

**NORTH CAROLINA
DURHAM COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 1st day of July, 2018, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and **DURHAM LITERACY CENTER** a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in "Attachments 1 and 1A" (hereinafter collectively referred to as "Services"). Attachments 1 and 1A are hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The COUNTY will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONTRACTOR agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

2. **TERM OF CONTRACT.** The Term of this contract for services is from the 1st of July, 2018 to the 30th of June, 2019 unless sooner terminated as provided herein.
3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed One Hundred Thousand Seven Hundred Twenty Five Dollars and Sixty Three Cents (\$100,725.63) as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, Attachments 1 and 1A. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.
4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **INDEMNIFICATION.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or subcontractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In claims against any person or entity indemnified under this provision by an employee of the CONTRACTOR, a subcontractor, an employee of a subcontractor, or an agent of the CONTRACTOR or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 6. INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR'S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR's insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

6.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

6.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

6.3 Worker's Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

7. TERMINATION.

7.1. EVENT OF DEFAULT. Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the County may take one or more or all of the following actions:

1. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
2. Deduct any and all expenses incurred by the County for damages caused by the Contractor's Event of Default; and/or
3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

7.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination. Termination of this Contract, under either section 7.1 or 7.2, shall not form the basis of any claim for loss of anticipated profits by either party.

8. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

9. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

10. COMPLIANCE WITH LAWS. CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.

11. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

12. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

13. EMPLOYMENT ADVERTISING REQUIREMENTS. CONTRACTOR shall post local job openings, in connection with this contract, with the City of Durham's Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of Employment Services (formerly ESC, Employment Security Commission) and with the Durham County Department of Social Services throughout the term of this Agreement; provided that the foregoing requirement does not limit CONTRACTOR'S ability to advertise and/or otherwise post job openings with other organizations or media outlets.

14. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

15. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies). Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides “minimum value” to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham County are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham County against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONTRACTOR shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and to indemnify the County against any associated 4980H penalties. **Please complete Exhibit A and return with this contract.**

16. SECURITY BACKGROUND CHECKS. The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining County identification badges and allowed unescorted access to County facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff’s Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a County contract unless explicitly mandated by law.

The Contractor will send the results of the background checks to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office on any negative determinations. The Security Manager will notify the Contractor’s County point of contact of the results of the review. A Contractor can appeal a negative determination by the Security Manager to the County Manager for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information will be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract, and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings restricted.

Additional background screening may be necessary at specific county buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the County Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff’s Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual

from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

17. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

18. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Durham County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in Durham County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

19. EXISTENCE. CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

20. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

21. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

22. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF DURHAM
ATTN: PURCHASING DEPARTMENT
4TH FLOOR, 200 EAST MAIN STREET
DURHAM, NORTH CAROLINA 27701

DURHAM LITERACY CENTER
ATTN: LIZZIE ELLIS-FURLONG
PO BOX 52209
DURHAM, NORTH CAROLINA 27717

23. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
24. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.
25. **REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in Exhibit B – Federal Uniform Guidance Contract Provisions Certification.
26. **ENTIRE CONTRACT.** This contract, including Attachments 1 and 1A, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

COUNTY OF DURHAM

Name and Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Budget Control Act.

Susan Tezai, Durham County Chief Financial Officer

CONTRACTOR

By: _____
Authorized Representative

Print Name/Title: _____

“ATTACHMENTS 1 AND 1A” to follow

ATTACHMENT 1 SCOPE OF SERVICES

This Scope of Services is an integral part of this contract between the **County of Durham** (hereinafter referred to as “County”), and **Durham Literacy Center** (hereinafter referred to as “Contractor”), which contract is dated the 1st day of July, 2018.

CONTRACTOR hereby agrees to provide services and/or materials to the County pursuant to the provisions set forth below.

I. Background/Purpose: *(Why - Provide a brief description of the project or services being procured.)*

The purpose of this partnership is to contribute to the social and economic development of detainees at the Durham County Detention Facility, help prepare them to return to the community, and contribute positively once there. Through its partnership with the Durham Literacy Center (DLC), the Durham County Sheriff's Department will increase educational opportunities for detained individuals and help to develop viable opportunities for them through educational and workplace-readiness skill development.

