COOPERATIVE AGREEMENT

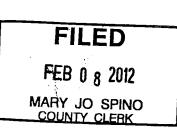
AN AGREEMENT by and between JACKSON COUNTY, MISSOURI, hereinafter called "the County" and W.E.B. DUBOIS LEARNING CENTER, 6409 Agnes, Avenue, Kansas City, Missouri 64132, hereinafter called "Agency."

WHEREAS, the County and Agency desire to enter into an Agreement to provide funding to be used for its tutoring 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 Agency respectively promise, covenant and agree with each other as follows:

- 1. <u>Services</u>. Agency shall provide services through its Tutorial Program Health Education/Risk Reduction, as is more fully set out in the proposal excerpt attached hereto as Exhibit A and incorporated herein by reference.
- 2. Terms of Payment. The County agrees to pay to Agency the total amount of \$40,000.00 in quarterly installments of \$10,000.00 each, with the first payment 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, through the Legislative Auditor, may approve adjustments to line items listed in Agency's budget/proposal contained in Exhibit A, in an amount not to exceed 10 percent of the total amount of the Agreement, so long as there is no additional total cost



to the County.

- 3. Reports. Within 30 days after the conclusion of each calendar quarter under this Agreement, Agency 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 last quarter's report shall include an annual report which shall summarize all of Agency's activities pursuant to this Agreement. Agency's failure to submit this annual report shall disqualify Agency from future funding by the County.
- 4. <u>Submission of Documents</u>. No payment shall be made under this contract unless the contracting agency shall have submitted to the 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) the agency's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the agency's total budget for its most recent fiscal year; and, (4) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) If an agency has previously received County funding, to be eligible for future payments, an agency must submit either an audited financial statement for the agency's most recent fiscal or calendar year, by March 31 of the following year, or a certified public accountant's program audit of County funds, by January 31 of the following year. Any document described herein which was 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 the contract agency is out of compliance on any other County contract.

- 5. <u>Equal Opportunity</u>. Agency agrees and assures that no person eligible for services shall on the ground of race, color, religion, national origin, sex, handicap, veteran status, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination for any service funded by this Agreement. Furthermore, Agency agrees and assures that it will provide equal employment opportunities to applicants and employees and will not discriminate against them on the basis of race, color, religion, national origin, sex, handicap, veteran status, or age.
- 6. <u>Audit</u>. The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Agency pertaining to its finances and operations.
- 7. **Default.** If Agency shall default in the performance or observation of any term or condition of this Agreement, the County shall give written notice setting forth the default and the correction required. If said default shall continue and not be corrected by Agency within ten days of its receipt of said notice, the County may, at its election, terminate the Agreement and withhold any payments not yet made. Said election shall not in any way limit the County's right to seek legal redress.
- 8. <u>Conflict of Interest</u>. Agency 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.
 - 9. **Severability.** If any covenant or other provision of this Agreement is

invalid or incapable of being enforced by reasons 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.

- 10. <u>Liability and Indemnification</u>. No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Agency shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, 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 Agency during the performance of this Agreement.
- 11. <u>Term.</u> This Agreement shall be effective January 1, 2012, and shall terminate on December 31, 2012. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty (30) days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Agency as verified by the County's audit.
- 12. <u>Incorporation</u>. This Agreement incorporates the entire understanding and agreement of the parties.

APPROVED AS TO FORM:

W. Stephen Nixon County Counselor JACKSON COUNTY, MISSOURI

y: _____ Michael D. Sanders

County Executive

ATTEST:

Mary Jo Spino/

Clerk of the Legislature

W.E.B. DUBOIS LEARNING CENTER

Executive Director

Federal 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 contract 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 \$40,000.00 which is hereby authorized.

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Director of Finance and Purchasing

Account No. 002-7735-56789

77352012001



OUTSIDE AGENCY FUNDING REQUEST FORM 2012 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 2011 and 2012 Revenue Information	page 2
Section C: Individual Program Budget	page 3
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Section E: Summary of Request by Program	page 9

Section A: Organization or Agency Information				
Name:	W.E.B DuBois Learning Center			
Address:	6409 Agnes Ave Kansas City, N	MO 64132		
Phone No:	(816) 523-3339	Fax: (816) 523-5343		
Website Addr	ess: www.duboislc.org			
Federal Tax I	D No: 43-1225401	Fiscal Year Cycle: Aug 1 - July 31		
Executive Dire	ector:	William B. Grace		
Name and Tit	le of Principal Contact Person:	William B. Grace		
Phone No:	(816) 523-3339	Email Address: <u>bgrace@duboislc.org</u>		
Submittal of th	nis request has been authorized by:	William B. Grace Upiers B. Trace		

Date:

SEP 1 6 2011

Section B: Agency's 2011 and 2012 Revenue Information

Agei	ncy's 2012 Proj	ected Revenue Info	rmatior	ı (Fiscal Ye	ar)
	Agency's 2012	Total Projected Revenue		Projected	-% of
Funding Entity	Source You Will F	Request 2012 Funding From		Amount	Total Revenue
Federal	1		\$	-	0
State			\$	-	0
Jackson County			\$	109,850	12
Other Counties			\$	-	0
City			\$	114,506	12
Charity/Donations			\$	238,500	26
Fundraisers			\$	15,000	2
Other			\$	457,328	49
	;	2012 Total Projected Revenu	ue \$	935,184	

