

System-Wide Umbrella Agreement

MEMORANDUM OF UNDERSTANDING

between

The River Valley Workforce Investment Board

and

Illinois workNet System Partners

I. PARTIES TO MOU

<i>Clearly identify the authorized representative of each required partner and each optional (or locally determined) partner who should negotiate and sign the MOU.</i>

Agency	Program Area	Authorized Signatory
Kane County Dept. of Employment and Education	TitlebAdult/Dislocated Youth Trade Adjustment Act/NAFTA	Karen McConnaughay Sheila McCraven
Elgin Community College	Adult Ed Perkins	David A. Sam
Kishwaukee Community College	Adult Ed Perkins	Thomas Choice
Waubensee Community College	Adult Ed Perkins	Dr. William Marzano
Illinois Dept of Employment Security	Veterans Employment Service Unemployment Insurance Employment and Training	Calvin L. Giles
Dept of Human Services-Office of Rehabilitation Services	Vocational Rehabilitation	Andre Howard (No. Aurora, DeKalb and Elgin)
Central States SER-Jobs for Progress, Inc.	Title V (older Americans Act)	Rachel McDonald Romo
Dept. of Human Services-Division of Human Capital Development	TANF Employment and Training Food Stamp	Vilma Torres Sue Christianson or Susan Schwab
Northeastern Illinois Area Agency on Aging	Title V (Older Americans Act)	Cheryl Lockwood Lucia West Jones
Elgin Housing Authority	HUD	Eunice Lawshea
Migrant and Seasonal Farm worker Program	Illinois Migrant Council	Eloy Salazar
School District U-46	Adult Education	Morris Mallory
YWCA of Elgin	Adult Education	Julia McClendon
Ben Gordon	Volunteer	Michael Flora
DeKalb County Community Services	Community Services Block Grant	Mary Ramp
Two Rivers Head Start	Community Services Block Grant	Jane Whitaker or Diane Lacey
Kendall County Health Department	Community Services Block Grant	Cheryl Johnson
Experience Works	Community Services Block Grant	Phillis Peach
DeKalb Housing Authority	HUD	Brett Brown Michelle (Shelly) Perkins
River Valley WIB	LWIA 5	Lisa Dussault, Chair
II. PURPOSE AND SCOPE OF MOU		

Describe the general scope and purpose of the umbrella MOU and its partner-specific or center-specific agreements (if applicable).

I. PURPOSE AND SCOPE OF THE MOU

A. Statement of Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish the Illinois One Stop System for Kane, DeKalb and Kendall Counties and to identify the roles, responsibilities and privileges of each member organization of the One Stop Partnership. This agreement is intended to accomplish the following objectives:

- To set forth the vision of the local One Stop System;
- To identify the core, intensive and training services that will be accessible through the local One Stop System;
- To identify the manner in which the Partners will cooperate with one another to achieve the common objective of serving local employers and job seekers in an efficient, responsive and seamless manner;
- To outline the general principles for sharing costs pertaining to the delivery of services throughout the workforce area;
- To establish the processes by which referrals will be made among the One Stop partners;
- To identify the accountability provisions required for the effective operation of the One Stop System;
- To describe the process by which Partners will resolve disputes; and,
- To identify the manner in which this agreement may be amended in the future to include new partners, expand existing services and facilities and to serve customers more effectively.

Definitions The purpose of this Memorandum of Understanding (MOU) is to establish the Illinois One Stop System for Kane, DeKalb and Kendall Counties and to identify the roles, responsibilities and privileges of each member organization of the One Stop Partnership. This agreement is intended to accomplish the following objectives:

- B. To set forth the vision of the local One Stop System;
- C. To identify the core, intensive and training services that will be accessible through the local One Stop System;
- D. To identify the manner in which the Partners will cooperate with one another to achieve the common objective of serving local employers and job seekers in an efficient, responsive and seamless manner;
- E. To outline the general principles for sharing costs pertaining to the delivery of services throughout the workforce area;
- F. To establish the processes by which referrals will be made among the One Stop partners;
- G. To identify the accountability provisions required for the effective operation of the One Stop System;
- H. To describe the process by which Partners will resolve disputes; and,
- I. To identify the manner in which this agreement may be amended in the future to include new partners, expand existing services and facilities and to serve customers more effectively.

