

SECOND AMENDMENT TO WORKFORCE INVESTMENT ACT CONTRACT  
BETWEEN THE CITY OF DURHAM AND ACHIEVEMENT ACADEMY OF  
DURHAM

This contract ("Second Amendment") is made and entered into as of the 1<sup>st</sup> day of July, 2012, between the City of Durham, a municipal corporation ("City") and Achievement Academy of Durham. ("Contractor"), a not-for-profit corporation organized and existing under the laws of North Carolina.

The City and the Contractor entered into a contract titled "Workforce Investment Act Contract between the City of Durham and Achievement Academy of Durham." dated July 1, 2010. That contract is referred to as the "Original Contract." The City and the Contractor amended the Original Contract with the execution of the contract titled "Amendment to Workforce Investment Act Contract between the City of Durham and Achievement Academy of Durham." dated July 1, 2011. That amendment is referred to as the "First Amendment." The purpose of the First Amendment was to extend services for an additional year and expand the scope of the services provided under the Original Contract. This Third Amendment also extends the services to be provided for an additional year, expands the services and modifies the payment budget.

Accordingly, by mutual agreement of the parties, the Contract is hereby further amended as follows:

1. Delete Section 1, "Scope of Services" of the Original Contract and replaced with the following:

Section 1. Scope of Services. Contractor shall perform the services and activities outlined in Attachment A of the Second Amendment. Those services and activities are hereby referred to in this contract as "the Program" or the "Work". The Contractor shall begin performance of those services and activities on or about July 1, 2012. It shall complete those services and activities by June 30, 2013.

Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

2. Delete Section 2, "Payment under the Contract," of the Original Contract and replaced with the following:

Section 2, "Payment under the Contract," The City shall make payments on a cost reimbursement basis to the Contractor for services and activities described in Attachment A of the Second Amendment, and within the budgeted line-items provided for in "Attachment B (Revised May 2012)" of this Amendment in an amount not to exceed, for the entire Original Contract, as amended \$222,089.52. Those payments shall be made by the City within 30 days of receipt of invoices for services received from the Contractor. No less often than monthly, the

Contractor shall send invoices to the Office of Economic and Workforce Development's Workforce Development Administrator, whose name and address shall be provided by the City. The Contractor shall utilize the attached reporting form for invoicing purposes.

Notwithstanding anything in the Contract which may be to the contrary, Contractor understands and agrees that any payment made under or in any way relating to this contract by the City is limited to the lesser of (i) funds made available for that purpose by the North Carolina Department of Commerce, Division of Workforce Solutions (DWS) under the grant referred to above, or a total maximum of the contract amount of (ii) \$222,089.52. Payments shall be made on a cost reimbursement basis by the City only for services and activities listed in Section 1 of the "Original Contract", Attachment A of the Second Amendment, and consistent with, and not exceeding, the budgeted line item amounts identified in Attachment B (Revised May 2012) attached to this Amendment.

Contractor shall submit the following documents as attachments to justify costs that are invoiced on a monthly basis:

1. A list of staff, with percentages of time spent working on the project each month, and amount of salary charged to the project for the month.
2. A list of the fringe benefits and percentage and/or dollar amount of each.
3. A list of project staff's travel reimbursements, indicating mileage reimbursement rate, time period covered, and payroll date reimbursed.
4. General ledger detail report of client support service costs.
5. General ledger detail reports for all other budget categories that exceed \$1,000.00 in expenses per month.

Contractor shall have available for in-house review, as needed, sufficient additional documentation to justify costs that are funded under the contract, including:

- . Time sheets or payroll registers
- . Documentation related to the fringe benefit percentages for each employee whose salary is charged to the contract
- . Documentation related to the cost of space
- . Documentation to substantiate travel costs that are invoiced
- . Documentation of supply costs
- . Documentation of other program costs such as advertising, technology, food and meeting costs, professional services, employee morale, insurance, criminal background checks, maintenance and repair and other costs allowable under the Office of Management and Budget and the policies of the Durham

*Second Amendment to Workforce Investment Act Contract between the City of Durham and Achievement Academy of Durham.*

Workforce Development Board

- . Documentation of client support service costs such as childcare, books, supplies, and emergency services that are allowable under the Office of Management and Budget and policies of the Durham Workforce Development Board

Contractor performance will be reviewed on a monthly basis. Failure to reach the goals and objectives, and failure to carry out the services and activities as set out in the Second Amendment, Attachment A of the Second Amendment, and Attachment B (Revised May 2012) of this amendment in a timely manner, will result in delay of payment to Contractor under this Contract and will be in breach of the Contract.