Agency's 2011 Reven	ue Infor	mation	າ (F	iscal \	(ear)	=
Agency's 2011 Total Funding Entity Source You Received F		m		Amo	unt	% of Total Revenue
Federal			\$		-	0
State			\$		-	0
Jackson County			\$		29,861	5
Other Counties			\$		-	0
City			\$		132,026	24
Charity/Donations			\$		105,881	19
Fundraisers			\$		[0
Other (please list) In-kind; earned revenue - SES	and techno	logy	\$		279,105	51
2	2011 Total I	Revenue	\$		546,873	
please Identify the funding sou Jackson County Funding Source	rce, amou				e below. Progr	am Name
COMBAT	Ø		\$	29,861	ATOD Prev	ention Program
Mental Health Levy		v	\$			
Board of Services for Developmentally Disabled		v	\$	-		
Domestic Violence Board		V	\$	h-		
Housing Resources Commission		v	\$	-		
Outside Agency Program	-		_			
		V	\$	-		
2011 Total Jackso	_		•	29,861	And the Actual Services	Indian Section 2
	n County F	unding	\$		l l	E(FIVE)
Did your agency receive funding or re	n County F	unding	\$		l l	
	n County F	unding	\$ n eit		l l	

Section C: 2012 Program Budget

Complete a separate program budget for each program your agency is applying for funding.

Agency Name:

W.E.B. DuBois Learning Center

Program Name:

Tutorial Program - Health Education/Risk Reduction

P	ersonal Servi	ces		
For each salary request bel	ow please atta	ch a job descri	ptic	on or duties.
Position / Title	Total Salary	% of Salary to be funded by Jackson Co.		Amount of Salary to be funded by Jackson County
Education Coordinator	\$52,000	40%	\$	20,800
Volunteer Coordinator	\$25,000	10%	\$	2,500
Administrative Assistant	\$13,000	30%	\$	3,900
<u> </u>			\$	
			\$	
	<u></u>		\$	<u>-</u>
Total Salaries		\$	27,200	
Total Benefits	\$	2,720		
	\$	29,920		
Co	ntractual Serv	ices		
Professional Development and Volunte	eer Training		\$	1,050
Payroll & Accounting Services			\$	6,180
			\$	-
			\$	-
			\$	-
			\$	
	Total Contrac	ctual Services	\$	7,230
	Supplies			-
Reading Curriculum			\$	750
Science Kits			\$	1,500
General Tutorial Supplies (paper, pencils, dictionaries, etc)				600
0				
Revised			\$	-
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$			\$	<u> </u>
DEC 1 4 2011	7	otal Supplies	\$	2,850

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

Agency Name:

W.E.B. DuBois Learning Center

Program Name:

Tutorial Program - Health Education/Risk Reduction

Proposed Program

Detail functions to be performed by each program.

In the Tutorial program two primary functions are carried out to ensure growth and improvement in academic skills. **Assessment** - Prior to entering a class setting, each student is assessed in reading and mathematics. DLC uses an internally developed basic skill and proficiency test for math and a wide range of reading assessments to insure an accurate diagnostic evaluation of each child and their particular needs. Once in class, students are assessed on a periodic basis to measure skill improvement and mastery. **Tutorials** - sessions are subject-specific and conducted on different days. In math, students attend 2-hour sessions and are grouped according to skill level and then grade level. In reading, tutorials are structured based on grade levels and offered twice a week for a total of 3 hours of contact time. The sessions focus on improving vocabulary development, writing and reading comprehension. Science tutorials are offered for grades 4-12 once a week for 1.5 hours. Students improve their logical reasoning and problem-solving skills while gaining a greater understanding of biology, chemistry, earth science and physics.

DEC 1 4 2011

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

Agency Name:

W.E.B. DuBois Learning Center

Program Name:

Tutorial Program - Health Education/Risk Reduction

ldentify	Participants the number of participants by County that each program serves.	
Jackson, MO		293
Clay,Platte,		•
Cass, MO		5
Wyandotte,		
Johnson, KS		2
Other		
Missouri		

Target Population

Describe target population and demographics to be served by each program.

DLC's targeted participants are 300 underserved at-risk youth. Approximately 80% of our youth live in low-income households, qualify for free/reduced lunch, are African-American and reside in single parent or grandparent households. Over 95% of all our students score a minimum of 1.0 grade level below on both our reading and math assessments. Most of our middle school students score 2.0 or more grade levels below and almost all of our high school students are experiencing difficulties in their school classes, with most of them earning a D or F on their most recent school report card. Many of our students do not have computers or internet access in their home to support or extend their academic experience. Approximately 30% of them attend inconsistenly due to transportation issues.

DEC 1 4 2011

Would you provide these services to anyone at your door?

Yes

Answer Yes or No

Is anyone denied services?

