

COOPERATIVE AGREEMENT

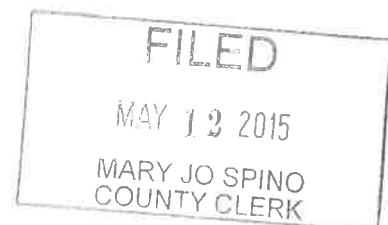
**THIS AGREEMENT**, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, hereinafter referred to as "the County" and a Missouri not-for-profit corporation, **W.E.B. DUBOIS LEARNING CENTER, 5501 CLEVELAND, KANSAS CITY, MO 64130**, hereinafter referred to as "Organization".

WHEREAS, the County and Agency desire to enter into an Agreement to provide funding to be used for its Mind, Body, and Soul program; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Organization respectively promise, covenant, and agree with each other as follows:

1. **Services**. Organization shall provide the Mind, Body and Soul program, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. If Organization encounters unforeseen circumstances that require a change to Organization's budget, Organization shall submit a written request to the Jackson County Legislative Auditor's no later than October 30, 2015. Any changes to the budget must be approved by the Jackson County Legislature.



2. **Terms Of Payment.** The County agrees to pay Organization the total amount of **\$5,000.00** in quarterly installments of **\$1,250.00**, with the payment for the first quarter to be made upon execution of this Agreement. The remaining payments shall be made upon the County's receipt of the reports as set forth in paragraph 3 hereof. The County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

3. **Reports/Other Documentation.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization shall submit a quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents requested by the Director of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The report for the first quarter shall be submitted within 30 days after the execution of this Agreement. The last quarter's report shall include an annual report which shall summarize all of Organization's activities pursuant to this Agreement. Organization's failure to submit this annual report shall disqualify Organization from future funding by the County.

Organization must notify the County in writing on Organization's letterhead, within five working days of the following changes:

- a. Organization name, address, telephone number, administration, or board of directors
- b. Organization funding that will affect the program under this contract
- c. Liability insurance coverage

- d. Management or staff responsible for providing services pursuant to this contract
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization

4. **Submission Of Documents.** No payment shall be made under this Agreement unless Organization shall have submitted to the County's Director of Finance and Purchasing: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Organization's total budget for its most recent fiscal year; and (4) a detailed explanation of actual expenditures of the County's funds (pertains to final payments and payments on contracts for future years). If Organization has previously received funding from the County, to be eligible for future payments, Organization must submit either an audited financial statement for Organization's most-recent fiscal or calendar year by March 31 of the following year, or a certified public accountant's program audit of the County's funds by January 31 of the following year. Any documents described herein which were submitted to the Director of Finance and Purchasing as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

5. **Equal Opportunity.** Organization shall maintain policies of employment as follows:

A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion,

color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants are employed and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. Organization and Organization's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

6. **Employment Of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7. **Audit.** The parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Organization pertaining to its

finances and operations. Further, Organization agrees to establish and adopt such accounting standards and forms as recommended by the County prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document expenditure of these funds may be changed from time to time by the County.

8. **Default.** If Organization shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Organization, the County shall give Organization ten days written notice, setting forth the default. If said default shall continue and not be corrected by Organization within ten days after receipt of notice from the County, the County may, at its election, terminate this Agreement and withhold any payments not yet made to Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

9. **Appropriation Of Funds.** Organization and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payment due hereunder, County shall immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are

otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.

B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

10. **Conflict Of Interest.** Organization warrants that no officer or employee of the County, whether elected or appointed, shall, in any manner whatsoever, be interested in or receive any benefit from the profits or emoluments of this Agreement.

11. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect; and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

12. **Indemnification.** Organization shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions

of Organization during the performance of this Agreement.

13. **Insurance.** Organization shall maintain the following insurance coverage during the term of this Agreement.

A. Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

B. Organization shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

14. **Term.** The term of this Agreement shall commence January 1, 2015, and shall continue until December 31, 2015, unless sooner terminated pursuant to paragraph 8, 15, or 19 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Organization as verified

by the County's audit.

