



January 8, 2016

Lindsey Otte, MS, ATC
Manager of Athletic Training Services
Athletico Physical Therapy
625 Enterprise Drive
Oak Brook, IL 60523
630.575.6249

VIA EMAIL – Lindsey.otte@athletico.com

Re: FOIA Request Dated January 4, 2016 and received January 5, 2016 FOIA ID #15-51
Subject: Copy of the current contract for athletic training services to Oswego East High School.

Dear Ms. Otte:

This letter will serve as Community Unit School District 308's response to your January 4, 2016 request under the Freedom of Information Act (5ILCS 140/1 et seq.), in which you asked for the above referenced information. The information responsive to your request is attached.

To promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to www.sd308.org and select *Our District > Freedom of Information Act Request > FOIA Request Responses*, then select *FOIA ID #15-51*.

Please be advised that to comply with your FOIA request, the district incurred the expense of **\$139.80** comprised of the cost of labor and resources used to search for records responsive to your request. You are not legally required to reimburse the district for the amount incurred.

Please let me know if you have additional questions. Thank you.

A handwritten signature in black ink, appearing to read "B. Graves".

Brian Graves
Freedom of Information Officer



Services Agreement

THIS AGREEMENT made this 19th day of May 2015, between Oswego East High School (hereinafter referred to as "School")

AND

ATI Holdings, LLC dba ATI Physical Therapy, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the School, desires to have certain athletic training services, pre-game taping, game training supervision and medical assistance services performed in connection with athletic programs;

WHEREAS, Contractor has agreed to perform such services on behalf of School under terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. Description of Services. Contractor agrees to furnish all labor services as set forth more fully in Schedule A entitled "Services" hereby referenced and incorporated herein and to attend those events set forth in a Schedule B entitled "Compensation and Attendance Schedule" hereby referenced and incorporated herein.
2. Home Games. The parties understand and agree that it is the primary responsibility of Contractor to attend athletic events throughout the school year as determined by the athletic director. In the event there are two home athletic events scheduled at the same time, the Athletic Directors for School will dictate whether Contractor shall divide his/her time between the athletic events or whether the Contractor shall only attend one of the events.
3. Site of Services and School Support of Programs. The School shall provide appropriate space for the conduct of any sports medicine program including, but not limited to, appropriate equipment for the development of preventative programs and an appropriate level of sports medicine supplies for the use of its students. The School shall be solely responsible for determining the times of practice and for scheduling all athletic events. The School shall facilitate communications and schedule changes between School, coaches and Contractor. The School shall submit to the Contractor within fourteen (14) calendar days all school holiday practice/game schedules. The School agrees to provide appropriate support for the development of a sports medicine program and the Services to be provided in connection with its sports medicine program and athletic practices and events and shall designate an individual(s) (athletic director(s)) to directly monitor and evaluate compliance of the Contractor. The School shall be responsible providing access to all emergency phone locations.
4. Compensation. School will pay to Contractor, for the contemplated performance of Services hereunder, sums as set forth fully in the attached Schedule B "Compensation and Attendance Schedule" incorporated herein.
5. Term. This agreement shall be in full force and effect from August 1st, 2015 through and including July 31st, 2016 unless terminated earlier by either party upon at least (30) calendar days prior written notice to the other party of its intention to terminate.
6. Exclusivity. School agrees that it has not authorized and during the Term of this Agreement, will



not authorize or permit, the endorsement or promotion of any services or products directly or indirectly competitive with ATI Physical Therapy services.

7. **Independent Contractor.** It is hereby understood and agreed that Contractor, in performing this Agreement, is acting in the capacity of an independent contractor, and that Contractor is not an agent, servant, partner, nor employee of School. Contractor will have control over the work to be performed, and shall be solely responsible to pay its own federal and local taxes, salary, social security payments, and any and all other payments incurred by Contractor in the performance of this Agreement, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by School to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and employment insurance are available from School to Contractor and/or any and all of Contractor's agents, servants, and employees. Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of School or to bind School in any way whatsoever.
8. **Insurance.** Contractor shall be responsible for providing general liability, professional liability insurance, and workers' compensation insurance for its athletic trainers and its Services. The limits of liability for ATI Physical Therapy's general liability and professional liability insurance policies shall be no less than \$1,000,000.00 per occurrence, \$3,000,000.00 per annual aggregate and workers' compensation coverage in accordance with applicable federal and Illinois statutory requirements. The School shall be responsible for providing general liability insurance including, premises liability insurance, and professional liability insurance for the activities of its employees. The parties shall provide evidence to each other's satisfaction that such insurance is in force. The parties shall maintain such insurance coverage during the term of this Agreement. Appropriate certificates evidencing such insurance shall be provided upon request.
9. **Indemnification.** "Each party (in such case, an "Indemnifying Party") agrees to indemnify and hold harmless the other party (in such case, an "Indemnified Party") and the Indemnified Party's directors, members, managers, officers, employees, subcontractors, agents, representatives, volunteers, successors and assigns from any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions of the Indemnifying Party in undertaking the Indemnifying Party's duties under this Agreement.
10. **Force Majeure.** Neither party shall be liable for any delay, failure or inability to perform its obligations (except the obligation to make payments) under this Agreement due to any cause beyond its reasonable control including, but not limited to, Acts of God, civil disturbances, accidents, equipment breakdowns, utility failures, and unavailability of personnel due to disability, leaves or other reasons.
11. **Notices.** All notices under this Agreement shall be made in writing and shall be deemed to have been given if personally delivered or transmitted by facsimile during regular business hours, or mailed by certified mail, postage pre-paid, return receipt requested, to the other party at its last known address, and, if sent to ATI Physical Therapy, addressed to the attention of the Sports Medicine Director.
12. **Assignment.** ATI Physical Therapy shall have the right to subcontract any of the Services to qualified and duly certified personnel and ATI Physical Therapy shall remain solely liable for the oversight and performance of such personnel.
13. **Non-Solicitation.** School agrees that during the Term and for a period of twelve (12) months after termination of the Agreement, School shall not without prior written approval of Contractor directly or indirectly, take any action that constitutes, results or may reasonably be expected to result in soliciting, inducing or encouraging any Contractor employee (presently or affiliated with Contractor in the then most recent twelve (12) month period) to curtail or terminate such person's affiliation or employment, or taking any action that results in, or might reasonably be expected to result in any employee ceasing to perform services for Contractor.



Nothing herein shall limit School's rights to post opportunities in publications or on-line websites of general or trade circulation, or to engage, hire or recruit any person who responds to such a posting.

14. Severability. In the event that any provision of this Agreement, or application of such provision to persons or circumstances is held to be invalid, illegal, or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement or the application of such provisions to persons or circumstances other than those to which it is held invalid, will not be affected thereby, and shall be construed as if such invalid provisions had never been contained herein and shall remain valid and enforceable according to its terms.
15. Entire Agreement. This Agreement supersedes and replaces all prior agreements between the parties with respect to the Agreement's subject matter. This Agreement may not be amended or rescinded except by the mutual written consent of authorized representatives of the parties. This Agreement shall be governed by state law in the state in which services are rendered, without regard to rules of conflicts of law. The parties irrevocably waive their rights to a jury trial.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ATI HOLDINGS, LLC

Oswego East High School

By: _____

By: Craig Watson

Print Name: _____

Print Name: CRAIG WATSON

Title:

Title: PRINCIPAL