

Table of Contents

8.8.2022 BOE Mtg. Agenda Addendum

Bus Lease Agreement

Nightfall Entertainment Agreement

Amendment to Prof. Services Agreement (Holabird & Root)

Total Education Solutions Agreement

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING

MONDAY, AUGUST 8, 2022, 7:00 P.M.

JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA ADDENDUM

VII. Administrative Items

A. Personnel Consent Items

2. Employments

b) Non-teaching Employees

- (7) David Maggio
- (8) Courtney Sadler
- (9) Jerri Shultz
- (10) Aerial Watson

d) Certified Substitutes

- (3) Alex Mangano
- (4) Brooke Richards

e) Supplemental Contracts

- (76) Mike Schmeltzer, Reserve Baseball Coach
- (77) Mary Beth Baxley, WHS Play
- (78) Brianne Pernod, WHS Play
- (79) Laura Nagy, Valley View RTI Chair
- (80) Kelly Osterhouse, Valley View RTI Member
- (81) Katherine Wolf, Valley View RTI Member
- (82) Phil Seenes, Valley View Crossing Guard Supervisor (50%)
- (83) Janee Oktela, Valley View Crossing Guard Supervisor (50%)
- (84) Katherine Wolf, Valley View Student Council Advisor
- (85) Janee Oktela, Valley View Bus Ramp Duty
- (86) Lisa Owens, Valley View Science/STEM Club Advisor
- (87) Joy Love, Valley View Chess Club Advisor

f) Band Chaperones

- (23) Alicia Pitts

B. Action Consent Items

30. Recommendation to approve the Bus Lease Agreement between the Barberton City School District Board of Education and the Wadsworth City School District Board of Education for the period of August 15 through September 30, 2022
31. Recommendation to approve the Nightfall Entertainment, LLC Business Agreement
32. Recommendation to set the adult breakfast price at \$2.20 and the adult lunch price at \$4.55 for the 2022-2023 school year
33. Recommendation to approve the Amendment to the Professional Services Agreement between Holabird & Root/bshm Architects, Inc. and the Wadsworth City School District Board of Education
34. Recommendation to approve the Consultant Agreement between Total Education Solutions and the Wadsworth City School District Board of Education for the period of July 1, 2022 through June 30, 2023

Agenda Detail

VIII. Administrative Items

A. Personnel Consent Items

2. Employments

b) Non-teaching Employees

- (7) David Maggio:** Mr. Maggio is being recommended to fill the Central Intermediate School special education aide position left open when Ms. Lanni Mynks moved to another position within the district.
- (8) Courtney Sadler:** Ms. Sadler is being recommended to fill the Lincoln Elementary School playground aide position that was left open when Ms. Debbie Crites moved to another position within the district.
- (9) Jerri Shultz:** Ms. Shultz is being recommended to fill the Overlook Elementary School cafeteria helper position that was left open when Ms. Angela Carretta moved to another position within the district.
- (10) Aerial Watson:** Ms. Watson is being recommended to fill the custodian III float position that was left open when Ms. Brandi Hall moved to another position within the district.

B. Action Consent Items

- 30. Bus Lease Agreement:** The Bus Lease Agreement between the Barberton City School District Board of Education and the Wadsworth City School District Board of Education for the period of August 15 through September 30, 2022 being recommended for approval will allow the Barberton City School District to borrow one (1) of our handicap-accessible buses while their bus is repaired.
- 31. Nightfall Entertainment Agreement:** The Nightfall Entertainment, LLC Business Agreement being recommended for approval is for DJ services for the October 8 Wadsworth High School homecoming dance.
- 32. Adult Breakfast and Lunch Pricing for the 2022-2023 School Year:** The adult breakfast price of \$2.20 and the adult lunch price of \$4.55 being recommended for the 2022-2023 school year are required to meet the minimal price allowed per Sections 4 and 11 of the National School Lunch Act and Section 4 of the federal Child Nutrition Act.
- 33. Amendment to the Professional Services Agreement:** The Amendment to the Professional Services Agreement between Holabird & Root/bshm Architects, Inc. and the Wadsworth City School District Board of Education being recommended for approval details the members of the consulting team and pricing for supplemental services.
- 34. Total Education Solutions Consultant Agreement:** The Consultant Agreement between Total Education Solutions and the Wadsworth City School District Board of Education for the period of July 1, 2022 through June 30, 2023 being recommended for approval is necessary for a student who has been placed at Total Education Solutions for the 2022-2023 school year, per the student's individual education program (IEP).



