

**AGREEMENT BETWEEN
EAST SUBURBAN SPORTS MEDICINE CENTER, LTD.
AND
PLUM BORO SCHOOL DISTRICT
ATHLETIC TRAINER SERVICES**

Effective the 1st day of July, 2011, the *East Suburban Sports Medicine Center, Ltd. (Contractor)* shall provide Athletic Training services to the *Plum School District (District)* at a contract fee of:

\$44,055.00 for the period of July 1, 2013 to June 30, 2014;
\$45,375.00 for the period of July 1, 2014 to June 30, 2015;
\$46,735.00 for the period of July 1, 2015 to June 30, 2016;
\$48,135.00 for the period of July 1, 2016 to June 30, 2017;
\$49,580.00 for the period of July 1, 2017 to June 30, 2018

Part-time services:

\$ 20.30 for the period of July 1, 2013 to June 30, 2014;
\$ 20.90 for the period of July 1, 2014 to June 30, 2015;
\$ 21.55 for the period of July 1, 2015 to June 30, 2016;
\$ 22.20 for the period of July 1, 2016 to June 30, 2017;
\$ 22.85 for the period of July 1, 2017 to June 30, 2018

in accordance with the following terms:

1. The Contractor shall provide a certified Athletic Trainer (ATC) to perform the services to the District as defined.
 - A. The ATC will assume responsibility for care and prevention of athletic injuries for the athletic program in the School District.

In order to care for athletic injuries, the ATC will:

1. Render first aid;
2. Make routine observations at the practice fields and be present for hazardous play (*games, scrimmages, etc*);
3. Render decisions on the playing status of players injured in the games, practices, or scrimmages for the benefit of the athlete as an individual;
4. Maintain records of injuries and treatment of same;
5. Provide first aid equipment and/or coverage for visiting team.

In order to prevent injuries, the ATC will:

1. Assist the coaching staff in selection and fitting of equipment;
2. Remove hazards from playing surface, locker room, and other areas used by athletes;
3. Design and supervise conditioning and fitness programs for all athletes;
4. Supervise practice sessions to ensure that athletes are not endangered by practice aids, climate, length of sessions, dangerous or improper techniques, and any other situations as deemed necessary;

5. Be well informed of the rules and basic tactics of athletic events;
 6. Assist coaches in planning of practice sessions and other activities;
 7. The ATC shall have the authority to overrule any coach in matters pertaining to the safety and well being of the student athletes of the School District, in consultation with team/family physician and athletic director.
- B. The ATC shall act as a liaison between the attending physician or referring physician and the coach.
 - C. The ATC shall conduct treatment and rehabilitation of injures as prescribed by the attending physician or referring physician.
 - D. The ATC shall make himself/herself available to the Board of School Directors on matters concerning the safety and well being of the student-athlete.
 - E. The ATC shall establish and maintain a training room in a central location, so that all athletes may receive treatment in an equal and fair manner.
 - F. The final decision on whether or not an athlete may return to competition will be made by the ATC in consultation with the attending or referring physician.
 - G. The ATC will be directly responsible to the athletic director, the high school principal, and the attending physician.
 - H. The ATC will be certified by the *National Athletic Trainers Association (NATA)* and licensed by the *Commonwealth of Pennsylvania* as is applicable.
 - I. The ATC will use methods accepted by his profession to prevent new injuries or protect old injuries. These methods include: taping, special padding, special equipment, flexibility, conditioning, and other techniques.
 - J. The ATC shall prepare an annual budget and assist in the purchase of materials related to the care and prevention of athletic injuries. The budget will be submitted to the athletic director.
 - K. The ATC shall assume any other duties or responsibilities the athletic director, the high school principal, or attending physician may deem necessary within the scope of athletic training.
 - L. The ATC must recognize that although success in competition is desirable, it is not an end that must be achieved at all costs. The ATC shall be primarily concerned with the safety and well being of each individual athlete and not with winning or losing.
 - M. Fall season coverage, beginning with the start of pre-season camp at the high school, is provided on a daily basis for practice. With the start of school, Athletic Training Room hours will begin at 2:00 p.m. weekdays with weekend hours as necessary. The ATC will remain onsite until all scheduled activities are complete. Game coverage is provided for varsity and junior varsity football both home and away, home junior high football events, and boys/girls soccer home events. Coverage will be provided until each sport is completed including play-offs.

