

## AGREEMENT

This agreement, made between Stephen E. Tolly MPT, MS, ATC, 2468 Morrcrest Dr., Corning, New York, 14830, and the Elmira Heights School District, Robinwood Avenue, Elmira Heights, New York, 14903, (hereafter “school district”) is for the purpose of providing coverage of the scheduled varsity and modified football games at the Thomas A. Edison High School.

### STEPHEN E. TOLLY’S RESPONSIBILITIES

1. As a Certified Athletic Trainer, under the supervision of Dr. Matthew Brand, credentialed in accordance with Section 135.4 of the NYS Education Law, to provide on-site, on-going coverage for all designated home and away varsity, home modified and all home and away post-season football games of the 2012-2013 school year. Evidence of credentialing will be provided at the written request of the school district.
2. Stephen E. Tolly shall maintain a general liability insurance policy satisfactory to the Elmira Heights School District in the amount of One Million Dollars (\$1,000,000) to Three Million Dollars (\$3,000,000), which Stephen E. Tolly for any liability for the services herein to be performed. A certificate evidencing such coverage, and providing that such coverage shall not be cancelled without giving fifteen (15) days written notice to the school district, will be provided at the written request of the school district.
3. Stephen E. Tolly will provide:
  - a. Pre-game taping with supplies provided by the school.
  - b. On-field assessment of the injuries during warm-ups and games.
  - c. Basic emergency care of any injured athlete.
  - d. Referral to emergency department of the hospital of the athlete’s choice in case of accident or injury
  - e. Communication with family, coaching staff and physician in case of injury.
4. Stephen E. Tolly will submit a statement to the Elmira Heights School District at the end of the season for the total number of games covered.

## SCHOOL DISTRICT RESPONSIBILITIES

1. At the end of each football season, the school district will reimburse Stephen E. Tolly for each game covered. The reimbursement will be One hundred and Twenty Dollars (\$125.00) per game.
2. An ambulance will be available at the site of each home game to immediately transport an injured athlete if deemed necessary by the Certified Athletic Trainer.
3. The school district will supply expendable items such as ice, water, tape, pre-wrap, gauze pads, skin lubricant, etc., as required.

NOTWITHSTANDING any other provisions in the contract, Stephen E. Tolly remains responsible for insuring that all services provided pursuant to this contract comply with all pertinent provisions of the Federal, State, and Local Statutes, Rules and Regulations.

This agreement may be terminated or amended at the discretion of either party upon sixty days (60) notice to the other. Notice shall be written and mailed to the Athletic Director of the Elmira Heights School District or to Stephen E. Tolly.

ELMIRA HEIGHTS SCHOOL DISTRICT

STEPHEN E. TOLLY