3. Attachment A of the Original Contract is deleted and replaced with “Attachment A of the Second Amendment” (Revised May 2012) attached to this Amendment.

4. Attachment B of the Original Contract is deleted and replaced with “Attachment B (Revised May 2012)” attached to this Amendment.

IN TESTIMONY WHEREOF, the parties hereto have caused this Contract Amendment to be executed, as of the day and year first above written.

CITY OF DURHAM

ATTEST:

By:

\_\_\_\_\_

\_\_\_\_\_

PREAUDIT CERTIFICATE

ACHIEVEMENT ACADEMY OF DURHAM

By: \_\_\_\_\_

*Second Amendment to Workforce Investment Act Contract between the City of Durham and Achievement Academy of Durham.*

Title: \_\_\_\_\_

(Affix corporate seal.)

State of \_\_\_\_\_  
DURHAM  
County of \_\_\_\_\_

**ACKNOWLEDGMENT BY  
ACHIEVEMENT ACADEMY OF**

I, a notary public in and for the aforesaid county and state, certify that \_\_\_\_\_ personally appeared before me this day and stated that he or she is (strike through the inapplicable:) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of ACHIEVEMENT ACADEMY OF DURHAM., a non-profit corporation, and that by authority duly given and as the act of the corporation, he or she signed the foregoing contract or agreement with the City of Durham and the corporate seal was affixed thereto. This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

# Attachment A

Of the Second Amendment  
(Revised May 2012)

**STATEMENT OF WORK**  
**Second Amendment (Revised May 2012)**  
Durham Workforce Development Board

The Achievement Academy of Durham  
WIA YOUTH PROGRAM

**Purpose**

The Achievement Academy of Durham teaches and supports young adults who have dropped out of school in order to reconnect them to the opportunities an education provides. AAD students gain critical reading skills, earn their NC Equivalency Diploma, and complete college preparatory training so they can succeed in a post-secondary program and attain sustainable employment.

The Achievement Academy of Durham will offer youth who have dropped out of school a coordinated sequence of academic and social skill programming elements, including intensive pre-GED reading instruction, individualized GED preparation, orientation to post-secondary study, and academic advisement and support through post-secondary schooling. At all academic levels, instructional support is integrated with case management services, assistance with everyday living needs, occupational counseling, and leadership skills development. The goal delineated within this contract is to provide a comprehensive pre-GED through postsecondary program with the requisite supports and guidance needed by disconnected youth to help them secure and sustain financial stability as adults.

This attachment outlines the Achievement Academy's plan for continuing to serve WIA clients in their efforts to (1) improve their reading and math skills to a level adequate to undertake preparation for GED study; (2) gain content area competence in reading, writing, mathematics, science, and social studies adequate to pass all five GED subject tests, (3) prepare for and complete a postsecondary program that will lead to employability at a sustainable income level, and (4) develop skills in self-advocacy, goal setting, and leadership.

**Deliverables**

The common performance outcome measurements prescribed by the USDOLETA will be met as described below:

- **Literacy Numeracy Gain:** The YES program collects data on literacy/numeracy gains for students contracted to AAD by administering the TABE test of basic academic skills to students pre-service and after one year. The Achievement Academy will administer the TABE Reading Survey to pre-GED students quarterly to determine when students are ready to move to the GED program.

**Pre-GED target:**

- 80% of pre-GED students who maintain an average attendance rate of

80% or better will improve their literacy by 1 or more functional levels within a year. Literacy functional levels are defined by WIA standards. For the purposes of this analysis, students are considered “Present” if they are in school and participating in instructional activities and do not come or leave more than 15 minutes before or after regular class hours. Mathematics is the last GED subject area that students prepare for, and students who enter AAD with a very low achievement levels may not begin formal mathematics study within the initial contract year.

**Mathematics performance target**

- 80% of GED math students with attendance at or above 80% will improve one or more functional levels within 1 year.

Additional literacy and numeracy gains are achieved through continual study for the GED subject examinations and by students’ daily participation in literacy/math activities in the Learning Lab.

- **Attainment of degree or certificate:** GED students will work daily, in small, teacher-led classes, to increase subject area competency, test-taking skills, and critical thinking skills in social studies, writing, reading, mathematics, and science. Students study one subject at a time and continually complete practice tests to help them realistically evaluate their progress toward the necessary competency level in each subject. Homework will be given every night so that students are able to develop their independent performance.
  - **Target:** 50% of students entering the GED program will earn a high school equivalency diploma within 2 years.
- **Placement in Employment or Education:** AAD will help all GED graduates continue for postsecondary education in order to increase their earning potential to a sustainable level.
  - **Target outcome:** 70% of GED graduates will be enrolled in a postsecondary degree/diploma program or other occupational training program after completion of the GED. Included in this number would be students who are enrolled in AAD’s postsecondary orientation program.