15. **Termination**. This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days' written notice to the other party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by Organization to the County within ten (10) days of the termination of this Agreement.

16. **Standard Of Care**. Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

17. **Financial Contact**. Organization shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

Fiscal Representative  
Q. Troy Thomas  
415 E. 12<sup>th</sup> Street, Suite 100  
Kansas City, MO 64106

**W.E.B. Dubois Learning Center**  
Dr. Deana Ervin, Executive Director  
5501 Cleveland  
Kansas City, MO 64130  
(816) 221-4106

18. **Compliance**. The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to his responsibilities as set out in Chapter 6 of the Jackson County Code.



Organization shall file quarterly compliance reports as required by the County Compliance Review Office. The County warrants that all books, records, accounts, and any other documents in the possession of the County relating to this Agreement are public records open for inspection in accordance with Chapter 610, RSMo.

19. **Remedies For Breach.** Organization agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:

A. The County may, without prior notice to Organization, immediately terminate this Agreement; and

B. The County shall be entitled to collect from Organization all payments made by the County to Organization for which Organization has not yet rendered services in accordance with this Agreement, and to collect the County's reasonable attorney's fees, court costs and service fees if it is necessary to bring action to recover such payments.

20. **Transfer And Assignment.** Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

21. **Organization Identity.** If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the county in the event it is merged or purchases by any other entity.

22. **Confidentiality.** Organization's records concerning the identities of those participating in its programs shall be strictly confidential; the County shall be entitled to examine said records in performing its audit and review functions, but shall not disclose

said identities to any third party in any fashion.

23. **Incorporation**. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 12<sup>th</sup> day of May, 2015.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon  
W. Stephen Nixon  
County Counselor

By Michael D. Sanders  
Michael D. Sanders  
County Executive

ATTEST:

W.E.B. DUBOIS LEARNING CENTER

Mary Jo Spino by cho  
Mary Jo Spino  
Clerk of the Legislature

By Dr. Deana Brown  
Title Executive Director  
Federal Tax I.D. 43-1225401

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$5,000.00, which is hereby authorized.

May 7, 2015  
Date

Director of Finance and Purchasing  
Director of Finance and Purchasing  
Account No. 002-7735-56789  
77352015001



**OUTSIDE AGENCY FUNDING REQUEST FORM  
2015 BUDGET**

415 E 12th Street, 2nd Floor  
 Kansas City, MO 64106  
 Email: auditor@jacksongov.org

Section A: Organization or Agency Information . . . . . page 1  
 Section B: Agency's 2014 and 2015 Revenue Information . . . . . page 2  
 Section C: Jackson County Program Budget Request . . . . . page 3  
 Section D: Program Information . . . . . pages 4 - 8

**Section A: Organization or Agency Information**

Name: WEB DuBois Learning Center

Address: 4510 East Linwood Blvd Zip Code: 64128

Phone No: (816) 523-3339 Fax:

Website Address: [www.duboislrc.org](http://www.duboislrc.org)

Federal Tax ID No: 43-1225401 Fiscal Year Cycle: 2015

Executive Director/President: Dr. Deana Ervin

Phone No: 913.221.4106 Email: [drevin@duboislrc.org](mailto:drevin@duboislrc.org)

Name/Title of Principal Contact Person: Dr. Deana Ervin

Phone No: 913.221.4106 Email: [drevin@duboislrc.org](mailto:drevin@duboislrc.org)

**Section B**  
**Agency's 2014 and 2015 Revenue Information**

**Agency's 2015 Projected Revenue Information**

Funding Entity	Source You Will Request 2015 Funding From	Projected Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ 75,000	26
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ 10,000	4
Fundraisers		\$ 200,000	70
Other		\$ -	0
<b>2015 Total Projected Revenue</b>		<b>\$ 285,000</b>	

**Agency's 2014 Revenue Information**

Funding Entity	Source You Received 2014 Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ -	0
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ 62,000	100
Fundraisers		\$ -	0
Other (please list)		\$ -	0
<b>2014 Total Revenue</b>		<b>\$ 62,000</b>	

