

**MEMORANDUM OF UNDERSTANDING
SUPPORTING DOCUMENT**

SECTION OF MOU		REFERENCE	EXAMPLE LANGUAGE
Section I	Parties to MOU	Sec. 121(c)(1) Governor’s Guidelines, Section 1, Item 1(d)	<p>This Memorandum of Understanding (MOU) is made between the <u>NAME OF LOCAL WORKFORCE INNOVATION BOARD</u>, local Title IB partner on behalf of Title IB programs, including Trade Adjustment Act (TAA), Community Services Block Grant (CSBG), Illinois Department of Employment Security on behalf of the Division of Unemployment Insurance (UI), Wagner-Peyser, and Veterans Job Counseling Training and Placement, and Trade Readjustment Act (TRA), Department of Human Services (DHS) on behalf of the Division of Vocational Rehabilitation and Family and Community Resource Centers, Illinois Community College Board (ICCB) on behalf of Adult Education and Family Literacy and Perkins/Career and Technical Education, Illinois Department of Corrections (DOC) on behalf of the Second Chance program, Illinois Department on Aging (Aging) on behalf of the Senior Community Services Employment Program (SCSEP) and sets forth the “Partner’s” understanding and responsibilities to successfully deliver services pursuant to the Workforce Innovation and Opportunity Act (WIOA).</p> <p>NOTE: Include Migrant and Seasonal Farmworkers, National Farmworker Jobs Program, Housing and Urban Development, YouthBuild and Job Corps programs if applicable in your local area.</p>
Section II	Purpose and Scope		<p>A. General Scope This MOU describes the commitment of the partners to provide integrated delivery of federally-funded workforce services in <u>LOCAL WORKFORCE INNOVATION AREA NUMBER</u>, including services at the comprehensive one-stop centers identified in Section V of this MOU.</p> <p>B. Purpose The purpose of this MOU is to define the workforce services WIOA required partners will provide in <u>LOCAL WORKFORCE INNOVATION</u></p>

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			<p><u>AREA NUMBER</u>, the methods partners will use to provide these services and the roles and responsibilities of all partners related to service delivery. The <u>NAME OF LOCAL WORKFORCE INNOVATION BOARD</u> and partners enter into this agreement with the following general objectives:</p> <ol style="list-style-type: none"> 1. Implement the vision for the regional one-stop delivery system; 2. Determine the amount of contribution by each partner for infrastructure and shared system costs to support the regional one-stop delivery system; 3. Establish procedures and tracking methods for referrals between partners; 4. Provide assurance of physical and programmatic accessibility, specifically addressing adults, individuals with disabilities, dislocated workers, youth and individuals with barriers to employment; 5. Explain data sharing methods between partners at the local level to measure achievement of performance goals; 6. Describe the process by which disputes will be resolved; and identify the manner in which this agreement may be amended, modified and renewed.
Section III	Vision for the System	Governor's Guidelines, Section 1, Item I(b)	This MOU supports the vision to ensure collaboration among education, workforce, economic development and required partners as they provide program participants the ability to move along their chosen career pathway, leading to high paying jobs in growing sectors of the economy that offer long-term opportunities for stable employment and ultimately assist businesses in Illinois to be competitive in a global economy.
Section IV	MOU Development	Governor's Guidelines, Section 1, Item 11	For purposes of this MOU, each party expressly agrees to participate in good faith negotiations to reach a consensus. All partners will use the prescribed process in the Governor's Guidelines to achieve integration of program and service goals of WIOA. Active involvement and equal opportunity to provide input by all core and required partners was demonstrated in the MOU negotiation process and is reflected in the MOU.
			Results of this MOU negotiation will be reported to the Office of the Governor through Appendix Item 9 of the Governor's Guidelines.

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Section V	Description of Comprehensive One-Stop Services	Sec. 121(c)(2)(i) §678.500(b)(1) Governor's Guidelines, Section 1, Item 2	The service matrices included in the Governor's Guidelines (Appendix Item 3 and 4) were used as a starting point for development of a local service matrix which is attached to and incorporated into this MOU.
Section VI	Procurement of One-Stop Operator	Governor's Guidelines, Section 1, Item 5	<p>The <u>NAME OF LOCAL WORKFORCE INNOVATION BOARD</u> has procured <u>NAME OF ONE-STOP OPERATOR</u> to act as the One-Stop Operator for <u>NAME OF LOCAL AREA</u>. In this role, <u>NAME OF ONE-STOP OPERATOR</u> will perform the following functions:</p> <p>A one-stop operator may not perform the following functions: convene system stakeholders to assist in the development of the local plan; prepare and submit local plans; be responsible for oversight of itself; manage or significantly participate in the competitive selection process for one-stop operators; select or terminate one-stop operators, career services, and youth providers; negotiate local performance accountability measures; and develop and submit budget for activities of the Local Board in the local area.</p>
Section VII	Name and Location of Comprehensive One-Stop Center(s)	Governor's Guidelines, Section 1, Item 5	<p>This MOU covers service delivery and related costs associated with the following comprehensive one-stop center(s):</p> <p><u>NAME OF LOCAL COMPREHENSIVE ONE-STOP CENTER(S), AFFILIATED CITIES</u> and <u>ADDRESS(ES)</u></p>

