

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, by and between Bloomington High School South, 1965 S. Walnut, Bloomington, Indiana (“School”) and The Trustees of Indiana University on behalf of its athletics training program offered through the IU's Kinesiology Department (hereinafter, depending on context, "IU" or "Athletic Trainers").

WHEREAS, School participates in interscholastic athletic events as a member of the Indiana High School Athletic Association ("IHSAA");

WHEREAS, IU has established an approved professional program, accredited by the Accreditation Council of Graduate Medical Education, and other health and human services training programs, accredited by national agencies or professional certifying bodies and recognized by the United States government;

WHEREAS, it will benefit IU to provide a clinical experience and training for its students in sports medicine and athletic training;

WHEREAS, it will benefit the School to utilize the expertise of IU's Athletic Trainers to support the School's athletics programs;

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

1. Services Provided. IU will provide to School those services listed on Schedule A attached hereto and made a part hereof.

2. Compensation. School shall pay to IU the total sum of \$5,359, which sum shall be used to help fund stipends for the Athletic Trainers. Payment shall be made as follows:

- (a) The sum of \$2,680.00 dollars on or before December 31, 2009;
- (b) The balance of \$2,679.00 dollars on or before June 30, 2010.
- (c) An additional \$250.00 fee will be added to the December balance if proof of insurability in item #6 is not provided by September 30, 2009.

3. Records. School shall establish a medical record keeping system for its athletes, including the provision of office supplies, storage space, occasional clerical assistance, and maintenance of a secure area for records;

4. Equipment and Facilities. School shall purchase and properly maintain necessary equipment and supplies for training and participation in interscholastic athletics. School shall keep current its equipment inventory and shall maintain in safe condition its playing fields and practice areas.

5. Team Physician. School shall appoint a team physician who shall oversee the overall athletic training services performed by Athletic Trainers on behalf of School. The team physician shall be a qualified physician licensed to practice medicine in the State of Indiana and shall be responsible for all medical assistance provided to School athletes.

6. Insurance. IU shall instruct the student Athletic Trainers to obtain, for the term of this Agreement, their own Professional Liability Insurance covering all liability incurred by them that arises out of and during the course of each such Athletic Trainer's activities under the Terms of this Agreement, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate.

In addition, the School shall, at its sole cost and expense, obtain and maintain in full force and effect during the continuance of this Agreement, general liability and casualty insurance, issued by responsible insurance companies licensed to do business in the State of Indiana, with minimum limits sufficient to provide protection against claims brought against the School under the Indiana Tort Claims Act. IU's Athletic Trainer(s) shall be named as additional insureds on this policy and IU shall be furnished with a certificate of insurance, which certificate shall require notice to IU at least ten (10) days prior to cancellation of such policy. As set forth in Section 2 above, School agrees to pay IU an additional \$250.00 fee to the December balance if proof of insurability is not provided by the deadline set forth therein.

7. Term. The term of this Agreement is September 1, 2009, to June 7, 2010, provided, however, that it may be renewed for successive one-year periods by written agreement of the

parties at least thirty (30) days in advance of the expiration of the initial and renewal periods.

8. Notice. All notices and other communications given to a party under this Agreement shall be in writing and mailing by first-class mail, or delivered by hand to the party at its address set forth above.

9. Law Governing. This Agreement shall, in all respects be governed by the law of the State of Indiana and by the regulations of the IHSAA.

10. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties and may not be amended except by a writing signed by each of the parties.

(b) The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subject breach thereof.

(c) In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof, shall not be affected.

BLOOMINGTON HIGH SCHOOL SOUTH

By:_____

THE TRUSTEES OF INDIANA UNIVERSITY

By:_____

Schedule A

Schedule of Services

An IU Athletic Trainer will provide athletic training services to School athletes for the following practice sessions and home games:

1. Daily in School's training room coverage (2:30-5:00pm) from September 1, 2008 through November 26, 2008;
2. Home volleyball games;
3. Two home boys' and girls' cross country meets (9/16/08 and 9/30/08);
4. Home gymnastic meets (1/12/09, 1/20/09, 1/29/09, 1/31/09, 2/5/09);

School shall encourage visiting teams to provide their own athletic trainers while competing at School's facilities.

In addition, Athletic Trainers shall, upon request, prepare medical reports to be provided to the coach, parent, and physician, and shall supervise assigned high school student trainees.

The dates for services provided by the Athletic Trainers shall be in accordance with the IU's academic calendar. Coverage of events on holidays and school breaks are subject to separate negotiation by School and the individual Athletic Trainer in terms of scheduling and compensation; however, IU's provision of Professional Liability Coverage will apply.