

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. **Services.** 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

FILED
FEB 15 2013
MARY JO SPINO
COUNTY CLERK

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. **Submission of Documents.** 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. **Equal Opportunity.** 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. **Audit.** 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. **Conflict of Interest.** 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. **Liability and Indemnification.** 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. **Term.** This Agreement shall be effective January 1, 2013, and shall terminate on December 31, 2013. 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. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15th
day of February, 2013.

APPROVED AS TO FORM:

W. Stephen Nixon
W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

M.D. Sanders
By: Michael D. Sanders
County Executive

ATTEST:

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

W.E.B. DUBOIS LEARNING CENTER

By: Stephanie Gray
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.

February 11, 2013
Date

D. Roy Thomas
Director of Finance and Purchasing
Account No. 002-7735-56789

77 352 01 3001



OUTSIDE AGENCY FUNDING REQUEST FORM 2013 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 2012 and 2013 Revenue Information	page 2
Section C: Individual Program Budget	page 3
Section D: Program Information	pages 4 - 8
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 Avenue

Phone No: (816) 523-3339

Fax: (816) 523-5343

Website Address: www.duboislsc.org

Federal Tax ID No: 43-1225401

Fiscal Year Cycle: Aug 1-July 31

Executive Director:

William B. Grace

Name and Title of Principal Contact Person:

William B. Grace

Phone No: (816) 523-3339

Email Address: bgrace@duboislsc.org

Submittal of this request has been authorized by: William B. Grace

Date:

8/28/2012

RECEIVED

AUG 29 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Section B: Agency's 2012 and 2013 Revenue Information

Agency's 2013 Projected Revenue Information

Funding Entity	Agency's 2013 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ 91,274	13
Other Counties		\$ -	0
City		\$ 125,000	18
Charity/Donations		\$ 98,000	14
Fundraisers		\$ 15,000	2
Other	In-kind, earned revenue - SES and technology	\$ 378,250	53
2013 Total Projected Revenue		\$ 707,524	

Agency's 2012 Revenue Information

Funding Entity	Agency's 2012 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ 85,000	11
Other Counties		\$ -	0
City		\$ 114,506	15
Charity/Donations		\$ 129,135	17
Fundraisers		\$ 1,000	0
Other (please list)	In-kind, earned revenue-SES and technology	\$ 444,919	57
2012 Total Revenue		\$ 774,560	

If your agency received funding from Jackson County in 2012, please identify the funding source, amount and program name below.

Jackson County Funding Source	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Amount	Program Name
COMBAT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 45,000	ATOD Prevention Program
Mental Health Levy	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input 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 type="checkbox"/>	\$ 40,000	Tutorial Prog-Health Ed.
2012 Total Jackson County Funding			\$ 85,000	

Did your agency receive funding or resources in 2012 from either of the following?

Mid America Regional Council	\$ -
Harvesters	\$ -

RECEIVED

AUG 29 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Section C: 2013 REVISED 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

Personal Services			
For each salary request below please attach a job description or duties.			
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson County
Educational Coordinator	53196	52%	\$ 27,662
Administrative Assistant	16000	26%	\$ 4,160
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 31,822
Total Fringe Benefits			\$ 2,578
Total Personal Services			\$ 34,400
Contractual Services			
Payroll & Accounting			\$ 5,000
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ 5,000
Supplies			
Educational Supplies - curriculum, pens, pencils, etc			\$ 600
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 600

RECEIVED

DEC 13 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Total Program Request \$ 40,000

Section D: 2013 Program Information

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

Proposed Program

Detail functions to be performed by each program.

DLC's core program is our tutorial program, which provides assessment and tutorials in mathematics, reading and science for students in grades 1-12. Our 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. Students work at their own pace and are "promoted" to the next level of difficulty once mastery is completed. 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, reading comprehension and writing skills. 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. The College Coaching and Mentoring program is designed to support the tutorial program and used to develop a strong interest and desire in post-secondary education. The program meets twice a month for a total of 4 hours month in general sessions with an additional two hou

RECEIVED

AUG 29 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Section D

Section D: 2013 Program Information

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

Participants	
Identify the number of participants by County that each program serves.	
Jackson, MO	325
Clay, Platte, Cass, MO	3
Wyandotte, Johnson, KS	2
Other Missouri	

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

DLC's targeted participants are 330 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 inconsistently due to transportation issues.

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.

RECEIVED
AUG 29 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Section D: 2013 Program Information

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

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.

RECEIVED

AUG 29 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Section D: 2013 Program Information

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

Approach & Method

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

1. 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 responsibility. 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 advocacy 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 performance 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.

RECEIVED

AUG 29 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Section D: 2013 Program Information

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

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

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)

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.

RECEIVED

AUG 29 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI