and agree that on-field coverage of football games shall take precedence over on-field coverage of other sporting events.

Coverage by Certified Athletic Trainer at any non-School hosted sporting event (i.e., "away games") at which either School student athletes participate shall be mutually agreed upon by such School and OSF, in consultation with the Certified Athletic Trainer.

- 2.3 Limitation of Services Under this Agreement. District specifically acknowledges that this Agreement is limited in scope to the professional services of Certified Athletic Trainer as set forth herein, and further acknowledges that the provision of professional medical services provided by an OSF orthopedic surgeon or non-

surgical sports medicine physician or other OSF physician or healthcare provider to any School athlete is outside of the scope of this Agreement.

- 2.4 Insurance. OSF shall maintain professional and general liability insurance in the amount of not less than \$1,000,000 per occurrence for the term of this Agreement covering the Certified Athletic Trainers providing Services under this Agreement through a self-insurance program or commercial insurance obtained to replace or supplement such self-insurance program. OSF shall also maintain workers' compensation insurance coverage for its employees providing Services under this Agreement.

3. DUTIES AND COVENANTS OF SCHOOLS.

- 3.1 Facilities, Equipment and Supplies. District shall provide all facilities and equipment necessary for the sporting event at which the Services of the Certified Athletic Trainer(s) are requested, and shall maintain such facilities and equipment in good and proper order and working condition. Upon request of OSF, the Schools shall also provide all expendable medical supplies, tape, etc. that are reasonably necessary for the provision of Services. District specifically acknowledges and agrees that neither OSF nor any Certified Athletic Trainer providing Services hereunder is responsible for: (i) the inspection, maintenance or supervision of the facilities at which an event occurs, or (ii) the selection, inspection or maintenance of any athletic training equipment or supplies provided by a School. District and the Schools shall indemnify and hold Certified Athletic Trainer(s), OSF, and its Board, officers, employees, agents and representatives harmless from any claim or cause of action arising out of or in connection with the failure or alleged failure to appropriately maintain facilities, equipment or supplies described herein.
- 3.2 Operational Requirements. District shall also:
- a. Provide access to an adequate, secure space for the Certified Athletic Trainer to use for the provision of Services under this Agreement that is accessible to all School student athletes;
  - b. Provide qualified coaching staff, who shall work in collaboration with the Certified Athletic Trainer as necessary for the safety and support of student athletes;
  - c. Provide a safe environment for practice and competition;
  - d. Notify OSF immediately if questions or concerns arise regarding any aspect of the Services provided under this Agreement; and
- 3.3 Student Athlete Consent. In the event the consent or authorization of a School Athlete or his/her parent or legal guardian is required for the provision of Services by a Certified Athletic Trainer under this Agreement, the District shall (or shall cause Schools to) be solely responsible for securing any necessary consent(s) and/or authorization(s) relating to the provision of Services by a Certified Athletic Trainer. The District and each School shall indemnify and hold Certified Athletic Trainers, OSF, and its Board, officers, employees, agents and representatives harmless from

any claim or cause of action arising out of or in connection with the District's and/or relevant School's failure or alleged failure to obtain any consent or authorization necessary for the provision of Services by a Certified Athletic Trainer under this Agreement.

- 3.4 Records. Each School shall maintain student records, including any records created by Certified Athletic Trainer(s) in the course of the provision of services under this Agreement that constitute student records, in accordance with all applicable federal and state law including without limitation, the Family Educational Rights and Privacy Act (FERPA) and the Illinois School Student Records Act (ISSRA).

- 3.5 Marketing. Each School shall:

- 3.5.1 Permit OSF to place banners approved by the District and identifying OSF as the official athletic trainer provider of School in mutually agreed upon locations. OSF acknowledges that the production and hanging of such banners shall be at OSF's sole cost and expense.
- 3.5.2 Place the OSF logo and website link, as mutually agreed, on the School's athletics website;
- 3.5.3 Permit the use of School's name and logo on the OSF website; and
- 3.5.4 Permit OSF to embroider, at OSF's sole cost and expense, School apparel worn by OSF Athletic Trainers with the OSF logo.