For the purpose of this MOU, the following definitions apply:

- “Board” refers to the River Valley Workforce Investment Board.
- “Chief Elected Official” refers to the Chairman of the Kane County Board.
- “IWIB” refers to the Illinois Workforce Investment Board.
- “One Stop Center” refers to Illinois workNet Centers.
- “One Stop System” refers to the network of comprehensive and affiliate centers located in Kane, DeKalb and Kendall Counties and the Partners, programs and services represented in the MOU.
- “Operator(s)” refers to the One Stop Center Operator(s).
- “Partner/Partners” refers to the organizations and their affiliated programs and services identified in Attachment (A) of this document.
- “WIA” refers to the Workforce Investment Act of 1998, P.L. 105-220, as codified at 29 USC ss. 2801 et. seq.
- “Workforce area” refers to Illinois Workforce Investment Area 5, consisting of Kane, DeKalb and Kendall Counties.
- “Customers” refers to employers and job seekers, and career explorers.

III. VISION FOR THE SYSTEM

1) Describe the vision for Illinois workNet™ in the local workforce investment area; 2) Outline the goals and principles that the partners agree will guide the system; identify the location of the comprehensive center(s) (at least one must exist in the local area) and any affiliate sites using DCEO/MOU Form #002 Service Center List; 3) Indicate the local partners present and how their services are provided for each comprehensive and affiliate site in the local area using DCEO/MOU Form #003 Service Matrix Partner Review; and 4) Include general timelines for implementing any significant aspects of the vision which will not be in place at the time the MOU is signed.

A. Vision Statement

The vision of the One Stop System for Kane, DeKalb and Kendall Counties is to develop

an integrated workforce development network providing employers and job seekers

with information, education, training and employment services that meet the needs of both the individual and the community. The development and implementation of a successful One Stop System requires the mutual trust and cooperation of all Partners acting as a team and in good faith.

B. Guiding Principles

The Partners agree that the guiding principles of the local One Stop System are:

- To offer a comprehensive array of services that are responsive to the individual

needs of local customers (employers and job seekers).

- To maximize the availability of resources available through each Partner for the

benefit of the customer.

- To make all services accessible to all individuals, both physically and

programmatically.

- To encourage and support customer choice to the extent possible and appropriate.

- To reduce duplication through the integration of services.

- To provide the highest quality customer service possible.

- To engage in continuous improvement processes and activities to ensure the

ongoing quality of customer services.

C. Centers and Affiliates

The One Stop System for Kane, DeKalb and Kendall Counties will initially consist of the following service centers.

1. Comprehensive Centers

Comprehensive service centers providing the core services specified in section

134(d)(2) of the WIA, as well as access to other programs and activities carried out by

the One-Stop partners, are located in the following areas:

- DeKalb County – Illinois workNet Center located in DeKalb, Illinois
- Northern Kane County – Illinois workNet Center located in Elgin, Illinois
- Southern Kane and Kendall Counties – Illinois workNet Center located in North

Aurora, Illinois

2. Affiliate Centers

Affiliate centers providing one or more partners' programs, services and activities are

located in the following areas:

- DeKalb County – Affiliate center located on the campus of Kishwaukee College in

Malta, Illinois

- Southern Kane County – Affiliate centers located on the campus of Waubonsee

Community College in Sugar Grove, Illinois; at Fox Valley Project With Industry in

Aurora and Community Career Center located in Naperville, Illinois.

- Kendall County – Affiliate center located in Yorkville, Illinois

The criteria for affiliate centers has been identified as:

Costs, including equipment, installation and operation, is the responsibility of the organization providing oversight to the Affiliate Center.

