

THIRD AMENDMENT TO WORKFORCE INVESTMENT ACT CONTRACT BETWEEN
THE CITY OF DURHAM AND EDUCATIONAL DATA SYSTEMS INCORPORATED
(EDSI)

This contract (Third amendment) is made, dated and entered into as of _____ day of _____ 2014, between the City of Durham, a municipal corporation (“City”) and Educational Data Systems Incorporated (“Contractor”), a for-profit corporation organized and existing under the laws of the state of Michigan.

The City and the Contractor entered into a contract titled “Workforce Investment Act Contract between the City of Durham and Educational Data Systems Incorporated (EDSI)” dated April 1, 2014. That contract is referred to as the “Original Contract.”

The City and the Contractor entered into a first amendment titled “Amendment to the Workforce Investment Act Contract between the City of Durham and Educational Data Systems Incorporated (EDSI)” dated April 1, 2014 (hereinafter, “First Amendment”). The First Amendment corrected clerical errors on page 15 and in the header.

The City and the Contractor entered into a second amendment titled “Second Amendment to the Workforce Investment Act Contract between the City of Durham and Educational Data Systems Incorporated (EDSI)” dated June 30, 2014 (hereinafter “Second Amendment”). The Second Amendment extended EDSI’s contracted services for an additional year and to increase the value of the contract by \$721,000.00 for compensation of services delineated within revised Attachments A and B of the Second Amendment.

The purpose of this Third Amendment is to modify the scope of work and to increase the value of the contract by \$317,251.00 for a total compensation of compensation of services delineated within Attachments A-1 and B-1 of this Third Amendment.

The Original Contract is further amended as follows:

1. Delete Section 2. of the Original Contract and replaced with the following:

Section 2 Services and Scope to be Performed. Presumption that Duty is Contractor’s. Contractor shall perform the services and activities outlined in Attachment A of the Second Amendment and Attachment A-1 of this Third Amendment. Those services and activities are sometimes referred to in this contract as the “Scope of Work” or the “Deliverables”. The Contractor shall begin performance of these services and activities on July 1, 2014. It shall complete those services and activities by June 30, 2015. This Contract may be renewed based upon performance and funding availability for a maximum of two additional years. At the end of this contract (year one), an evaluation will be made by the Office of Economic and Workforce Development (OEWD) to determine whether to recommend the second contract renewal, and to refer the

Workforce Investment Act Contract between the City of Durham and
Educational Data Systems Incorporated (EDSI)

recommendation to the Durham Workforce Development Board (DWDB) and the City Council prior to June 30, 2015.

2. Delete Section 4, "Payment under the Contract," of the Original Contract and replaced with the following:

Section. 4. Payment under the Contract. The City shall make payment on a cost reimbursement basis to the Contractor for services and activities described in Attachment A of the Second Amendment and A-1 of this Third Amendment, within the budgeted line-items provided for in Attachment B of the Second Amendment and B-1 of this Third Amendment in an amount not to exceed \$1,038,251, which is attached hereto and incorporated herein for a total contract amount and payments not to exceed \$1,318,251. 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 Workforce Development Administrator within the Office of Economic and Workforce Development, whose name and address shall be provided by the City. The City shall provide the Contractor with blank reporting forms referred to in this Contract, and Contractor agrees to use those forms and instructions.

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 total contract amount of (ii) \$1,318,251. 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 Attachment A and B of the Second Amendment and A-1, and B-1 of this Third Amendment in a timely manner, will result in delay of payment to Contractor and will be in breach of the contract.

Monthly invoice documentation shall include the following:

1. Time sheets or payroll registers.
2. Documentation related to the fringe benefit percentages for each employee whose salary is charged to the contract.
3. Documentation related to the cost or rental of space.
4. Documentation to substantiate travel costs that are invoiced and should be congruent with the policies of the City of Durham travel reimbursement.
5. Documentation of supply costs.
6. Documentation of other program costs such as advertising, technology, food and meeting costs, professional services, employee morale, insurance, criminal background checks, maintenance

Workforce Investment Act Contract between the City of Durham and Educational Data Systems Incorporated (EDSI)

and repair and other costs allowable under the Office of Management and Budget and the policies of the Durham Workforce Development Board.

