GLASSBORO SCHOOL DISTRICT

REQUEST FOR BOARD ACTION

Requestor: Mr. Lynch
Building: GHS
Date: November 10, 2026
Action to be Approved: Capstone substitute athletic trainer services
Fund Source:
Amount: $85 per hour
Requisition #:

Request to approve Capstone for substitute athletic trainer services. Currently, we have no substitute options when our athletic trainer is absent or in situations where we need two athletic trainers at the same time (i.e. if we were hosting a home playoff game for a non-football sport and playing an away football playoff game concurrently).

FOR OFFICE USE ONLY:

Board Date: 11/10/2026

Approved: [Status]

Athletic Training Services Agreement

This Athletic Training Services Agreement ("Agreement") is entered into and effective as of the _____day of August, 2026 ("Effective Date"), by and between Capstone Medical Services, LLC, a New Jersey limited liability company ("CMS") and **Glassboro Public School District** ("Company").

WHEREAS, Company desires to engage CMS for the purpose of providing per diem sub-coverage athletic training services as needed for the athletes that are participating in **Glassboro Public School District Athletics 2026/2027 season as needed** ("Event"); and

WHEREAS, CMS desires to be engaged to provide sub-coverage athletic training services on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

Definition of "Event". "Athletic training" services for Company sponsored injury clinic hours, practices, games, camps, and events (the "Event") as outlined by the State Board of Medical Examiners and, therefore, regulated under the rules and regulations of said state, and guidelines of the Board of Certification, Inc. for Athletic Trainers (BOC).

Scope of Services. "Athletic training" is the management and provision of care of injuries to a physically active person, with the direction of a licensed physician. The term includes the rendering of emergency care, development of injury prevention programs and providing appropriate preventive and supportive devices for the physically active person. The term also includes the assessment, management, treatment, rehabilitation and reconditioning of the physically active person whose conditions are within the professional preparation and education of a certified athletic trainer. The term also includes the use of modalities such as: mechanical stimulation, heat, cold, light, air, water, electricity, sound, massage and the use of therapeutic exercise, reconditioning, exercise and fitness programs. The term does not include surgery, invasive procedures or prescription of any medication or controlled substance. The AT works under a written protocol designed and overseen by a licensed supervising physician.
For the Company's hosted event participants, staff members, and event visitors: emergency care, first-aid, and provision of immediate athletic training services to persons whose conditions are within the professional preparation and education of a licensed athletic trainer. In these cases, this does not include injury rehabilitation and therapeutic exercise beyond the initial immediate athletic training evaluation, and does not include care for injuries or conditions which did not occur during the Company's event/activity participation. The athletic trainer will maintain documentation of injuries sustained during The Company's Events and will recommend, as necessary, a treatment regimen and/or recommend, as necessary, a person seek additional treatment from an appropriate medical personnel. Any medical documentation completed by the on-site athletic trainer at the athletic event will remain property of the Contractor.

1. **Designation of Athletic Trainer.** Company has requested and hereby hires CMS to provide **one** athletic trainer (s) for the Events as needed. CMS will provide athletic training services as an independent contractor to Company for the athletes participating in the Event ("Services").

(a) In the event the assigned athletic trainer is unable to work due to such things as illness, emergency, vacation, etc., CMS will do whatever possible to provide an alternate for that time. Failure to provide an alternate will not be considered a breach of this contract.

2. **Compensation.** Company shall pay to CMS a rate of **$85 per hour per athletic trainer** for sub coverage needs in the 2026/2027 season. No other coverage has been agreed upon according to this agreement. If event runs outside of the time frame, Company agrees to pay CMS at a rate of **$85 per hour per athletic trainer** for any overage of time. Time will be billed in 15 minute increments at the above mentioned hourly rate. At no time will Company be billed for services not rendered. An invoice for the Services will be provided to Company by email monthly and payment therefore to CMS shall be due upon made 60 days upon receipt of invoice.
   Company agrees to pay reasonable attorney's fees and costs for collection of nonpayment.

   Cancellation Policy:

   - Cancellation: In the event that the Company needs to reschedule, change, or cancel location and/or date of services, the request must be communicated to The CMS in writing a minimum of 72 hours prior to the start of the event.
   - Cancellations between 48 hours and 24 hours in advance, except for inclement weather or state of emergency-related, are subject to a fee of 50% of the original scheduled time.
   - Cancellation notices provided under 24 hours, except for inclement weather or state of emergency-related, are subject to a fee of 100% of the original scheduled time.
   - Cancellations or schedule changes due to inclement weather or State of Emergency must be communicated to the CMS a minimum of 2 hours prior to the start of the shift, and the Company will only be billed out based on any daily travel time and/or on-site time which actually occurred that day.
   - In the event the athletic trainer arrives at the event and there is a cancellation of the event, and advance written notice of cancellation was not provided, the total fee based on the scheduled hours of work that day is due in full.

3. **Liability Insurance**. CMS agrees to maintain active professional and general liability insurance policies for the duration of the Term. The coverage limits shall not be less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate.

4. **Background Checks.** CMS shall provide the Company with athletic trainers who are qualified and certified by the Board of Certification (BOC), licensed by the State as required by law, and have been fingerprinted and subjected to both state and federal background checks.

5. **Virtus.** N/A

6. **Athletic Training Supplies**. Company will provide any and all necessary athletic training supplies that are needed in connection with the Services to be provided for the Event pursuant to this Agreement. CMS will not be responsible for payment to Company for any products utilized in connection with the Services rendered pursuant to this Agreement.

7. **Marketing**. N/A

8. **Termination.** Either party may terminate this Agreement on thirty (30) calendar days written notice. In addition, either party may terminate this Agreement immediately if the other party materially breaches any of its representations, warranties or obligations under this Agreement, or otherwise engages in conduct that harms the Company's players or the parents of the players. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement and shall be subject to such damages as may be allowed by law, to include reasonable attorneys' fees and costs of enforcing this Agreement and any outstanding invoices or other damages flowing solely from the material breach of this Agreement.

9. **Representations and Warranties.** Company shall provide CMS and its Contractors with a safe worksite that complies with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations. Company shall notify CMS immediately if any CMS staff or Contractors are injured while performing services under this Agreement. Company will not change or add to the scope or nature of Services provided by CMS or its Contractors without CMS's express written approval.

10. **Indemnification**.

(a) CMS shall indemnify, defend and hold harmless Company and its subsidiaries and affiliates and their respective officers, directors, agents and employees, from and against any costs (including reasonable attorneys' fees and expenses), damages, injuries, liabilities, claims, demands or causes of action arising out of or resulting from the failure of CMS, its employees, agents or subcontractors to comply with applicable federal, state or local law in the performance of Services under this Agreement, and any material breach of the representations, warranties, covenants or obligations of CMS set forth herein..

(b) Company shall indemnify, defend, and hold harmless CMS and its subsidiaries and affiliates, and their respective officers, directors, insurers, agents, and employees, and subcontractors, from and against any costs (including reasonable attorneys' fees and expenses), damages, injuries, liabilities, claims, demands or causes of action arising out of or resulting from the failure of Company, its employees, agents or subcontractors to comply with applicable federal, state or local law in the performance of Services under this Agreement, and any material breach of the representations, warranties, covenants or obligations of Company set forth herein.

(c) As a condition precedent to indemnification under Section 7(a) or 7(b) of this Agreement, the party seeking indemnification must inform the other party within 30 business days after it receives notice of any claim, loss, liability or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

11. **Miscellaneous Provisions**.

(a) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder will be in writing and will be deemed to have been given: **(i)** when delivered by hand

(with writ-ten confirmation of receipt); **(ii)** when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); **(iii)** on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or **(iv)** on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below:

To CMS: Capstone Medical Services, LLC
768 Amwell Road
Hillsborough NJ 08844
Attention: Ronn Seamon, Managing Member
Email: RonnS@CapstoneMedicalServices.com

To the Company: **Glassboro Public School District**
Attention: _____
Address: _____
_____
_____
_____
Email:_____
Email for
invoices:_____

Either party may change its address for purposes of this **paragraph 8(a)** by written notice similarly given.

(b) Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement of the parties hereto relative to the subject matter hereof, and all prior negotiations, conversations, representations, agreements and understandings are specifically merged herein and superseded hereby. This Agreement may be modified only by written instrument executed by the parties hereto. This Agreement is the result of the prior negotiations, conversations, representations, agreements and understandings of the parties hereto and is to be construed as the jointly prepared product of the parties hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(c) Governing Law. This Agreement will be governed by, construed under and interpreted and enforced in accordance with, the laws of the State of New Jersey.

(d) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it

is held invalid or unenforceable, will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

(e) Litigation/Attorneys' Fees. In the event of litigation between the parties where there is a final and non-appealable order that determines a prevailing party, the prevailing party will be entitled to collect the actual and reasonable out-of-pocket costs, expenses and attorneys' fees incurred by the prevailing party in connection with such litigation. The parties agree that the venue and jurisdiction of any dispute, action, or suit brought to enforce or interpret this Agreement shall rest exclusively in the state or federal courts of New Jersey.

(f) Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

(g) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other entity or individual any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

(h) Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

(i) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed counterpart of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of a manually executed original counterpart signature page to this Agreement.

(j) FORCE MAJEURE. Neither Party will be responsible for failure or delay in performing under this Agreement if the failure or delay is due to labor disputes and strikes, fire, riot, war, acts of God, severe weather, acts of terrorism, or any other causes beyond the control of Non-performing Party.

(k) Advice of Counsel. Each party acknowledges that, in executing this Agreement, such party has read and understands all of the terms and provisions of the Agreement and has had the opportunity to consult with legal counsel or has waived the right to do so. The parties agree that this Agreement will not be construed against any party by reason of the drafting or preparation of the Agreement.

(l) NON-SOLICITATION. During the initial term and any renewal terms of this Agreement, and for a period of twenty four (24) months after the expiration or earlier termination of this Agreement, the company covenants and agrees that it will not, directly or indirectly (e.g. by hiring or contracting with or using another staffing agency, another company that provides athletic training services, or another company that hires or contracts with CMS employees or hires or contracts with CMS's employees or any director, officer, employee, agent, staffing agency, or affiliate, without the express written consent of CMS (which consent may be withheld in CMS's sole discretion for any reason),

solicit, contract, engage, hire or employ any person who is, or at any time was, an employee of CMS.

Initial _____

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by their undersigned authorized representatives as of the Effective Date.

CMS:

Capstone Medical Services, LLC

BY: Ronn Seamon
_____

Ronn Seamon, Managing Member

COMPANY:

Glassboro Public School District

BY:
_____

Name: _____

Title: _____