Websites book marked at the Affiliate Center to include:

www.rivervalleywib.org

www.illinoskillsmatch.com

website with local economic development organization

website of the comprehensive one-stop center nearest to the Affiliate Center

Affiliate Center must provide a description of staff assistance available to customers of the Affiliate Center.

Affiliate Center must be included in customer satisfaction survey process of the one-

stop.

Affiliate Center must identify specific customer needs met at the Affiliate Center.

Affiliate Center must provide internet access and marketing materials for use at the one-stop and market one-stop services in return.

Affiliate Center representative must attend, at least, one partner meeting of a

comprehensive one-stop, with which the Affiliate Center chooses to be affiliated.

Sign a partnership agreement requesting status as Affiliate Center.

Review status of Affiliate Center Agreement annually from date signed.

The Partners agree to cooperate with the Board and the One-Stop Operators in completing all requirements necessary for designation of the One Stop comprehensive centers. Comprehensive and affiliate centers may be added, expanded or relocated by the Board in consultation with the One-Stop Operators as necessary to meet the needs of individuals and communities in the local workforce area.

IV. SERVICES

1) Identify the core services that will be provided through the local Illinois workNet delivery system and describe how they will be provided using DCEO/MOU Form #004 Summary of Non-Registered Core Services by Partner and DCEO/MOU Form #005 Summary of Registered Core Services by Partner; and 2) Identify the other services (non-core services, including intensive services and training) that will be made accessible through Illinois workNet and describe how they will be provided using DCEO/MOU Form #006 Summary of Intensive and Training Services by Partner. Provide narrative here and detail in the forms.

The parties acknowledge and agree that, at a minimum, the following services will be made available at each of the One Stop locations in the workforce area. The initial providers of these services are identified in this memorandum.

The One-Stop Operators will determine the coordination of referral activities for both core and non-core services. Signatory Partners agree to cooperate with the One-Stop Operators to facilitate this process. The Partners are developing mechanisms to track the number of referrals to and from the one stop center(s) and the partnering agencies, and those utilizing the One Stop Center. The date for implementation of the ARN System is January 2004. The Partners have also discussed and developed a variety of methods used to cross train partner staff in the services of each partner. One example is that the initial point of contact for each One Stop Center, whether

the resource room staff or the greeter, has been trained in the services available from each partner agency. These individuals then refer the customer to the appropriate co-located partner representative. This cross training also permits the One Stop staff to provide clients with the core services of non-located partners. In addition, brochures, pamphlets, forms, and other informational materials are available in the One Stop Center for each partner, whether co-located or non-co-located. For example, Elgin Community College has a campus across the street from the One Stop Center in Elgin. Materials about the college are available in the center.

A. Core Services

1. Determination of eligibility for assistance under WIA Title IB.
2. Outreach, intake and orientation to information and services available through the One-Stop System.
3. Initial assessment of skill levels, aptitudes, abilities and supportive service needs.
4. Job search skills, soft skills and placement assistance.
5. Provision of employment statistics information, including:
 - a. Job vacancy listings in local and regional labor market areas;
 - b. Information on job skills necessary to obtain listed jobs; and,
 - c. Information pertaining to local occupations in demand and the earnings and skill requirements for such occupations.
6. Provision of program performance information and program cost information pertaining to:
 - a. Eligible providers of WIA Title I training services;
 - b. Eligible providers of WIA Title I youth activities;
 - c. Providers of adult education services described in Title II;
 - d. Providers of post-secondary vocational education activities and vocational education activities available to school dropouts under the Carl D. Perkins Vocational and Applied Technology Education Act; and,
 - e. Providers of vocational rehabilitation program activities described in Title I of the Rehabilitation Act of 1973.
7. Provision of information regarding local performance measures.
8. Provision of information pertaining to the availability of supportive services in the local area and referral to such services, as appropriate.
9. Provision of information regarding the filing of claims for unemployment compensation.
10. Assistance in the establishment of eligibility for:
 - a. Programs of financial assistance for training and education programs available in the local area that are not funded through Title I of the WIA.
11. Follow-up services for participants in youth, adult and dislocated worker activities authorized under Title I of the WIA.