7. Documentation of client support service costs such as childcare, books, supplies, and other costs allowable under the Office of Management and Budget and policies of the Durham Workforce Development Board.

3. In Section 7, Attachments of the Original Contract, add "Scope of Work" as Attachment A-1 of the Third Contract Amendment.

4. In Section 7, Attachments of the Original Contract, add "JD NEG Budget" as Attachment B-1 of the Third Contract Amendment.

IN WITNESS WHEREOF, the City and the Contractor have caused this Third Amendment to be executed under seal themselves or by their respective duly authorized agents or officers. The individual signing on behalf of the Contractor warrants that he or she has the authority to bind the Contractor to this contract

CITY OF DURHAM

ATTEST:

By: _____

Pre Audit Certificate:

Workforce Investment Act Contract between the City of Durham and Educational Data Systems Incorporated (EDSI)

Educational Data Systems Incorporated

By: _____

Title: _____

(Affix corporate seal.)

State of _____ ACKNOWLEDGEMENT BY

EDUCATIONAL DATA SYSTEMS
INCORPORATED

County 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 Educational Data Systems Inc., a 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

Workforce Investment Act Contract between the City of Durham and
Educational Data Systems Incorporated (EDSI)

ATTACHMENT A-1

SCOPE OF WORK

Educational Data Systems, INC.

Background

In July 2014, the Office of Economic and Workforce Development received a notice from the NC Division of Workforce Development that the Durham Local area and Durham Technical Community College was awarded funds from a Job Development National Emergency Grant (JDNEG). The funds awarded to Durham Technical Community College are to provide short-term training focused on in-demand skills. Funds granted to the Durham Workforce Development Board are to provide screening of the WIA Dislocated Workers for the in-demand skills training, and to provide On-The-Job training (OJT) subsidies, that will help offset costs for Durham businesses to hire long-term (27 weeks or more in aggregate since the recession of December 2007- June 2009) unemployed participants of the WIA Dislocated Worker program. The total grant must be expended by June 30, 2016.

EDSI has been awarded \$317,251 of this grant under this contract to support the OJT and screening activities listed above. Services and performance outcomes that occur based upon OJT funded activities will be tracked separately from the WIA participants receiving employment and training services under this contract from July 1, 2014- June 30, 2015.

Deliverables

- Contractor shall serve between 20-35 individuals through OJT (depending on the amount of each subsidy that is contingent with the size of the company);
- As stipulated by the NC Department of Commerce Division of Workforce Solutions, the Contractor will target the following individuals to participate in under this OJT program:
 - a) Dislocated Workers who are enrolled in the WIA program and/or participants who are involved with the Career Center system - with specific target of those that since the recession of December 2007- June 2009 have been unemployed for 27 weeks in aggregate.
- Contractor will conduct an assessment of individual participant skill-sets in order to best determine viability of participant OJT placements;
- Contractor will develop OJT contracts and/or place WIA participants with private for-profit and not-for-profit businesses;

Workforce Investment Act Contract between the City of Durham and
Educational Data Systems Incorporated (EDSI)

- Contractor will provide outreach to targeted businesses to match employers/industries based on skill sets that are identified through an assessment of prospective OJT participants;
- Contractor will track services and performance outcomes that occur based upon OJT funded activities listed herein separate from the Formula funds of Attachment B, and activities listed in Attachment A.
- Contractor will establish separate accounting mechanisms to report and invoice for OJT activities listed herein;
- Contractor will adhere to the OJT (submitted to Contractor prior to the time of execution of this contract) policy submitted to and approved by the NC Department of Commerce Division of Workforce Solutions and will monitor all On-the-Job Training contracts for local, state and federal compliance;
- Contractor is required to provide a monitoring report on all On-the-Job projects that will include but is not limited to, number of project participants, number of project referrals, funds exhausted to date and will provide any other report that the DWDB may request within and agreed upon time period.
- In addition the contractor will provide outreach and screening of candidates eligible for the In-Demand skills training at Durham Technical Community College.

