

**AGREEMENT FOR  
ATHLETIC TRAINING, WELLNESS STRENGTH AND CONDITIONING,  
PERFORMANCE ENHANCEMENT/THE SUMMIT SERVICES  
AND LEASE OF SPACE**

This agreement is an Intergovernmental Agreement by and between Henry Hospital District d/b/a Hammond-Henry Hospital hereinafter called Hospital, and Geneseo Community Unit School District #228, hereinafter called School.

The parties in consideration of the mutual covenants and agreements contained herein agree as follows:

**A. Athletic Training & Sports Medicine Services**

1. That Hospital shall employ as its employee a certified athletic trainer(s) and/ or physical therapist(s) who shall provide sports medicine and game coverage services for the benefit of high school athletes enrolled at School.
2. That School agrees to pay the Hospital a rate of \$45/hr. for any event coverage more than 420 hrs. per school year (in exchange of facility and utility cost fair market value of Geneseo Foundation Athletic Center (GFAC). Quarterly reconciliation of the event coverage and hours would be provided by the Hospital.
3. All event coverage shall be agreed upon by both parties. Coverage may also include presence at practice as requested (inclusive of the 420-hours- refer above) and free injury screening at the high school or at the Hospital.
4. In order to facilitate athletic training/sports medicine services, the School shall provide all equipment and supplies, an athletic training room in which trainer/ therapist may store supplies and to which they shall have access. School shall also supply trainers with means of communication.

**B. Wellness /Strength and Conditioning Program**

1. The School and Hospital agree to mutually partner in providing Wellness /Strength and Conditioning Programs and The Summit by employing a strength and conditioning coach responsible for providing wellness programming during school hours and The Summit performance enhancement after school and during the Summer.
2. The School agrees to compensate the Hospital at an annual rate of \$50,000 paid by School to Hospital quarterly (\$12,500) for the strength and conditioning coach. Annual wage increases shall be at the rate of 3% or a mutually agreed upon rate.
3. The strength and conditioning coach will be responsible for work in Advanced Wellness/Wellness courses during school day in collaboration with Athletic Director and teaching staff. Selection of strength and conditioning coach will be collaboration between School and Hospital with Athletic Director being direct supervisor.

### C. Performance Enhancement Program/ The Summit

1. School and Hospital agree to cooperate in providing an athletic performance program (The Summit) with space provided by School at the Geneseo Foundation Athletic Center, personnel (which will include the above-mentioned strength and conditioning coach) provided by the Hospital and the equipment mutually shared and provided as agreed upon by both parties. The Hospital inventory is listed in Addendum A.
2. The athletic performance program known as The Summit shall be offered to eligible individuals regardless of student status and shall not be limited to Geneseo School Athletes. Hours of operation of The Summit shall be scheduled at such times as general school attendance is not in session, or with approval of the Geneseo High School Athletic Director and Principal.
3. Billing for the participation in The Summit shall be the sole responsibility of the Hospital which shall be entitled to gross revenues derived there from.
4. A listing of current participants in The Summit shall be provided upon request to School to assist in monitoring the status of individuals present in the building. The list shall remain confidential and be used only for such purpose.

### D. Marketing

The School shall provide marketing opportunities to the Hospital including but not limited to: jumbotron, indoor gymnasium monitor/scrolling board, signage at field events, and other marketing options such as programs.

The Hospital may place signage within the Geneseo Foundation Activity Center at no cost, upon approval of the athletic director and at the hospital's expense for the sign and any costs to install.

The Hospital may access one page ads for the regular Fall and Winter sports programs at 50% of the regular cost. Special event programs, such as the Geneseo Wrestling Invitational and any other special playoff or state series program advertising shall be at full price.

Video displayed ads shall be static graphic only, and are free of charge. At such time as there may be interest in full motion video, those shall be available at a 50% discount.

Any new requests for advertising shall be discussed and should be mutually agreeable to HHH, Athletic Director and Superintendent.

E. General Terms and Conditions

1. Hospital shall be deemed to be supplying services under the provisions of this agreement. All persons to be employed for the purposes of providing such services shall be solely employees of the Hospital, paid by the Hospital and accorded such benefits as the Hospital may provide. As ~~an employer~~ **partners in employment**, the Hospital **and School** shall have ~~the sole~~ **a collaborative** ~~direction and control over its~~ **the** employees and ~~be responsible for~~ share responsibilities in evaluating their performance and conduct. Insurance covering such employees shall be the sole responsibility of the Hospital.
2. Non-Compete. School agrees that it covenants not to compete with Hospital by employing or offering to itself employ any individual who shall be employed by Hospital for the purposes of providing services set forth in this agreement. Such prohibition shall be effective during the employment of such employees by the Hospital and for a period of one year after the termination of employment of any such person by the Hospital. **School also agrees not to obtain services provided for herein from another provider other than the Hospital without Hospital's written consent.**
3. Liability for Actions and Conduct. In connection with the actions and conduct of individuals involved with or participating in athletic training programs contemplated by this agreement, Hospital shall not in any way be liable or responsible for the actions or conduct of School employees and School shall not be liable or responsible for actions or conduct of Hospital employees.
4. Hospital and School shall at all times communicate with each other regarding any issues or need for changes and improvement in the administration of the programs contemplated by this agreement. The Hospital CEO and School Superintendent shall be deemed the administrators ultimately responsible for evaluation of the value and effectiveness of the programs contemplated under this agreement.
5. Term. This agreement shall be deemed to extend from **June 1, 2022 until May 31, 2027**. Agreement may be extended by two additional one-year terms upon written agreement of both parties.

Executed this 1st day of May 2022.