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Section VIII	Costs and Cost Sharing of Services	Sec. 121(c)(2)(ii) §678.755 and §678.760 Governor's Guidelines Section 1, Item 1(c), 7, 8, and 16	<p>The partners agree to share proportionately in the costs of the local one stop delivery system. These costs include shared system costs for service delivery and infrastructure costs associated with the comprehensive one-stop center(s) identified in Section VII.</p> <p>Shared System Costs are non-infrastructure costs to which required program partners must contribute. These shared costs may include the cost of shared services authorized for an individual participant, such as intake and assessment costs, as well as shared costs of local board functions. In-kind contributions to shared system costs are permissible.</p> <p>Infrastructure Costs are non-personnel costs that are necessary for the general operation of a comprehensive one-stop center, including the rental costs of facilities, the costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities) and technology to facilitate access to the one-stop center, including the centers planning and outreach activities.</p> <p>Per the Governor's Guidelines, local comprehensive one-stop center infrastructure costs and local one-stop delivery system costs to be shared among all required partners are defined in the Standard Budget Format for Shared Costs (Appendix Item 6 of the Governor's Guidelines).</p> <p>The allocation of costs among required partners was based on the following method (select one):</p> <p><input type="checkbox"/> Full-time equivalents as encouraged by the Governor's Guidelines</p> <p><input type="checkbox"/> Other allowable basis for cost allocation. Describe:</p>

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			In the case of a dispute, all partners agree to comply with the Illinois Workforce Innovation Board's (IWIB) Conflict Resolution Procedure for Memoranda of Understanding ¹ to resolve their differences. However, nothing in this Article or MOU shall require the partners to submit a thirty (30) day cancellation of this entire MOU to conflict resolution or binding arbitration. The <u>NAME OF LOCAL WORKFORCE INNOVATION BOARD</u> and all partners shall adhere to the following conflict resolution process for disputes arising out of any provision of this MOU.
Section IX	Referral Process	Sec. 121 (c)(2)(iii) Governor's Guidelines, Section 1, Item 2, §678.500(b)(3)	<p>The primary principle of the referral system is to provide integrated and seamless delivery of services to both job seekers and employers.</p> <ol style="list-style-type: none"> 1. The partners agree to familiarize themselves with the requirements for participation in each of the required partners programs. 2. To the extent possible, the partners agree to develop materials summarizing their program requirements and to make this accessible to all partners in the comprehensive one-stop center. 3. To the extent possible, the partners agree to develop and utilize common intake forms. 4. The partners agree to refer clients eligible for each other's services to one another for services. 5. The partners agree to evaluate ways to improve the referral process, including the use of customer satisfaction surveys. 6. The partners commit to robust and ongoing communication required for an effective referral process. 7. The partners commit to actively follow up on the results of referrals and to assure that resources of the partners are being leveraged at an optimal level.
Section X	Physical Accessibility	Sec. 121 (c)(2)(iv) §678.500(b)(4)	The comprehensive one-stop center will maintain a culture of inclusiveness in compliance with Section 188 of WIOA, the Americans with Disabilities Act (ADA) of 1990 and all other applicable statutory and regulatory requirements.

¹ The State's Conflict Resolution Procedure for Memorandum of Understanding Impasse is outlined in the June 26, 2000 memorandum (GOV-009).

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			Additionally, the physical characteristics of the facility, both indoor and outdoor, meet compliance with 29 CFR Part 37, the 2010 or most recent ADA standards for Accessible Design and the Uniform Federal Accessibility Standards. Services will be available in a convenient, high traffic and accessible location taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an “equal and meaningful” manner providing access for individuals with disabilities.
Section XI	Programmatic Accessibility	Sec. 121 (c)(2)(iv) §678.500(b)(4)	<p>All partners agree that they will not discriminate in their employment practices or services on the basis of gender, age, race, color, creed, religion, national origin, disability or veteran’s status, or on the basis of any other classification protected under state or federal law. The partners assure that they have in place policies and procedures to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. The partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues and they are unaware of any claims currently pending against them before any court or administrative body relative to alleged violations of such laws.</p> <p>All partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all comprehensive one-stop center, programs, services, technology and materials are accessible and available to all. These services will be provided “on demand” and in “real time” in the physical comprehensive one-stop center in person or via technology consistent with the “direct linkage” requirement as defined in WIOA (WIOA Section 121(b)(1)(A) and Section 678.305(d) of the draft Notice of Proposed Rulemaking). Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style and intelligence or education level. An interpreter will be provided “in real time” to any customer with a language barrier. Additionally, assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices will be available.</p>

