

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF DUPAGE, ILLINOIS AND
THE DUPAGE COUNTY REGIONAL OFFICE OF EDUCATION

WHEREAS, the DuPage County Regional Office of Education (hereinafter referred to as “ROE”) is duly organized and operating under the Illinois School Code, 105 ILCS et. al.; and

WHEREAS, ROE and Regional Superintendent is granted the authority to employ, with the approval of the DuPage County Board, such additional employees as are needed for the discharge of the duties of the office, 105 ILCS 5/3-15.6; and

WHEREAS, DuPage County provides medical, dental, vision, and life insurance benefits for all eligible County Employees; and

WHEREAS, as part of its duties under the Illinois School Code, the DuPage County Board authorizes the Regional Superintendent of Schools to employ such assistants as she needs for the discharge of her duties and fix the compensation thereof, which compensation shall be paid out of the County Treasury, 105 ILCS 5/4-6; and

WHEREAS, ROE currently has fifteen (15) full-time County-funded employees (Company 1000 Accounting Unit 5700) and forty-five (45) grant-funded employees (Company 1000 Accounting Unit 5701). The 45 grant-funded employees are funded by various state and federal grants applied for by ROE, are currently eligible for County benefits and within the insurance pool, but are currently not part of the headcount allocated by the County; and

WHEREAS, the County currently pays for all benefit costs and is reimbursed the monthly premiums by ROE for the 45 grant-funded employees. The 15 County-funded employees are included in the County budget and expensed through the County’s General Fund; and

WHEREAS, this Agreement is made in the exercise of the Parties’ rights and powers granted under Article VII, Section 10 of the Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 and all other rights and powers vested in the Parties by their respective governing statutes; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and the understandings of each party to the other, the parties do hereby mutually agree and promise as follows:

1. The foregoing recitals are incorporated as though fully set forth herein.
2. The 45 current grant-funded employees of ROE, and any mutually agreed upon future grant-funded employees, shall count towards the overall headcount for ROE. These 45 employees will fall under the General Fund 1000 Accounting Unit 5701 commonly called “ROE Funded Employees”. These employees will fall under the ROE’s separate Federal Employee Identification Number (FEIN).
3. The County shall provide County benefits currently offered to all County employees, to all eligible ROE employees, including optional benefits.

4. County shall provide payroll services and insurance coverage for all eligible ROE employees.
5. ROE shall retain its status as an authorized agent for Teachers Retirement System (“TRS”). The County will be the authorized agent for the Illinois Municipal Retirement Fund (“IMRF”) pension plan for ROE employees enrolled in IMRF.
6. ROE shall continue to follow County policies and procedures with respect to ROE personnel and shall retain its own policy and personnel manual. Said manual shall be updated to reflect this Memorandum.
7. That the state and federal grants awarded to ROE for purposes of employing the grant-funded employees will not need to be approved by County Board, unless for the limited necessary purpose for the headcount appropriation as designated by statute.
8. ROE shall continue to follow all of County’s finance and budget policies and procedures, including but not limited to, budgeting and employee headcount policies.
9. ROE shall reimburse the County for any implementation fee for the new payroll system, also known as Ceridian Dayforce payroll system. Payment shall be made payable to the County Treasury and shall be due within thirty (30) days of receipt of the invoice from the County. The fee shall be specific to the additional work needed to incorporate the TRS build out of the County’s payroll system. Once the Ceridian Dayforce payroll system is implemented, ROE shall reimburse the County for its share of the Managed Service Component. Payment shall be made payable to the County Treasury and shall be due within thirty (30) days of receipt of the invoice from the County.
10. Reimbursement and monthly reports will be required by ROE to the County and the County shall issue a monthly invoice to ROE to be paid.
11. ROE employees shall be covered for worker’s compensation insurance through the County’s current workers compensation provider. Any pending workers compensation matters of ROE’s shall be handled appropriately as deemed by ROE’s current workers’ compensation carrier and said pending cases, and any cases arising during the carrier’s policy period, shall remain and/or be the carrier’s responsibility under the terms of their policy . ROE and/or their worker’s compensation provider will remain responsible for all workers compensation matters prior to the signing of this agreement and as well as any matters arising during the policy period. ROE shall assist with facilitating the transfer of coverage from their current provider to the County’s provider. ROE will reimburse the County for any costs associated with workers' compensation cases regarding the 45 grant-funded employees and any future grant-funded employees.
12. ROE will pay the County to reimburse for any costs arising due to unemployment and/or any legal settlements made for employment-related matters related to the 45 grant-funded employees and any future grant-funded employees.
13. ROE’s current MissionSquare contract shall be merged with the County’s current contract so as to allow seamless transition for current ROE employees that are eligible and receive benefits through MissionSquare.

14. ROE shall provide a full accounting of all current positions and provide a budgeted amount that will be appropriated to the necessary budget line for the remainder of the FY24 budget. For all future years, the ROE must request these budget amounts during the normal budgeting cycle.
15. ROE shall be responsible for tracking the accrued benefits and time off of all ROE employees through the County's payroll system.
16. For ROE employees that are on a different pay schedule than the traditional County pay schedule, both parties shall come up with a mutually agreeable pay schedule that ensures compensation is dispersed appropriately.
17. For current and any future state and/or federal grants that ROE applies to, ROE shall continue to apply for funding in order to meet their operational needs. ROE shall remain the sole programmatic administrator of the state and federal grants ROE receives and shall be responsible for managing without any interference from the County.
18. This Memorandum of Understanding takes effect on the 14th of May, 2024. This Memorandum of Understanding shall continue in force until either party to the Memorandum notifies the other in writing of its intent to withdraw from the Memorandum. The notification should be made to either the Regional Superintendent of Schools or the DuPage County Board Chair. Upon notification, the Memorandum will end ninety (90) days later.
19. This Memorandum memorializes the mutual understanding of the parties and their respective responsibilities. Any amendment to this Memorandum must be in writing, agreed to and signed by both parties.

IN THE WITNESS WHEREOF, each party to this Memorandum has caused it to be executed on the date(s) indicated below.

COUNTY OF DUPAGE

BY: _____
DEBORAH A. CONROY, CHAIR
DUPAGE COUNTY BOARD

DATE: _____

DUPAGE COUNTY REGIONAL OFFICE OF EDUCATION

BY: _____
AMBER QUIRK,
REGIONAL SUPERINTENDENT OF SCHOOLS

DATE: _____