**Please identify the Jackson County source(s) your agency received funding from in 2014**

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Mental Health Levy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Outside Agency Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
<b>2014 Total Jackson County Funding</b>			<b>\$ -</b>	

**If so, in what way did you participate? If not, why? We did not have paid staff to submit grants last year. Our new Executive Director is now in place.**

Mid America Regional Council	\$ -
MAAC Link	\$ -
Harvesters	\$ -

**Section C**  
**2015 Jackson County Program Budget Request**  
*complete a separate program budget for each program your agency is applying for funding*

**Agency Name:** W.E.B. DuBois Learning Center, Inc.

**Program Name:** Uplifting Families: Mind, Body, & Soul

**Program Request #**  of

**Personal Services**  
attach job description or duties for **NEW** salary requests only

Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson Co.
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Fringe Benefits			\$ -
<b>Total Personal Services</b>			<b>\$ -</b>

**Contractual Services**

KCMSD Lease for Building Usage	\$ 5,000	
	\$ -	
	\$ -	
	\$ -	
<b>Total Contractual Services</b>		<b>\$ 5,000</b>

**Supplies**

Total Supplies		\$ -

**Total Jackson County Program Budget Request \$ 5,000**

## Section D 2015 Program Information

*Complete a separate program information sheet for each program your agency is applying for funding*

Agency Name: WEB DuBois Learning Center, Inc.

Program Name: Uplifting Families: Mind, Body, & Soul

Program Request # 1 of 1

### Service Delivery Area

**Identify your specific geographic service delivery area for each program**

Family income has been shown to affect a child's well-being in numerous studies. Compared to their peers, children in poverty are more likely to have physical health problems and are also more likely to have behavioral and emotional problems. Children in poverty also tend to exhibit cognitive difficulties, as shown in achievement test scores, and are less likely to complete basic education satisfactorily.

Historically we have served Jackson County residents for 41 years. Our service population consists heavily of urban students. However, we have experienced an influx of students from the greater KC metro area. Thus we have expanded our academic and prevention services, outreach efforts, and community partnerships to support populations heavily drawn from the South KC, Hickman Mills, Hillcrest, Grandview, and Raytown communities.

The surrounding community is also reflective of the Kansas City school district according to the MO Dept. of Elementary and Secondary 2013 District Report, our service area has 16,833 students enrolled with an ethnic/racial breakdown as follows: 59.4% African-American, 27.3% Hispanic, and 4.2% other. The report also reflects that 89.1% of students participate in the free/reduced meals program. Our service area community reflects families that have community risk factors as well as school risk factors.

### Fund Separation

**Indicate what measures your agency will take to ensure that funds received from Jackson County will be utilized for the benefit of Jackson County residents**

100% of our service population hails directly from the Jackson County community. Intake data collected via enrollment applications and school records confirm that all clients are Jackson County residents.

## Section D 2015 Program Information

*Complete a separate program information sheet for each program your agency is applying for funding*

