

ATHLETIC TRAINER SERVICES AGREEMENT  
BETWEEN  
AVERA MARSHALL  
AND  
YELLOW MEDICINE EAST SCHOOL DISTRICT

This Athletic Trainer Services Agreement ("Agreement") is made the 1<sup>st</sup> day of March 2026, between Avera Marshall, located at 300 South Bruce Street, Marshall, Minnesota 56258 ("Avera"), and Yellow Medicine East School District, located at 450 9<sup>th</sup> Avenue, Granite Falls, Minnesota 56241 ("District").

WHEREAS, Avera employs athletic trainers licensed pursuant to the Minnesota Athletic Trainer Practice Act, Minnesota Statutes 148.7801 through 148.7815; and

WHEREAS, District sponsors athletic events for its high school students; and

WHEREAS, District is in need of state licensed athletic trainers to provide athletic training services at District's sporting events; and

WHEREAS, Avera is willing to provide athletic trainers at sporting events sponsored by District.

NOW THEREFORE, the parties agree as follows:

1. This is an exclusive Agreement with Avera for athletic training services and shall have a term of twelve (12) months, beginning on August 31, 2026, and ending on August 31, 2027. Avera shall have the right to renew this Agreement for an additional period of twelve (12) months by sending the District a notice before the expiration of this Agreement of Avera's desire to renew the Agreement. The exclusivity in this Agreement includes health care services for District's athletes beyond athletic training services unless the student or student's parents/guardians request that health care services be provided by a facility other than Avera.
2. District agrees to pay Avera a fee of \$20 per hour, not to exceed a total of 800 hours equaling \$16,000 for services provided by the athletic trainer. Avera agrees to bill District monthly for athletic trainer services provided during the term of this Agreement.
3. Avera agrees to provide at least one licensed athletic trainer for events and times mutually agreed to between the parties.
4. Athletic trainers employed by Avera will provide injury evaluations and treatments as requested and deemed suitable for each individual athlete, including concussion protocol testing. Treatments may not exceed the level of care and treatment permitted by Minnesota law.

5. Athletic trainers employed by Avera will not step on the playing area until signaled to do so by the officials or coaches.
6. Avera and District agree that the services to be rendered by Avera under the terms of this Agreement are the services of professionals working as an independent contractor and nothing under this Agreement is intended nor shall be construed to create between Avera and District an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship, or to allow District to exercise control or direction over the manner or method of treatment by which Avera's athletic trainers provide services that are the subject matter of this Agreement, provided that such services are rendered in a professional and competent manner in keeping with the policies and directives of Avera and District.
7. Avera agrees to maintain professional liability insurance, commonly referred to as "malpractice insurance," in the amount of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) annual aggregate during the term of this Agreement. Avera agrees to provide such malpractice insurance with coverage for its employed athletic trainers for any claims, arising from services provided pursuant to this Agreement.
8. It is understood by both parties that Avera's athletic trainers have no jurisdiction over athletes and cannot disqualify an athlete from participation. The athletic trainer will, if asked, make a recommendation regarding the athlete's ability to participate, risks involved or possible referral to a physician based on the findings during evaluation, but the athlete, coach and parent(s) may disregard the trainer's recommendation.

In addition, if weather or other conditions are such that the trainer believes it would be dangerous for the athletes to continue to participate in the athletic event, the District agrees to abide by the trainer's recommendation and if the District chooses not to abide by the trainer's recommendation, Avera and the trainer will be held harmless for any injuries that an athlete might suffer from such decision to ignore the athletic trainer's warning.

9. In the case of a claim against Avera for care or treatment rendered by an athletic trainer employed by Avera, the student's or District's health and liability coverage is primary. The District expressly agrees to indemnify and hold Avera harmless from any and all damages to persons or property or from any other claims, liabilities, costs or expenses (including attorney's fees), resulting from the acts or omissions, including default or negligence, of Avera, or its employees, principals, agents, successors or assigns arising from or as a result of the performance of this Agreement.

Avera hereby expressly agrees to indemnify and hold the District harmless from any and all damages to persons or property or from any other claims, liabilities, costs or expenses (including attorney's fees), resulting from the acts or omissions, including default or negligence of District, or its employees, principals, agents, successors or assigns arising from or as a result of the performance of this Agreement.

10. Avera's athletic trainers will be provided by District a satisfactory training room on the District's grounds, as well as supplies needed for athletes (e.g. tape, gauze, wrappings, etc.) at the sole cost of

the District. The athletic trainers will perform preventative taping or wrapping, but only if the needed supplies are provided by the District.

- 11. Avera's athletic trainers are not responsible for providing liquids for hydration or access to hydration liquids, or for setting up water coolers, bottles, etc. Individual teams, athletes or sponsoring organizers are responsible for water, Gatorade, sport drinks, etc.
- 12. District agrees to provide signage space for Avera to advertise its Sports Medicine Program at sporting events where the athletic trainers' services are being provided. District also agrees to announce over the public address system a message provided by Avera promoting its Sports Medicine prior to, during, and after each event where Avera's athletic trainer services are being provided.
- 13. Either party may terminate this Agreement, with or without cause, upon giving the other party at least sixty (60) day's prior written notice of intent to terminate this Agreement.

IN WITNESS WHEREOF, the parties signify their agreement to the terms and conditions above by signing below.

AVERA MARSHALL

SCHOOL DISTRICT

By: \_\_\_\_\_  
Debbie Streier

Its: Regional President & CEO

By: \_\_\_\_\_  
Rich Schneider

Its: Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Certificate Of Completion

Envelope Id: 3B70A3A4-34EF-4644-88BF-814B63AECB39

Status: Sent

Subject: Signature required for Contract 20030887

Source Envelope:

Document Pages: 4

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

Avera DocuSign

AutoNav: Enabled

3900 W. Avera Drive

Envelopeld Stamping: Enabled

Sioux Falls , SD 57108

Time Zone: (UTC-06:00) Central Time (US & Canada)

AveraDocuSign@avera.org

IP Address: 205.235.80.100

## Record Tracking

Status: Original

Holder: Avera DocuSign

Location: DocuSign

3/31/2026 | 08:43 AM

AveraDocuSign@avera.org

## Signer Events

### Signature

### Timestamp

Rich Schneider

rschneider@isd2190.org

YME Superintendent

Yellow Medicine East School District

Security Level: Email, Account Authentication  
(None)

Sent: 3/31/2026 | 08:44 AM

Viewed: 4/2/2026 | 11:12 AM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Debbie Streier

debbie.streier@avera.org

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

## Witness Events

### Signature

### Timestamp

## Notary Events

### Signature

### Timestamp

## Envelope Summary Events

### Status

### Timestamps

Envelope Sent

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3/31/2026 | 08:44 AM

## Payment Events

### Status

### Timestamps