

BUCYRUS CITY SCHOOLS **WELLNESS/FITNESS COORDINATOR**

Wellness/Fitness Coordinator Agreement

THIS AGREEMENT entered into on _____, by and between the BUCYRUS CITY SCHOOLS DISTRICT BOARD OF EDUCATION (hereinafter referred to as the “school Board”), and Mohican Sports Medicine & Rehabilitation, LLC (hereinafter referred to as MSM). The parties desire to cooperate with each other and to have MSM develop a wellness/fitness program for the employees of the Bucyrus City School District with a major emphasis on fitness and weight reduction. By this Agreement, and subject to the conditions herein, the School Board and the MSM agree that MSM shall manage and operate the “Wellness/Fitness Program”,

PREAMBLE

Each party brings to this Agreement a desire to provide wellness activities and programs. The parties desire to set forth in this Agreement the basis upon which the costs and benefits of this cooperative enterprise will be shared. As many specifics as possible regarding the relationship by and between the parties have been set forth herein.

WHEREAS, the School Board and MSM recognize the school district’s need for a Wellness/Fitness Program to serve the educational, competitive, recreational and other school district needs; and

WHEREAS, the School Board owns the land and building upon which the Wellness/Fitness Center exists; and

WHEREAS, the School Board and MSM are each fully supportive of and committed to a Wellness/Fitness Program to serve the existing and future needs of the Bucyrus City Schools faculty/students; and

WHEREAS, the School Board desires to have MSM manage the proposed Wellness/Fitness Program;

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements hereinafter contained, the School Board hereby retains the

services of MSM to manage and operate the proposed Wellness/Fitness Program during noted hours, upon the following terms, covenants and conditions;

Section 1. Description of Property to be Managed

The property to be managed and operated by the Bucyrus City Schools consists of the existing Wellness/Fitness Center at 900 W. Perry St., Bucyrus, Crawford County, Ohio. Any equipment provided by MSM shall remain the property of MSM. A schedule will be worked out amongst the school board and MSM.

Section 2. Definitions

MSM means, where appropriate, its' owners, employees.

"Staff" means, the employees of the School Board or MSM, as applicable.

Section 3. Term of Agreement

The term of this Agreement shall commence on **October 1, 2021 and end on September 30, 2022.** The agreement shall automatically be renewed for an additional one-year term unless, at least 90 days prior to the end of the initial or any subsequent one-year term, either party gives to the other party written notice of non-renewal of this Agreement.

Section 4. Termination of Agreement Prior to Expiration of Term

This Agreement may be terminated prior to the expiration of its term:

- a) By agreement of all parties in writing;
- b) By either upon the other's default in performing any of the obligations required of such party by this agreement. The complaining party shall give written notice, sent via US mail, certified return receipt requested, to the party in default specifying the default and stating that the agreement will be terminated if the default is not cured within 60 (sixty) days after receipt of the written notice of default. If such default is not cured within the 60 day period, then the Agreement may be terminated upon the affirmative vote of the School Board, if the School Board provided the note of default, or the governing board of MSM, if MSM provided the notice, at least seven days after the expiration of the 60 (sixty) day notice period.

SECTION 5. Operating Relationship

The owners of MSM have provided physical, occupational and athletic training services in multiple settings/arenas. They have also designed and carried out diverse educational, competitive, and wellness/fitness programs over the years. Subject to the provisions of Sections 5(b), MSM shall schedule the Wellness/Fitness Program activities and programs in the Wellness Center after first determining the needs of the Bucyrus City Schools. For all purposes (including but not limited to employee compensation and benefits), all MSM staff shall be and remain employees of MSM and shall not be considered employees of the Bucyrus City Schools or School Board. The School Board shall be responsible for the upkeep and maintenance of the facilities.

- a) The following guidelines shall apply and govern the relationship of the parties in the use and operation of the facilities:
 - 1) The School Board shall have specific times regarding use of the Wellness

- Center for its activities and programs (as provided in Section 5b)
- 2) While there will be specific times for use of the Wellness Center for MSM activities and programs and other specified times for use of the Wellness Center for School Board programs, generally speaking, the agreement and the design of the facilities contemplates simultaneous, non-exclusive use of the facilities. Both parties will work together to resolve these issues.
- b) The School Board shall have first priority to schedule use of the Wellness Center for physical educational programs instructed and supervised by Bucyrus City Schools' staff, and for interscholastic sports activities conducted by the Bucyrus City Schools staff.
- c) Other than as provided in subsection 5(b), **MSM shall use, manage and operate the Wellness/Fitness Program and staff and oversee all activities and programs conducted therein during the following hours: Monday thru Thursday from 3:10p.m. to 5:30p.m.,** with variances possible due to staff/student availability.

Section 6. Expenses of Operation

- a) Operating Expenses.
All utility services provided to the Wellness Center, including but not limited to electric, gas, water, custodial work, and sewer services, shall be the responsibility of the School Board.
- b) MSM and School Board shall operate the Wellness Center in compliance with all laws and regulations that may apply to the School Board and MSM from time to time during the term of this Agreement. School Board shall keep the exercise equipment in the Wellness Center in good order and repair, reasonable wear, tear accepted; The School Board shall keep all components of the facilities in good order and repair, reasonable wear, tear accepted.
- c) Compensation for MSM to manage the Wellness/Fitness Program shall be \$25,000.00, payable in 4 quarterly payments of \$6250.00 each.

SECTION 7. Liability Insurance and Waiver of Fire Legal Liability

Each party shall obtain and keep in force during the term of this agreement comprehensive, general liability insurance in the combined single limit of not less than \$1,000,000 (including but not limited to personal injury liability, blanket contractual liability, products liability). Each party mutually covenants and agrees to waive its right, as well as the rights of its' subrogates, of recovery for the loss or damage to each party's property whatsoever (including but not limited to any building and related improvements, fixtures or equipment) because of fire, explosion or any other cause.

SECTION 8. Miscellaneous

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement may be amended only by an agreement in writing signed by the duly authorized representatives of both parties. The terms and provisions of this Agreement shall extend to and be binding upon the successors in interest of the respective parties hereto. This

Agreement and the rights and obligations of the respective parties shall not be assignable without the express written consent of all parties, which consent shall not be unreasonably withheld.

In witness whereof, the parties have caused this Agreement to be executed in duplicate by their duly authorized officers as of the day and the year first written above.

BUCYRUS CITY SCHOOLS
DISTRICT BOARD of EDUCATION

MOHICAN SPORTS MEDICINE
REHABILITATION

Superintendent
Date: _____

Timothy Plumley, PT, CSCS
Date: _____