NO

Answer Yes or No

What level of indigents (below poverty level) do you serve?

Please classify your program from the following types by percentage of your agency's overall service

Senior Program

0 %

Indigent Program (below poverty level)?

80%

Senior Indigent Program

0 %

What criteria do you have for the clients you serve?

Parents/guardians must attend the parent orientation session and both student and parent must sign our partnership agreement form, which delineates the expectations, responsibilities and roles for them and DLC.

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

Agency Name:

W.E.B. DuBois Learning Center

Program Name:

Tutorial Program - Health Education/Risk Reduction

Service Delivery Area

Identify your specific geographic service delivery area for each program.

The W.E.B. DuBois Learning Center (DLC) is located at 6409 Agnes Avenue, in the 64132 zip code, census tract 88, 5th congressional district. We provide service to youth from the entire Kansas City Metro area with 65% of its students residing in the urban core and within the boundaries of the Kansas City school district. Our greatest number of students come from the 64128, -30, -31, -33 and -34 zip codes. Census data for a random sampling of these zip codes indicate that in several key demographic, educational and economic categories the population is less educated, with fewer economic resources and opportunities. A higher percentage of the population is unemployed, ranging from 5-13% as well as there is a 36%-50% of persons not in the labor force at all. The percentage of families and persons whose income in the past 12 months is below the poverty line for families with children under 18 is at 41% for the DLC service as compared to 18% for Jackson County.

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.

Less than 3% of students served in DLC programs live outside of Jackson County. Our request does not include full cost for any of the specified line items. As a result, DLC is able to ensure all monies received will benefit only Jackson County residents, as the balance of the expenses will come from other funding sources.

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

Agency Name: W.E.B. DuBois Learning Center

Program Name: Tutorial Program - Health Education/Risk Reduction

Approach & Method

List the top three (3) objectives for each program.

Improved and increased student academic performance and engagement.
 Sub-Objective: A whole, healthy, and well-balanced child that is capable and ready to learn. Methods:
 Implementation of curriculum that supports and develops positive attitudes, healthy behaviors, community

connections and civic responsiblity. For additional methods see below.

- 2. Greater family focus on education and specific performance strategies for their children.

 Methods: Parents are provided opportunities to attend parent workshops that focus on improving their advocay and communication skills, understanding different instructional strategies, and how to align the home-school-tutorial learning environments. Tutors welcome parent participation and observation of their classrooms and are accessible on a weekly basis. Parent-tutor conferences are formally scheduled once per semester for each course math, reading and science.
- 3. Increased levels of parental, family and volunteer involvement through long-term buy-in and participation over several years.

Methods: Volunteers are the cornerstone of DLC's programs and over 70 volunteers provide more than 4,000 hours of classroom, telehub and administrative program support each year. We strongly encourage parents/guardians to volunteer for either short- or long-term activities to strengthen the relationship between DLC, students and their families.

Detail specific methods you will use to achieve these objectives.

Annually, over 180 hours of tutorial service are offered from September through May. For each specific academic subject the breakdown of hours is as follows: Reading 76 hrs.; Math - 66 hrs and Science 45 hrs. All tutorials involve small-group classes, in which the tutors (volunteers) are able to identify specific needs for each student. This learning environment promotes excellence and success from the very first day that a student enters class regardless of their past performace because there is a concentrated focus on the fundamentals of one subject per tutoring session. Maximum tutor ratio is 10:1 with many classes at a 5:1 ratio. All services are provided by a 100% volunteer staff. All lead classroom tutors are degreed professionals that tutor in their subject matter area; assistants may have some college or professional experience and conduct tutorials under the direction of the lead tutor. All tutors attend training delivered by their respective department head in conjunction with educational consultants.

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

Agency Name:

W.E.B. DuBois Learning Center

Program Name:

Tutorial Program - Health Education/Risk Reduction

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. DLC measures its programs' progress by collecting both quantitative data and anecdotal information from academic assessments, surveys, interviews, written progress reports, student portfolios, mentor reports, participant feedback and attendance data. Statistical data that shows measurable improvement in reading and math skills is collected and reported on a program year. Monthly assessments are conducted to ensure timely program adjustments. Performance measure goals include: 1) 85% of lower level math students will promote once and/or show measurable improvement on monthly assessments; 2) 75% of higher level math students will attend program for at least one semester and demonstrate improvement in interim or final school grades; 3) 80% of reading students will show measurable improvement in vocabulary and comprehension; 4) DLC will attain a 70% retention rate of lowest performing students; 5) 100% of parents will sign a partnership agreement; 6) 65% of parents will attend a minimum of one parent-tutor conference or training session or participate as a volunteer; 5) 85% of tutor progress reports will show positive behavior and

Notification

DLC will ensure Jackson County is properly recognized as supporting our youth tutorial program through parent and volunteer orientation sessions, brochures, newsletters, annual report and other forms of communication as appropriate. If desired and/or appropriate, DLC will also arrange a check presentation ceremony, invite both print and broadcast media, local officials, DLC Board members and key volunteers. In addition, any newly published DLC literature will feature the Jackson County logo and name.

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