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Section XII	Amendment Procedures	<p data-bbox="989 269 2032 375">This MOU may be amended upon mutual agreement of the parties that is consistent with federal, state, or local laws, regulations, rules, plans or policies or for one or more of the following reasons:</p> <ol data-bbox="1041 383 2032 740" style="list-style-type: none"> 1. The addition or removal of a partner from this MOU. 2. Removal or addition of program responsibilities for any partner that administers more than one federal program. 3. A change in the one-stop operator or a change in the physical location of the comprehensive one-stop center. 4. A change in the services, service delivery methods currently utilized, referral methods, or methods to allocate costs. 5. The need to renegotiate a partner's proportionate share of costs based on changes in the method of service delivery or program or funding changes that affect a partner's continued ability to meet its shared cost obligations. <p data-bbox="989 781 1163 813">EXAMPLE:</p> <p data-bbox="989 821 1654 854">All amendments will involve the following process:</p> <ol data-bbox="989 862 2032 1122" style="list-style-type: none"> 1. The Parties seeking an amendment will submit a written request to the <u>NAME OF LOCAL WORKFORCE INNOVATION BOARD</u> that includes: <ul data-bbox="1041 935 1919 1122" style="list-style-type: none"> • The requesting party's name. • The reason(s) for the amendment request. • Each Article and Section of this MOU that will require revision. • The desired date for the amendment to be effective. • The signature of the requesting party's authorized representative. <p data-bbox="989 1162 2032 1406">If the request is approved, the <u>NAME OF LOCAL WORKFORCE INNOVATION BOARD</u> will notify the remaining parties of the intent to amend and will provide each remaining party thirty (30) days from the date of the notice (unless another time frame is specified in the notice) to review the anticipated changes and to submit a response to the <u>LOCAL WORKFORCE INNOVATION BOARD</u>. Failure by a party to respond within the prescribed timeframe will be deemed that party's approval of the proposed changes.</p>

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			<p>In the event that a remaining party has questions and/or concerns regarding the proposed amendment, the party must list its questions and/or concerns in writing and submit the list to <u>NAME OF LOCAL WORKFORCE INNOVATION BOARD</u> within the specified timeframe.</p> <p><u>NAME OF LOCAL WORKFORCE INNOVATION BOARD</u> will review the listed questions/concerns and will issue a response within fifteen (15) days of receipt of the list. If <u>NAME OF LOCAL WORKFORCE INNOVATION BOARD</u> deems it necessary, the listed questions/concerns will be sent to all other parties and/or a meeting with all parties will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.</p> <p>The final, approved amendment draft will be signed by authorized representatives of the affected partners, then submitted to <u>NAME OF LOCAL WORKFORCE INNOVATION BOARD</u> for the final signature. <u>NAME OF LOCAL WORKFORCE INNOVATION BOARD</u> will distribute copies of the fully executed amendment to all Parties.</p>
Section XIII	Data Sharing	Governor’s Guidelines, Section I, Item 6	<p>Partners agree to a data sharing agreement that allows each program to comply with the federal laws governing it and that will be used to improve mutual referrals and communication.</p> <p>Partners agree to comply with federal and state laws governing protection of personally identifiable information.</p>
Section XIV	Renewal Provisions	Sec. 121(c)(2)(v) Governor’s Guidelines, Section 1, Item 12 §678.500(b)(6)	<p>Within X (X) days prior to the end date of this MOU, the partners shall review the MOU and negotiate any needed changes to the provisions herein. The partners shall collaboratively evaluate the effectiveness of operations pursuant to this MOU, make any necessary modifications and renew the MOU for a term to be determined at the time of renewal.</p>

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Section XV	Additional Local Provisions	Sec. 121(c)(2)(B) §678.500(c)	NOTE: Adding additional requirements is a joint decision. All questions should be directed to state level support.
Section XVI	Additional Partners	Sec. 121(b)(2)	
Section XVII	Duration of Agreement	Sec. 121(c)(2)(v) Governor's Guidelines, Section 1, Item 12	The partners' performance under this MOU shall commence on July 1, 2016, and shall terminate on June 30, 2019, unless previously terminated by one of the partners pursuant to the terms of Section XII .
Section XVIII	Authority and Signatures	§678.500(d) Governor's Guidelines, Section 1, Item 9	The MOU template contains the names of core and required partners who are required to sign the MOU.
Section XIX	Attachments		
Section XX	Required Partner Signatures		