524 Broad Street
Wadsworth Ohio 44281

Phone: 330-336-3571
Fax: 330-336-6811

**BARBERTON CITY SCHOOL DISTRICT and WADSWORTH CITY SCHOOL DISTRICT
BUS LEASE AGREEMENT**

The Barberton City School District (herein "BCSD") and the Wadsworth City School District (herein "WCSD") enter into an agreement whereas BCSD agrees to lease one handicap accessible school bus from WCSD for the period August 15, 2022 – September 30, 2022.

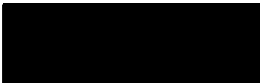
Under the terms of the agreement, BCSD agrees to add WCSD as an additional named insured to their fleet insurance policy. BCSD will hold the primary coverage for Bus #19 during the term of the lease for both liability and physical damage. BCSD will provide WCSD with a certificate of liability insurance that shows WCSD added and that BCSD insurance is primary.

Term of the lease can be extended upon mutual agreement of both parties. Lease can be terminated within 24 hours advance notice by either party.

Additional terms of the lease include but are not limited to:

VALUE OF LEASE:	\$1.00
TERM:	8/15/2022 – 9/30/2022
WCSD BUS NO.:	19
BUS PASSENGER RATING:	27
BUS YEAR:	2004
BUS STATE ID NO.:	1775
BUS MODEL:	BLUE BIRD
ORIGINAL COST:	\$67,750
VIN NO.:	1BABKCKA64F218869

Signed:



Douglas D. Beeman, Treasurer
Wadsworth City Schools

Craig McKendry, Treasurer
Barberton City Schools

Nightfall Entertainment, LLC Business Agreement

Effective Date 8/8/22
Performance Date 10/8/22

Nightfall Entertainment, LLC & Client Wadsworth City Schools and _____
1468 Forrest Drive Address 524 Broad St.
Barberton, Ohio 44203 City Wadsworth State OH Zip Code 44281
(330)232-4939 Phone (330) 335-1400 or (_____) _____
Dj3Shades@Gmail.com Email (optional) kdavis@wadsworthschools.org

Location Wadsworth HS
Address 625 Broad St.
City Wadsworth State OH Zip 44281
Site Telephone 330-335-1400 ext 21802
Performance Hours <Start Time> 8:00 PM <End Time> 10:30 PM

The total amount for DJ service is \$ 2650.00
A \$100.00 deposit is due at the signing of this contract to hereby bind the terms of this contract.
Any deposit that is received is NON-REFUNDABLE.

The balance of \$ N/A will be due on ____/____/____, prior to the engagement.

Both parties entering into this Agreement shall be permanently bound to fulfill the obligations unless one of the following conditions applies:

1. Both parties mutually agree to rescind this Agreement and all its responsibilities.
2. The above-described event is completely cancelled and a minimum of 45 days notice is given (original deposit is non-refundable but any additional payment may be refunded.)

If the above mentioned DJ is unable to provide DJ services due to complications beyond their control, a suitable replacement will be provided at no more than the original quoted price that is mutually hereby agreed upon.

Any and all information or details shall be communicated before 5 DAYS prior to the event.

The DJ shall not be liable for any incidental or unforeseen damages and in no case shall any damages exceed the total amount of this contract.

Client Signature _____ Date ____/____/____

DJ Signature _____ Date ____/____/____



AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Wadsworth City School District New
Intermediate School

AGREEMENT INFORMATION:
Date: February 3, 2021

AMENDMENT INFORMATION:
Amendment Number: 001

Date: August 8, 2022

OWNER: *(name and address)*
Wadsworth City School District
524 Broad St.
Wadsworth, OH 44281

ARCHITECT: *(name and address)*
Holabird & Root LLC
140 Dearborn, 5th Floor
Chicago, IL 60603

The Owner and Architect amend the Agreement as follows:

The Owner-Architect Agreement provided that the Architect would perform certain consulting services as part of the base contract price and procure other consulting services as a Supplemental Service under the Agreement. The parties agreed to amend the Agreement after the Architect had identified the consultants and determined pricing for those that would be procured as Supplemental Services. Therefore, the following sets forth the Parties agreement as to the identity of the base consultants, who will perform as subconsultants to the Architect as part of the Architect's fee for Basic Services, and the identity of the supplemental services consultants, who will perform as subconsultants to the Architect as a Supplemental Service, with the corresponding fee for each subconsultant.

