The Board of Education met in regular session on December 16, 2020, in the Circleville City School Alumni Room, 388 Clark Drive, Circleville, Ohio at 6:00 p.m. President Tony Reeser called the meeting to order.

On roll call, the following members were present: Tony Reeser, Patty Rothe, Andrea Tipping, Jeff Burrow, and Chris Wagner

Mrs. Rothe gave the legislative report.

Superintendent, Jonathan Davis, presented his report to the Board.

Treasurer, Kristen Rhoads, presented her report to the Board.

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the Board adopted the agenda, as presented.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mr. Wagner, seconded by Mrs. Tipping, the Board approved the minutes as follows:
- November 18, 2020, as presented

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mrs. Rothe, seconded by Mr. Burrow, the Board approved the following personnel items:

**2020 - 2021 School Year**
- Heather Daugherty

  Substitute Cook
  Retroactive to: December 14, 2020

**Classified:**
- Misti Allen

Bus Driver - 7 hours per day
97 Day Contract
Hourly Rate: $16.50
Effective: January 1, 2021
• Renee King  
  Bus Driver  
  Move from 7 hours a day to 8 hours a day,  
  Effective: January 4th, 2021

• MacKenna Ford  
  Assistant to the Treasurer - Payroll  
  BA - 2 Years Experience  
  Exempt Staff Pay Scale  
  Effective: - January 1st, 2021

Supplementals:  
  • Andrea Downs  
    Beta Club-CES (Split Stipend)  
    Step: 1

          • Tammera Laughlin  
    Beta Club- CES (Split Stipend)  
    Step: 1

Resignations:  
  • Tyleah Alley  
    Assistant to the Treasurer - Payroll  
    Effective: January 14, 2021

          • Rebecca Bensonhaver  
    Bus Driver  
    Effective: December 18, 2020

Retirements:  
  • Julie Scherer  
    Teacher - CES Intervention Specialist  
    Effective: May 31, 2021

          • Harriet Barthelmas  
    Educational Aide - CES  
    Effective: May 31, 2021

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes
BOARD OF EDUCATION REGULAR MEETING
December 16, 2020

On a motion by Mrs. Tipping, seconded by Mr. Wagner, the board approved the contract with Purdue University Northwest for student teacher candidate placement, as presented.

School—University Partnerships

Definitions and Rationale
University-based initial education preparation has long relied on placing teacher candidates in schools for apprenticeship into professional practice prior to licensure. As we continue to learn and improve the preparation of future educators to meet the demands of schools, we have increased our reliance on professional practice as an integral, continuous, and embedded component in our preparation programs. In order for prospective educators to demonstrate proficiency in professional standards (InTASC Model Core Teaching Standards and Learning Progressions), universities need to partner with school-based educators in a collaborative manner to provide the learning opportunities and experiences that candidates need.

In an effort to provide these high-quality experiences for candidates, the School of Education and Counseling (SoEC) pursues multi-year partnerships with individual schools or districts of schools located within the same geographical region and often the same district that provide classroom opportunities and experiences that cross traditional boundaries (e.g., special education placements and general education placements). Unlike the placement of individual candidates with individual teachers, SoEC preparation programs seek to place groups of candidates in partnership schools to work with a variety of teachers and other staff. While in the school, candidates complete a range of planned learning activities that build the capacity of the candidate and the capacity of the school to improve learning for children and youth.

All partnership agreements are further supported by a formal district contract, which details the conditions under which SoEC candidates can be placed in district schools including compensation provided to districts. District contracts are executed with any district where a PNW candidate is placed for practicum or field experiences. Partnership agreements, while less formal contracts, describe agreements between specific schools and specific SoEC programs to work collaboratively toward an exchange of services that hold professional and practical benefit for both the school and the SoEC programs.

Partnership agreements and activities with specific schools are designed for a two- to three-year period and renew for other schools for a similar period. In this way, university programs secure a stable and self-renewing system for professional preparation and development. At the same time, all schools have an opportunity to participate and benefit.

