

## **Consulting Agreement**

### **I. Definitions**

- 1.1. Consulting Agreement, dated as of April 1, 2025 (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 company having an address at 2217 SE King Street, Lee's Summit, MO 64063 ("Consultant").

### **II. Term:**

- 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, 2026.
- 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 and in accordance with the general principals set forth in Attachment B, each of which is incorporated herein by reference.

### **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 no 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 ("Information") including, without limitation, (a) 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 (b) any information, material or data provided by subsidiaries, agents and/or third party vendors of the disclosing party; (c) any analyses, compilations, studies, summaries, extracts or other documentation prepared by the receiving party based on the Information disclosed by the disclosing party; and (d) 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.

#### **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 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 One Hundred Twenty-Five and 00/100 Dollars (\$125.00) per hour. Billable hours will include all activities mentioned in Section III, as well as telephone consultations and information exchanges 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.

- 6.3. In addition to the hourly fee, the Client agrees to reimburse the Consultant for all expenses incurred by the Consultant in the course of providing said services. Reimbursable expenses include postage, copying, travel, etc.

#### **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 (5) working days of the following month.
- 7.2. The payment for the invoice is due within thirty (30) days of receipt by the Client. A late fee of one percent (1%) of invoiced amount will be assessed to any payment not received within thirty (30) days of the submission of an invoice and additionally every additional thirty (30) days the invoice remains unpaid.

#### **VIII. Business Relationship and Conflict of Interest:**

- 8.1. The Consultant is and remains open to conducting similar tasks or activities for clients other than the Client. This Agreement 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.

#### **IX. Independent Consultant Status:**

- 9.1. 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.
- 9.2. The Consultant will provide the Client a signed W-9 tax form before the first working day of the Agreement.

#### **X. Other Provisions**

- 10.1. This Agreement and its attachments 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.
- 10.2. 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.
- 10.3. 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.

- 10.4. 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 a court of competent jurisdiction of the State of Missouri or in the U.S. District Court for the Western District of Missouri. The Client and Consultant irrevocably waive any objection to, and any right of immunity on the grounds of, improper venue, the convenience of the chosen forum, the personal jurisdiction of such courts or the execution of judgments resulting there from.
- 10.5. 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.

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: \_\_\_\_\_

By: Dr. Robert Cordell

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

By: Julie Assel

Title: President/CEO, Sr. Writer

Company: Assel Grant Services

Address: 2217 SE King Street

Lee's Summit, MO 64063

Billing Contact

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Billing Contact

Name: Tom Assel

Title: Vice President

Phone: (417) 288-9668

Email: Tom.Assel@AsselGrantServices.com

Email for monthly invoices: \_\_\_\_\_