B. Intensive Services

1. Comprehensive and specialized assessments of skill levels and service needs of adults and dislocated workers, including:
 - a. Diagnostic testing and use of other assessment tools; and,
 - b. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
2. Development of an individual employment plan to identify the employment goals,

appropriate achievement objectives and appropriate combination of services for the participant to achieve the employment goals.

3. Group counseling.
4. Individual counseling and career planning.
5. Case management for participants seeking training services under Title I of the WIA.
6. Short-term prevocational services to prepare individuals for unsubsidized employment or training.

C. Training Services

1. Occupational skills training, including training for nontraditional employment.
2. On-the-job training.
3. Programs that combine workplace training with related instruction.
4. Training programs operated by the private sector.
5. Skill upgrading and retraining.
6. Entrepreneurial training.
7. Job readiness training.
8. Adult education and literacy activities provided in combination with training services described above.
9. Customized training conducted with a commitment by an employer to employ an individual upon successful completion of the training.

D. Employer Services

1. Job listings
2. Tax credit information
3. Customer screening
4. On-site interview opportunities
5. Labor market information
6. Job Fairs
7. Employee bonding
8. Information regarding employee training opportunities

E. Other Services

Additional services available through the One-Stop System Partners are identified in this memorandum.

The Partners agree to cooperate with the designated One-Stop Operator in developing and maintaining a seamless customer service strategy.

V. COSTS AND COST SHARING

1) Include, at a minimum, a statement that each partner will contribute a proportional share of costs to support the services and operations of the local Illinois workNet; 2) Identify the agreed upon method through which partners will determine proportionate responsibility for local Illinois workNet costs; and 3) Identify the types of system costs toward which all partners agree to contribute (details on the level and nature of those contributions must be identified in a cost allocation spreadsheet which is required to be updated annually).

A. Definitions

The Partners acknowledge that the following cost definitions identified by the Illinois Workforce Investment Board shall apply to this memorandum.

1. Partner Program Costs

These are costs that are:

- Identified with a particular Partner;
- Incurred directly by a one-stop system Partner in the course of providing eligible services to eligible participants of the partner's own unique program;
- Of primary benefit to a single Partner's program and the participants in the program; or,
- The exclusive responsibility of a particular partner.

2. Shared Service Site Costs

These are costs that:

- Are necessary for the implementation, planning, development and operation of a specific comprehensive center or affiliated site;
- Result from the integration of services or functions among Partners at a specific comprehensive center or affiliated site;
- Cannot be solely identified with a particular Partner; or,
- Benefit, and are of acknowledged value to, two or more Partners participating at the comprehensive center or affiliated site.

3. Shared System Costs

These are costs that:

- Are not directly associated with the operation of a single comprehensive center;
- Support the initial implementation and ongoing planning, oversight and development of the entire local one-stop delivery system;
- Are incurred for the purpose of benefiting the local one-stop delivery system as a whole, including all Partners and service sites; or,
- Are shared by and negotiated among all Partners involved in the local one-stop system.

B. Identified Service Site and Shared System Costs

The following items are subject to fair share cost allocations among the Partners, to be determined on a proportionate basis:

1. Shared Service Site Costs*

- Occupancy costs including rent, utilities, janitorial services and other costs necessary to support physical structures;
- Use of common equipment, materials and supplies;

- Marketing initiatives benefiting two or more Partners;
- Costs associated with linking technology among partner programs at a service site;
- Costs associated with the operation of the Career Resource Center, including staff, information technology support, equipment, software, resources, supplies and other materials; and,
- Costs associated with the operation of other common areas.

