

MEMORANDUM OF UNDERSTANDING
between the
District of Columbia Department of Employment Services
and the
Court Services and Offender Supervision Agency
For the District of Columbia
and the
Pretrial Services Agency For the District of Columbia

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is between the Department of Employment Services (“DOES”), the Grantor, the Pretrial Services Agency for the District of Columbia (“PSA”), and the Court Services and Offender Supervision Agency for the District of Columbia (“CSOSA”), to administer a pilot project designed to help a minimum of 300 CSOSA/PSA defendants/offenders under pretrial release, probation, parole and supervised release transition into sustainable employment. This project shall be referred to as the **CSOSA-DOES Workforce Development Offender Program (WDOP)**.

The WDOP will assist defendants/offenders seeking to reenter the mainstream of society by completing Occupational Skills Training, Adult Basic Education Classes, Soft Skills Enhancement Workshops, and Work Experience activities that will lead to long term unsubsidized employment. Training and Education referrals shall be individually determined, based on participants’ needs, aptitudes and interests. Participants who are able to immediately demonstrate employability will be provided with labor market information and job leads. The term “employability” will be the term used to refer to the status of those individuals who successfully complete the mandatory three-week Soft Skills class as demonstrated by a certificate of completion.

I. STATEMENT OF PURPOSE AND OBJECTIVE

WHEREAS, DOES and CSOSA/PSA will collaborate to: (1) govern and provide guidance to the WDOP operations; (2) provide or arrange the necessary training and educational services for WDOP participants; (3) identify potential employers as participants in the WDOP; and (4) develop and maintain comprehensive case files on all WDOP participants;

WHEREAS, CSOSA/PSA will identify eligible applicants for enrollment into the WDOP at prescribed entry points during its operational period, as defined herein;

WHEREAS, the specific services to be provided by DOES are budgeted in the District of Columbia’s System of Accounting and Reporting;

WHEREAS, DOES and CSOSA/PSA have agreed upon costs and services to the extent of available appropriations for this activity;

THEREFORE, in consideration of this mutual MOU, DOES and CSOSA/PSA agree to the responsibilities as defined herein.

II. RESPONSIBILITIES OF DOES and CSOSA/PSA

A. DOES and CSOSA/PSA Shall:

1. Provide skills training and/or employment opportunities to a minimum of 300 unemployed defendants/offenders.
2. Exchange regular reports regarding the participants' status in employment or job training programs and progress according to a pre-arranged schedule.
3. Establish mutually agreed upon written policies and procedures that provide guidance for the WDOP operations.
4. DOES shall provide workplace training with related instruction and CSOSA/PSA supervisory personnel will assist participants in the development of proper work ethics and behaviors as they relate to the performance of their duties.
5. Share technical expertise between CSOSA/PSA and DOES staff as needed to support the successful implementation of the WDOP.

B. DOES shall:

1. Provide a site with a maximum of five (5) staff to conduct services. The selected staff will work at two locations. (In the event of the extended absence of assigned DOES staff for a period of two or more days, it is understood that staff replacements will take place within a forty-eight hour period). The sites for the purposes of this pilot project will be at the CSOSA facilities located at 1230 Taylor Street, NW, Washington DC 20011 and 25 K Street, NE, Washington DC, 20002. Upon the conclusion of a six-month performance period, this service plan can be reevaluated for an additional program period.
2. Assist CSOSA/PSA staff with the planning and implementation of orientation sessions for applicants seeking enrollment into the WDOP.
3. Administer the Comprehensive Adult Student Assessment System ("CASAS") basic skills assessment tool.
4. Provide job development and job placement services to job-ready (defined as those individuals who successfully complete the mandatory three-week Soft Skills course offered by DOES) participants in the WDOP.
5. Conduct individual assessment of applicants to determine their need for primary employment services.

6. Provide case management, career counseling, supportive services and program eligibility determination to participants.
7. Provide support services to eligible Workforce Investment Act/Temporary Aid to Needy Families participants and non-custodial parents to include transportation subsidy, tokens, fare cards, uniforms, and childcare assistance, as available.
8. Secure Federal bonds for applicants being referred for employment, when required.
9. Provide training in the Federal Bonding Program and the Work Opportunity Tax Program (WOTC/WTW) for CSOSA/PSA staff.
10. Assist in the coordination of activities and services through existing partners services and other stakeholders.
11. Enter and maintain current employment and placement information for participants into the DOES automated employment data system.
12. Provide CSOSA/PSA a monthly training and employment report to include performance data on enrollment, assessment, job readiness (as defined in II. B.4)
13. Provide quarterly updated listings of "DOES – Preferred Training Providers" and labor market information to CSOSA/PSA for informational purposes.
14. Adhere to CSOSA/PSA confidentiality policy and applicable law and not redisclose any defendant/offender information without appropriate signed consent from the defendant/offender.

C. CSOSA/PSA Shall:

1. CSOSA shall have (3) staff members to work with DOES to conduct services. The selected staff will work at two locations. In the event of the extended absence of assigned CSOSA staff for a period of two or more days, it is understood that staff replacement will take place within a forty-eight hour period.
2. CSOSA shall provide two (2) sites and workspace provisions to accommodate five (5) DOES staff. Provisions will include office/cubicle space, computers, telephones and access to printers.
3. Identify targeted defendants/offenders for the WDOP, and refer them to DOES for program eligibility determination and needs assessment. CSOSA/PSA shall also inform defendants/offenders that enrollment in the WDOP is voluntary. The following types of defendants/offenders shall be eligible for enrollment in the WDOP:
 - a) Defendants/offenders unemployed for a period of 30 days or more.