4. COMPENSATION.

- 4.1 Compensation. In consideration of the Services provided under this Agreement, District shall compensate OSF as follows:

- 4.1.1 2025-2026 School Year. The sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) for the first two thousand (2,000) hours of Services provided during the 2025-2026 School Year per School, for a sum of Fifty Thousand and No/100 (\$50,000.00). In addition, in the event Certified Athletic Trainers provide Services in excess of two thousand (2,000) hours during such School Year, at either School, District shall pay OSF the sum of Thirty and No/100 Dollars (\$30.00) per excess hour of Services.
- 4.1.2 2026-2027 School Year. The sum of Thirty Thousand and No/100 Dollars (\$30,000.00) for the first two thousand (2,000) hours of Services provided during the 2026-2027 School Year per School, for a sum of Sixty Thousand and No/100 (\$60,000.00). In addition, in the event Certified Athletic Trainers provide Services in excess of two thousand (2,000) hours during such School Year, at either School, District shall pay OSF the sum of Thirty and No/100 Dollars (\$30.00) per excess hour of Services.
- 4.1.3 2027-2028 School Year. The sum of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) for the first two thousand (2,000) hours of Services provided during the 2027-2028 School Year per School, for a sum of Seventy

Thousand and No/100 (\$70,000.00). In addition, in the event Certified Athletic Trainers provide Services in excess of two thousand (2,000) hours during such School Year, at either School, District shall pay OSF the sum of Thirty and No/100 Dollars (\$30.00) per excess hour of Services.

4.1.4 2028-2029 School Year. The sum of Forty Thousand and No/100 Dollars (\$40,000.00) for the first two thousand (2,000) hours of Services provided during the 2028-2029 School Year per School, for a sum of Eighty Thousand and No/100 (\$80,000.00). In addition, in the event Certified Athletic Trainers provide Services in excess of two thousand (2,000) hours during such School Year, at either School, District shall pay OSF the sum of Thirty and No/100 Dollars (\$30.00) per excess hour of Services.

4.1.5 2029-2030 School Year. The sum of Forty Thousand and No/100 Dollars (\$40,000.00) for the first two thousand (2,000) hours of Services provided during the 2029-2030 School Year per School, for a sum of Eighty Thousand and No/100 (\$80,000.00). In addition, in the event Certified Athletic Trainers provide Services in excess of two thousand (2,000) hours during such School Year, at either School, District shall pay OSF the sum of Thirty and No/100 Dollars (\$30.00) per excess hour of Services.

District specifically acknowledges and agrees that each School is obligated under this Agreement to utilize Certified Athletic Trainer Services for a minimum of two thousand (2,000) hours per School Year throughout the Term; District further acknowledges and agrees that District shall be responsible for payment to OSF for the minimum amounts set forth in this Section 4.1 for the provision of two thousand (2,000) hours of Services each School Year at each School, even if one or both Schools has not scheduled/utilized such minimum number of hours.

OSF shall submit an invoice to District on the 1<sup>st</sup> of July each year for the full amount due for two thousand (2,000) hours of Services, per School, for the relevant School Year, in accordance with the amounts set forth in this subsection. District shall make payment to OSF within thirty (30) days of receipt of invoice. In the event either School utilizes more than two thousand (2,000) hours of Services during any School Year, OSF shall submit one or more invoices to District for such excess Services, and District shall make payment to OSF within thirty (30) days of receipt of invoice(s).

In addition, in the event either School and OSF mutually agree to the provision of Services at any non-School hosted sporting event (i.e., "away game") at which School student athletes participate, District shall reimburse consistent with District's policy OSF for mileage incurred by Certified Athletic Trainer or any other OSF agent or employee providing Services under this Agreement, for event coverage services requiring round-trip travel of twenty-five (25) miles or more. Mileage shall be calculated based on travel to and from the School. District shall reimburse OSF for mileage at the IRS standard mileage rate then in effect.

District acknowledges that the compensation paid under Section 4.1 of this Agreement is in consideration of those Services specifically outlined herein. In the event a School student athlete obtains the services of a Certified Athletic Trainer, OSF physician or other provider at an OSF facility or otherwise, and such services



are not specifically covered by this Agreement, OSF shall have the full right and authority to bill the student athlete for such services.

5. TERM AND TERMINATION.

5.1 Term. The Term of this Agreement shall commence as of July 1, 2025 (the “**Effective Date**”) for an initial term of three (3) School Years (the “**Initial Term**”). For purposes hereof, a “**School Year**” shall be defined as July 1 through the following June 30. If still in effect at the end of the Initial Term, this Agreement shall then automatically renew for up to two (2) additional one (1) year periods (each a “**Renewal Term**”) (the Initial Term and all Renewal Terms are referred to as the “**Term**”), unless either party gives the other party written notice of intent not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Renewal Term; subject, however, to termination under Section 5.2.