The period of understanding is January 1, 2021 to December 31, 2021

Part I. Partnership Commitments

A. University Program Partnership Commitments

The Teacher Candidate Preparation program, seeking a partnership with the above listed school district agrees to:

1. Select and assign candidates who are eligible for placement into a school based upon having met the applicable academic requirements for such placement; candidate resumes are available upon request.
2. Provide complete descriptions of candidate learning requirements, candidate assessment needs, and other information needed by cooperating professionals to effectively support candidates’ learning experiences (found in the course Field Guide).
3. Provide a list of professional standards (InTASC) that candidates must accomplish and tools for measuring and documenting these accomplishments (found in the course Field Guide).
4. Provide training relative to course assessments (e.g., the Professional Dispositions Assessment (PDA) and the Student Teacher Observation Tool (STOT)).
5. Assign supervisors qualified to provide instruction, feedback, and mentoring to program candidates.
6. Observe all applicable statutes, rules and regulations, policies and standards with respect to the training experiences of educator candidates.
7. Provide meeting and survey opportunities for school personnel to provide input and feedback to the SoEC program in an effort to improve the partnership.
8. Schedule an orientation meeting for candidates, cooperating teachers, and supervisors to review course Field Guides and school policies and procedures.
B. School District Commitments

The school district listed above as seeking a partnership with the designated SoTeC educator preparation programs agree to:

1. Observe all applicable statutes, rules and regulations, policies and standards with respect to the training experiences of the educator candidates.

2. Select the specific placement of an educator candidate with a cooperating teacher who has been teaching for at least three years and has consistently received teacher effectiveness evaluation scores in the effective or highly effective range.

3. Exercise rights of refusal or termination of placement of an educator candidate based upon a determination that the presence of the candidate in a classroom or school setting would have a significant adverse impact upon students or be disruptive to the administration of the school system.

4. Attend an orientation meeting for candidates, cooperating teachers, and supervisors to review course field guides and school policies and procedures.

5. Participate in training for course assessments (e.g., the Professional Dispositions Assessment (PDA) and the Student Teacher Observation Tool (STOTO)).

6. Provide student assessment data to candidates including formative and summative classroom assessments, standardized assessments (e.g. ILEARN), and benchmark assessment data.

C. Signatures

Either party may terminate this agreement upon 60-day notice.

Circleville City Schools and Purdue University Northwest agree to these terms:

School District

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mrs. Rothe, seconded by Mr. Reeser, the board approve the contracts with Maxim Healthcare Services for the care of a special needs student, as presented.

EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 4th day of January, 2021, by and between Circleville City Schools located at 300 Clark Drive, Circleville, OH 43113, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Staffing Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 200 East Campus View Blvd. Suite 250 Columbus, OH 43235 referred to in this Agreement as "MAXIM."

RECAPITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in OH and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.
ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services.
A. Supplemental Staffing Services(s). MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.6 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

B. Distance Learning Service(s). EDUCATIONAL INSTITUTION may request MAXIM Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

1) Possess current state license/registration and/or certification.
2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
3) Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.
5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
6) If applicable, possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense) or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM's standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all or a portion of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.
Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker’s compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 Timekeeping. MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Responsibility for Student Care. EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing individualized Healthcare Plans (IHPS) for its student(s) (IHPS shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy issues and/or Concerns, collectively “Protocol(s)”); EDUCATIONAL INSTITUTION’s responsibilities include, but are not limited to: Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.12, Section 3.13, and Section 7.2 insuring that those Sections shall comply with this Section’s referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act (FERPA), and any other applicable federal or state law and guidelines; Protocol(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section’s referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

Section 3.2 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION’s specific policies and procedures provided to MAXIM for such purpose.

Section 3.3 Requests for Personnel. EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.4 Short-Notice Requests. MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for shift is made less than two (2) hours prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
Section 3.5 Staff Order Cancellation. If EDUCATIONAL INSTITUTION changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will sell EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.6 Placement Fee. For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ any of its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION incurs, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period, or (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars ($5,000) or the sum of thirty percent (30%) of six Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

Section 3.7 Per Diem or Short Term Staff Non-Performance. If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION's obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individuals to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.

Section 3.8 Per Diem or Short Term Staff Right to Dismiss. EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Assignment Confirmation. MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.

Section 3.10 Insurance. EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

Section 3.11 Incident Report. Incidents may be reported to MAXIM account representative at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable incident reports and detailed description of any investigation completed. EDUCATIONAL INSTITUTION shall not intervene or discuss the event with MAXIM Personnel without consent.

