

**This Inter-municipal Service Agreement** made this [add] day of [add] 2021, establishes terms for the planning, design, delivery, and accountability for an integrated employment services system, between the Corporation of the County of Bruce ("Bruce"), the Corporation of the County of Grey ("Grey"), the Corporation of the County of Huron ("Huron"), and the Corporation of the City of Stratford ("Stratford"), which are collectively referred to as the "Consortium".

## **Recitals**

- A. The Consortium has been created in order to oversee the planning, design, and delivery of employment services in a way that is integrated, people-focused, cost-effective, and outcomes-driven within the Stratford-Bruce Peninsula Economic Region's service area (the "Service Area").
- B. Section 20(1) of the *Municipal Act, 2001*, permits a municipality to enter into agreements with one or more municipalities to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own municipal boundaries.
- C. Section 20(2) of the Act also permits a municipality to provide the matter outside of its municipal boundary, subject to an agreement with a municipality that has the power to provide the matter.
- D. The Consortium will align its work with Ontario's commitment to find new and innovative ways to deliver employment services while remaining responsible stewards of public resources.
- E. There is no new net-cost to any Member Municipality arising from its participation in the Consortium, however there may be costs associated with the development of the proposal through the competitive process. The Employment Service System Manager (SSM) agreement entered into with the Province of Ontario, should the Consortium become the successful applicant, will include operational and service delivery costs.
- F. The purpose of the Consortium is to provide system-wide integrated employment services in a timely, effective, and efficient manner which is responsive to the needs of each Member Municipality's service area and within the broader Service Area.
- G. The Consortium recognizes the importance of being client-focused and engaging stakeholders, including, and not limited to diverse job seekers and employers in attaining mutually beneficial outcomes aligned with provincial performance outcomes.
- H. The Consortium will provide strong public accountability and transparency, both locally and provincially.

- I. The Consortium will operate and govern itself in an equitable, co-operative, and collaborative manner based on consensus decision making, shared leadership and shared accountability.
- J. All business conducted by the Consortium will be compliant with relevant legislation including the *Accessibility for Ontarians with Disabilities Act, 2005*, the *Freedom of Information & Protection of Privacy Act, 1990*, the *Municipal Freedom of Information & Protection of Privacy Act, 1990*, and the *Municipal Act, 2001*. The Consortium will also require compliance with relevant legislation for any funded delivery partner.
- K. The Consortium believes in the importance of having a mechanism for decision making to guide the planning, design, and delivery process, particularly when there are multiple options for consideration. As described in the terms of reference, a consensus model, which provides members an opportunity to identify their level of agreement, is the preferred approach. Members will have an opportunity to increase their level of agreement through additional discussions including recommendations or modifications to the decision, ensuring the consortium can move forward with consensus. Refer to Appendix A for an overview of the consensus model that will be used.
- L. The Consortium recognizes the importance of finding and enacting local solutions to local issues including the need to differentiate between urban and rural service delivery in order to support effective system-wide service delivery.
- M. This agreement has been authorized by authorized signing officers from each Member Municipality.

**In consideration** of the mutual terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each Member Municipality, the Member Municipalities covenant and agree with each other as follows:

## 1. Definitions

In this agreement:

**Bruce County** – means the Corporation of the County of Bruce. This is the Lead Municipality for this Consortium.

**Business Plan** – means an annual process between the Consortium and Ontario which sets priorities, establishes funding and targets, and ensures that outcomes are met. This plan would be developed following the SSM selection process if the Consortium is selected to become the SSM.

**Chairperson** – means one of the Lead’s Consortium members who shall initially serve for a 3-year term commencing on the date the Provincial Agreement is fully executed.

**City of Stratford** – means the Corporation of the City of Stratford.

**Consortium Member** – means an Eligible Person identified to serve on the Consortium.

**Eligible Person** – means a staff member employed by a Member Municipality with the requisite skills, knowledge, and experience.

**Employment Services Lead Manager** – means the manager who provides overall management, coordination, and support for Consortium activities.

**Employment Services Implementation Team** – means senior municipal staff/managers assigned duties to support the work of the Consortium.

**Executive Steering Committee (“ESC”)** – means the Committee that provides strategic leadership to guide employment services system management across the service area

**Funds** – means the annual allocation of dollars received by the Consortium from Ontario for the planning, design, delivery and accountability for an integrated employment services within the Service Area.

**Grey County** – means the Corporation of the County of Grey.

**Huron County** – means the Corporation of the County of Huron.

**Lead** – means the Member Municipality which is responsible for the corresponding agreement with the Province of Ontario concerning the subject matter of this agreement, and serves as the primarily liaison with the Province. The Lead Municipality for this Consortium is the Corporation of the County of Bruce.

**Member Municipality** – means any one of: the County of Bruce, County of Grey, County of Huron, City of Stratford.

**Ontario** – means Her Majesty the Queen in the right of the Province of Ontario, as represented by the Ministry of Labour, Training, and Skills Development.

**Operating Statements** – means a statement, including a financial statement from a Service Provider stating how the funds received were spent and which services were provided in return.

**Personal Information** – means recorded information about an identifiable individual or that may identify an individual.

