

Agreement between
the Administrative Office of the Courts of the State of Delaware
and the Delaware Department of Labor

This agreement ("Agreement") is entered into on this 24 day of OCTOBER, 2019 by and between the Administrative Office of the Courts of the State of Delaware ("AOC") and the Delaware Department of Labor ("DOL").

WHEREAS, the AOC is the recipient of grant funding from the Center for Court Innovation through a grant received from the Bureau of Justice Assistance, U.S. Department of Justice, *Drug Court Discretionary Grant Program*, Grant # 2015-DC-NY-K002 (CFDA 16.585) to develop a Wilmington Community Court that would focus on improving outcomes for offenders, reduce recidivism, and serve as a community center for local residents; and

WHEREAS, the AOC grant and budget application envisioned that the Wilmington Community Court would serve as a resource center focused on the creation of job opportunities for justice-involved individuals by assisting a person with their job seeking skills, employment readiness, and professional competencies in collaboration with state and community based organizations; and

WHEREAS, the DOL has agreed to provide training and services to improve the job marketability of Community Court participants;

NOW THEREFORE, the AOC and DOL agree to the following:

I. General responsibilities of the AOC and DOL.

1. DOL will provide the Community Resource Center with 29.75 hours a week of assistance with the following services:
 - a. Pardons and Expungements Counseling.
 - b. Employment readiness, such as but not limited to, resume creation, employment searches, employment applications, and mock interview workshops.
 - c. Triage for additional services available through the DOL.
 - d. As needed, additional case management services, including referrals to vocational and educational services, to individuals in need of additional skills, education or training.
 - e. DOL will assist with developing partnership creation with additional supportive service providers to refer and coordinate the services needed for Community Court participants.
2. The AOC will provide DOL with working space within the Community Resource Center.
3. Subject to volume and demand, it is anticipated that DOL will be on site at the Community Resource Center on the following days and time:
 - a. Tuesday; 9:00 AM – 2:00 PM

- b. Wednesday: 9:00 AM – 2:00 PM
- c. Thursday: 9:00 AM – 2:00 PM
- d. Friday: 10:00 AM – 4:30 PM

The remaining hours will be spent at DOL One Stops to conduct follow-up and other case management tasks for Community Court participants.

- 4. Services provided through this grant must give priority to individuals ordered to report to the Community Court and/or the Community Resource Center.

II. Term of the Agreement and payment.

- 1. The term of this Agreement shall be from November 1, 2019 to June 30, 2020.
- 2. The DOL will receive grant funding disbursed from the AOC per submission of invoices on a monthly basis. Such services will be reimbursed based on the hours of services provided by DOL at DOL's standard hourly rate of \$27.80/hour.
- 3. The first payment shall be made on November 1, 2019. Hours and days worked are described in Section I above. The December payment and all subsequent payments will be made within 10 days after receipt of the monthly Time and Effort Reporting Certification attached as Exhibit A.
- 4. If for any reason the services are not provided to the AOC for the pre-paid month, DOL agrees to reimburse the AOC at the pro rata amount.
- 5. DOL certifies that all grant funding paid through this Agreement will be used to supplement existing funds for program activities and will not replace (supplant) expenditures from other federal, state, or local sources.
- 6. The DOL has provided services during the months of August - October, 2019, which will also be invoiced at the standard hourly rate referenced above.
- 7. Should the agreement start later or terminate earlier than the period anticipated above, the monthly rate will be adjusted on a pro rata basis.

III. Confidentiality.

- 1. DOL acknowledges their responsibility to protect any personal information obtained through the program in accordance with applicable laws and policies. Individual court's policy on public access to records are available at <https://courts.delaware.gov/help/recordaccess.aspx>.

IV. Modification and termination of the Agreement.

- 1. Modification of this Agreement shall be made only by mutual consent. The modification shall be made in the form of an amended written Agreement.
- 2. Either party can terminate this Agreement at any time upon thirty (30) days prior written notice.

3. Unspent funds shall be returned to the AOC if applicable within 10 days of termination.

V. Notice.

1. Written notices can be electronically delivered or mailed to the following:

AOC: Deputy Court Administrator
Administrative Office of the Courts
405 North King Street, Suite 507
Wilmington, DE 19801
kevin.carroll@delaware.gov

DOL: _____

The undersigned agree to the arrangement outlined above.

Department of Labor

Administrative Office of the Courts

Signature: 

Signature: 

Name: Cecron Cede

Name: Amy Arnatt Curran

Title: Secretary of Labor

Title: State Court Administrator

Date: 11/1/19

Date: 10/24/19

EXHIBIT A

[DOL AGENCY LOGO]

Time and Effort Reporting Certification

Employee Name: _____

Month: _____ Year: _____

Total Hours Worked: _____

In accordance with OMB Circular A-87, Attachment B, Section 8, I certify as follows for the above listed month:

(Please select by marking X)

I spent 100% of my time and effort on state related tasks assigned by the Administrative Office of the Courts. During that time _____ hrs or _____% of my time was spent working on _____.

My time and effort was divided among Federal grants and broken down as follows:

_____ hrs or ____% on _____

_____ hrs or ____% on _____

Employee Signature

Supervisor Signature