

COOPERATIVE AGREEMENT

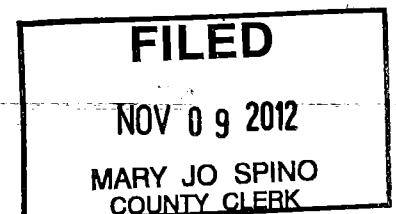
THIS AGREEMENT is hereby made by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and the **UNITED WAY OF GREATER KANSAS CITY**, 1080 Washington, Kansas City, MO 64105, hereinafter referred to as "the United Way", and its execution by the County Executive is authorized by Resolution No. 17985.

WHEREAS, United Way has agreed to provide the *Quality Matters: Preparing Our Children and Youth for School and Life Success* program for specific COMBAT site locations; and,

WHEREAS, United Way and County have agreed to be bound by the provisions hereof,

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

1. **SERVICES.** The United Way agrees to provide training to three COMBAT prevention agencies to strengthen child and youth development programs and to aid in anti-drug and violence prevention activities and purposes. Under this agreement COMBAT will partially fund these three sites for this program: ArtsTech, ReStart, and the Housing Authority of Kansas City, as set forth in the scope of services attached hereto as "Exhibit A". The funds provided by the County shall be used exclusively to defray the costs of the services described in Exhibit A.



2. **INDEPENDENT CONTRACTOR.** The United Way shall work as an independent contractor and not as an employee of the County. Based upon its expertise and knowledge, the United Way shall be subject to the direction of the County only as to the type of services to be rendered and not as to the means and methods for accomplishing the result. The United Way shall report all earnings received hereunder as gross income and be responsible for its own Federal, State and Local withholding taxes and all other taxes, and operate its business independent of the business of the County, except as required by this Agreement, and may continue to conduct consulting work for other clients without prior consent of the County subject to the restriction on the receipt of County funds from more than one source.

3. **TERMS FOR PAYMENT.** The County agrees to pay the United Way for services rendered under this Agreement in an amount not to exceed \$8,250.00. Eighty percent of this amount, or \$6,600.00 shall be payable upon execution of this contract. The remaining twenty percent, or \$1,650.00 shall be payable upon receipt and approval of the final report of services rendered under this Agreement.

4. **REPORT.** Upon conclusion of the training program, the United Way shall submit a final report summarizing the activities and progress of the agencies served under this Agreement. Said report shall be due no later than October 1, 2013.

5. **APPROPRIATION OF FUNDS.** In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payments due hereunder, County shall immediately notify the United Way 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.

6. **EXPENSES.** The United Way shall be responsible for its own expenses related to the services provided under this Agreement.

7. **TERM.** This Agreement shall be effective as of September 1, 2012, and shall extend until October 31, 2013.

8. **ASSIGNMENT.** The United Way agrees, in addition to all other provisions herein, that it will not assign any portion or the whole of this Agreement without the prior written consent of the County.

9. **CONFIDENTIALITY.** The United Way shall not communicate, divulge or utilize any confidential information concerning its activities, staff, volunteers, or other stakeholders, either during or after the term of the Agreement, other than in the course of performance of services pertaining to this Agreement.

10. **LIABILITY.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers or employees or agents and the United Way 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 the United Way, its officers, employees or agents during the performance of this Agreement.

11. **DEFAULT AND TERMINATION.** If the United Way shall default in the performance or observation of any term or condition of this Agreement, the County shall give the United Way written notice setting forth the default. If said default shall continue by the United Way for 10 days after receipt of the notice, the County may at its election terminate the contract and withhold any payments not yet made to the United Way. Said election shall not in any way limit the County's rights to seek other legal redress.

12. **CONFLICT OF INTEREST.** The United Way expressly 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 and emoluments of this Agreement.

13. **SEVERABILITY.** If any covenant and other provision of this Agreement is found to be 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 otherwise expressly stated herein.

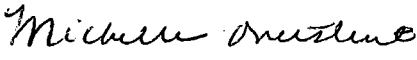
14. **INCORPORATION.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the 9 day of Nov., 2012.

JACKSON COUNTY, MISSOURI

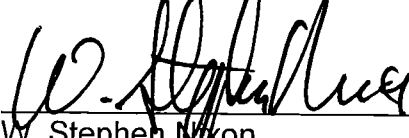
UNITED WAY OF GREATER KANSAS CITY

By 
Michael D. Sanders
County Executive

By 
Title Chief Operating Officer

APPROVED AS TO FORM:

ATTEST:



W. Stephen Nixon
County Counselor


Mary Jo Spino
Clerk of Legislature

REVENUE CERTIFICATE

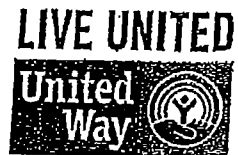
I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$8,250.00 which is hereby authorized.