Job Development

EDSI will provide a full-time job developer to support the Durham Workforce Development and City of Durham's Office of Economic and Workforce Development efforts in connecting jobseekers and businesses. To accomplish this they plan to do the following:

- Encourage, with our clients, job search as a full time activity through the use of daily assignments in the form of signed contracts from their Program Employment Specialist.
- Focus on relationships with employers and developing partnerships with them.
- Provide services to employers as well as to our clients.
- Focus on job matching.
- Assist customers in identifying realistic and immediate job goals and to develop a plan to reach their long term career goals.

Workforce Investment Act Contract between the City of Durham and
Educational Data Systems Incorporated (EDSI)

- Incorporate Professional Placement Network to facilitate customer networking opportunities and employer contacts for the mid-career customer base.
- Incorporate bi-weekly mock interview sessions into its program framework.
- Develop OJT contracts with businesses for the purpose of providing On-The-Job Training opportunities for our WIA clients, by fully utilizing available funds in the most efficient and effective manner to gain clients employment.

Outreach Activities to Local Businesses

Businesses tend to use services they are familiar with, so it is important that they are introduced to the local Career Center and the benefits available to the job seeker and employer. The program staff will in partnership with the Career Center look to our business community as a client and partner; utilizing their input to drive the types of training opportunities we support and the avenues of employment we direct our clients towards. The program staff will continue to ask our business community to identify what skills (technical and soft) they need and provide that information to our clients. In this way, we feel confident that WIA is uniquely servicing two diverse yet interrelated clients.

The program staff will promote OJT, and short-term Vocational (market driven) Training as a mutually beneficial vehicle for candidate recruitment and client work opportunity. OJT provides local employers financial incentives for working with WIA customers. OJT provides customers with necessary training and exposure, encouraging the employer to retain the customer for full time employment. EDSI will initiate and support in the development of OJT opportunities. The OJT opportunities will be structured to ensure that they provide the employer and employee with concrete performance objectives. Programs will be designed to meet the specific needs of the individual employer and placements will be monitored until the individual's training is completed.

To accomplish this staff will do the following:

- Assist and screen appropriate long term unemployed clients (27 weeks in aggregate since December 2007-June 2009) for the JD NEG Training programs at Durham Technical Community College.
- Refer eligible clients to the JD NEG appropriate training at Durham Technical Community College.
- Ensure our staff understands the needs of the business community,
- Invite employer-input to help identify market needs and then drive client services.

Workforce Investment Act Contract between the City of Durham and
Educational Data Systems Incorporated (EDSI)

- Utilize the NCWORKS.GOV database and track both contacts and outcome,
- Utilize the NCWORKS.GOV database based on skills to assist with employer recruitment,
- Provide marketing and customer service training to the entire staff,
- Partner with Career Center entities as part of the Business Service Team,
- Encourage businesses and clients to attend Professional Networking groups to make connections with businesses, HR representatives and other business professionals.

Workforce Investment Act Contract between the City of Durham and
Educational Data Systems Incorporated (EDSI)

Attachment B-1

JDNEG Budget

Agency Name: Educational Data Systems, Inc. (EDSI)
7/1/2014 - 06/30/2015

Program Costs	Line Item Totals
Staff Salaries	\$ 31,490.00
Staff Fringe Benefits	\$ 9,604.00
OJT Federal	\$ 276,157.00
Subtotal Training/Support Costs	\$ 317,251.00
	Line Item Totals
Total Program Costs**	\$ 317,251.00