

# Application: CCCSFSD21-0000000003

Kearney School District  
Clay County Children's Services Fund 2021 School Districts

## Summary

**ID:** CCCSFSD21-0000000003  
**Status:** Grant Agreement Pending  
**Last submitted:** Jul 6 2021 02:57 PM (CDT)

## 2021 School District Grant Agreement

Incomplete

# 2021

**Grantee:** Kearney School District

**Grant Number:** CCCSFSD21-0000000003

**Renewal Approval Date:** 7/21/2021

**2021-2022 Total Award Amount:** \$827,500.00

- **2020 Carryover Amount as of :** \$185,084.15
- **2021-2022 Grant Amount:** \$642,415.85

**2021 Grant Period:** 7/1/2021 to 6/30/2022

**Program Name:** CCCSFSD21-0000000003

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The Clay County Children's Services Fund (the "CCCSF") is pleased to approve a grant to **Kearney School District** (the "Grantee") in the total amount of **\$827,500.00** which is made under the terms and conditions set forth in this Agreement. This grant is made in accordance with the proposal dated , including the approved budget and outcomes, each of which is attached hereto as Exhibit A and incorporated by reference and made a part hereof (collectively, the "Proposal").

### 1. Purpose and Use of Grant Funds.

The CCCSF contracts with the Grantee to provide services as outlined in the proposal to Clay County residents ages birth through nineteen (19) years and agrees to provide the grantee with a sum not greater than **\$827,500.00** on a Reimbursement basis for such services with the following conditions, stipulations

or contingencies:

Any deviation from the budget submitted as part of the Proposal that exceeds 10% must be approved in writing by the CCCSF.

**2. Service to be Performed.** The Grantee shall use the grant exclusively for the purpose outlined in the Proposal dated , which is in accordance with the parameters established by the CCCSF. Grant funds shall be expended only in accordance with the Proposal. Grantee agrees to and understands that services performed under this Agreement shall be limited to serving children age birth through nineteen (19) years and residing in Clay County, Missouri.

**3. Term.** The term of this Agreement shall be from September 1, 2021 to August 30, 2022. Should the Grantee not sign the agreement on or before October 1, 2021, the agreement will be deemed rejected by the grantee.

**4. Payment of Grant Funds.** The Grantee agrees to submit a monthly financial expenditure report to the CCCSF on or before the last day of each month for those services actually provided during the previous month. Should the last day on a weekend day, submissions are due the first following business day. Transactions submitted to the CCCSF by the Grantee on or after 120 days from the date of service provision shall be subject to denial. *The Grantee agrees to utilize any template and data collection tools provided by the CCCSF. The Grantee agrees to provide backup documentation for expenditures made with CCCSF grant money. General ledger reports are considered appropriate supporting documents.*

All invoices for calendar year 2021, must be submitted no later than January 31, 2022.

Grant funds will be available for disbursement utilizing the following schedule:

1. If approved, initial payment of \$0.00 on August 1, 2021. Please note Grant Agreement must be signed prior to receipt of funds.
2. Monthly financial reporting required until initial payment or carryover is expended; then monthly financial reporting for reimbursement may be submitted.
3. Balance of funding available for monthly reimbursement upon financial expenditure report submission. Report forms will be available August 1, 2021.

CCCSF will process payments no later than thirty (30) days from the date the financial expenditure report is submitted. Exceptions to this time frame may include errors in financial expenditure report submission, missing information, or processing and will be communicated to the Grantee.

The CCCSF retains the right to deduct from a financial report any overpayment made by the CCCSF on a prior report.

The CCCSF retains the right to make corrections/changes to a financial report with appropriate notification to the Grantee.

**5. Repayment of Unused or Improperly Used Funds.** The Grantee agrees to expend the entire grant amount in accordance with the Proposal. The Grantee shall repay any portion of the funds not used for the purposes identified in the Proposal and this Agreement within thirty (30) days of receipt of a written request by the CCCSF. Any portion of the grant unexpended at the completion of the grant period shall be repaid to the CCCSF within thirty (30) days of the end of the grant period, unless the CCCSF shall otherwise specify in writing.

**6. Grant Monitoring and Evaluation.** Both the quality of work done and the Grantee's progress toward achieving the goals of the grant will be reviewed by the CCCSF. CCCSF will also monitor the continued commitment of the Grantee's personnel involved in the work of the grant.

The CCCSF may, at its expense, monitor and conduct an evaluation of operations under this grant which may include visits by representatives of the CCCSF or by independent evaluators to observe the Grantee's program procedures and operations and to discuss the program with the Grantee's personnel. The Grantee agrees that access for purposes of evaluation shall not be unreasonably withheld. The Grantee shall provide the CCCSF the following:

- a. Certificate of Corporate Good Standing with the State of Missouri
- b. Current 501c3 Nonprofit status
- c. Certificate of Incorporation
- d. Current insurance coverage
- e. Table of organization
- f. Organization brochure

The Grantee agrees that an annual independent financial audit report and management letter by an outside certified public accountant shall be submitted to the board within 180 days of the Grantee's fiscal year-end. CCCSF funding will not be allocated if an audit is not submitted by the deadline.

The Grantee agrees to notify the board verbally immediately (within 48 business hours) of the following situations. Written notification must be received within two (2) business days of verbal notification:

- a. The departure of the Grantee's executive director and/or chief financial officer.
- b. Any lawsuit initiated by the Grantee or pending against the Grantee.
- c. Any malfeasance that includes but is not limited to any wrongdoing (criminal or otherwise) by any employee of the Grantee including supervisory and management personnel, contractors (independent or otherwise) or any person that may provide any type of service or product to the

- Grantee and how the Grantee plans to resolve the situation.
- d. A major change in service delivery.
- e. The loss of significant funding.
- f. Any action taken by the Government of the State of Missouri.