November 7, 2012
Date


Director of Finance & Purchasing
Account No. 008-4401-56080
44012012015

United Way of Greater Kansas City

90 Washington St.
Kansas City, MO 64105
tel (816) 472-4289
www.unitedwaykc.org



August 14, 2012

Stacey Daniels-Young, PhD
COMBAT
415 E. 12th Street
Kansas City, MO 64106

Dear Dr. Daniels-Young:

On behalf of United Way of Greater Kansas City, I am writing to thank you for your interest in partnering with United Way's *Quality Matters: Preparing Our Children and Youth for School and Life Success*, a multi-year effort to champion quality out-of-school time experiences and build strong community capacity to strengthen child and youth development.

At United Way, we are pleased that COMBAT wishes to partner with us on this effort and contribute \$2,750 per participating COMBAT site. United Way is matching COMBAT dollars two to one, and would welcome resources from COMBAT to cover the remaining costs for COMBAT site participation. This partnership will allow COMBAT's funded program partners to take advantage of a research-proven tool to improve program quality and leverage even greater results for this region's children and youth. A total of five COMBAT agencies were a part of the initial 2009 pilot, and this number grew to nine COMBAT sites participating by Cohort 3 program year (September 2011 – May 2012).

To further this partnership with COMBAT, United Way would be willing to secure resources to match your contribution of \$2,750 per site for five additional COMBAT recommended sites to participate in the upcoming cohort year (September 2012 – May 2013).

United Way launched *Quality Matters* in November 2009, by engaging ten agencies and 24 of their sites throughout the five-county region to participate in a pilot project, using a proven improvement process called the Youth Program Quality Intervention (YPQI), developed by the David P. Welkart Center for Youth Program Quality in Ypsilanti, Michigan. The Welkart Center is a joint project of the HighScope Educational Research Foundation and the Forum for Youth Investment (Washington, DC). Both organizations are nationally recognized for championing research-based approaches for advancing program quality, youth worker professional development, and sustained commitment to improving the odds for today's children and youth.

United Way is pleased to acknowledge the other key anchor partners that are working with us to design and implement this important initiative, and pleased that COMBAT with its historic leadership on quality youth development programming is also proposing to partner with this effort. The current technical assistance and research partners include:

- The Francis Institute for Child and Youth Development of the Metropolitan Community Colleges – Penn Valley Campus, which is providing the coaching and technical assistance to providers,
- The Institute for Human Development at the University of Missouri – Kansas City, which is providing trained external assessors,

- The Department of Psychology and Research in Education within the School of Education at the University of Kansas (KU-ED), which conducted a youth outcome research study for the pilot, and
- The Partnership for Children, in collaboration with KU-ED conducted a comprehensive regional landscape study of child and youth development programs.

To date, UWGKC's *Quality Matters* has trained 749 staff at 46 sites, impacting over 5,000 youth served by 23 out-of-school time organizations at 120 of their sites throughout United Way's five-county region. Demonstrating the importance of providing quality opportunities for low-income, at-risk children and youth, the majority of children served by these sites live in households that qualify for the federal Free and Reduced Price School Lunch program.

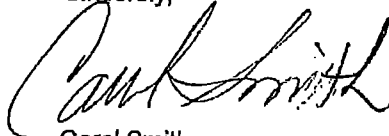
The Youth Program Quality Intervention tool is a powerful learning prompt to optimize resources and bring out the best in staff. Program staff learn to observe, assess and score their own program offerings (and receive an objective external assessment for comparison); engage in data-driven improvement planning; and then to carry out the plan with support in the form of aligned training and coaching.

Annually we publish a report on the status of the effectiveness of this quality improvement process. Exciting findings include:

1. A majority of pilot sites increased instructional quality during the Quality Matters initiative, sometimes substantially.
2. Managers found the process effective and worthwhile.
3. Program areas needing improvement were identified.
4. Youth reports of positive experiences, such as engagement, taking initiative to work on projects and goals, or leading a group of peers, were found to be strongly related to programs that operated at high quality.

We look forward to working with COMBAT to expand the reach of this program.