- N. Winter season coverage begins with the commencement of pre-season practice. Coverage is provided on a daily basis beginning at 2:00 p.m. and the ATC will remain onsite until the completion of all scheduled activities. Game coverage is provided for boys/girls basketball home events, and home wrestling events. Coverage will be provided until each sport is completed including play-offs.
- O. Spring season coverage begins with the commencement of pre-season practice. Coverage is provided on a daily basis beginning at 2:00 p.m. and the ATC will remain onsite until the completion of all scheduled activities. Game coverage will be provided for girls softball, boys baseball and girls/boys track. Coverage will be provided until each sport is completed including play-offs.
- P. Coverage of J.V.L. Junior High Track Meet when Plum is the host school. Coverage of additional Junior High home athletic events as requested by the High School/Junior High School Athletic Directors, such as 7th/8th grade football, wrestling.
- Q. Priority of coverage is determined by Risk of Injury/Exposure Rates (*collision vs contact vs non-contact*) in consultation with the Athletic Director. With the exception of Varsity and Junior Varsity Football, home events take precedence over Away events. Varsity sports take priority over Non-Varsity sports due to the increased intensity of competition.

Priority of coverage is as follows:

Fall	Winter	Spring
Football	Wrestling	Boys/Girls Track
Boys/Girls Soccer	Boys/Girls Basketball	Baseball
Girls volleyball		Softball
		Boys volleyball

On-site coverage of additional boys/girls athletic events with priority being determined by the Athletic Director considering the sport involved, risk of injury, and concurrent practices/games.

- 2. The Contractor will submit a certificate of insurance to the District for professional and liability insurance on the ATC that will provide a minimum of \$1,000,000 coverage.
- 3. The District will make every attempt to provide the ATC with adequate facilities and supplies to perform his/her duties.
- 4. The Contractor will assign only ATCs who are acceptable to the District. If the District feels that any individual is not acceptable, the Contractor shall replace that individual with an acceptable ATC within 21 days of written notice by the District.
- 5. It is understood, agreed, and the Parties hereby stipulate that Contractor, while engaged in performing services and complying with any of the terms and conditions of this Agreement, is an independent Contractor and is not an officer, agent or employee of the District. Neither the Contractor, nor any employee, ATC or agent of the Contractor, will be considered an employee or agent of the District at any time, under any circumstances, for any purpose. The District's exercise of its right as set forth in this Agreement, including but not limited to Sections 4, shall in no way whatsoever be construed or implied as creating an employer/employee relationship between itself and Contractor's ATC and/or employees. Contractor agrees to indemnify, defend and hold harmless the District against all claims, damages, losses, or penalties resulting from any judicial, administrative or other determination that any employee of Contractor is an employee or agent of the District.

6. Contractor agrees not to assign this Agreement without the prior written consent of the District. Consent may be withheld for any reason, or be granted upon such terms and conditions the District in its sole discretion may require as a condition thereto. An assignment for the benefit of creditors or the filing of a bankruptcy or appointment of a receiver shall likewise be cause for termination, at the option of the District.
7. This agreement may be terminated by either party by providing 30 days written notice to the other party. Such notice shall be sent via certified mail, return receipt requested.

Agreed to this 1st day of July 2011, by the authorized representative of each party.

Plum School District

East Suburban Sports Medicine Center, Ltd.

Attest

ANGELO:PLUM.CONTRACT.ATC 2013.2018 FULLTIME