**Description of Services to be Provided**

The Achievement Academy is currently providing services in seven of the 10 youth element areas, including three areas targeted. These program elements are described in detail below.

**PreGED Instruction and Tutoring:** The Achievement Academy will continue to use the Framework Provider’s TABE assessment to evaluate whether incoming students are academically prepared to begin GED studies or whether a period of pre-GED instruction is required. Students with reading levels below a 9<sup>th</sup> grade equivalent are placed in an

intensive reading skills program. In this program, students participate in daily paired reading sessions, 1.5 hours in length, with a staff member or adult tutor, complete independent reading and comprehension exercises nightly for homework, and receive direct instruction in strategic reading skills. The reading program serve students one-on-one, and the Academic Director and/or Teacher reviews progress notes on a daily basis in order to address students' individual needs.

Students in the Pre-GED program also spend 1.5 hours each day in the Achievement Academy Learning Lab. Instructional activities in the lab include completion of SRA reading modules to improve comprehension, vocabulary, and fluency and instructional modules in the computer-based Cognitive Tutor Bridges to Algebra program.

Students with serious reading challenges will receive more intensive one-on-one assistance that is available.

The Achievement Academy will use a combination of SRA formative assessments and TABE post-testing to determine when pre-GED students are prepared to move on to GED level studies.

**Alternative secondary school services/GED** The Achievement Academy will continue to prepare students to pass the five official GED Tests as administered by the State of North Carolina. AAD students take their official GED tests at Durham Technical Community College after pre-testing at AAD indicates that they have mastered each subject. High School Equivalency diplomas are awarded by the North Carolina Community College System.

GED instruction is provided in small, staff-taught classes, of 1.5 hours duration, daily. Students are encouraged to focus on one GED subject at a time. Students take practice tests frequently in order to assess their progress and diagnose any areas in particular need of reinforcement.

GED students also spend 1.5 hours daily in AAD's Lab completing SRA reading and Cognitive Tutor mathematics modules so that they are working on improving basic literacy and numeracy skills at all times, regardless of what GED subject they are studying in class.

**Leadership Development:** The Achievement Academy's Leadership Development Program will rely on the following components:

- **Intensive Postsecondary Transition Programming:** It is the expectation that all AAD students who earn their High School Equivalency Diploma will continue on to postsecondary study. AAD offers a 9 week, 6 hr/week college preparatory program that includes career exploration activities, assistance with selecting and completing applications for postsecondary programs, completion of financial aid applications, an introduction to online learning, and academic preparation for college entrance/placement exams. Students in this program enroll in a six-week

online continuing education course (Ed2go) through Durham Technical Community College to (1) help develop the technology competencies required in the 21<sup>st</sup> century postsecondary classroom, (2) acclimate to the time management expectations of a traditional learning environment (3) further explore career options, and (4) develop leadership and communication skills. Students earn a certificate of completion when they fulfill all of the Ed2Go course requirements.

- **Munch and Learn:** Twice a month, the Achievement Academy will host speakers from a variety of community organizations, schools, and businesses to provide an opportunity for students to learn important life skills, consider new career pathways, and access needed resources and services. Recent Munch and Learn presentations have included sessions on personal credit, filing taxes, careers and apprenticeships in the construction industry, nursing careers, personal nutrition, and college entrance requirements.
- **Individual Goal Setting:** All new WIA students at the Achievement Academy enter on a two week orientation contract. Students must agree to maintain excellent attendance, call or have an adult sponsor call to excuse any absence, complete homework every night, and abide by our student-developed Code of Conduct and Care. When students complete their orientation contract, they meet with a member of the instructional staff and our case manager to develop a contract outlining personal goals and responsibilities and the assistance needed from AAD staff in order to achieve their goals. Student contracts are revisited as frequently as necessary, but at least once a quarter. Over the course of a year, students take progressively more responsibility for facilitating contract meetings. Our goal is to model and teach the skills a student needs to independently facilitate a meeting by the end of one year.
- **Peer Education:** The Achievement Academy's provides intensive training in peer literacy education to postsecondary students who are interested in tutoring in the Pre-GED reading program.