* For purposes of this MOU, a shared service site cost applies only where two or more Partners are co-located at a single facility.

2. Shared System Costs

- Costs associated with measuring customer satisfaction;
- Costs associated with system-wide data gathering, data analysis, reporting and performance measurement;
- System-wide training costs; and,
- Costs associated with regional planning and coordination.

VI. REFERRALS

1) Identify the entities making and receiving referrals (at a minimum, the MOU must address referrals between the One-Stop operator(s) and each partner agency); and 2) If consistent across partners, identify the methods for making referrals and describe the general processes through which partners will track referrals once they are made. If not consistent across partners or sites, address these provisions in the center or partner agreements to the MOU.

The referral of customers who are in need of non-core services of partners that are not co-located at the comprehensive one-stop will be accomplished through the following devices:

- In person
- Telephone
- Referral cards and forms
- E-mail
- On-line services
- Other appropriate technical devices
- Agency Referral Network (ARN)

The One-Stop Operator will determine the coordination of referral activities. Signatory Partners agree to cooperate with the One-Stop Operator to facilitate this process. The Partners are developing mechanisms to track the number of referrals to and from the one stop center and the partnering agencies.

VII. DURATION OF AGREEMENT AND AMENDMENT PROCEDURES

1) Identify the effective date and expiration date of the umbrella MOU and its partner specific or center specific agreements (if applicable); and 2) Describe the procedures for amending the MOU (include the amount of notice a partner agency must provide to the other partners to make amendments, the procedures for informing other partners of the pending amendment, the circumstances under which the local partners agree the MOU must be amended, and the procedures for terminating the MOU or a specific partner's participation in the MOU).

A. Duration

This agreement will become effective on January 1, 2004 upon the signature of all authorized representatives and approved by the Chief Elected Official. This agreement will remain in effect until terminated by action of law or amended pursuant to the provisions of this section.

B. Amendment

This agreement may be modified at any time by the mutual consent of all signatory partners. All such modifications must be made in writing and signed by all signatory partners.

C. Partner Withdrawal from the MOU

Partners seeking to withdraw from their obligations under this agreement must comply with the following provisions:

1. Notice

Written notice must be made to all partner organizations at least 30 calendar days prior to the effective withdrawal date.

2. Determination of Partners

The Partner seeking to withdraw from this agreement must state its reasons for withdrawal at a Partners' meeting.

3. River Valley WIB

Partner recommendations for and objections to withdrawal of one Partner will be forwarded to the Committee of the River Valley WIB responsible for oversight of the One-Stop System (presently the Workforce Services Committee) and subject to Board review. The Workforce Services Committee will consider and act upon the request to withdraw. Where appropriate, the committee shall make a recommendation to the full Board in the form of an action item.

Should any partner withdraw from the MOU, its financial obligations for shared service site and shared system costs shall remain until such time that the MOU is modified. The Board and the remaining Partners will make a good faith effort to amend the cost provisions of the MOU to mitigate the financial obligations of the withdrawing Partner. Non-mandated Partner(s) may withdraw from the system subject to the terms of the locally negotiated MOU.

VIII. ONGOING SYSTEM DEVELOPMENT AND OPERATIONS

1) Describe the mechanisms through which the partners will continue to plan and develop Illinois workNet and address issues on an ongoing basis; 2) List the One-Stop operator entities and their contact information on DCEO/MOU Form #007 One-Stop Operator Agencies and Contact Information; 3) Describe the role and responsibilities of the One-Stop operator; and 4) Describe the documented procedures through which the partners agree to resolve disputes.

. One-Stop Operator

A consortium of two or more required Partners under the Workforce Investment Act will act as the One-Stop Operator designee in each comprehensive center. The consortium will consist of those Partners who are co-located in the One-Stop Center and participate in shared costs.