**Agency Name:** WEB DuBois Learning Center, Inc.

**Program Name:** Uplifting Families: Mind, Body, & Soul

**Program Request #** 1 of 1

<b>Approach &amp; Method</b>
<b>List the top three (3) objectives for each program</b>
<p>1. MIND (Academic Tutoring) Our two generation approach for young families address the developmental needs of the students academically, their young parents, older guardians, and families as a whole. We do this by providing tutoring and parent seminars that improve academic performance, school relationships, and overall individual and family empowerment. As a result, the whole family moves toward self improvement, academic success, and self sufficiency. We strengthen students academically, but also empower younger parents and older guardians to advocate for their students within school and community settings. We connect all family members with opportunities, through our skills-based coaching, and support resources that will help them achieve academic improvement, financial independence, and self-sufficiency. Our objectives are <del>academic improvement, self-sufficiency, strengthened parenting skills and engagement, and active</del></p>
<p>2. BODY (Fintess &amp; Wellness) Our approach is to provide training, resources, and instruction on health related issues to impoverished communities. We do this by providing fitness classess, community garden programs, and health and wellness seminars that will cultivate an atmosphere of living healthy. Benefits include personal fitness and wellness resources for all participants, incorporation of intergenerational healthy habits and lifestyles, and continual demonstrations of learned skills through events such as cooking demonstrations, farmers market events, community garden outreach, "eating from the garden" events.</p>
<p>3. SOUL (Wraparound services, capacity building seminars, and family coaching) Our aim is for participants to enhance their self awareness, self-development, social awareness, and social responsibility. We do this by connecting participants, mentors, facilitators, tutors, volunteers, organizational partners, and presenters in academic workshops and family coaching seminars. These sessions provide 21st-century skills-based training sessions that empower participants of all ages to make better decisions in the face of adversities and challenging situations common within urban communities.</p>
<b>Detail specific methods you will use to achieve these objectives</b>
<p>MIND (Academic Programming) Our formal and informal tutorials and parent education seminars are used to achieve the objectives described above. Our service delivery model entails, but is not limited to the following components: Professional volunteers; clinical wraparound intake assessments, pre-and post evaluations, surveys, educational plans, college coaching portfolio planning, personal fitness and wellness plans, academic tutoring placement tests, benchmark exams, etc</p> <p>BODY (Health &amp; Wellness) Our programming has expanded to provide fitness classess, community garden programs, resource rooms full of literature, and health and wellness seminars that will cultivate an atmosphere of living healthy.</p> <p>SOUL (Wraparound Services) We are working with Black Health Care Coalition and other community health programs to provide on site services to ensure that participants not only receive academic support, but also receive the necessary skills to become self sufficient. Desired services, contingent on funding, include intake assessments, one-on-ones, small group seminars, coaching plans, and community resource referrals that empower families.</p>

## Section D 2015 Program Information

*Complete a separate program information sheet for each program your agency is applying for funding*

Agency Name: WEB DuBois Learning Center, Inc.

Program Name: Uplifting Families: Mind, Body, & Soul

Program Request # 1 of 1

### Evaluation

**How can the success of each program be evaluated? Indicate performance measures or statistics you will use to demonstrate the success of each program**

**MIND:** Upon enrollment placement exams are administered for all participants to determine skill level and course placements in our math, science, and reading programs. Academic benchmarks are administered to all classes every three weeks to determine academic mastery, gaps, and needs. Rotations to the next academic level take place monthly.

Observations      Academic placement and benchmark exams for promotional rotations

**BODY:**

Fit For Life Program uses goal setting in the areas of nutrition, targeted weight loss, high blood pressure, diabetes screenings, body fat, performance and endurance measures.

**SOUL:**

We track participation and attendance at seminars offered to empower parents, families, and individuals with specific professional and personal goals related to community betterment.

Summary reports evaluated monthly to track number of participants, and topics covered under our Building Community Capacity seminars, what participants express they have learned, and their suggestions for improved service delivery. These are used to modify program delivery for maximum effectiveness.

### Notification

**How will your organization make clients, the public and the media aware of the generous taxpayer funding received from Jackson County? (Please attach any examples)**

The generous contributions received from Jackson County will be acknowledged via logo placement throughout our building where services are provided to Jackson County residents. Logo placement will also be included on our marketing materials, website, social media, and other circulations disseminated to all residents city Council email blasts, coalition broadcasts, school outreach assemblies, etc.



**WORK AUTHORIZATION AFFIDAVIT**

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **W.E.B. Dubois Learning Center**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **W.E.B. Dubois Learning Center**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Deana Erwin  
Authorized Representative's Signature  
Executive Director  
Title

Dr Deana Erwin  
Printed Name  
5/4/15  
Date

Subscribed and sworn before me this 4<sup>th</sup> day of May, 2015. I am commissioned as a notary public within the County of Jackson, State of MO, and my commission expires on 6-5-2018.

S. Rizzo  
Signature of Notary

5-4-15  
Date

S. RIZZO  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires June 5, 2018  
Commission # 14895988