

INDEPENDENT CONTRACTOR AGREEMENT ATHLETIC TRAINER

This Agreement is entered into on this, the _____ day of _____, 2025, between Dupo Community Unit School District #196, St. Clair County, IL (“District”) and Austin Messenger (“Trainer”).

1. **Independent Trainer.** Subject to the terms and conditions of this Agreement, the District hereby engages Trainer as an independent contractor to perform Athletic Training services as set forth herein, and Trainer hereby accepts such engagement.
2. **Services to be Performed.** The services to be performed by Trainer shall be as set forth in **Exhibit A** hereto, which are incorporated herein by this reference.
3. **Term.** Trainer shall perform the aforementioned services as required or assigned by the District during the term of this Agreement which shall be: July 1, 2025 until June 30, 2026 up to a maximum of 1000 hours. The parties may elect by mutual agreement in writing to renew this Agreement for successive one-year terms.
4. **Compensation.** For such services rendered, the District shall pay Trainer as compensation the sum of Forty-Three Dollars (\$43.00) per hour. Such compensation shall be payable within 30 days of receipt of Trainer’s monthly timesheet for services rendered and supported by documentation reflecting the specific dates/hours of services performed.
5. **Expenses.** During the term of this Agreement, Trainer will be reimbursed for only those expenses that are pre-approved and incurred in connection with the performance of the duties hereunder.
6. **Written Reports.** District may request that Trainer provide a written report on a monthly basis or more frequently if requested.
7. **Confidentiality.** Trainer acknowledges that during the performance of this Agreement he/she will have access to confidential student information and records. Trainer agrees that he/she will not disclose any of the confidential information, directly or indirectly, or use the information in any unlawful manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this Agreement with the District. All files, records, documents, information, letters, notes, and similar items relating to the business of the District, whether prepared by Trainer or otherwise coming into his/her possession, shall remain confidential and the exclusive property of the District. Trainer shall not retain any copies of any confidential information or records without the District’s prior written permission.

The Family Educational Rights and Privacy Act (FERPA) and the Illinois School Student Records Act (ISSRA) prohibit the District and its employees and agents from disclosing to the public information that may individually identify any student or information from a student’s educational record without the prior written permission of the student’s parents in accordance with state law and District policy. Trainer agrees to comply with all sections of the Illinois School Student Records Act pertaining to the confidentiality of student records and to all applicable provisions of the Federal Educational Rights and Privacy Act (“FERPA”).

8. **Termination.** Either party may terminate this Agreement at any time by providing the other party with 10 calendar days' written notice.
9. **Independent Contractor.** This Agreement shall not render Trainer an employee or agent of the District for any purpose. Trainer is and will remain an independent contractor in his/her relationship to the District. District shall not be responsible for withholding taxes with respect to Trainer's compensation hereunder. Trainer shall have no claim against the District hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
10. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
11. **Choice of Law.** The laws of the state of Illinois shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Exclusive venue for any dispute arising hereunder shall be the Illinois Circuit Courts for St. Clair County, Illinois.
12. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
13. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver. District does not waive any defenses or immunities it otherwise has under the law, including without limitation any immunities under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.).
14. **Assignment.** Trainer shall not assign any of his/her rights under this Agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of the District.
15. **Insurance.** District, at no cost or expense to Trainer, shall maintain general liability insurance with minimum coverage amounts of One Million Dollars (\$1,000,000.00) per claim or occurrence and Three Million Dollars (\$3,000,000.00) in annual aggregate, and shall name Trainer as an additional-insured under such policy. If the District maintains such coverage on a claim made basis, it shall obtain "tail coverage" for a period of at least eight (8) years after each annual term of this Agreement.
16. **License.** Trainer must be duly licensed and qualified to provide said services hereunder to comply with applicable federal, state, and local laws and regulations.
17. **Representation and Warranty.**
The District represents and warrants to Trainer that the District:

- (i) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"),
- (ii) is not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, or
- (iii) is not under investigation or otherwise aware of any circumstances which may result in the District being excluded from participation in the Federal health care programs.

