

## **TREASURER SEARCH SERVICES AGREEMENT**

This agreement is made and entered into this 5th day of August 2024 for the period commencing on the date just noted and until services are completed as noted in the scope of services or terminated pursuant to provisions herein. This agreement is by and between the Tiffin City Schools, 244 South Monroe Street, Tiffin, OH 44883 and K-12 Business Consulting, Inc. P.O Box 1005, Delaware, Ohio 43015.

In consideration of mutual covenants herein contained, both parties hereto agree to the following:

### **RECITALS:**

**WHEREAS**, The Tiffin City School District Board of Education, the “Board”, is seeking a firm to conduct a search for the replacement of the Board’s Treasurer/CFO;

**WHEREAS**, K-12 Business Consulting is a leader in providing search services and processes to select qualified candidates for the position of School Treasurer/CFO of public schools in Ohio;

**NOW THEREFORE**, in consideration of the agreements herein contained the parties hereby agree as follows:

1. **Relationship Established:** Neither K-12 Business Consulting nor any of their associates are an employee of the Board for any purpose whatsoever. K-12 Business Consulting is an independent vendor who shall have control over the manner and means of performing services under this Agreement. K-12 Business Consulting does not have, nor assumes, any right, power, or authority to create any contract for obligation, whether expressed or implied, on behalf of, in the name of, or binding upon the Board. K-12 Business Consulting shall be solely responsible for complying with all applicable income reporting and withholding requirements of the Internal Revenue Code, State and Local income tax laws and regulations, Workers’ Compensation laws, Social Security Tax (FICA), Self-Employment Tax and Unemployment Compensation laws. It is expressly agreed and understood that the Board shall not provide workers’ compensation coverage or unemployment compensation coverage for K-12 Business Consulting.
2. **Specific Area of Proposed Search Services:** K-12 Business Consulting shall provide Treasurer/CFO search services for the Board based on the specific level of services selected but as summarized below:

### **Treasurer/CFO**

- meet with the Board to establish and agree on a plan of search procedures and a timeline to conduct the search beginning on or before August, 2024;
- collect information from the Board to develop a search criteria profile;
- prepare a written search profile of the competencies desired in Treasurer/CFO candidates;
- prepare written advertisements and job announcement documents for OASBO Job Board, emails directly to all OASBO members, and posting on the K-12 web site;
- coordinate application materials, receive and process application forms;
- develop a target list of candidates that meet criteria identified and actively recruit potential candidates;
- screen candidates meeting profile and interview candidates in the formation of developing the initial list of candidates;
- meet with the Board to review the initial list of candidates being recommended for interview;

- assist the Board in structuring the candidate interviews, questions and candidate post interviews;
- assist the Board in culling the initial interview list to a selected group of finalists;
- supervise the process of reference checking and background checks before final interviews;
- assist the Board in planning finalist interviews, preparing questions, and updates on reference checks;
- assist the Board in negotiating the Treasurer/CFO contract along with suggested contract language;
- provide candidate materials for media release upon appointment;
- notify unsuccessful candidates;

3. Scope of Search Services: The scope of the Search Services selected by the Board will be the Basic level of service, plus any add on indicated below, provided by K-12 Business Consulting are noted above in Section #2 as “Proposed Search Services”, which are incorporated by reference here as the “Search Services” and shall also include a guarantee for one year as outlined in the Treasurer/CFO Search Services: Deliverables and FAQ’s. The Search Services can be modified in writing if agreed to by both parties with notification sent to the address noted in the first paragraph of this agreement.

- Green Room Services \$500 ☐
- On Site ½ day profile meetings \$500 ☐

4. Compensation and Expenses: In return for the services rendered by K-12 Business Consulting noted above, the Board agrees to pay Seven Thousand Nine Hundred dollars (\$7,900) for the Basic Level search service plus any selected addons, from above, for the Treasurer/ CFO search services which includes all time, research, search criteria development, brochure development, pre-screening interviews, evaluation of candidates, initial and final interviews, finalist evaluations and contract offer.

K-12 Business Consulting will be reimbursed expenses for documented mileage at the IRS rate to attend board meetings, interviews and any pre-screening meetings with prospective candidates. The fees and expenses are due upon successful employment of a Treasurer/CFO after the search.

If the Board wishes to terminate this contract prior to employment of a treasurer, the Board will notify K-12 Business Consulting in writing and will pay expenses incurred to the point of termination, and consultants time spent at \$125 per hour for search services and \$67.50 per hour for time spent in travel, not to exceed the agreed upon contract price noted above.

The Board will be responsible for additional search expenses such as: costs to mail invitations to community and staff members for forums; interview binders exceeding six (6) provided; costs to place print and electronic advertisements; costs to print and mail materials to applicants; candidate’s reasonable expenses incurred such as mileage, meals, and lodging; criminal background and third-party reference checking if requested.

5. Termination of this Agreement: This agreement will become effective at such time that it is Board approved and signed by both parties.

This agreement can be terminated at any time by either party upon a fourteen (14) day written notification to the other party at the addresses noted in the first paragraph of this agreement. This

agreement can be terminated immediately upon notice for wrongdoing such as but not limited to fraud, misconduct and/or failure to comply or fulfill the terms of the agreement.

6. Miscellaneous:

- This agreement shall be construed, enforced and interpreted in accordance with all applicable State of Ohio laws.
- No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.
- The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- This agreement shall be binding upon and shall insure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

7. Non-Appropriation

The Board will have the ability to cancel this agreement, with 14 days' prior written notice upon non-appropriation of funds, without penalties incurred.

8. No Indemnification

The District is subject to the provisions of Chapter 2744 of the Ohio Revised Code.

**IN WITNESS WHEREOF**, the parties hereto enter into and execute this agreement on the day and year first above written.

**Tiffin City School Board of Education**

By: \_\_\_\_\_  
Mr. Dustin Williams, President

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
, Treasurer

\_\_\_\_\_  
Date

**K-12 Business Consulting**

By: Christopher Mohr  
Christopher S. Mohr, President  
K-12 Business Consulting

8/5/24  
Date