I. Base Consulting Team: Services to be Performed as part of Basic Services

- Architecture Programming Planning Educational Planning Design Project Management - Holabird
- FFE Design Selection Specifications - Holabird
- Interior Design - Holabird
- Architecture Consulting with Holabird in the CA Phase - BSHM
- MEPFP Engineer - Thorson Baker Associates
- Structural Engineering - Studio NYL
- Civil Engineering - Thorson Baker Associates
- Technology - Thorson Baker Associates
- Food Service Design - Trimark SS Kemp
- Landscape Architecture - Holabird
- Specifications - Architech Consulting

II. Supplemental Services: Services to be Performed as Supplemental Services at the Price listed for each

- Theater Designer - Schuler Shook Fee \$145,000
- Acoustical Engineering Specialty Learning Spaces - Threshold Acoustics Fee \$44,500
- Traffic Engineer - TMS Fee \$28,790
- Land Survey - DEI Fee \$28,000
- Geotechnical Testing - PSI Intertek Fee \$17,230
- Electrical Primary Metering if required - Thorson Baker Associates Fee \$14,800
- Commissioning for LEED - Stan Associates Fee Not to Exceed \$120,000. Final fee to be negotiated that is not to exceed \$120,000. If final fee exceeds \$120,000, a change order must be approved by the Owner authorizing any additional fee beyond \$120,000.00. The Architect is responsible for presenting the Owner with a timely proposed change order if needed prior to incurring additional obligations.
- Construction Testing and Balancing - Fee Not to Exceed \$300,000. Final fee to be negotiated that is not to exceed \$300,000. If final fee exceeds \$300,000, a change order must be approved by the Owner authorizing any additional fee beyond \$300,000.00. The Architect is responsible for presenting the Owner with a timely proposed change order if needed prior to incurring additional obligations.

Architect is responsible for the work of all subconsultants on the Project. Absent a written Amendment signed by the Owner, the Owner is not liable for Supplemental Service Consulting fees or expenses except as set forth above. Any changes to the

Supplemental Services scopes or fees must be approved by the Owner in writing, in advance. Architect to make all such proposals for changes in scope or fees in writing to the Owner in a timely manner.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

No compensation adjustment for Items in I. Compensation adjustments for Items in II are set forth above. Architect will include that portion of the Supplemental Services Consultant's fee in the Architect's monthly bill on a percent complete basis as provided in Sections 11.4-11.6 of the Agreement.

Schedule Adjustment:

No schedule adjustment.

SIGNATURES:

ARCHITECT (*Firm name*)

OWNER (*Firm name*)

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE



CONSULTANT AGREEMENT

This Consultant Agreement (“Agreement”) is entered into this July 1, 2022 (the “Effective Date”) by and between Total Education Solutions (“TES”) and Wadsworth City School District, with reference to the following facts:

A. TES engages in the business of provision of program and management services to for-profit and non-profit social service agencies.

B. TES will provide special education services, one on one assistant, therapeutic services as well as direct services per student as requested.

In consideration of the promises and the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. COMMENCEMENT DATE AND TERM

This agreement shall commence on July 1, 2022 and continue until June 30, 2023 unless sooner terminated as provided in Section 5 below.

2. SCOPE OF SERVICES

TES agrees to provide consulting services with respect to the Project. Such services shall include all of the services and functions set forth on Exhibit “A” (Services). All Services shall be performed by TES and at the expense of Wadsworth City Schools. Any additional charges must first be approved by Wadsworth City Schools.

(a) TES represents and warrants that staff meet the qualifications of the Ohio Department of Education as well as OT/PT Board, ASHA and the Ohio Psychology Board.

b) TES expressly acknowledges and agrees that any documents or materials developed by or on behalf of school district and in the course of fulfilling TES’s obligations hereunder the terms of this Agreement shall remain the property of TES and may not be used by the school district for any purpose other than fulfilling TES’s Obligations under this Agreement. Upon the earlier of cessation of work for TES or expiration of termination for any reason of this Agreement, shall promptly return to TES all materials prepared by Consultant in the course of providing the Services in Contractor’s actual or constructive possession and/or those materials which relate to the Project.

3. COMPENSATION AND METHOD OF PAYMENT

In consideration for the Services, Wadsworth City School District agrees to compensate TES in the amount and manner set forth on Exhibit “B” (Compensation for Services).

4. INSURANCE

Both parties (School District and TES) shall maintain throughout the term hereof, and all renewals and extensions hereof:

(a) General liability insurance covering all activities of TES in performance of Consultant's obligations under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) for any incident, and Three Million Dollars (\$3,000,000) annual aggregate.

(b) Worker's compensation insurance will be covered through TES.

5. TERMINATION

Either party may terminate this Agreement without cause, at any time, upon not less than thirty (30) days prior written notice.

