



FOOD SERVICE SOLUTIONS CONSULTING PROPOSAL
WITH K-12 BUSINESS CONSULTING, INC.

This agreement is made and entered into this 2nd day of March 2021, for the period commencing March 3, 2021 until the services as noted in the scope of services are anticipated to be complete or terminated pursuant to provisions herein. This proposal is made to the Willoughby-Eastlake City School District, 35353 Curtis Blvd., Eastlake, Ohio 44095 by K-12 Business Consulting, Inc., P.O Box 476, New Albany, Ohio 43054.

RECITALS:

WHEREAS, The Willoughby-Eastlake City School District, hereinafter known as “DISTRICT”, has instituted a desire to conduct a Detailed Food Service Program Review;

WHEREAS, K-12 Business Consulting, Inc., hereinafter “K-12” provides public school districts with a variety of business services including Food Service Operation Reviews and Cost Analysis that would meet District’s need;

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

1. **Relationship Established**: Neither K-12 Business Consulting, Inc. nor any of its associates are an employee of DISTRICT for any purpose whatsoever. K-12 Business Consulting, Inc. is an independent vendor who shall have control over the manner and means of performing services under this Agreement. K-12 Business Consulting, Inc. 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 DISTRICT. K-12 Business Consulting, Inc 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 DISTRICT shall not provide workers’ compensation coverage or unemployment compensation coverage for K-12 Business Consulting, Inc.
2. **Scope of Work for District Staffing Study**: DISTRICT agrees to provide K-12 required information on the attached **Appendix A**, and K-12 shall provide the following services to DISTRICT in conducting the requested Study of the District’s Food Service Operations, which are included in the base cost for a 10 to 13 cafeteria operation:
 - a) Review of Menu/Cycle Cost to produce a cost-efficient menu.
 - b) Analysis of Purchasing System/Commodities Utilization to reduce the district’s acquisition cost.
 - c) Work Productivity Measurement to determine the most efficient staffing of the department.
 - d) District Visit¹ to analyze the work sites, production techniques, equipment available and structure of the services.

e) Submit report to the Superintendent/Treasurer/Business Manager on the assessment of, and recommendations for the operating processes and systems for efficient operations in the Food & Nutrition Department. Included will be recommendations for improving the cost efficiency of products purchased, menu offerings changes, commodity utilization, and staff levels for each school.

f) Additional Services selected (see additional service cost structure attached):

-Create Ordering System for Each School – **Not Requested**

- Create a New Menu Cycle System – **Not Requested**

- On Site Production Assessment/Training¹ – **Not Requested**

¹ Travel time for District Visit in excess of 1 hour will be paid at \$50.00/hour and the current IRS mileage rate, will be itemized on the final project invoice.

3. Scope Limitations of Consulting Services: K-12 shall perform specific services needed by DISTRICT necessary to satisfy the requirement of Section 2 Scope of Work. Services not expressly included above in Paragraphs 2 are outside the scope of this review. If at any time additional services beyond the scope of this study are requested, they may be mutually agreed upon by K-12 and DISTRICT and shall be noted in writing as an addendum to this agreement.

4. Fees and Estimated Expenses: For the services identified in Paragraph 2 of this agreement the consulting fee shall be in the form of a fixed rate of Nine Thousand and no/100 dollars (\$9,000.00) to be billed at the time the report has been presented in final draft form, onsite work performed and has been approved by the Superintendent and/or Treasurer and/or Business Manager. Additional expenses will include the following: consultant travel at current IRS rate for mileage to and from district and \$50.00 per hour travel time for travel time beyond 1 hour round trip. A close estimate of this charge can be quoted upon selecting the services required.

Termination of this Proposal: This proposal will become effective at such time that it is signed and instituted by both parties and can be terminated at any time by either party upon a ten (10) day written notification to the other party. Any compensation earned up to the time of termination will be due subject to the limitations noted in Paragraph 5 above. This agreement can be terminated immediately upon notice of wrong doing such as but not limited to fraud, misconduct and/or failure to comply or fulfill the terms of the agreement. If notice is given the following may be served via US mail service as noted:

If to K-12:

Christopher S. Mohr, President
P.O. Box 476
New Albany, Ohio 43054

If to DISTRICT:

Nick Ciarniello, Treasurer
35353 Curtis Blvd.
Eastlake, Ohio 44095

5. Miscellaneous:

A. This agreement shall be construed, enforced and interpreted in accordance with all applicable State of Ohio laws.

B. No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

- C. 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.
- D. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

6. Non-Appropriation

The DISTRICT will have the ability to cancel this proposal, with 30 days prior written notice upon non-appropriation of funds notwithstanding amounts owed to K-12 in Paragraph 6 at the time of a non-appropriation.

8. Warranty

K-12 warrants to the DISTRICT that it will have good title to the services and operating procedures provided by K-12 under this Contract. Upon notice of the breach of the foregoing warranties, K-12 will commence to correct such breach and damage resulting therefrom within forty eight (48) hours after written notice thereof, and will use his best efforts to correct such breach and damage to the satisfaction of the DISTRICT and, except where an extension of time is granted in writing by the DISTRICT, correct such breach and damage to the satisfaction of the DISTRICT within seven (7) days of such notice. If K-12 fails to commence to correct such breach and damage, the DISTRICT, upon written notice to K-12 and without prejudice its other rights or remedies, may correct the deficiencies. K-12 shall be responsible to the DISTRICT costs and expenses incurred in connection with such correction.

9. No Indemnification

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

10. Governing Law

The laws of the State of Ohio shall govern this Contract and jurisdiction for all disputes shall be in the Franklin County Common Pleas Court.

11. Authorization

By signing below, the parties warrant that they are authorized to execute said Contract and that the other party may act in reliance of this execution.

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

Willoughby-Eastlake City School District

By: _____
Steve Thompson, Superintendent

Date

By: _____
Nick Ciarniello, Treasurer

Date

K-12 Business Consulting Inc

By: _____
Christopher S. Mohr, President

Date

By: _____
Christopher P. Ashley, Food Service Consultant

Date