

RECORD OF PROCEEDINGS

Minutes of Bowling Green Board of Education Special Meeting

Held Administration Office September 6 20 17

Bowling Green Board of Education
Bowling Green, Ohio
Special Meeting
September 6, 2017

The special meeting of the Bowling Green Board of Education was called to order by President Scholl at 5:10 p.m. at the Administration Office, 137 Clough Street, Bowling Green, Ohio.

Roll Call: Present: Walker, Stewart, Carr, Scholl
Absent: Clifford

The Board discussed the services OSBA would provide for the Treasurer search as well as the time line for same.

10868 It was moved by Carr, seconded by Stewart to adjourn at 6:25 p.m.

Roll Call: Ayes: Walker, Carr, Scholl, Stewart
Nays: None Motion carried.

_____ President

Attest: _____ Treasurer, Pro Tem

RECORD OF PROCEEDINGS

Minutes of

Bowling Green Board of Education

Regular

Meeting

Held Performing Arts Center

September 19 2017

Bowling Green Board of Education
Bowling Green, Ohio
Regular Meeting
September 19, 2017

The regular meeting of the Bowling Green Board of Education was called to order by President Scholl at 5:00 p.m. in the lobby of the Performing Arts Center.

Roll Call: Present: Carr, Clifford, Scholl, Stewart, Walker
Absent: None

Showcase Presentation – Alyssa Karaffa:

“5th Grade Camp” – as presented by Crim Elementary 5th Grade Teachers

The Superintendent’s report was presented

10869 It was moved by Stewart, seconded by Carr to approve the minutes of the regular meeting of August 15, 2017 and the special meetings of August 22, 2017 and August 30, 2017.

Roll Call: Ayes: Carr, Clifford, Scholl, Stewart, Walker
Nays: None Motion carried.

10870 It was moved by Carr, seconded by Walker to approve the listing of expenditures and investments made August 1 through 31, 2017 and the Treasurer’s monthly report.

Roll Call: Ayes: Walker, Carr, Clifford, Scholl, Stewart
Nays: None Motion carried.

10871 It was moved by Stewart, seconded by Clifford to approve personnel as recommended by the Superintendent.

CERTIFICATED PERSONNEL:

Auxiliary Service/Non Public Allocation Federal Funds Personnel for 2017-2018 – St. Louis

Kari Findley – Title 1 Reading Tutor – \$25.51 per hour – effective September 13, 2017
Up to 8 hours per week (Plus additional hours, as needed, authorized by Principal)

BG Christian Academy Contract Adjustments (previously approved August 15, 2017)

Sheri deNijs – effective start date change to August 17, 2017 (from August 22, 2017)
Michelle Davis – effective start date change to August 17, 2017 (from August 22, 2017)

2017 – 2018 – Educational Advancement

Stacy Donley	From: MA	To: MA+15
Jennifer Davidson	From: MA+15	To: MA+30
Amy Kenyon	From: MA+15	To: MA+30
Jordan Opfer	From: MA	To: MA+15
Robert Marzola	From: MA	To: MA+15

Contract Adjustment for 2017 – 2018 school year

Laura Reyes – Part-Time Spanish – Middle School From: .50 (previously approved June 2, 2017)
To: 5/7

2017 – 2018 Resident Educator Mentor Program

Mentee Payment (\$15.00 / hour) for attendance/participation in after hours meetings:

Second Year: **Marissa Dazell**

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Employment / Supplemental

Dee Szalejko (Marissa Dazell) Mentor / First & Second Year - .04 Index – BA / Step 0

Resignation

Kaitlyn Felsley – Intervention Specialist – Secondary – effective October 2, 2017

Extended Time for 2017 – 2018 / Adjustment

Tami Lynch – Elementary Library Media – add 2.5 additional days for Crim Library reconfiguration (in addition to August 22, 2017 adjustment)

Employment / Supplemental Contract for 2017 – 2018

Marcy Martelli – Camp

SUPPORT PERSONNEL:

Resignation

Florence Hayes – Food Service Cashier/Worker – High School – effective September 2, 2017

Probation to Provisional

Christine Schramm – Food Service Cafeteria Monitor – Crim – effective September 7, 2017

Deborah Kokomoor – Food Service Cashier/Worker – Crim – effective September 7, 2017