II. References: *(Identify & attach any additional documents relevant to the performance of services, i.e., quotes, proposals, etc.)*

The following documents are incorporated herein by reference to them:

High School Equivalency Classes and Job/Life Skills Program Proposal (Attachment 1A)

III. Work/Requirements: *(What and Where - Be as detailed as possible in describing the work to be performed.)*

The Durham Literacy Center will provide GED preparation, Adult Basic Education, job readiness instruction and mentoring in the housing units of the Detention Facility. Instruction will be administered in each housing unit's multipurpose room. The instructor(s) will be expected to travel unescorted in the facility, assess students' aptitude, evaluate students' progression and administer instruction to small groups of inmates. The Durham Literacy Center will refer released inmates to external resources related to the aim of this project, track their progress after release as feasible, and provide monthly reports and a comprehensive annual report to the Office of the Sheriff.

IV. Schedules/Timelines: *(When - Set forth the timetable for which the work is to be completed and any phases or deadlines for periodic work.)*

Instruction will be Monday-Friday. Instruction preparation and any post-instruction efforts will be conducted as determined by the Durham Literacy Center. The award amount is based on a salaried calculation and payments will not exceed the amount specified in the proposal and contract. All work is to be completed by June 30, 2019.

V. Transmittal/Delivery/Accessibility: *(How - Describe in detail the delivery methods for reports or deliverables, and include contact information of department procuring the services, such as name, telephone number and e-mail address. If there is Sheriff property to be provided or access to the property, describe here how that will be handled, i.e. keys, holidays, security measures...)*

Monthly reports and a comprehensive annual report will be transmitted in Word, Excel, and PDF formats to David LaBarre, Director of Operations & Development via email (dlabarre@durhamsheriff.org).

VI. Payment: *(Include the Rate of payment, Time for payments and Methods of Payment.)*

The Durham Literacy Center will submit an invoice for expenses related to services, materials, and curriculum development consistent with the proposal to the Office of the Sheriff by the 15th of each month for expenses incurred during the previous month. Payment will be provided monthly.



High School Equivalency Classes and Job/Life Skills Program

Scope of Services

Between:

Durham County, Office of the Sheriff, 510 S Dillard St, Durham, NC 27701

- AND -

Durham Literacy Center, 1905 Chapel Hill Rd, Durham, NC 27707

Purpose:

The purpose of this partnership is to contribute to the social and economic development of detainees at the Durham County Detention Facility, help prepare them to return to the community, and contribute positively once there.

Through its partnership with the Durham Literacy Center (DLC), the Durham County Sheriff's Department will increase educational opportunities for detained individuals and help to develop viable opportunities for them through educational and workplace-readiness skill development.

Location of work:

The program will be offered on site at the Durham County Detention Facility at 219 S. Mangum Street, Durham NC, Monday through Friday, 9:00 a.m. to 5:00 p.m.

Period of performance:

Classes will run 12 months out of the year, with a slightly modified class schedule in the summer that will ensure continuity of services. Provided services will be reviewed at the end of each fiscal year and will be renewed annually, if desired by the Sheriff's Department. See the Addendum for the program evaluation of the 2017-18 program year.

Scope of work:

The Durham Literacy Center (DLC) will provide High School Equivalency Classes and Job/Life Skills classes to detained individuals at the Durham County Detention Facility to achieve the purpose stated above. The DLC will work in close partnership with the Durham County Sheriff's Office to effectively implement and manage the program.

All classes are voluntary and will be open to detainees of any age who meet the approval of the Durham County Detention Facility staff.



All classes will be taught and coordinated by qualified DLC staff members who have the necessary education, credentials and experience to perform their work effectively. Services will be implemented by one full time coordinator/lead instructor and one full time High School Equivalency instructor. This represents a change from the 17-18 year, when the program employed one fulltime coordinator/instructor and one part-time instructor. The rationale for making both instructors fulltime is included in the findings and recommendations of the evaluation of the 2017-18 program year (see Addendum).

The details regarding the programming to be offered are as follows:

High School Equivalency Instruction

- High School Equivalency classes will be offered in 7 pods, with a maximum of 6 students per class. High School Equivalency classes are ongoing, with enrollment of new students taking place every 2 months.
- High School Equivalency students attend classes two times a week for 2 hours per session.
- When students pass high school equivalency practice tests, DLC staff will refer that student to take his or her high school equivalency test at Durham Technical Community College, the certified testing center in Durham County.
- DLC staff will also provide limited wraparound services to detainees. DLC staff will encourage students to continue their education when they leave the facility, through individual consultation and referrals to the Durham Literacy Center or other appropriate programs like Durham Tech's HRD program.