6. INDEPENDENT CONTRACTORS

The parties hereto acknowledge and agree that the relationship created between TES and School District as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and worker's compensation insurance with respect to all personnel employed or contracted by such parties. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. CONFIDENTIALITY AND SOLICITATION

School District acknowledges that TES's independent contractors and employees are valuable and unique assets of TES's business, with special knowledge of TES's professional and trade secrets and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the (a) non-public preferences and policies, methods of and skills in negotiating and making decisions, and particular professional and personal strengths, weakness and needs of TES and each of its employees and other agents, (b) the identity of and nonpublic preferences and policies of clients of TES. In light of these facts, Consultant agrees that during the term of this Agreement or at any time within twenty four (24) months after termination of this Agreement (or extensions or renewals thereof, whether or not amended or modified in any way), neither Consultant, nor any employee, independent contractor, partner or other agent of Consultant will:

a) Approach, suggest, intimate or otherwise initiate, directly or indirectly, any contact with any employee of TES regarding the possibility of employment or any other affiliation with School District;

b) Induce or attempt to induce any assigned client of TES to curtail or cancel its business with Company, or approach, suggest intimate or otherwise initiate directly or indirectly any contact with any assigned client of TES regarding the possibility of performing, directly or indirectly, services for such assigned client which are similar to the services provided by TES; or

8. MISCELLANEOUS

a) No Third Party Beneficiaries. The parties intend that the benefits of this Agreement shall inure only to TES and Client and not to any third person.

b) Entire Agreement. This Agreement, together with all appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other and prior agreements on the same subject, whether written or oral, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof.

c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. School District's services may not be delegated by Consultant without the express prior written consent of TES, provided that Consultant may, at Consultant's sole expense, employ or retain the services of such other person(s) and/or entity(ies) to aid or assist Consultant in the proper performance of Consultant's duties under this

Agreement. As used in this Agreement, the term "Consultant" shall also include any and all such person(s) employed, engaged and/or retained by Consultant, as applicable.

d) Counterparts. This Agreement, and any amendments thereto, may be executed in counterparts, each of which shall constitute an original document, but which together shall constitute one and the same instrument.

e) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not effect in any way the meaning or interpretation of this Agreement.

f) Notices. Any notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon personal delivery or delivery by electronic facsimile; twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to TES: Total Education Solutions
 3428 W. Market St.
 Fairlawn, Ohio 44333
 Attention: Tawnia Novak
 Telephone: 330-668-4041

If to Client: Wadsworth City School District
 524 Broad Street
 Wadsworth, OH 44281
 Attention: Joyce Walker
 Telephone: 330-335-1316

g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

h) Amendment. This Agreement may be amended at any time by agreement of the parties, provided that any amendment shall be in writing and executed by both parties.

i) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

j) Survivability. The provisions of paragraphs 2(b), 2(c), 6, 7, 8, and 9 shall survive termination of this Agreement.

k) Further Assurances. The parties shall take such actions and execute and deliver such further documentation as may reasonably be required in order to give effect to the transactions contemplated by this Agreement and the intentions of the parties hereto.

TOTAL EDUCATION SOLUTIONS, INC.,
a California corporation

By: _____
Tawnia R. Novak

By: _____
Printed Name: _____
Title: _____

TES to provide supervision, special education services, related services in accordance with the requirements of ODE.

Exhibit "B"

Compensation for TES Academy Services

July 1, 2022 – June 30, 2022 annual fee per student: \$86,564.00. This includes special education services, one on one aide, parent meetings, data collection, IEP writing, progress reporting and related services. Consultant must provide all materials and equipment necessary to perform such services if required by IEP team. In addition, BCBA services may be utilized at \$95 per hour, not to exceed \$9,880.00 per student. If student does not attend for summer months, the district will NOT be billed for that time.

(i) TES shall keep contemporaneous records of the time spent providing Services.

(ii) Within ten (10) business days of the last day of each month during the term of this Agreement, Consultant shall submit invoice for Services, accompanied by true and complete copies of the time records (including billing hour summaries) required by (i) above. Each invoice so delivered shall be due and payable in full to TES within thirty (30) calendar days, subject to paragraph (iii) below.

(iii) If TES has a bona fide, good faith dispute with respect to whether a particular Service identified in an invoice delivered by Consultant hereunder was actually provided in accordance with the terms of this Agreement, TES shall give written notice to school district describing such dispute in reasonable detail, within thirty (30) calendar days of the date of such invoice, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. TES and school district shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice. If such dispute cannot be resolved within such thirty (30) day period, TES shall have cause to terminate this Agreement on not less than ten (10) business days' notice.

ADDENDUM: Student [REDACTED] will begin attending TES Academy and will be receiving intensive ABA services starting on August 17, 2022. Costs will be prorated to reflect this start date. Intensive ABA services will continue until the team agrees that a less restrictive environment is appropriate. At that time, if the team feels it is appropriate, [REDACTED] may transition into a classroom at TES Academy or another school setting.