

Minutes of the Work Session Meeting of the Board of Education of the Hilliard City School District at Alton Darby Elementary on August 23, 2021.

A recording of the meeting has been made that accurately records the proceedings of the meeting and is deemed a part of the minutes. The recording is maintained by the treasurer's office, and members of the public can contact the Treasurer's Office at 614-921-7029 to access the recording.

The meeting was called to order at 6:30 pm.

ROLL CALL:	Mark Abate	Yea		
	Paul Lambert	Yea	<u> X </u>	Passed
	Nadia Long	Yea		
	Brian Perry	Yea	<u> </u>	Failed
	Lisa Whiting	Yea		

115-21 Superintendent recommended, Mr. Abate moved, and Mr. Lambert seconded that the Board of Education adopt the agenda as amended.

ROLL CALL:	Mark Abate	Yea		
	Paul Lambert	Yea	<u> X </u>	Passed
	Nadia Long	Yea		
	Brian Perry	Yea	<u> </u>	Failed
	Lisa Whiting	Yea		

Introduction – Hiliary Sloat

Commitment Plan – Sharee Wells

Bridge – Cori Kindl

Alton Darby Creek Campus – Cindy Teske/Paige Canale

116-21 Superintendent recommended, Mr. Abate moved and Mrs. Long seconded that the Board of Education adopt the approve the following resolution:

PURCHASED SERVICES AGREEMENT
(INDEPENDENT CONTRACTOR)

The Board of Education of the Tolles Career and Technical Center, (“Tolles”), the Board of Education of the Hilliard City School District (“Hilliard”), and Aramark Corporation (“Aramark”) (Hilliard and Aramark are collectively “Contractors”) hereby enter into an agreement for the provision of services as an independent contractor as follows:

1. ENGAGEMENT. Tolles engages Contractors as independent contractors for the performance of certain services, namely, to provide cafeteria services at Tolles during the Term and pursuant to the conditions set forth herein.

2. TERM. This Agreement is effective from August 16, 2021 to October 1, 2021. The Superintendents of Tolles and Hilliard may mutually agree in writing to extend this Agreement if necessary. Tolles may also terminate this Agreement whenever Tolles determines that the services of Hilliard and Aramark are no longer needed. Hilliard and Aramark may jointly terminate this Agreement at their option upon written notice to Tolles.

3. SERVICES AND PAYMENT. Tolles will compensate Hilliard for the Workers’ normal total cost rate for hours actually worked plus a 3% administrative fee. Hilliard shall assign one or two Workers, as Hilliard determines are available, to Tolles on school days during the Term. The Workers will report to Tolles between the hours of 8:30 AM to 1:30 PM, working five (5) hours per day. Workers will report to and be supervised by Ervin Baldwin, Facilities & Maintenance Supervisor, while at Tolles. Hilliard will select Workers from a pool of individuals within a pay range of between \$12 and \$15 per hour. These payments shall be payable without deduction, including no deduction for federal income, Social Security, or state income taxes. Tolles will not be responsible for any benefits for the Workers.

Insofar as Workers may have unsupervised access to a child on a regular basis, Workers may at any time be required to provide a set of fingerprints and be subjected to a criminal records check.

4. DUTIES. Contractors shall hold themselves available to render, and shall render at the request of Tolles, the services set forth in paragraph 1 above for the benefit of Tolles. Contractors shall devote such time as may be reasonably required to perform their duties under this Agreement. Contractors will maintain, for the duration of this Agreement, any certificate or license required by law to perform the services required by this Agreement. Should any Worker be deemed unacceptable by Tolles, Hilliard shall provide a different individual to serve as a Worker.

5. INDEPENDENT CONTRACTOR. In consideration of this Agreement, Contractors acknowledge, recognize, and define themselves as being independent contractors of Tolles and not an employee of Tolles. **Any claims to employee status are hereby waived.** Tolles shall carry no Workers’ Compensation insurance or any health or accident insurance to cover Contractors. Contractors shall not be a participant in any fringe benefits of Tolles, including pension or profit sharing plans, life insurance, paid vacations, or paid holidays. Tolles shall not pay any contribution to Social Security, STRS, SERS, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractors agree to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits for themselves and their employees, if any. Contractors shall determine the manner in which the work shall be performed

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and shall determine the specific procedures to be performed to render the services requested by Tolles. Contractors shall exercise independent professional judgment in the rendering of services for Tolles.

6. RISK. Contractors and their employees shall perform work under this Agreement at their own risk. Contractors assume any liability and secure insurance coverage related to any conduct of the Workers' while assigned to Tolles.