Job/Life Skills Instruction

- Job/Life Skills classes will be offered in 4 Pods, with a maximum of 8 students per class. Students attend one class a week for 1.5 hours.
- The Job/Life Skills class is comprised of 10 modules, consisting of interactive discussion, goal setting, resume development, role playing and discussion of resources for justice-involved individuals in the community. Enrollment takes place every 2 months.
- DLC staff will provide limited wraparound services to students for the purposes of connecting students with resources and organizations that can assist them upon their release, such as the Local Re-Entry Council, Former Offender program at NC Works, StepUp, etc.

Performance Monitoring Plan:

The purpose of this monitoring and evaluation plan is to assess the impact of the program services and ensure that the program is being implemented effectively. Program monitoring and evaluation will include the following:

- In High School Equivalency classes, pre-assessments of reading and math will be performed at intake and post-assessments to track educational gains will be completed quarterly.
- The DLC will track attendance, demographic information and educational gains throughout the year share with the Sheriff's Office in a monthly report.
- Job/Life Skills students will complete a post-class survey to determine skills gained and tools they have developed during instruction.
- When possible, DLC staff will follow-up after release to determine if participant follows through on referrals for re-entry services, employment and/or education. These referrals will be tracked and reported in the program's annual report.
- DLC staff will meet with Sheriff Department staff on a quarterly basis to ensure compliance with agreements made and positive progress towards this program goals and objectives.

Program Costs (corrected, 7/31/18)

Line Item	Amount
Personnel	
DLC Lead Instructor/Program Coordinator (full time)	\$32,400.00
Contract GED and Life Skills Instructor (full time)	\$30,000.00
Payroll taxes, FICA (7.65%)	\$4,773.60
Fringe benefits	\$ 15,600.00
Administrative Personnel (i.e. payroll processing, procurement, data management, oversight, etc.)	\$2,724.13
Subtotal Personnel	\$85,497.73
Materials	
GED & Literacy Student Materials: Standardized Assessment, GED Books, practice tests (75 students X \$40)	\$3,000.00
Life Skills booklets and handouts (80 students x \$8 x 4 courses a year)	\$640.00
Subtotal materials	\$3,640.00
Sub-total	\$89,137.73
DLC Indirect Costs (13%)	\$11,587.90
TOTAL COSTS	\$100,725.63



Implementing staff:

The key staff and contract employees implementing this program are as follows:

Pamela Gray, LCSW: *High School Equivalency and Job/Life Skills Program Coordinator, Lead Instructor*

Pam is a licensed clinical social worker who joined the Durham Literacy Center team in February of 2017 as a part-time instructor in the Durham County Detention Facility. Since then, she has taken over the position of Program Coordinator/Lead Instructor of the programs provided by the Durham Literacy Center. Pam is a graduate of the UNC School of Social Work and has worked with children and families in Child Protective Services and community mental health. Prior to working for the DLC, Pam co-founded and directed a program called Rebound, Alternatives for Youth for high school students on short-term suspension from school. Rebound is designed to help students continue to work toward educational and life goals while on suspension from school.

Gardy Perard, *Adult Literacy Program Coordinator*

Gardy Perard has led the Adult Literacy Program for 10 years and served as the lead trainer for several years prior to becoming program coordinator. He has completed both the Augustine Project's Orton-Gillingham training and the NCCCS-sponsored Student Achievement in Reading (STAR) training which is part of a national effort to bridge the gap between research and practice in teaching adults to read. He is also a member of the Augustine Literacy Project's Board of Directors. Gardy attended Columbia University and has a background in engineering and mathematics.

Andrew Deibert, *GED Instructor*

Andrew is a graduate of High Point University where he was on the Dean's List and earned honors as a student of Sociology and Anthropology. After graduating in 2016, he worked at the Durham Literacy Center as a NC Literacy Corps member, an AmeriCorps program. During this time, Andrew helped to coordinate the Youth Education program at the DLC, which provides instruction to youth ages 16-24 who are seeking to earn their High School Equivalency diploma. Starting in the Fall of 2017, Andrew became an employee of the Durham Literacy Center in its program at the Durham County Detention Facility. Andrew is an accomplished instructor with a strong commitment to his students.