This shall be an ongoing representation and warranty during the term of this Agreement and the District shall immediately notify Trainer of any change in the status of the representation and warranty set forth in this Section. Any breach of this Section shall give Trainer the right to terminate this Agreement immediately for cause.

18. **HIPPA.** The Parties agree to comply, if applicable and required by law, with the Health Insurance Portability and Accountability Act of 1996, as codified in 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations in 45 C.F.R. Parts 160-164 ("Federal Privacy Regulations"), the federal security standards in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions in 45 C.F.R. Parts 160 and 162, all collectively referred to as "HIPAA Requirements". The Parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 45 C.F.R. Section 1320d), other than as permitted by the HIPAA Requirements and this Agreement. The Parties agree to make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulation. In addition, the Parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.
19. **Indemnification.** Trainer agrees to indemnify, defend and hold harmless the District, its Board of Education (in their personal and official capacities, collectively and individually), directors, officers, employees, trainers, members, managers, legal representatives, and agents from and against any loss, cost, damage, expense, claim or liability, including court costs and reasonable attorneys' fees (collectively "Liabilities") arising out of:
 - (a) Trainer's performance under this Agreement,
 - (b) the conduct or any work or thing whatsoever done by Trainer,
 - (c) any negligent or willful act or omission of the Trainer,
 - (d) any breach or default on the part of Trainer in the performance of any covenant or agreement on the part of Trainer to be performed pursuant to the terms of this Agreement
 - (e) any accident, injury or damage whatsoever caused to any person(s) or any entity occurring during the term of this Agreement, in or on the District property or at a District event related to the services provided by Trainer under this Agreement, or
 - (f) violation of a Law.

Nothing herein shall indemnify District against any claim, action, or proceeding arising from the negligence or willful misconduct of District's Board, officers, employees, agents, trainers, servants, licensees and representatives. Trainer will have the right to defend any claims made against the District, to retain counsel of his/her choice, and to settle any such claim at Trainer's expense with the consent of District, which shall not be unreasonably withheld, delayed, or conditioned.

20. **Relationship of the Parties; Legal and Regulatory Responsibilities.**

- A. This Agreement is not intended to create and shall not be construed as creating any relationship between the Parties other than that of independent entities contracting for the purposes of effecting the provisions of this Agreement. No Party nor any of its representatives will be construed to be the partner, associate, affiliate, joint venturer, agent, employer, employee, or representative of the other. Nothing contained herein shall be deemed or construed by the Parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the Parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto other than the relationship as set-forth herein.
- B. The Parties shall comply in all material respects with all federal, state and local laws, rules and regulations and accreditation standards (if any) applicable to the performance of the Parties' respective obligations under this Agreement, including but not limited to the Illinois District Code, the Illinois District Student Records Act, policies of District's Board of Education, policies and requirements of any governing board (IHSA or similar organization) exercising supervisory control over any event at which Athletic Training services are being provided, and any other applicable laws, regulations, or policies.

21. **Discrimination.** The Parties agree that they shall not permit any employee or representative to discriminate against any individual with regard to the subject matter of or services provided under this Agreement based upon such individual's age, race, color, national origin, sex or sexual orientation, gender or gender orientation, disability, or any other protected class or category.

22. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

To the Trainer:

Austin Messenger
225 W. Milton St
Columbia, IL 62236

To the District:

Dupo CUSD #196
600 Louisa Avenue
Dupo, IL 62239

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

23. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto. In the event of any change in any applicable statute, rule, regulation, or other law, or of any order or directive of any applicable governmental authority or regulatory body which invalidates or is otherwise inconsistent with the terms of this Agreement or which would cause one or both of the Parties to be in violation of the law, the Parties shall negotiate in good faith in an effort to agree on appropriate revisions to this Agreement. If the Parties have been unable to do so within thirty (30) days of commencing such negotiation, either Party may elect to terminate this Agreement on ten (10) days' prior written notice to the other party.
24. **Default.** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, government orders, machinery or supplies, epidemics or pandemics, vandalism, strikes or other work interruptions by Trainer, or any similar or dissimilar cause beyond the reasonable control of either Party. However, both Parties shall make good faith efforts to perform under this Agreement in the event of any such circumstance.
25. **Authorization.** By execution hereof, each Party warrants and represents to the other that said Party has the full right, power, and authority to enter into and deliver this Agreement and to carry out said Party's obligations hereunder, and all requisite action necessary to authorize said Party to enter into this Agreement and to carry out its obligations hereunder have been taken. In addition, each Party warrants and represents to the other that the person signing this Agreement on behalf of said Party is fully authorized to do so.
26. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
27. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

DUPO COMMUNITY UNIT SCHOOL DISTRICT #196

Dr. Victoria White
Superintendent

Date

Trainer

Austin Messenger

Date

EXHIBIT A
ATHLETIC TRAINER SERVICES

1. During the term hereof, Trainer will provide Athletic Training Services (defined below) for up to 1,000 hours of on-site Athletic Training services including at athletic events and practices, based upon a schedule mutually agreed upon at least one (1) month in advance. The Parties may mutually agree to modify the schedule at any time based on the District's needs.
2. Prior to the provision of any services under this Agreement, Trainer shall provide District a copy of Illinois fingerprint-based criminal history background checks and a check of the Statewide Sex Offender Database and Violent Offender Against Youth Database that indicates that he/she may have contact with District children in accordance with 105 ILCS 5/10-21.9(f).
3. "Athletic training" means athletic training as defined in (225 ILCS 5) Illinois Athletic Trainers Practice Act and 68 Illinois Administrative Code 1160, namely, the practice, with respect to injuries or conditions incurred by participants in organized or recreational sports, of:
 - (i) Prevention;
 - (ii) Assessment and evaluation;
 - (iii) Acute care, management, treatment and disposition;
 - (iv) Rehabilitation and reconditioning; and
 - (v) Education, counseling and program administration (collectively "**Athletic Training services**").

The District acknowledges, understands, and agrees that the Trainer will be providing physical therapy services as a part of the duties and responsibilities under this Agreement.

4. The Athletic Training services provided pursuant hereto shall in no way be considered a substitute for the services of a physician. The Athletic Training services contracted for hereunder shall not involve the practice of medicine.
5. Coverage during holidays will be arranged according to mutual agreement between the Trainer and District. The District's Athletic Director will be informed as far in advance as possible of dates and or times of schedule conflict when the Trainer is unable to be present.
6. The Trainer will document the provision of Athletic Training services to a student-athlete, including the referral of a student-athlete to another health care professional, in a format (e.g., handwritten records or electronic) directed by the District. In addition to authoring said records, Trainer shall have primary responsibility for placing and maintaining such records in a locked cabinet or drawer or other secure location (e.g., an electronic file folder with restricted access) provided by the District on a day-to-day basis. The District shall have primary responsibility for ensuring the overall security and confidentiality of such records. Upon the written request of the Athletic Director, Administration, and/or District Nurse, Trainer will provide a copy of relevant records of Athletic Training services provided to a student-athlete for any student-athlete who has provided the District and Trainer an authorization which is fully-executed by all parties necessary under applicable law to release such information to such parties.