7. DISCLOSURE OF INFORMATION. Contractors and their employees shall not disclose or appropriate to their own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any secret or confidential information of Tolles of which they become informed during their relationship with Tolles, whether or not developed by Contractors, including, but not limited to, personally identifiable student information.

8. ENTIRE AGREEMENT AND RELEASES. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties. Each of the parties hereby releases and discharges the other from any and all obligations and liabilities previously existing or now existing by reason of any prior agreement or relationship, it being the intention of the parties that this Agreement shall supersede and be in lieu of any and all prior agreements or understandings between them.

9. AMENDMENT. This Agreement may be modified or amended if the amendment is in writing and signed by all parties.

10. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

11. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this Agreement.

12. APPLICABLE LAW. This Agreement shall be governed and construed in accordance with Ohio law.

ROLL CALL:	Mark Abate	Yea		
	Paul Lambert	Yea	<u> X </u>	Passed
	Nadia Long	Yea		
	Brian Perry	Yea	<u> </u>	Failed
	Lisa Whiting	Yea		

117-21 Superintendent recommended, Mr. Lambert moved and Mr. Perry seconded that subject to Board of Education Policy KJA, Section 7, the Board of Education approve the resolution to grant an exception to Policy KJA to allow literature and materials in support of official candidates for the Board of Education to be displayed, not distributed, only on vehicles and apparel during high school football games held on school grounds on August 27, 2021 (Hilliard Bradley vs. Hilliard Darby), September 10, 2021 (Hilliard Darby vs. Hilliard Davidson), October 1, 2021 (Hilliard Davidson vs. Hilliard Bradley). Literature may be distributed and displayed at the ISPTO Meet the Candidate event on September 29, 2021. All such literature and material shall otherwise comply with the guidelines in Policies KJA and KJA-R.

Motion by Mr. Lambert, 2nd by Mr. Perry to amend the resolution to the following:

that subject to Board of Education Policy KJA, Section 7, the Board of Education approve the resolution to grant an exception to Policy KJA to allow literature and materials in support of official candidates ~~for the Board of Education~~ to be displayed, not distributed, only on vehicles and apparel during high school football games held on school grounds ~~on August 27, 2021 (Hilliard Bradley vs. Hilliard Darby), September 10, 2021 (Hilliard Darby vs. Hilliard Davidson), October 1, 2021 (Hilliard Davidson vs. Hilliard Bradley).~~ Literature may be distributed and displayed at the ISPTO Meet the Candidate event on September 29, 2021. All such literature and material shall otherwise comply with the guidelines in Policies KJA and KJA-R.

Amendment defeated 3-2 see vote

ROLL CALL:	Mark Abate	No		
	Paul Lambert	Yea	<u> </u>	Passed
	Nadia Long	Yea		
	Brian Perry	No	<u> X </u>	Failed
	Lisa Whiting	No		

118-21 Motion by Mr. Abate, 2nd by Mr. Lambert to amend the resolution to the following: that subject to Board of Education Policy KJA, Section 7, the Board of Education approve the resolution to grant an exception to Policy KJA to allow literature and materials in support of official candidates for the Board of Education to be displayed, not distributed, only on vehicles and apparel during high school football games held on school grounds ~~on August 27, 2021 (Hilliard Bradley vs. Hilliard Darby), September 10, 2021 (Hilliard Darby vs. Hilliard Davidson), October 1, 2021 (Hilliard Davidson vs. Hilliard Bradley).~~ Literature may be distributed and displayed at the ISPTO Meet the Candidate event on September 29, 2021. All such literature and material shall otherwise comply with the guidelines in Policies KJA and KJA-R.

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Amendment passed 4-1 see vote

Vote on amended resolution 4-1

ROLL CALL:	Mark Abate	Yea	
	Paul Lambert	Yea	<u> X </u> Passed
	Nadia Long	Yea	
	Brian Perry	Yea	<u> </u> Failed
	Lisa Whiting	No	

Enrollment

Discussion Topics:

- a. COVID update
- b. Summer Projects
- c. Transportation
- d. Other Issues as deemed important

119-21 Mr. Abate moved, and Mr. Perry seconded that the Board of Education meeting is hereby adjourned.
Time: 8:04 pm.

ROLL CALL:	Mark Abate	Yea	
	Paul Lambert	Yea	<u> X </u> Passed
	Nadia Long	Yea	
	Brian Perry	Yea	<u> </u> Failed
	Lisa Whiting	Yea	

Attest:

Ms. Whiting, President

Mr. Wilson, Treasurer