# AUTHORIZE A NEW AGREEMENT WITH ATHLETICO, LTD. FOR ATHLETIC TRAINING SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Athletico, Ltd. ("Athletico") to provide athletic training services to Sports Administration and Facilities Management at a total cost not to exceed \$90,500. Vendor was selected by the donor, not subject to Procurement requirements via Board Rule 7-2.5. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

## **VENDOR:**

Vendor # 99383 Athletico, Ltd. 625 Enterprise Drive Oak Brook, IL 60523 Contact: Payten Gerjerts Phone: 630 575-6200

# **USER INFORMATION:**

Sports Administration and Facilities Management 125 S. Clark Chicago, IL 60603 Project Manager: Mickey Pruitt

Phone: 773 534-0703

## TERM:

The term of this agreement shall commence August 29, 2014 and end on December 1, 2016.

# **EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

# **SCOPE OF SERVICES:**

Athletico will provide at least one athletic trainer to support the football program for 450 games per season, for three football seasons. The trainers will be paid through a restricted grant funded by the Chicago Bears.

In 2013, a pilot program for athletic trainers began between Athletico, the Chicago Bears and Chicago Public Schools; last season, the Bears provided up to \$15,000 funding for one athletic trainer at 3 stadiums (Hansen, Lane and Gately) and roughly 150 games. The pilot program's success has been highlighted at NFL meetings for its innovation. As a result, Athletico is now advising 6 NFL teams on how to start an athletic trainer program in each of their respective cities and partner with local school districts.

## **DELIVERABLES:**

Vendor will provides status of student athletes via weekly injury reports at the following 7 stadiums:

- 1. Gately
- 2. Stagg
- 3. Eckersall
- 4. Winnemac
- 5. Lane
- 6. Rockne
- 7. Hanson

#### OUTCOMES:

Vendor's services will result in a basic level of athletic training coverage at every regular season and playoff game.

## COMPENSATION:

Vendor shall be paid as follows: via annual invoices; total compensation not to exceed the sum of \$90,500.

# REIMBURSABLE EXPENSES:

None.

## **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Officer of Teaching and Learning to execute all ancillary documents required to administer or effectuate this agreement.

# **AFFIRMATIVE ACTION:**

This agreement was not assigned any compliance requirements and is exempt from MBE/WBE review.

## LSC REVIEW:

Local School Council approval is not applicable to this report.

## FINANCIAL:

Charge to Teaching and Learning, \$90,500 FY15 – FY17 Fund 124

Future year funding is contingent upon budget appropriation and approval.

## **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:** 

Annette Gurley

Chief Officer of Teaching and Learning

Approved:

Enfara Engl Game HppB Barbara Byrd-Bennett

Chief Executive Officer

Approved as to legal form: 🌾

James Bebley General Counsel