- b) Defendants who are not actively using controlled substances, i.e., no positive drug test within past 30 days unless otherwise ordered by the court.
 - c) Offenders who are not actively using controlled substances, i.e., no positive drug test within past 30 days.
 - d) Provided they satisfy the criteria specified in subparagraphs (a) through (c), residents of the District of Columbia.
 - e) Defendants/offenders residing in shelters will be given heightened priority.
4. Coordinate with DOES to identify and provide supportive services and other resources required by WDOP participants, such as access to the CSOSA computer lab.
 5. Ensure that all applicants are aware that participation in WDOP activities is contingent upon negative urinalysis test results.
 6. Assist DOES with job development and placement activities for all job-ready participants (as defined above in II B.4) in the WDOP.
 7. Collaborate with DOES to assure that all required reports are prepared and delivered, as prescribed for each source of funds for the WDOP.
 8. Complete quarterly evaluation of the performance and achievements of each WDOP participant, based on benchmarks developed by CSOSA/PSA in collaboration with DOES. DOES agrees to provide financial reports as prescribed for each source of funds for the WDOP participants at six-month intervals.

MEETINGS

DOES shall convene monthly meetings after the implementation of the WDOP – to review the needs and the performance of the WDOP in order to sustain its smooth operation. The meetings shall include designated officials from DOES and CSOSA/PSA and other stakeholders, as identified.

IV. ANTI-DEFICIENCY ACT - Nothing contained herein shall be construed to obligate any party to any expenditure or obligation of funds in excess or advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.

V. NO RIGHTS CREATED - This agreement does not, and shall not be construed to, create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

VI. LIABILITY - Each party is responsible for its own conduct under this MOU, and retains all defenses, including immunities, available under federal and D.C. laws. Neither party agrees to insure, defend, or indemnify the other.

VII. EQUAL OPPORTUNITY ASSURANCES - The parties of this agreement will fully comply with nondiscrimination and equal opportunity provisions of Section 188 of the Workforce Investment Act and its regulation at 29 CFR –Part 37, which prohibits discrimination due to race, color, religion, sex, national origin, age, disability or political affiliation.

VIII. POINTS OF CONTACT

A. Charles Jones
Program Director
Office of Welfare to Work/Project Empowerment
Department of Employment Services
625 H Street, N.W.
Washington, D.C. 20002
(202) 698-5599
(202) 535-2449 (fax)
charles2.jones@dc.gov

Ruby Washington
Associate Director
Office of Contract Management
Department of Employment Services
609 H Street, N.E.
Washington, D.C. 20002
(202) 698-5160
(202) 698-4809 (fax)
ruby.washington@dc.gov

B. Wil J. Parker
V.O.T.E.E. Program Manager
Court Services and Offender Supervision Agency
For the District of Columbia
633 Indiana Avenue, N.W., 13th Floor
Washington, D.C. 20004
(202) 220-5309
(202) 220-5316 (fax)
wil.parker@csosa.gov

McKinley Rush
Deputy Associate Director, Community Supervision Services
Court Services and Offender Supervision Services
for the District of Columbia
300 Indiana Avenue, NW
Washington, D.C. 20004
(202) 585-7753
(202) 585-7332 (fax)
mckinley.rush@csosa.gov

C. Spurgeon Kennedy
Director, Court Services Division
Pretrial Services Agency for the District of Columbia
633 Indiana Avenue, N.W.
Washington, D.C. 20004
(202) 220-5654
(202) 220-5618
spurgeon.kennedy@csosa.gov

IX. MODIFICATON (S) AND TERMINATION

Any request to modify and/or terminate either the terms of this MOU or the MOU in its entirety must be submitted to:

Ruby Washington
Office of Contract Management
Department of Employment Services
609 H Street, N.W.,
Washington, D.C. 20002
(202) 698-5860
(202) 698- 4809 (fax)
ruby.washington@dc.gov

Upon the review and approval by the parties, DOES will execute the requested modification or termination. DOES and CSOSA/PSA have the right to terminate or modify this agreement based on the non-performance of the other party to this agreement, upon 30 day written notification.


X. DURATION OF MOU

The term of this MOU is from January 1, 2003 – September 30, 2003, unless terminated pursuant to Section V above. The parties will review this agreement on July 1, 2003 and assess the effectiveness of the WDOP. On September 1, 2003, the parties will again review this MOU and assess the results of the WDOP in light of the stated goals contained herein. The parties to the DOES MOU Revised December 20, 2002

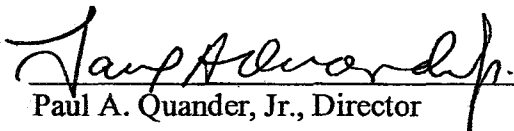
MOU may extend the term of this MOU for an additional six (6) months from the date of expiration if the assessment of the WDOP is favorable and the parties memorialize their commitment to extend the MOU.

X1. ACCEPTANCE

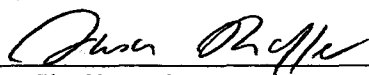
The above provisions are agreed to by the parties listed below:



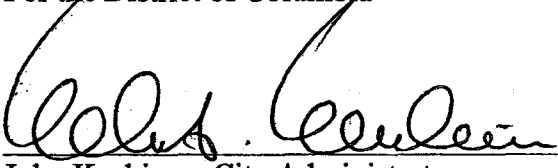
MAY 01 2003
Date
Gregory P. Irish, Director
D.C. Department of Employment Services



4-29-03
Date
Paul A. Quander, Jr., Director
Court Services and Offender Supervision Agency
For the District of Columbia



4-28-03
Date
Susan Shaffer, Director
Pretrial Services Agency
For the District of Columbia



4.24.03
Date
John Koskinen, City Administrator

Revised 4/15/03