Section 3.12 Work Environment. EDUCATIONAL INSTITUTION will provide a clean and properly maintained workplace(s) for MAXIM to conduct the Services(s) that will enable MAXIM to safely provide Services to Student(s) EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.
Section 3.13 Supplies. EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic bag(s) (“Supplies”) to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at the schedule below:

- Weekly
- Bi-weekly
- Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

Cleveland City Schools
388 Clark Drive
Cleveland, OH 44113
ATTN: Kyle Utting

Section 5.2 Payment. All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

Section 5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 Rate Change. MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.

Section 5.5 Annual Rate Increases. EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.
ARTICLE 6. GENERAL TERMS

Section 6.1 Independent Contractors. MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent shall not be unreasonably withheld. No such consent will be required for assignment to any entity owned by or under common control with assignor or in connection with any acquisition of all or a part of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 Indemnification. MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers ("Educational Institution Indemnities") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnities in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnities for their own negligence, active negligence, sole negligence, and/or willful misconduct.

Educational Institution shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnities") for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnities in a claim or suit. No indemnity shall be provided by the Educational Institution for any liability imposed upon the MAXIM Indemnities for their own negligence, active negligence, sole negligence, and/or willful misconduct. Notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above up to applicable state law limits.

Section 6.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any moneys due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its moneys.

Section 6.5 Notice. Any notice or demand required under this Agreement will be in writing, will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Civitivale City Schools
383 Clark Drive
Civitivale, OH 43113
ATTN: Kyle Uhrig

Maxim Healthcare Staffing Services, Inc.
7207 Lee Rd
Columbus, OH 43244
ATTN: Contracts Department

COPY TO:
Maxim Healthcare Staffing Services, Inc.
230 East Campus View Blvd. Suite 200
Columbus, OH 43235
ATTN: Andrew Seastone

Section 6.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
Section 6.7 Entire Agreement. This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may not be assigned to any number of counterparts, each of which shall be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties, except as provided in Section 6.9.

Section 6.8 Availability of Personnel. The parties agree that MAXIM’s duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall not result in any penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

Section 6.9 Compliance with Laws. MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local laws and regulations. In the event that applicable federal, state, and/or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 6.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unenforceable and/or unenforceable, then only that provision will be excised, and will not affect the validity of enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 6.11 Governing Law. Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the Federal and State courts of the State of Maryland and the parties hereby irrevocably consent to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.12 Limitation on Liability. Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.13 Incorporation of Recitals. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 6.14 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review. In accordance with that Party’s policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE VII. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM and EDUCATIONAL INSTITUTION and any employee or Contractor to whom Protected Health Information is disclosed, will keep all Protected Health Information in strictest confidence and will take reasonable steps to ensure that the same is kept confidential. If any employee or Contractor is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement, the unauthorised disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.
C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party’s rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Family Educational Rights and Privacy Act (“FERPA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH”).

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/FERPA/HITECH Obligations: Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a “Covered Entity” as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their “business associates,” by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION’s workforce and to that end, all Protected Health Information (“PHI”) is created, viewed, used, maintained and otherwise stored or safeguarded in EDUCATIONAL INSTITUTION’s work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION’s temporary workforce.

Data Security: EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may include, but not be limited to, maintaining and protecting the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION’s privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION’s process and expectation for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PHI or PHI will be released, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Vaxim Personnel placed in the EDUCATIONAL INSTITUTION’s physical or technical environment as a result of this Addendum and Agreement for remote service, any Personally Identifiable Information (“PII”) or Protected Health Information (“PHI”) viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION’s technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of, and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote services.

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their Personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.
EDUCATIONAL INSTITUTION AGREEMENT

This EDUCATIONAL INSTITUTION Agreement (hereafter "Agreement") is entered into this 4th day of January, 2021, by and between Circleville City Schools located at 355 Clark Drive Circleville, OH 43113, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 200 East Campus View Blvd Suite 250 Columbus, OH 43235 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in Ohio and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a healthcare staffing agency and employs licensed healthcare personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. A. Supplemental Staffing Service(s). MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified healthcare providers (i.e., LPNs, RNs, and other campus health services personnel), as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental healthcare staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.6 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's top market value rate.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