7. The Trainer will recommend that a student-athlete be referred to an appropriate health care professional if Trainer believes it is in the best interest of such student-athlete, and will refer such student-athlete to an appropriate health care professional at the written request of the student-athlete's parents or legal guardian(s) (hereinafter referred to collectively as **"parents"**). The Trainer will notify a student-athlete's parents, coach, and the District Nurse and Administration of any significant finding affecting the student-athlete's well-being for any student-athlete who has provided the District and Trainer an authorization which is fully executed by all parties necessary under applicable law to release such information to such parties.
8. When Trainer believes it is in the best interest of such student-athlete, and with the approval and authorization of the student-athlete and the student-athlete's parents, the Trainer will consult with any health care professional to which the student-athlete was referred or is being treated to monitor the student-athlete's course of treatment through a return to play. Trainer will document the aforementioned authorization and consultation with a treating health care professional in accordance with Section 6 above.
9. Based upon information available to Trainer, Trainer will keep a student-athlete's parents and coach, as well as the Athletic Director, District Nurse, and Administration, informed of a student-athlete's progress from the initial onset of an injury or condition until the time the student-athlete resumes athletic participation via progress reports upon request for any student-athlete who has provided the District and Trainer an authorization which is fully executed by all parties necessary under applicable law to release such information to such parties.
10. In the event an opposing team's player (i.e., a student-athlete from another District) is injured during a game or other competition, Trainer will provide immediate first aid injury assessment/care if the opposing team has no physician or trainer present, and is, in Trainer's sole and complete discretion, appropriate in the circumstances.
11. Obligations of the District.
 - A. The District shall provide, at its sole cost and expense, a designated space within the District which will be appropriate for Trainer to work with student-athletes, which such space Trainer shall have access to at all such times as Trainer shall provide services pursuant to this Agreement. The District has no obligation to provide a separate and private room for the Trainer.
 - B. The District, at its sole cost and expense, shall provide necessary athletic training equipment, equipment maintenance, and supplies as determined by the Athletic Director with input from Trainer. Such equipment and supplies shall include, but not be limited to, the following: tape, pre-wrap, ice packs, bandages, disposable gloves, disposable surgical masks, and other items approved by the District and needed by Trainer to perform duties in a competent and professional manner.

- C. On or before the Effective Date, the District will provide Trainer with the District's written emergency medical protocols, as well as any other applicable written policies and procedures, and provide effective education and training to Trainer on said protocols, policies, and procedures when requested and from time to time during this Agreement.
- D. The District acknowledges and agrees that Trainer shall have the sole authority to make the final determination as to whether an injured student-athlete may resume participating in practices, games, or other District-related competitions.
- E. The District understands and agrees that Trainer will have the final say over whether an injured athlete may resume competition in a practice or game situation, if a physician who is under contract with or acting on behalf of the District is not present.
- F. If Trainer is not present when a student-athlete is injured, the District shall ensure the student-athlete's coach notifies Trainer regarding any injury within 24 hours after the occurrence of the injury or as soon as possible to enable Trainer to evaluate the student-athlete in a prompt manner.
- G. The District will be responsible for obtaining Authorization for Sports Medicine Services forms, Consent to Treatment forms (in form agreeable to the Parties) each signed by all parties necessary under applicable law to release such information to such parties to consent to such treatment, and updated copies of physical examinations for each student participating on any sports team or who otherwise uses the services of Trainer. Copies of such Authorization forms, Consent to Treatment forms, and Physicals shall be placed in the student's record located in the District Nurse's office, Athletic Director's office, and the Athletic Training room, and shall be made available to Trainer as requested.
- H. The District's Athletic Director will oversee and monitor the compliance of Trainer with the duties and responsibilities under this Agreement. This agreement is null and void if Trainer:
 - (i) is arrested, indicted, charged with or convicted of a crime other than a minor traffic violation,
 - (ii) has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction,
 - (iii) becomes medically unable to perform the duties required by the Agreement with or without reasonable accommodation,
 - (iv) has his/her license(s) and/or privileges required to perform the services, or otherwise required by the Agreement suspended, revoked, non-renewed, or otherwise limited,
 - (v) engages in any conduct that, in the District's reasonable and good faith judgment, would adversely affect the District's reputation, standing in the community, or the care provided to the students, or
 - (vi) fails to comply with any of the terms and conditions of the Agreement after being given written notice of that failure and a reasonable opportunity to comply.