Governmental Regulations. If the Grantee receives any notice from any governmental or regulatory agency concerning its program or property, the Grantee shall immediately provide all such documentation to the CCCSF including any plan of correction to be submitted by the Grantee.

**7. Termination.** If a material breach of this agreement occurs the CCCSF may terminate the agreement and all unexpended funds shall be returned to CCCSF within 30 days of written notice to the grantee.

**8. Reports.** The Grantee shall furnish to the CCCSF detailed quarterly reports on the use of the grant in accordance with the schedule identified below. The report must be submitted on the report form provided by the CCCSF. The CCCSF reserves the right not to award further grants to the Grantee until all reporting requirements for all previous grant awards have been satisfied.

- a. **Annual Audit and Management Letter.** Grantee is required to provide to the CCCSF a copy of their most recent audit and management letter with the execution of this agreement and annually until the agreement is terminated.
- b. **Presentation.** Grantee will provide a report, in person, before the CCCSF on a date and time mutually agreed to.
- c. **Progress Report dates will be as follows:**

Reports Required and Due Dates		
	For period	Report Due
Quarterly Interim Report	07/01/2021 through 9/30/2021	10/31/2021
Quarterly Interim Report	10/01/2021 through 12/31/2021	01/31/2022
Quarterly Interim Report	01/01/2022 through 03/31/2022	04/30/2022
Final Report	04/01/2022 through 06/30/2022	07/31/2022

**9. Acknowledgement of Support.** The Grantee shall inform the recipients of the service(s) performed under this Agreement that all or part of the source of funds for said service(s) are from the CCCSF. All manuscripts, papers, releases, exhibits or interviews prepared for meetings, the public or private press, magazines, periodicals, radio, television or other means of communication dealing with the activities or achievement of the work of the grant shall acknowledge the CCCSF's support. The recommended language for acknowledgement is: ***Kearney School District received a grant from the Clay County Children's Services Fund.***

**10. Grievances.** The Grantee shall establish a system satisfactory to the CCCSF through which recipients of services under this Agreement may present grievances concerning participant rights and the operation of the program services.

**11. Future Funding.** The Grantee acknowledges that the CCCSF and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement. If any of the grant funds are returned or if the grant is terminated for any reason, the Grantee acknowledges that the CCCSF will have no further obligation to the Grantee in connection with this grant as a result of such return or termination. Furthermore, if CCCSF's financial status changes negatively, CCCSF reserves the right to cancel future grant payouts on any multi-year commitments it has made.

**12. Modification.** This Agreement sets forth all of the terms of the grant and replaces any and all prior understandings and agreements. No oral representations or other agreements have been made by the parties except as stated herein. Any modification or amendment must be made in writing and signed by an authorized officer of the Grantee and of the CCCSF. No term or provision of this Agreement may be waived except in writing signed by a duly authorized officer or agent of the CCCSF.

**13. Applicable Law.** The law of the State of Missouri exclusively shall govern and apply to all legal proceedings pertaining to the Agreement or otherwise concerning the subject matter of this Agreement. All such legal proceedings shall be heard exclusively in the state or federal courts with subject matter jurisdiction sitting in Missouri, and the Grantee submits to the personal jurisdiction and venue of such courts for such purposes.

**14. Headings.** The titles of any paragraph of this Agreement are for convenience only and are not intended to be a part of, or affect the meaning or interpretation of, this Agreement, but are, instead, used only to specify the content of the articles and sections.

**15. Extension of Contract.** The parties may by mutual agreement extend the Agreement terms on a month-to-month basis if there is not a new Agreement by September 1, 2022. The month-to-month contract shall continue for a period of time not to exceed four (4) months or until CCCSF gives the Grantee 30 days written notice that it will no longer contract with them.

**16. Severability.** In the event that any provision or any part of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions thereof, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

**17. Indemnification.** The Grantee agrees to defend and hold harmless the CCCSF and its officers and employees from and against any claim, including the expenses of investigation and defense of such claim, arising out of or in any way connected with this grant or the expenditure of grant funds.

**18. Warranties and Representations.** The Grantee acknowledges and represents that it completed and submitted to the CCCSF the Proposal, and that all statements therein were true, accurate and complete and remain true, accurate and complete, and the CCCSF has relied on such statements in deciding to enter into this Agreement. The Grantee represents that there is no fact known to the Grantee or its agents or employees which would materially affect the CCCSF's decision to provide funding under this Agreement which has not been disclosed to the CCCSF.

**19. Notice.** Communications relating to this Agreement must be communicated by certified mail, return receipt requested, email or by overnight courier to the following addresses or as may be later designated by written notice to the other party:

**Clay County Children's Services Fund**

Attn: Kathy Macken, Executive Director

7001 N Locust, Ste. D-205

Gladstone, MO 64118

Phone: 816-702-8686

Email: [kmacken@claycokids.org](mailto:kmacken@claycokids.org)

Kearney School District

Attn: Jennifer Kopp

150 West State Route 92

Kearney, MO 64060

**20. Complete Agreement.** This Agreement constitutes the complete understanding of the parties hereto with respect to the subject matter and may be modified or amended only by a written instrument executed by both parties.

The undersigned have read and understand the contents of this Agreement and are authorized to enter

into this Agreement on behalf of the parties hereto.

**Signature of Authorized Representative (e.g. District Superintendent)**

**Printed Name and Title**

(No response)