Tina Bath – Head Custodian – Middle School – effective September 7, 2017

Robert Knell – Maintenance II – Bishop Road – effective September 12, 2017

Donnavive Burkett – Bus Driver – effective September 14, 2017

Employment

Rayna Viola – Food Service Cashier/Worker – Middle School
Effective August 25, 2017; Experience Factor; 85 working day probation

Tyler Roy – Mechanic's Assistant – Transportation
Effective September 20, 2017; Experience Factor 3; 85 working day probation

Cody Tantari – Custodian – High School 2nd Shift
Effective September 18, 2017; Experience Factor 1; 85 working day probation

Anita Brooks – Food Service Cafeteria Monitor – Floating
Effective September 15, 2017; Experience Factor 0; 85 working day probation

Extension of previously approved Leave of Absence request

Shirley Frankfather – September 11 through September 15, 2017;
Extended September 16, 2017 through September 28, 2017 – Leave without pay

Leave of Absence Request

Ashley Miranda – October 23, 2017 through December 17, 2017
Using available sick leave and extended leave without pay

Employment – Transportation Substitutes – 2017-2018 school year

\$14.33 (regular Route) - \$14.02 (Field Trip) – Hours determined by Director of Transportation

Eric Willman

OTHER PERSONNEL:

Resignation/Student Activity Contracts for 2017-2018

(occasional employees in paid/contractual positions)

Landan Haley – Assistant Coach Boys Soccer – High School (50%) - effective August 23, 2017

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Contract Adjustment / Student Activity Contracts for 2017 – 2018
(occasional employees in paid/contractual positions)

Josiah Nichols – Assistant Coach Boys Soccer – High School
To: 100% (from 50%) effective August 24, 2017

Employment / Student Activity Contracts for 2017 – 2018
(occasional employees in paid/contractual positions)

Christopher Cox – Head Coach Lacrosse – High School

Temporary Employment – effective date adjustment

Janelle Friar – Substitute School Nurse - \$15.00 per hour
Effective start date of August 14, 2017 change to August 8, 2017
(Through October 21, 2017)

Linda Peebles – Substitute School Psychologist - \$250.00 per day; 2 days per week
Effective August 16, 2017 through September 15, 2017
Change end date to: September 18, 2017

Volunteer Recognition

Howard Casey Cromwell – Volunteer Assistant Tennis Coach Girls – High School
Gary Kent Wymer – Volunteer Assistant Tennis Coach Girls – High School
Curry Franklin – Volunteer Assistant Tennis Coach Girls – High School

Employment – 2017 – 2018 Thursday/Friday School Monitor

Betsy Nitez – BG Middle School - \$60.00 / session, as needed

Additional Duties related to Spring Musical "Newsies"
(to be paid from Musical Student Activity Fund)

Xavier Suarez – Accompanist for rehearsals and performances - \$1,200.00
Laura Dietz – Costume design, planning and maintenance - \$600.00

Summer Work – Curriculum Writing - 1 day at \$100.00 each day (paid from Title IIA funds)

Kori Atwood Alexis Marshall Eleanor McMahon

Summer Work – Curriculum Writing – Additional 1 day at \$100.00 each day
(2 days previously approved June 13, 2017) (paid from Title IIA funds)

Ashley Schmeltz Kelly Strobel

Employment – Athletic Trainer for Hockey Games

Kristen Aumiller – employed on an "as needed" basis at \$25.00 per hour
Effective November 3, 2017 through March 12, 2018

Roll Call: Ayes: Stewart, Walker, Carr, Clifford, School
 Nays: None Motion carried.

10872 It was moved by Clifford, seconded by Stewart to approve items as requested.

By the Treasurer

Advance of \$177,660 from General Fund (001) to Construction Fund (004) to cover costs for MS Additional prior to receipt of C.O.P.S. proceeds.

Fiscal Year 2018 Appropriation Amendments

Fund	Func	Amount Increase(Decrease)
001	1xxx	\$56,125.00
001	2xxx	39,000.00

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By the Superintendent

Acceptance of gifts

\$1,560.00	For Pressbox Sign	Henschen Realty	Donation
\$ 450.00	Camp Fund	Tami & Ken Lynch	Donation

Service Agreement between North Central Ohio Educational Service Center (NCOESC) and Bowling Green City Schools for audiology services effective August 1, 2017 through July 31, 2018.