The One-Stop Operators will be responsible for the following functions:

- Developing and monitoring the process by which customers are registered and tracked;
- Managing the use of common meeting spaces in the one-stop center;
- Determining the appropriate practices and procedures necessary for the delivery of quality customer service through the Career Resource Center. This may include the approval of equipment and resource materials, the establishment of standards pertaining to the appearance and operation of the center, the management of customer complaints and the mutual support of staffing needs to meet customer demand;
- Overseeing the operations of reception and customer greeting functions;
- Conducting activities related to the marketing of the one-stop services to the community;
- Monitoring customer satisfaction of both job seekers and employers;
- Providing leadership and support necessary to ensure that the performance measures pertaining to Title I of the WIA are met; and,
- Preparing reports or other information requested by the Board.

The Operators are vested with the authority to determine the best methods for accomplishing the functions outlined above. Nothing in this agreement is intended to prohibit the Operators from identifying other roles and responsibilities required to ensure optimal customer service, provided that such responsibilities do not violate the law, public policy or agency regulations.

B. Dispute Resolution

Disputes arising out of any provision of this agreement will be resolved according to the provisions of the Appeal Process for Conflict Resolution developed by the IWIB.

C. Ongoing System Planning and Development Mechanisms

The Operators will, at a minimum, meet on a monthly basis with other partner agency representatives for the purpose of addressing areas of need or concern and to engage in ongoing system planning.

IX. ACCOUNTABILITY PROVISIONS (including data collection/reporting)

1) Identify the processes and point to which clients will be registered and tracked in the system; 2) Identify the obligations of all partners in tracking client information and outcomes and in sharing that information with other agencies (include any confidentiality provisions deemed appropriate); and 3) If possible and agreed to by the local partners, identify the core indicators of performance on which the partners agree the outcomes of the system will be monitored.

A. Customer Registration

The Parties agree that the One-Stop Operators are authorized to develop and evaluate the customer registration process.

B. Tracking of Customer Information and Outcomes

The Parties agree that the One-Stop Operators are authorized to develop and evaluate the processes required for tracking customer information and outcomes.

C. Core Indicators of Performance

The Parties acknowledge that the following core performance indicators provide the basis on which the outcomes of the One-Stop System will be evaluated.

- Adult Entered Employment Rate
- Adult Retention Rate
- Adult Earnings Change
- Adult Credential Rate
- Dislocated Worker Entered Employment Rate
- Dislocated Worker Retention Rate
- Dislocated Worker Earnings Replacement Rate
- Dislocated Worker Credential Rate
- Youth Skill Attainment Rate
- Youth Diploma and Equivalent Rate
- Youth Placement Rate
- Youth Entered Employment Rate
- Youth Retention Rate
- Youth Earnings Change
- Youth Credential Rate
- Client Customer Satisfaction Rate
- Employer Customer Satisfaction Rate

X. LOCALLY DETERMINED PROVISIONS

Determined locally (e.g., marketing activities, the participation of additional partners, etc)

XI. AUTHORITY AND SIGNATURES

Include a statement that those signing have authority to represent and sign on behalf of their program.

The undersigned parties acknowledge that they possess the authority to enter into this agreement on behalf of their respective organizations and that they will exercise due diligence and good faith in carrying out the principles and obligations stated herein.

The parties acknowledge that the execution of this agreement is subject to the agreement of the Chief Local Elected Official of the workforce investment area.

Hard copy should contain:

System-wide Umbrella Agreement Form

If umbrella, then signature pages are next.

If umbrella and center MOU, then center agreements and signatures are next.

If umbrella and partner MOU, then partner agreements and signatures are next.

Then:

Attachment 1-A-I - Center Listing

Attachment 1-A-II - Partner Listing

Attachment 1-A-III - Non-Registered Core Services by Partner

Attachment 1-A-IV - Registered Core Services by Partner

Attachment 1-A-V - Intensive and Training Services by Partner

Attachment 1-A-VI - One-Stop Operator Listing

Attachment - Cost Allocation Spreadsheets