Lizzie Ellis-Furlong, *Executive Director*

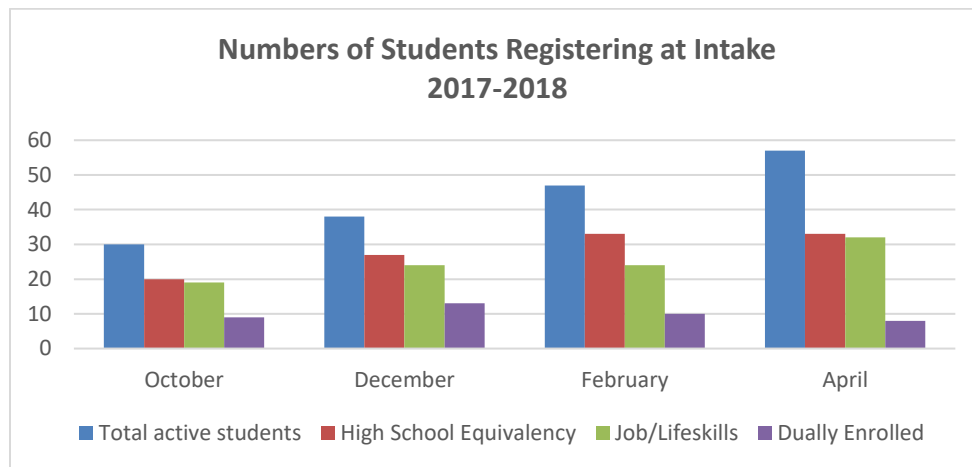
Lizzie Ellis-Furlong returned to the Durham Literacy Center as Executive Director in October 2014. She was previously the DLC's Managing Director and Adult Literacy Coordinator from 2001-2006. Lizzie has a master's degree in social work from UNC-Chapel Hill and a bachelor's degree from Earlham College. Prior to becoming the Executive Director of the DLC, Lizzie co-founded and co-directed Rebound, Alternatives for Youth. She now serves as an ex officio member of the board of Rebound.

ADDENDUM

High School Equivalency and Job/Lifeskills Program Enrollment Durham County Detention Center

Executive Summary:

After thorough evaluation of program year 2017-18, we determined that more staff time is required to adequately implement the program. We are serving more students, as a result of expanding the age limit, while continuing to find creative ways of serving a unique population in a challenging environment. We have identified several factors that are outlined below. Most notably, the increase in the number of students has had an exponential effect, requiring more staff time spent on developing individual learning plans for students with varying educational, cognitive, and mental health/behavioral needs.



Findings:

- As the school year progressed, enrollment in both High School Equivalency and Job/Life Skills classes steadily increased. Starting on October 1, 2017, total enrollment in the programs was 30 students. As of May 1, 2018 total enrollment was 57 students.
- Starting in February 2018, enrollment criteria changed, and became open to detainees of any age. Previously, enrollment had been restricted to detainees ages 16-24 years.
- Overall, 129 detainees engaged in programs provided by the Durham Literacy Center in the 2017-18 school year. 89 of the students were registered in the High School Equivalency classes and 81 were involved in Job/Life Skills classes, respectively. A number of students were dually enrolled in both programs and many students opted to take Job/Life Skills multiple times.
- In the 2017-2018 school year, DLC staff made 37 referrals to the Local Re-entry Program (LRC), 14 referrals to Project BUILD (gang intervention program) and 5 referrals to the Durham Literacy Center to enhance detainees' opportunities for success upon their release.
- Of the 81 students who enrolled in the Job/Life Skills program, 31 completed a post-class survey. Of the students who completed a post-class survey, 100% either agreed or

strongly agreed with the statements “Taking this class helped me develop goals for the future” and “Taking this class helped me develop a better plan for reaching my goals.”

- Students enrolled in Job/Life Skills responded well when they were given individualized help in creating their own resumes, cover letters, and letters of explanation (also known as disclosure letters), tools that they can “take with them” to enhance their chances of finding employment upon their release.
- Enrollment opened to new students every 2 months. In the course of the year, students would remain in the class, or leave the class due to being released, moving to different correctional settings, or dropping the class voluntarily. On rare occasions, DLC staff would drop students if they were unable to comply with the expectations of the class.
- Some students who expressed interest in High School Equivalency were not eligible to enroll in the class, due to low literacy (less than 5th grade level) or low English proficiency (LEP).

Recommendations:

- That Andrew Deibert, who is currently a part-time instructor for the High School Equivalency classes, be made into a full time instructor to ensure high quality of services, while accounting for increased program enrollment.
- That DLC staff continue to monitor need/interest for detainees with low literacy and low English proficiency, who wish to enroll in education programs at the Detention Facility.
- That the Office of the Sheriff continue to work with the DLC and Durham Technical Community College testing staff to seek approval for the Durham County Detention Facility to become an approved testing site for the HiSET High School Equivalency test.
- That the Office of the Sheriff continue to try to seek larger and more adequate office space in which to house the program, which includes desk space, access to a printer/copier, and internet.