

Consulting Agreement

I. Definitions

- 1.1. Consulting Agreement, dated as of August 7, 2023 (this "Agreement"), between Raytown Quality Schools, having a place of business at 6608 Raytown Road, Raytown, MO 64133 (the "Client") and Assel Consulting, LLC (dba Assel Grant Services), a limited liability corporation having an address at 2217 SE King Street, Lee's Summit, MO 64063 ("Consultant").

II. Term and Termination:

- 2.1. Unless the obligation of Consultant to remain available to consult with the Client shall be terminated, Consultant shall be available to the Client to perform the Services for a period that shall end on March 31, 2024.
- 2.2. This agreement may be terminated upon thirty (30) days written notice by either the Client or the Consultant.

III. Scope of Work:

- 3.1. Consultant shall be available to provide, and shall provide, Services to the Client (the "Services") as set forth in this Agreement. The nature of such services and the time within which such services are to be performed shall be determined by the Client and Consultant from time to time based on Scope of Work in Attachment A.

IV. Information Supplied by the Client:

- 4.1. The Consultant and Client recognize that performance of tasks in the Scope of Work necessitates communication and information exchange between the parties and with funders. The Client shall make available to the Consultant the information it has in its files and records and which is readily available to it to the extent that the same is required by the pending application. The Client shall provide the requested information in a timely manner for the Consultant to complete the grant application so there is not delay in completing the tasks set out in the Scope of Work. Consultant shall not be liable for error, delays or other consequences of a failure on the part of the Client to supply Consultant with documents, data or cooperation on a timely basis.
- 4.2. The Client agrees, as part of the application and award process, to the grant assurances that it will comply with all the applicable application and award requirements, including all applicable Federal, State, and local laws, rules, regulations and ordinances. The Client also recognizes that if funding is received, the Client is responsible for any acknowledgments and reports to the funder, unless included in the Scope of Work.

V. Confidentiality

- 5.1. In the course of Consultant's performance hereunder, Consultant may obtain "Confidential Information" including, without limitation, (i) any materials, trade secrets, know-how, formulas, processes, procedures, characters, ideas, improvements, strategies, inventions, data, art work, creative development strategies, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and

operational information, policies or practices, and all other nonpublic information, material or data relating to the current and/or future business and operations of the disclosing party including released or unreleased products or services, and (ii) any information, material or data provided by subsidiaries, agents and/or third party vendors of the disclosing party; (b) any analyses, compilations, studies, summaries, extracts or other documentation prepared by the receiving party based on the Information disclosed by the disclosing party; and (c) any Information that under the circumstances surrounding disclosure, ought to be treated as confidential.

- 5.2. Confidential Information shall not include any information that (a) if such Information is known to the receiving party prior to disclosure thereof by the disclosing party; (b) after such Information is published or becomes available to others, without restriction and without breach of this Agreement by the receiving party; (c) after such Information becomes available to the receiving party from others having no obligation to hold such Information in confidence; or (d) if such Information is developed by the receiving party independently of any disclosure of such Information by the disclosing party. Confidential Information shall not be considered to be in the public domain merely because it is suggested by more general information or could be assembled from one or more sources or has become available to the public by virtue of a breach of this Agreement or a similar agreement by another person or entity.
- 5.3. Consultant acknowledges the confidential and secret character of the Confidential Information, and agrees that the Confidential Information is the sole, exclusive and valuable property of Client. Accordingly, Consultant shall not reproduce any Confidential Information without the consent of Client, use any Confidential Information except in the performance of this Agreement, and not disclose any Confidential Information except as authorized by Client or required by law.
- 5.4. Contractor will also comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”), 45 C.F.R. §§ 160 and 164 (“HIPAA Privacy Rule”) Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act, and will defend, indemnify and hold harmless School District for any damages suffered by School District by reason of Contractor’s failure to do so. While performing services under this Agreement, Contractor and its agents and employees will comply with all applicable Board Policies and Regulations, including policies on prohibiting illegal discrimination and harassment, staff conduct, contact with students, privacy of student information, and transportation.

VI. Compensation:

- 6.1. The Consultant shall use all resources at the Consultant's disposal to perform the duties as assigned and agreed to by both parties and shall submit the same in good faith. However, no guarantee of receipt of funding by the Client is implied or promised by Consultant. Payment for the Services is due even if Client decides not to submit the proposal or if the Client does not receive the grant.
- 6.2. As compensation for performance of the services set forth in the Scope of Work above, the Client agrees to compensate the Consultant at \$110/hour. Billable hours will include all activities mentioned in Section III, as well as telephone consultations and information exchanges with Client via phone and email, communication with prospective funding agencies to clarify guidelines/instructions or to request information, and travel time to/from meetings, if necessary. To the extent applicable, travel between schools will be considered billable time and the mileage will be billed at the current IRS mileage rate. The Client will not be responsible for paying the Consultant for any hours that are not related to the preparation of the grant proposal.
- 6.3. In addition to the hourly fee, the Client agrees to reimburse the Consultant for all reasonable expenses incurred by the Consultant in the course of providing said services. Reimbursable expenses include postage, copying, travel, etc. For the avoidance of doubt, the Client will not be responsible for reimbursing the Consultant for any expenses that are not directly related to the preparation of the grant proposal.

VII. Billing:

- 7.1. Consultant will keep careful track of hours spent on Client business and submit an itemized invoice on a monthly basis with each invoice sent within the first five working days of the following month. The invoice must be accompanied by a detailed breakdown of the hours that were spent on the grant proposal and the expenses that were incurred.
- 7.2. Upon receipt by the Client, the payment for the invoice is due within 30 days of receipt. A late fee of 1% of invoiced amount will be assessed to any payment not received within 30 days of the submission of an invoice and additionally every additional 30 days the invoice remains unpaid.