1) Possess current state license/registration and/or certification.
2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
3) Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
4) Possess proof of pre-employment screenings to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background checks, (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.
5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of teaching experience.
6) If applicable, possess current skills competency to include: (1) written exam; (2) skills checklist; and (3) verified work history.
7) Completed MAXIM standard OSHA and HIPAA training.
Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individual(s) it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, covering the sole negligent act or omission which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM's standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all or any portion of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers' compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 Timekeeping. MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Responsibility for Student Care. EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Health Care Plans (IHCPs) for its student(s) (where applicable), but not limited to: Equipment Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy issues and/or concerns, collectively "Protocol(s)". EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to: Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state laws and guidelines; Protocol(s) Instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.2, and compliance with Section 3.3, Section 3.4, and Section 3.5 in that those Sections shall comply with these Sections referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act (FERPA), and any other applicable federal or state laws and guidelines; Protocol(s) Instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s), and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

Section 3.2 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.
Section 3.3 Requests for Personnel. EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival at assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.4 Short-Notice Requests. MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.5 Staff Order Cancellation. If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.6 Placement Fee. For a period of twelve (12) months following the date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business-related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. If in the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION fails, employ or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days prior written notice period: OR (b) to pay MAXIM a placement fee equal to the greater of: two thousand dollars ($2,000) or the sum of thirty percent (30%) of such Personnel’s annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

Section 3.7 Per Diem or Short Term Staff Non-Performance. If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION’s obligation to compensate MAXIM for such Personnel’s services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.

Section 3.8 Per Diem or Short Term Staff Flight to Disable. EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Assignment Confirmation. MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.

Section 3.10 Assignment Cancellation for Convenience. EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days’ notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.
Section 3.11 Insurance. EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents. MAXIM may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

Section 3.12 Incident Reports. Incidents may be reported to MAXIM account representative at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable incident reports and detailed description of any investigation completed. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.

Section 3.13 Work Environment. EDUCATIONAL INSTITUTION will provide a clean and properly maintained workplace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student's EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.14 Supplies. EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and providing Services to Recipients, including, but not limited to, gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel or (ii) cost of Supplies will be billed as paid-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate. EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Service(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and at claims, actions, or liabilities in connection with any Supplies provided, or the liability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-Discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION shall discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit Invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- Weekly
- Bi-weekly
- Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

Cincinnati City Schools
386 Clark Drive
Cincinnati, OH 45213
ATTN: Kyle Uhlig

Section 5.2 Payment. All amounts due to MAXIM are due and payable within thirty (30) days from date of Invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the Invoice.

Section 5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equaling to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 Rate Change. MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.

Section 5.5 Annual Rate Increases. EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.
ARTICLE 6. GENERAL TERMS

Section 6.1 Independent Contractors. MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party, provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 Indemnification. MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers (“Educational Institution Indemnitees”) only for neglignet acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnitees in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

Educational Institution shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors (“MAXIM Indemnitees”) for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit. No indemnity shall be provided by the Educational Institution for any liability imposed upon the MAXIM Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above up to applicable state law limits.

Section 6.4 Attorneys’ Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney’s fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 Notice. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a registered overnight carrier providing proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Ciricville City Schools
305 Clark Drive
Ciricville, OH 43113
ATTN: Kyle Uhrig

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbus, WI 21546
ATTN: Contracts Department

COPY TO:
Maxim Healthcare Services, Inc.
200 East Campus View Blvd
Suite 100
Columbus, OH 43235
ATTN: Katie Mooriman

Section 6.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be supplemented in any number of countenants, each of which shall be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 9.5.
providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

Section 6.9 Compliance with Laws. MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to modify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 6.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unenforceable and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provision(s) will be deemed to continue in full force and effect.

Section 6.11 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.12 Limitation on Liability. Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may have or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.13 Incorporation of Recitals. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 6.14 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has personal or professional interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Should competing interests make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7: CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM (EDUCATIONAL INSTITUTION) Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information regarding the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor any of its Affiliates shall, at any time during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other party, any secret or confidential information of the other party, including without limitation, information with respect to the other party's students, costs, prices, treatment methods at any time used, developed or made by the other party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to its/her legal counsel, accountants, or financial or other advisors/consultants, neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Client Information. Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM, and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.
BOARD OF EDUCATION REGULAR MEETING
December 16, 2020

Section 7.2 HIPAA/FAFPA/NITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and NITECH, in addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a “Covered Entity” as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their “business associates,” by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION’s workforce and to that end, all Protected Health Information (“PHI”) is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION’s work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION’s temporary workforce.