North Central Ohio Educational Service Center

**PROGRAM CONTRACT
BOWLING GREEN CITY SCHOOLS
AUDIOLOGY SERVICES
FYS 2**

*Accepted by Board of Education
9/19/17*

This agreement entered into between the North Central Ohio Educational Service Center, 528 W. Market St., Suite A, Tiffin, OH 44883 and the Bowling Green City Schools, 137 Crough St., Bowling Green, OH 43402, hereinafter referred to as the Participating District, is to provide special education services to the participating district in the following area(s):

Audiology Services

Basis for Assessing Costs

For these services the participating district agrees to pay its share of costs determined as follows:

Audiology services will be charged at a cost of \$76.00 per hour. An additional cost for mileage will be levied at the current Federal mileage reimbursement rate. Monthly invoices will be issued and submitted to the district along with a detail of the cost calculation.

Costs resulting from any claim filed for unemployment or severance by the individual employed to fulfill this contract will be billed back to Bowling Green City Schools on a pro-rata basis.

Agreement to Participate

The terms of this agreement shall remain in effect for the time period noted herein August 1, 2017 through July 31, 2018 unless amended by written, mutual consent of the parties signed thereto.

North Central Ohio E.S.C.
Sponsoring District

Superintendent
Date 7/18/17

Bowling Green City Schools
Participating District

Superintendent
Date

NCOESC Board Approval 07/18/17

Facility Staffing Agreement between Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions and Bowling Green City Schools for health aid services effective August 22, 2017.



FACILITY STAFFING AGREEMENT

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 22nd day of August, 2017, by and between Bowling Green City School District located at 137 Crough St Bowling Green, OH 43402, referred to in this Agreement as "FACILITY," and Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 3131 Executive Parkway suite 205 Toledo, OH 43606 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY operates a School located in Ohio and wishes to engage MAXIM to provide personnel to supplement FACILITY's staff.

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

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, FACILITY 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) year and will continue indefinitely until terminated pursuant to Section 1.2 of this Agreement.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) 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. MAXIM will, upon request by FACILITY, provide one or more licensed health care providers (i.e. LPNs, LVNs, RNs, QNAs) as specified by FACILITY (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel, subject to the terms of Section 2.2 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by FACILITY, MAXIM will provide FACILITY with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

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

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.

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- 3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.
- 4) Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s) (and drug screenings as requested in writing).
- 6) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) 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.
- 8) Possess proof of BC/FBI check as required.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individual 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 FACILITY.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to FACILITY 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 will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY 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. FACILITY 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 Record Access. In instances where FACILITY is Medicare and/or Medicaid certified, MAXIM agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives (USDHHS) until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

ARTICLE 3. RESPONSIBILITIES OF FACILITY

Section 3.1 Orientation. FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY shall review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the FACILITY as it pertains to OSHA

Facility Staffing Agreement
Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions

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requirements for bloodborne pathogens, as well as any of the FACILITY'S specific policies and procedures provided to MAXIM for such purpose.

Section 3.2 Requests for Personnel. FACILITY will use its best efforts to request Personnel at least twenty (20) hours prior to reporting time in order to ensure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by FACILITY at the time of the initial call.

Section 3.3 Short-notice Requests. MAXIM will bill FACILITY for the entire shift if an order for staff is made less than 4 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 3.4 Staff Order Cancellation. If FACILITY changes or cancels an order less than 4 hours prior to the start of a shift, MAXIM will bill FACILITY for 4 hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.5 Responsibility for Patient Care. FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.

Section 3.6 Placement Fee. For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY 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. FACILITY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the FACILITY to render temporary service(s) and are not assigned to become employed by the FACILITY. The FACILITY 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 FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or enlists MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) two hundred and forty (240) 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 two hundred and forty (240) 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 twenty five percent (25%) of such Personnel's annualized salary (calculated as: $\text{Weekly Hourly Pay Rate} \times 2080 \text{ Hours} \times 25\%$).

Section 3.7 Non-Performance. If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY 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. FACILITY'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 FACILITY without prior approval of the FACILITY.