VIII. Indemnification and Limitation of Liability:

- 8.1. To the extent permitted by law, Consultant will defend, indemnify, and hold Client and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Consultant's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Consultant or Consultant's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

- 8.2. To the extent permitted by law, Client will defend, indemnify, and hold Consultant and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Client's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Client or Client's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- 8.3. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will reasonably cooperate in the investigation and defense of any such matter.
- 8.4. The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

IX. Business Relationship and Conflict of Interest:

- 9.1. The Consultant is and remains open to conducting similar tasks or activities for clients other than the Client. This Contract shall not preclude the Consultant from developing grant calendars, grant proposals, or grant reports for themselves, or for others, utilizing the knowledge and skills also used to provide services for the Client.

X. Independent Consultant Status:

- 10.1. The services performed by the Consultant shall be as an independent Consultant and the Consultant will not be considered an employee of the Client for any purposes. The Client shall not have control over the means and methods by which the Consultant performs its Services. Neither the execution and delivery of this Agreement nor the performance of the Services shall for any purpose whatsoever or in any way or manner create an employer- employee relationship. The Consultant holds itself out to the public to be a separate business entity than the Client and as such is responsible for payment of all taxes, fees, licenses, insurances, and other standard business expenses.
- 10.2. The Consultant will provide the Client a signed W-9 tax form before the first working day of the agreement.

XI. Other Provisions

- 11.1. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by a written instrument signed by both parties.
- 11.2. Either party may waive any rights under this Agreement only by written waiver duly signed by such party, and no failure to exercise or delay in exercising a right under this Agreement shall constitute a waiver of such right;

- 11.3. All notices under this Agreement must be in writing and shall be deemed to have been delivered to and received by a party, and will otherwise become effective, on the date of actual delivery thereof (by personal delivery, express delivery service or certified mail) to the Notice Address of such party set forth below.
- 11.4. This Agreement shall be governed by, and interpreted in accordance with, the laws of the state of Missouri. Any suit, action or proceeding instituted under or in connection with this Agreement shall be brought only in the Circuit Court of Jackson County, Missouri or the United States District Court for the Western District of Missouri, whichever appropriate. Both parties hereby consent to the jurisdiction and venue of such courts.
- 11.5. The headings of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement for any other purpose. This Agreement may be executed in separate counterparts but shall constitute but one instrument.
- 11.6. Nothing in this Agreement shall be considered a waiver of Client's sovereign immunity or governmental immunity, by whatever name, under the laws of the State of Missouri including, but not limited to, under RSMo. § 537.600, et seq.
- 11.7. In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees granted in a judgment rendered in such action.
- 11.8. If either party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including fire, explosion, flood, epidemic/pandemic or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performance will be excused for three months or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives immediate written notice to the other party of the Force Majeure Event.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date of this Agreement.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Company: _____

Company: Assel Grant Services

Address: _____

Address: 2217 SE King Street

Lee's Summit, MO 64063

Billing Contact

Billing Contact

Name: _____

Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Email: _____

Email: Tom.Assell@AsselGrantServices.com

Email for monthly invoices: _____



**Quote for Raytown Quality Schools
August 2023 - March 2024**

Since 2007, Assel Grant Services (AGS) has helped organizations secure more than \$340 million in grant funding. AGS is a professional grants firm offering training; prospect research and grant calendar development; program and evaluation development; case statement writing, editing, and refreshing; foundation, corporate, and government proposal writing, project management, and submission; application reviewer and coaching; policies and procedures review and development; grant management; and grant reporting. AGS has the capacity to fit any organization's full grant calendar into our workload as requested.

Our team of grant professionals is equipped to deliver the following scope of work, which has been designed based upon conversations with the client. This should be considered an estimate for planning purposes and may fluctuate based upon circumstances including the amount of communication required between client and consultant and the amount of content provided/created by the client. The client is billed by the hour monthly for the actual amount of work completed.

Phase	Tasks	Time Commitment	Annual Total
Planning/ Capacity	<ul style="list-style-type: none"> • Discussions with finance, development staff, and program staff to identify dollar amounts needed. • Assembly/ creation of program budgets and budget narratives for key programs. • Review grant opportunities identified by program staff or leadership. • Prepare list of questions of information required for upcoming grants and distribute to program staff. • Coach development staff on funder relations. • Review of outcomes/survey distribution. 	<ul style="list-style-type: none"> • 3-4 hours per month 	25 hours

Grant Research	<ul style="list-style-type: none"> • Ongoing monitoring of upcoming opportunities 	<ul style="list-style-type: none"> • 2-3 hours per month 	15 hours
Proposal/ Report writing	<ul style="list-style-type: none"> • Children's Services Fund of Jackson County (Academic Years 2024-25 and 2025-26) Due October 2023 • 3 additional foundation grants • 1 federal grant • Report writing as needed 	<ul style="list-style-type: none"> • 25 hours • 25 hours x 3 = 75 hours • 100 hours • 50 hours for reports 	250 hours
			290 hours
Rate	\$110/hour		
Total			\$31,900

** Grant writing estimates depend upon variables including how much information is provided by the client, the amount of time the consultant spends trying to gather information from the client, and the complexity of the application. We can provide estimates for specific opportunities as needed.*

- Reports ~5-8 hrs for a foundation to 15-25 hrs for an annual performance report (federal)
- Small grants 8-15 hrs (e.g., small family foundations, letter proposals)
- Medium grants 15-30 hrs (online applications or foundations with multiple attachments)
- Large grants 30-50+ hrs (complex applications such as national foundations, or state grants)
- Federal grants 80-200+ hrs depending upon federal agency and requirements