Sincerely,



Carol Smith
Vice President, Community Impact

UNITED WAY'S STRATEGIC COMMUNITY CHANGE INITIATIVE

United Way of Greater Kansas City launched Quality Matters, a multi-year effort to champion quality out-of-school time opportunities that strengthen child and youth achievement, to help today's youth overcome barriers to success and to maximize long-lasting benefits for this region's children and youth.

Education - Maximizing the Experience

Getting a good education is universally accepted as the foundation for success as an adult, but children and youth spend only roughly 27% of their time in school. Students motivated and engaged in learning – both during the school day and afterschool – are more likely to succeed in school and life.

United Way is committed to making Quality Matters a multi-year effort that champions quality out-of-school time experiences and develops strong community leadership on youth development. By working in partnership with diverse stakeholders, United Way expects to build upon the current evidence-based approaches in place, learn from working in partnership, and integrate new strategies that will leverage system-wide changes that achieve even greater results for this region's children and youth into the future.

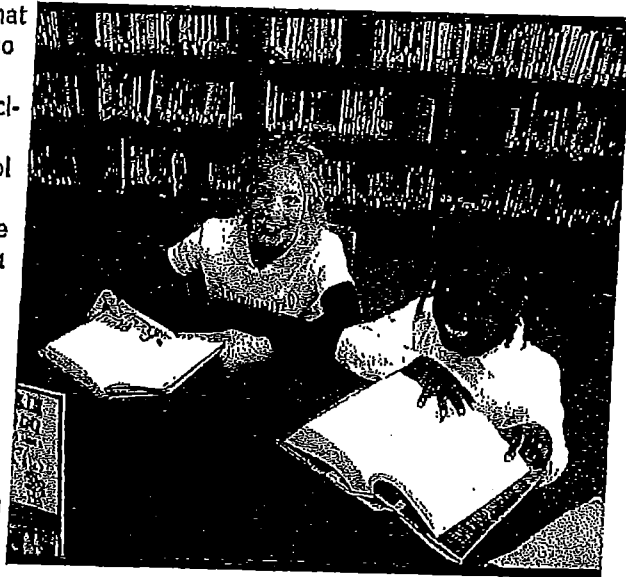
Non-School Hours - Why They Matter

More and more children and youth participate in out-of-school time programming, in part because their parents are working. In this region, three out of four school age children live in households where all parents are in the labor force. Nationwide, approximately 6.5 million children participate in after-school programming; another 15.3 million would participate if a program were available. Nationally, 26% of children are responsible for taking care of themselves after school; in Missouri and Kansas, the percentage is even higher at 32% and 35%, respectively.

Children and youth face many threats to their health, safety and social/emotional well-being if unsupervised during the out-of-school time hours, which include not just before- and after-school hours but also weekends, school holidays and the summer months. During the period of 3:00 pm to 6:00 pm on school days, youth are more likely to commit crime, become victims of crime, experiment with drugs and alcohol or engage in sexual activity than in any other time period.

Parents have always looked for out-of-school programs that are safe. But, research shows that children and youth also build important social, civic and academic skills in non-school hours - skills that advance the adult thinking capacities critical to today's workforce, such as initiative, reflection and teamwork. Effective programs in non-school hours also are proven to reduce negative behaviors, such as delinquency – reduced crime and delinquency alone are documented to yield approximately a \$5 return for every \$1 invested in quality out-of-school time programs.

The key demographic target for this initiative is that more of this region's children and youth, especially at-risk, low-income students, are motivated and engaged in learning during non-school hours. Research documents that children and youth in quality out-of-school time programs have better attendance and attitudes towards school, which means they are more likely to graduate on-time, a proven milestone on the journey to life success.



A Proven Strategy

United Way launched Quality Matters in November 2009, by engaging ten agencies and 24 of their sites throughout the five-county region to participate in a pilot project, using a proven improvement process called the Youth Program Quality Intervention (YPQI), developed by the David P. Weikart Center for Youth Program Quality in Ypsilanti, Michigan. By 2012, Quality Matters has grown to 23 organizations and 120 sites throughout the region.

The Weikart Center is a joint project of the HighScope Educational Research Foundation and the Forum for Youth Investment (Washington, DC). Both organizations are nationally recognized for championing research-based approaches for advancing program quality, youth worker professional development, and sustained commitment to improving the odds for today's children and youth.

Our Research and Technical Partners:

United Way is pleased to acknowledge the other key anchor partners that are working with us to design and implement this important initiative. These technical assistance, research and system leaders include:



For more information, contact:

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Kansas City, MO 64105
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www.unitedwaygkc.org