Data Security. EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION’s privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION’s process for collecting, storing, securing, and transferring data collected, including information collected under this Addendum and Agreement.

EDUCATIONAL INSTITUTION acknowledges and understands that no PHI or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxx Personnel placed in the EDUCATIONAL INSTITUTION’s physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally Identifiable Information (“PII”) or Protected Health Information (“PHI”) viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION’s technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote services.

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regards to any and all information directly or indirectly accessed or used by MAXIM and their Personnel, including without limitation HIPAA, FERPA, and NITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises set forth above by executing and delivering this Agreement as of the date set forth above.

TRANSPORTATION ADDENDUM

This Amendment (hereinafter “Amendment”) is entered into the 16th day of December, 2020, by and between CICLLESE CITY SCHOOLS, referred to as “SCHOOL,” and MAXIM Healthcare Staffing Services, Inc., referred to as “MAXIM” as follows:

WHEREAS, EDUCATIONAL INSTITUTION and MAXIM entered into a Educational Institution Staffing Agreement (hereinafter “Agreement”), with an effective date of 12/15/2020;

WHEREAS, MAXIM Personnel will be performing transportation and transportation related services under the supervision of EDUCATIONAL INSTITUTION;

WHEREAS, EDUCATIONAL INSTITUTION and MAXIM wish to amend the Agreement to incorporate the following terms and conditions governing transportation and transportation related services;

THEREFORE, in consideration of the above premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and it being mutually agreed to be fully binding, EDUCATIONAL INSTITUTION and MAXIM hereby agree as follows:

Section 1.1 Responsibility for Student Transportation. District shall be responsible for determining if student can be safely transported on school bus transportation. District shall provide a transportation pass in the student’s IEP/IEP and document the plan for transport of equipment and emergency equipment. If student is unable to be transported on school bus transportation, District shall arrange alternative transportation for student.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes
On a motion by Mr. Reeser, seconded by Mr. Burrow, it was recommended that, Andrea Tipping, who will be a Board member in January, to serve as president pro tem to call the organizational meeting to order and preside over the office elections.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the meeting for the budget hearing, organizational meeting, and the regular meeting of the Board of Education was set and will be held on January 13, 2021, in the CHS Auditorium.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mr. Wagner, seconded by Mr. Burrow, the board authorized the Treasurer to advertise to accept bids for the purchase of fuel - diesel and gasoline.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mrs. Rothe, seconded by Mr. Reeser, the Board approved the following Treasurer's items as presented:

- Financial Reports - November 2020
- Warrants - November 2020

Approve the Amended Certificate of Estimated Resources and Amended Appropriation Resolution

**Requisitions Over $10,000:**
- GORDON FOOD SERVICE - food products for FY21 (Jan- March) - $153,000.00
- UNITED DAIRY INC. - food products for FY21 (Jan- March) - $25,000.00
- DYNAMIX ENERGY SERVICES - ECU lighting repairs at CES - $19,818.00
- MAXIM HEALTHCARE - nursing services for special needs student - $20,000.00

**After the Facts:**
- ARBOR COUNSELING LLC - counseling service for New Hope Christian Academy (paid with New Hope Auxiliary Grant Funds) - $5,160.00
- RANDY MOORE PETROLEUM - additional cost for Fuel Rite Management System - $6,035.57
BOARD OF EDUCATION REGULAR MEETING
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- SIEMENS INDUSTRY, INC. - district Fire & Security Monitoring October 1, 2020 - September 30, 2022 - $8,235.00 (for FY21)
- VONDA GABRIEL - deposit for Prom 2021 venue - $150.00

Budget & Philosophy:
- CMS Student Council - Budget Revision

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

Board President Comments:
- CES Outreach to families
- Roofing issues
- One Needs Assessments
- Storage issues and future projects to be addressed at a later date

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the Board entered into executive session at 7:43 p.m. in accordance with (O.R.C.121.22 G) for the consideration of (a) the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, or official and (b) Investigation of charges or complaints against a public employee, official, licensee, or students unless such employee, official licensee, or student requests a public meeting; except that consideration of the discipline of a Board member for conduct related to the performance of his/her duties or his/her removal from office shall not be held in executive session.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

The Board returned to general session at 9:00 p.m. with no additional action.

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the board voted to adjourn the meeting at 9:02 p.m.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

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President

ATTEST
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Treasurer