

ATHLETIC TRAINER AGREEMENT

THIS AGREEMENT is made and entered into this 1st Day of August, 2021, by and between MercyOne New Hampton, 308 North Maple Avenue, New Hampton, Iowa, 50659 hereinafter called "HOSPITAL", and Board of Directors of the New Hampton Community School District, 710 W. Main Street, New Hampton, Iowa, 50659 hereinafter, called "SCHOOL",

WITNESSETH:

In consideration of the mutual agreements herein contained, the parties agree as follows:

1. **DUTIES OF HOSPITAL.** HOSPITAL agrees to provide services of an Athletic Trainer (a licensed physical therapist, licensed by the State of Iowa, or a certified athletic trainer, certified by the NATA Board of Certification) in accordance with the following general schedule of understanding.

- a. Trainer will be available to provide training services to athletes in grades 7-12 for approximately 2 hours per day, 2 days per week during the school year. Trainer services during the summer vacation period will be agreed to between Hospital and School. Practice coverage will be provided in MercyOne's Therapy Department or at the high school. During wrestling season, the trainer will evaluate wrestling practices twice a week. The costs of these "practice coverages" will be waived by the Hospital and will consider the waiver a donation to the New Hampton High School and/or the athletic booster club.
- b. Event coverage (e.g. games, meets, matches, etc.) will be available for the events listed below and other events upon request of the high school with a 2-week notice. The cost is \$25.00 (twenty-five dollars) per hour per Trainer with a \$50.00 (fifty-dollar) minimum per event.
 - All (home and away) high school football games (excluding away JV football unless otherwise requested)
 - Home middle school football games
 - Home high school conference volleyball games with football taking priority
 - Home high school cross-country meets
 - Home high school conference basketball games
 - Home high school wrestling meets
 - Home high school and middle school track meets
 - Home high school soccer games
- c. The athletic trainer would be available at other times in response to special needs of the high school coaches or athletes as needed at the hourly rate agreed upon.
- d. Hospital will maintain liability insurance coverage on the athletic trainer.
- e. These athletic trainer services would include evaluation for injuries, recommendations for exercise or physical measures for minor injuries; prompt referral for medical follow up and communications to families, coaches and healthcare providers. Unless specifically needed, visits with individual athletes will occur at the hospital or at the school in the presence of a coach or student team manager.
- f. The trainer will be medically supervised by a Hospital physician. The trainer does not substitute services for those of a physician. If a physician's services are deemed necessary, the trainer will advise the athlete and the athlete's family to schedule an

appointment with his/her physician. The trainer will facilitate quicker access to Hospital physicians, as necessary or desired.

2. **DUTIES OF THE SCHOOL.** SCHOOL agrees to meet with Trainer and agree upon a proposed schedule of events and also agrees as follows:

- a. School agrees to notify the athletic trainer with respect to any change in schedule, as School knows said change.
- b. School will provide 2 passes for trainer and family members to attend home events free of charge.
- c. Prominent display of Hospital promotional material including hospital advertisements at School events and other promotional materials to be agreed to by both parties.
- d. New Hampton High School will furnish appropriate space and supplies necessary to provide athletic training services.
- e. School will use Hospital-approved athletic trainers exclusively in the provision of services to student athletes.

3. **TERMS OF AGREEMENT.** This Agreement shall commence on the 1st day of August, 2021, and terminate on 31st day of July 2022. This Agreement may be sooner terminated upon the mutual consent of the parties or either party may terminate the Agreement upon thirty (30) days written notice to the other. This Agreement shall not be automatically extended from year to year.

4. **ENTIRE AGREEMENT.** This agreement constitutes the entire understanding of the parties. All prior negotiations and agreements between the parties, whether written or oral, are merged herein, and shall be of no force or effect.

5. **WAIVER.** A waiver by a party of a breach of any provision of this Agreement shall not be construed as a waiver of subsequent breach.

6. **EVALUATION AND AMENDMENT.** The parties agree to meet and evaluate the effectiveness of this service periodically as necessary. No amendment to this Agreement or modification of it shall be deemed effective unless executed in writing and signed by both parties.

MercyOne New Hampton (HOSPITAL)

By: _____
Aaron Flugum/CEO

New Hampton Community School District (SCHOOL)

By: _____
Jay Jurrens, Superintendent