### **Additional Service Elements: Supportive services, Comprehensive Guidance and Counseling, and Follow-up**

□ **Supportive Services:** AAD helps students identify solutions to life problems that have the potential to derail students' education. After identifying existing or potential daily life stressors in the initial program interview, the student, his or her adult sponsor, and the program director identify community resources to help address these issues. In addition to social service agency referrals, AAD directly assists students in areas of:

- Postsecondary tuition, supplies, and fee assistance
- Childcare
- Transportation
- Housing
- Medical and dental expenses

- Criminal Justice issues
- Parenting skills
- Employment

□ **Comprehensive Guidance and Counseling:** In addition to quarterly contract meetings, AAD programming includes regular intervention team meetings that are specifically focused on issues and needs that impair students' educational progress. For WIA students, AAD will work closely with YES program case workers so that services we provide are supportive rather than duplicative of the work that they do. Intervention team meetings will be held to create an action plan with defined responsibilities for the student, family members or other adult sponsor, AAD staff, and other service providers. Follow up meetings review progress on the original action plan and revise the plan as needed. AAD often hosts Child Family Team meetings (CFTs) for youth who are served by community-based mental health providers.

AAD's case manager will refer students to community agencies providing medical, mental health, vocational rehabilitation, and social services as needed. Through weekly meetings with Framework Provider case managers, staff assures that there is a team working together to follow through on referrals and coordinate services for students who do not have Child Family Teams through the community mental health system.

□ **Paid Work Experience:** Post-secondary students who complete our intensive peer literacy training program are eligible for paid, part-time employment as teaching assistants in our reading program. The work experience includes a weekly hour long conference with instructional staff to reflect on and evaluate the work experience in an ongoing manner.

□ **Follow-up:** The post-secondary program at AAD follows students through the completion of the post-secondary degree/diploma. AAD staff assures that students complete enrollment and financial aid paperwork each semester or apply for a leave of absence in anticipation of life events that are likely to prevent successful completion of course work in a given semester. The Achievement Academy trains all interested GED graduates as reading tutors and offers part-time employment to postsecondary students who complete the training. This allows AAD staff to maintain regular contact with graduates and assist them with academic and personal issues that might limit postsecondary persistence.

The Achievement Academy attempts to manage extended periods of student absence by placing students on a "leave of absence." When students are on leave, Achievement Academy staff develops a plan with students for staying in contact, helping students get the resources they need to refocus on school, and returning ready to learn. The plan includes a schedule for regular phone and/or in-person follow up during the leave.

# Attachment B

Second Amendment  
(Revised May 2012)

**Program budget – Second Amendment (Revised May 2012)**

**Budget Forms**

<b>Tutoring/ Pre GED</b>		
	Program Cost (per month)	Participant Cost *(based on 16 participants)
Staff Salaries	1,498.61	93.66
Fringe Benefits	150.03	9.38
<b>Subtotal Cost</b>	1,648.64	103.04
<b>12 Month Total</b>	19,783.68	1,236.48

<b>Alternative Secondary Education/GED</b>		
	Program Cost (per month)	Participant Cost *(based on 16 participants)
Staff Salaries	1,604.22	100.26
Fringe Benefits	146.84	9.18
<b>Subtotal Cost</b>	1,751.06	109.44
<b>12 Month Total</b>	21,012.72	1,313.28

<b>Leadership Development</b>		
	Program Cost (per month)	Participant Cost *(based on 16 participants)
Staff Salaries	1,051.22	65.70
Fringe Benefits	156.06	9.75
<b>Subtotal Cost</b>	1,207.28	75.45
<b>12 Month Total</b>	14,487.36	905.40

<b>Fixed Monthly Program Costs</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
Instructional Planning	1,268.95	15,227.37
Non-Tutoring Personnel hours	579.93	6,959.15
Fixed Cost/equip/materials/communications	544.16	6,529.90
<b>Subtotals</b>	<i>2,393.04</i>	<i>28,716.42</i>
<b>12 Month Total</b>		<b>28,716.42</b>

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<b>Program Element</b>	<b>Total</b>
Alternative Education/ GED	21,012.72
Leadership Development	14,487.36
Tutoring/Pre-GED	19,783.68
Instructional Planning	15,227.37
Fixed Costs	6,529.90
Nontutoring personnel	6,959.15
<b>Program Total</b>	<b>\$84,000.00</b>

<b>In-Kind Funds</b>		
<b>Description</b>	<b>Source</b>	<b>Amount</b>
Volunteer hours 3,000 hrs@18.80/hr	AAD	\$56,400.00
Donated student computers 14@\$100/ea.	Duke Univ.	1,400.00
Furniture	Duke Univ.	400.00
Equipment maintenance services	AAD	500.00
Food for Students	AAD	1,300.00
Curriculum supplies/books/software	AAD	2,000.00
<b>Total Amount of In-Kind Funds</b>		<b>\$62,000.00</b>