

Minutes of the Delphos City School’s Board of Education Meeting:

Special Meeting September 18, 2023

The Board of Education of the Delphos City School District of Allen and Van Wert Counties of Ohio Met at 5:00PM on Monday in the Board of Education Office for a special Meeting with the roll call revealing the following members present: Becca Suever, Jamey Wisher, Tina Brinkman, Jason Grogg and Perry Wiltsie. Also present is Mr. Smelser, the athletic director.

The Board recited the pledge of Allegiance.

After much discussion Mr. Wiltsie moved for the adoption of Resolution 2023-7, the agreement between Delphos City Schools (the school) and Luke J. Koester & Jaclyn M. Pachuta (athletic trainers) for the athletic training services for the remainder of the 2023-24 school year.

WHEREAS, the school, desires certain athletic training services, including but not limited to, pre-game taping, game training supervision, fitness and medical assistance services performed in connection with the school’s athletic program.

WHEREAS, Athletic Trainers have agreed to perform such services on behalf of the school under terms and conditions as set forth in the Agreement. The School desires to retain and engage Athletic Trainers to provide personnel to perform such services upon terms and conditions hereinafter set forth.

NOW THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

- Description of Work: Athletic trainers agree to furnish trained health care personnel to perform all labor services as set forth in Exhibit A attached here to and to cause athletic trainers to attend those events as set forth in Exhibit B attached hereto.
- Contractor’s Duties and Responsibilities: During the term (as defined in Paragraph V.A. below) Athletic Trainers will attend the schools home Varsity athletic events throughout the school year. In addition, the Athletic Trainer shall travel to away Varsity tournament/playoff events (for the Contractor and school shall be given advance notice). In the event there are two home athletic events scheduled at the same time, the Athletic Director for the school will decide, and notify athletic trainers and school in advance, whether athletic trainer shall divide his/her time between the athletic events or whether the athletic trainer shall only attend one of the events, or whether a second trainer is needed for coverage. When the athletic trainer is attending school athletic events, the athletic trainer will not be available at the training room of the school, and the school shall not be requested to provide additional athletic trainer at the athletic training facility for such period of time. The parties understand and recognize that the position of athletic trainer is a part time position as independent contractor.
- School’ Duties and Responsibilities: During the term, the school shall be responsible for providing those items as listed on Exhibit C attached here to as may be amended from time to time and shall be responsible for all costs and expenses connected to this coverage.
 - To provide an area to perform services (herein referred to as the athletic training facility) set forth in this contract and to provide all necessary and required supplies and equipment.
 - Facilitate communication and flexibility between the school, coaches, and athletic trainers.
 - Designate and individual to directly monitor and evaluate compliance of the contractor.
- Compensation: For all services rendered by the contractor pursuant to this agreement, the school shall pay the contractor compensation in the amounts and by the dates set forth on Exhibit D attached hereto.
- Term and Termination: The term of this agreement shall be for the remainder of the 2023-24 school year commencing 9/19/2023 and ending 5/30/2024 unless otherwise terminated by either party in accordance with paragraph V.B below.
- Independent Contractor: It is hereby understood and agreed that the athletic trainers, in performing the services pursuant to this agreement, is acting in the capacity of a Delphos City Schools Employee.
- Insurance: During the term, Delphos City Schools agree to carry worker’s compensation and professional liability insurance coverage. All such insurance coverage shall be underwritten by insurance companies authorized to do business in the State of Ohio. The amount of professional liability insurance coverage maintained by the company shall be as least one million dollars per event and three million dollars in the aggregate.
- Entire Agreement, No modification: This agreement contains the entire understanding between the parties hereto and supersedes all prior agreements, understandings, representations, warranties and/or covenants, whether written or oral, between the parties regarding the subject matter. This agreement may not be changed, amended, or modified except by written instrument executives by both of the parties to the agreement.
- Governing Law: This agreement shall be governed by, construed and enforced in accordance with the laws of the state of Ohio. Any suit or action filed to enforce or contest any provision of this agreement, or the obligations imposed shall be brought and prosecuted in a court of competent jurisdiction sitting in the State of Ohio.

Mrs. Brinkman seconded the motion.
Wiltsie – Yes Brinkman– Yes Grogg – Yes Wisher – Yes Suever – Yes

At 5:33p.m.
Mr. Wilsie moved and Mr. Wisher seconded that the meeting be adjourned.
Wiltsie – Yes Wisher – Yes Brinkman– Yes Grogg – Yes Suever – Yes