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

Facility Staffing Agreement
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- Section 3.9** **Float Policy.** Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.
- Section 3.10** **Insurance.** FACILITY will maintain all its sole expense valid policies of general insurance 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. FACILITY will give MAXIM prompt written notice of any material change in FACILITY coverage.
- Section 3.11** **Incident Reports.** FACILITY shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.
- ARTICLE 4. MUTUAL RESPONSIBILITIES**
- Section 4.1** **Non-discrimination.** Neither MAXIM nor FACILITY 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 FACILITY every week for Personnel provided to FACILITY during the preceding week. Invoices shall be submitted to the following address:
- Bowling Green City School District
137 Clough St
Bowling Green, OH 43402
ATTN: Treasurer
- Section 5.2** **Payment.** All amounts due to MAXIM are due and payable within fifteen (15) days from date of invoice. FACILITY will send all payments to the address set forth on the invoice.
- Section 5.3** **Late Payment.** Payments not received within fifteen (15) 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

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- percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4** **Annual Rate Increases.** FACILITY 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 FACILITY 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 FACILITY 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 agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement.
- 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** **Notices.** 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.

Bowling Green City School District
137 Clough St
Bowling Green, OH 43407
ATTN: Dawn Dazol

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbus, MS 21060
ATTN: Contracts Department

COPY TO:
Maxim Staffing Solutions
3131 Executive Parkway Suite 205
Toledo, OH 43605

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ATTN: Mark Collins

- 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 FACILITY 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 executed in any number of counterparts, each of which will 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 FACILITY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of FACILITY to request Personnel shall result in no penalty to FACILITY or any party claiming by or through it and shall not constitute a breach of this Agreement.
- 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 local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10 **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 higher services to or on behalf of MAXIM or the FACILITY or the best interests of patients. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.
- Section 6.11 **Severability.** In the event that one or more provisions of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be nullified, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.12 **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 6.13 **Limitation on Liability.** Neither MAXIM nor FACILITY 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 6.14 **Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Facility Staffing Agreement
Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions

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ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

- Section 7.1 **Confidentiality.**
 - A. **MAXIM/FACILITY 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 of 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 his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the 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 his/her legal counsel, accountant 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, public or general interest or otherwise authorized by the 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. **Patient/Customer Information.** Neither party nor its employees shall disclose any financial or medical information regarding patients/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly permitted by FACILITY. MAXIM and patient/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, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") 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/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 patient information, to include, without limitation, HIPAA 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 FACILITY 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 FACILITY's workforce and to that end, all Protected Health Information ("PHI") created, viewed, used, maintained and otherwise stored and safeguarded in FACILITY's work environment. The parties further

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acknowledges that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of FACILITY's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to FACILITY hereunder shall comply with confidentiality, medical records and 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 and HITECH.

FACILITY 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.
BOWLING GREEN CITY SCHOOLS: MAXIM HEALTHCARE SERVICES, INC., D/B/A
MAXIM STAFFING SOLUTIONS:

Signature	Signature
Printed Name & Title	Printed Name & Title
Date	Date

RECORD OF PROCEEDINGS

Minutes of

Bowling Green Board of Education

Regular

Meeting

Held Performing Arts Center

September 19 2017

**ATTACHMENT A
MAXIM STAFFING SOLUTIONS
FACILITY STAFFING RATES FOR
Bowling Green City Schools**

Charges will be based on the following hourly rate schedule effective 8/1/2017:

Service	Weekly Rate
BSI	\$44 / hour
LPN	\$30 / hour
OT	\$88 / hour
SLP	\$60 / hour
PT	\$60 / hour
CYA	\$60 / hour
PTA	\$60 / hour
STNA	\$25 / hour
Sign Language Interpreter	\$50 / hour
School Psychologist	\$85 / hour

Weekend, Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

Orientation, Rates listed above will be charged for all time spent in required FACILITY orientation.

Overtime, Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays, Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

- | | |
|----------------------------|---------------------------|
| New Year's Eve (from 3 PM) | Thanksgiving Day |
| New Year's Day | Labor Day |
| Memorial Day | Christmas Eve (from 3 PM) |
| Independence Day | Christmas Day |
| Saxler | President's Day |
| Marlin Luther King Day | Pioneer Day (Utah Only) |

Bowling Green City Schools	MAXIM HEALTHCARE SERVICES, INC. C/O/A MAXIM STAFFING SOLUTIONS:
Signature _____	Signature _____
Printed Name & Title _____	Printed Name & Title _____
Date _____	Date _____

Facility Staffing Agreement
Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions
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Interpreting and Translation Agreement between the Bowling Green State University
Language Services Group and Bowling Green City Schools for interpreting and
translation services (language as needed).