5.2 Termination. This Agreement may be sooner terminated upon the following:

5.2.1 Agreement. Written agreement by both parties to this Agreement.

5.2.2 Failure to Follow Decision of Certified Athletic Trainer. In the event a School coach or other School official fails to follow the decision of Certified Athletic Trainer (or the OSF-designated substitute) with respect to a School student athlete's ability to participate in one or more practice(s) and/or event(s), then OSF may terminate this Agreement upon notice to District.

5.2.3 Breach. In the event of the breach of this Agreement by either party, and the failure of the breaching party to correct such breach within ten (10) business days after written notice of breach, the non-breaching party may terminate this Agreement upon notice to the breaching party.

5.2.4 Notice. Either party may terminate this Agreement at any time upon sixty (60) days' prior written notice, provided, however, that termination under this subsection shall not be effective prior to the end of the Initial Term.

5.2.5 Staffing Shortage. In the event one or more Certified Athletic Trainers assigned to provide Services to the Schools is no longer able to provide Services under this Agreement (whether due to long term disability, termination of employment with OSFMSG, or otherwise), and after good faith efforts OSFMSG is unable to secure alternate coverage for the Services required under this Agreement, then either party may terminate this Agreement upon not less than thirty (30) days written notice to the other.

5.3 Post-Agreement Access. In the event of the expiration or termination of this Agreement for any reason, Certified Athletic Trainer shall be granted continued access to School facilities for a reasonable amount of time after expiration or termination, to enable Certified Athletic Trainer to complete all records and to collect equipment (if any) and any other items belonging to OSF and/or Certified Athletic Trainer.

6. MISCELLANEOUS.

- 6.1 Independent Contractor Status. District and OSF agree that they are each independent contractors, and neither District nor any of its agents, representatives, students, or employees shall be considered employees of OSF, nor shall OSF or any of its agents, representatives or employees be considered agents, representatives or employees of District. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. District and OSF shall each be liable for its own debts, obligations, acts and omissions, including payments of all required withholding, social security, and other taxes or benefits. No OSF employee shall look to District for any salary, insurance or other benefits. District will file and furnish OSF with a copy of IRS Form 1099 as required by law.
- 6.2 Assignment. This Agreement and all rights and benefits hereunder are personal to OSF and District, and neither this Agreement nor any right or interest of OSF or District herein, or arising hereunder, shall be voluntarily or involuntarily sold, transferred or assigned without the written consent of the other party, and any attempt at assignment without such consent is void. However, OSF may assign its rights, duties and obligations hereunder to an affiliate or subsidiary legal entity.
- 6.3 Changes or Modifications. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by OSF and by District. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.
- 6.4 Entire Agreement. OSF and District warrant to each other that they have all requisite authority to enter into this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and replaces any and all other agreements, either written or oral, between the parties hereto with respect to the subject matter hereof, and all other such agreements, either written or oral, shall be considered terminated as of the Effective Date of this Agreement, as set forth in Section 5.1 herein. School and OSF acknowledge that in entering into this Agreement, they have relied solely upon the representations and agreements contained in this Agreement.
- 6.5 Notices. Notices required herein shall be considered effective when delivered in person or when sent by United States Certified Mail, postage prepaid, return receipt requested, and addressed to:

OSF:

Chief Executive Officer  
OSF Multi-Specialty Group  
124 SW Adams Street  
Peoria, IL 616102

District:

Superintendent  
Community Unit School District No. 5,  
McLean and Woodford Counties, Illinois  
1809 W. Hovey Avenue  
Normal, IL 61761



with a copy to:

Joseph Whitson  
Supervisor Athletic Trainer –  
OSF Sports Medicine  
OSF Multi-Specialty Group  
2406 E. Empire Street  
Bloomington, IL 61704

M. Curt Richardson  
Attorney for the District  
Community Unit School District No. 5,  
McLean and Woodford Counties, Illinois  
1809 W. Hovey Avenue  
Normal, IL 61761

or to such other address as may be designated by the respective parties by notice given pursuant to this section from time to time.

- 6.6 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the internal laws of the State of Illinois without regard to its choice of law rules. McLean County, Illinois, shall be the sole and exclusive venue for any legal proceeding arising out of this Agreement.
- 6.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 6.8 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 6.9 Interpretation. This Agreement is a result of negotiations between the parties, none of whom have acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular, the plural. The words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The section titles and other headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

[Signature page follows]

IN THE WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

OSF:

OSF Multi-Specialty Group, an Illinois not-for-profit corporation

Signature

Title

Date

DISTRICT:

Community Unit School District No. 5, McLean and Woodford Counties, Illinois

Signature

Date

Title