**Interpreting and Translation Agreement
between the Language Services Group and**

Bowling Green City Schools
(client name)
137 Clough St.
Bowling Green, OH 43402
(client address)

- The Language Services Group at Bowling Green State University will provide interpreting and translation services (language as needed) Bowling Green City Schools (137 Clough St. Bowling Green, Ohio 43402). Date, time and location to be determined.
- Bowling Green City Schools agree to the service rates listed below.
- In case of schedule change or cancellation, please inform the Language Services Group directly via this email or phone number 419-699-7953 (cell) twenty four (24) hours before the appointment time. If the LSG does not receive the notice of cancellation twenty four (24) hours prior to scheduled services, the LSG will charge Bowling Green City Schools a \$25.00 cancellation fee.
- The Language Services Group will not be liable for any costs or expenses to Bowling Green City Schools if the interpreter/translator will not be able to provide the services due to emergencies, such as medical conditions or any other accidents.

Rates (for public schools):	
Interpretation Services	
All languages:	\$50 per hour (one hour minimum) (24 hour cancellation) Beyond one hour, fee will be charged in 15 minutes increment
Travel for interpreting (outside of Bowling Green)	
mileage:	\$.50 per mile
travel time:	\$15 per hour
Conferences Interpreting:	\$300-\$500 half day; \$600-800 full day. Depend upon subject matter/language
Translation Services:	
Spanish	0.13-0.15 per word
Chinese, Japanese, Korean, Arabic and	0.13-0.17 per word
Russian	
Lesser-known languages	0.20 per word
Minimum fee	\$50

Language Services Group Shelby Hall 203	Bowling Green, Ohio 43403 phone 419-372-3100	fax 419-372-7332 www.bgsu.edu/language-services
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Bowling Green City Schools	The Language Services Group Bowling Green State University
By: _____ (print)	By: _____ (print) Han Li office manager
_____ (signature)	_____ (signature)
Date: _____	Date: _____

Service Agreement for two special needs students between Bowling Green School
District and Bittersweet Inc., effective August 28, 2017 through May 25, 2018.

RECORD OF PROCEEDINGS

Minutes of Bowling Green Board of Education

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September 19 20 17

Service Agreement for a special needs student between Northwest Ohio Educational Service Center and Bowling Green Schools for Educational Services at the Liberty Education Center effective August 22, 2017 through end of academic year.

Contract for students with disabilities for the 2017-2018 school year with North Baltimore Local Schools for one special needs student.

Request for Student Trips:

BGHS Drama Club students (20) Thespian retreat at Dr. Gonzalez' house (Cross Creek Road) from Friday, September 29 (7:00 p.m.) to Saturday, September 30, 2017 (8:30 a.m.)
Advisor: JoBeth Gonzalez Costs covered by students and parents

Designated FFA students (10) to attend the National FFA Leadership Convention October 25 through October 28, 2017 – Indianapolis, Indiana
Advisor: Stephanie Conway Costs paid by student

Student trip request for the summer of 2019 – BG High School Drama and all Students to Rome, Florence and Sorento, Italy from (TBD), 2019. All costs will be paid by the student; liability insurance to be handled by the school and Global Travel Protection Plan. Transportation will be organized by Education First Education Tours. Instructor: JoBeth Gonzalez

BGHS Boys Soccer (34 students) to Reavis High School – Chicago, Illinois – Saturday, October 7 to Sunday, October 8, 2017. All costs will be paid via money raised through boosters and soccer team fundraisers. Transportation arrangements via Bliss Charters of Fostoria
Coach: Timothy Concannon

Roll Call: Ayes: Scholl, Stewart, Walker, Carr, Clifford
Nays: None Motion carried.

Carolyn Strunk, BG Swim Club Coach addressed the Board requesting that a pool be part of the building project.

10873 It was moved by Carr, seconded by Stewart to adjourn at 5:36 p.m.

Roll Call: Ayes: Clifford, Scholl, Stewart, Walker, Carr
Nays: None Motion carried.

President

Attest: _____ Treasurer