**Provincial Agreement** – means the agreement between the Lead and Ontario which outlines the terms and required conditions for the Service System Management and the

transfer of funds to the Lead.

**Regional Advisory Committee** – means an advisory committee to the Consortium.

**Service Area** – means the geographic boundaries of the Stratford-Bruce Peninsula Service System Manager Catchment Area which coincides with the Stratford-Bruce Peninsula census economic region.

**Service Plan** – means the overall strategic priority guiding document which identifies the system-wide needs, local labour market analysis, service delivery model and performance management framework for the Service Area. This plan would be developed following the SSM selection process if the Consortium is selected to become the SSM.

**Service Provider** – means a legal entity which provides employment services under contract to the Lead.

**Service System Manager** – means the Consortium, which is accountable to either deliver or create funding arrangements with organizations to do local employment service planning, coordination and delivery of services and programs.

**Transition Period** – means the period between the end of the Consortium's planning period and the commencement of the Consortium's operational period.

**Treasurer** – means the Treasurer employed by the Lead.

**Vice Chairperson** – means the person elected by the Consortium Members to act in the absence of the Chairperson.

**Voting Member** – means one Consortium Member from each Member Municipality.

## **2. Term**

- 2.1. This agreement shall come into effect on the date it is signed by the last Member Municipality. In addition, provided Ontario selects the Consortium to be the Service System Manager, the Term will be coincidental with the term of the Provincial Agreement and shall continue until the termination of the agreement between the Lead and Ontario.
- 2.2. The Term of the Provincial Agreement between the Lead and Ontario is anticipated to be 3 years, with two additional 1-year extension options.
- 2.3. Each Service Provider agreement administered by the Lead will contain language permitting a successor or assign to assume contractual obligations.
- 2.4. If the Provincial Agreement contains provisions for winding down the Consortium, those provisions are hereby incorporated into this Agreement.

- 2.5. If Ontario does not select the Consortium to be the Service System Manager, then this agreement shall end on the date the Lead receives Ontario's notice of same.

### **3. The Member Municipalities' Role**

- 3.1 The Member Municipalities hereby establish the Consortium which shall be responsible for:

- a. Planning and evaluating of services and administering the distribution of funds related to those services in conformity with the Consortium's Service Plan and the Provincial Agreement; and
- b. allocating appropriate funds to each Member Municipality for its reasonable administrative costs as determined and agreed upon by the Consortium.

- 3.2 Each Member Municipality is responsible for:

- a. Providing staff delegated authority to take all steps and actions as per parameters of the Provincial Agreement for employment service system management, including distributing the Funds, as are necessary or advisable to carry out and fulfil its responsibilities and functions. The steps and actions shall include:
  - i. authorizing the Lead to contract for the delivery of employment services and such other services as required to fulfill the Business Plan;
  - ii. preparing an annual budget and Business Plan for the ensuing year and submitting the budget and plan to each Member Municipality's council for information on or before December 31<sup>st</sup> each year, unless the Provincial Agreement requires a different date;
  - iii. adhering to provincial reporting requirements and all applicable laws and regulations;
  - iv. ensuring that expenditures remain within its approved budget and not making any expenditures in excess of its approved budget;
  - v. funding the Consortium's administrative costs, as defined in the Provincial program rules and regulations, by means recommended from time to time by the Consortium, based upon the Business Plan, the accompanying budget and the requirements of the Provincial Agreement;
  - vi. appointing members to the Regional Advisory Committee, in accordance with each member municipalities' policies and guidelines;
  - vii. providing direction to the lead member Treasurer by way of written resolution passed by a majority of the Voting Members; and

- b. arranging for and maintaining all liability and other necessary insurance to protect and indemnify itself from all claims which may reasonably arise if not otherwise provided for its existing policies of insurance, in accordance with the Provincial Agreement.
  - c. reporting to its council on the Consortium's activities, on a regular basis, as required;
  - d. actively participating and supporting the Consortium and its related activities;
  - e. obtaining a resolution from respective municipal councils that will appoint the required number of Eligible Persons to the Consortium;
  - f. ensuring adherence to all applicable laws, including but not limited to, Ontario's conditions as contained in the Provincial Agreement; and
  - g. paying remuneration, including any mileage expenses, per diem payments or reimbursements for out-of-pocket expense, for its Consortium Member in accordance with its policies and as agreed to by member municipalities.
- 3.3 Where a Consortium Member ceases to be a Consortium Member before the expiration of their term, the Member Municipality that appointed that person shall appoint an Eligible Person to act as a Consortium Member for the remainder of that departing Consortium Member's term in the same capacity as the departed person.
- 3.4 Notwithstanding anything else in this agreement, any express or implied reference to a Member Municipality providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of that Member Municipality whether at the time of entering into this agreement or at any time during the Term, is void and of no legal effect.

#### 4. **The Lead's Role**

##### 4.1 The Lead shall:

- a. enter into and administer the Provincial Agreement;
- b. enter into and administer contracts with each Service Provider, after the Consortium has approved the content of same, including identifying the Service Provider and the funding allocation; and
- c. administer the Funds for the Consortium and distribute same in accordance with the Consortium's written direction;
- d. ensure that its Treasurer:

- i. conduct financial reporting including forecasts, statements of revenues and expenditures, assets and liabilities, as well as annual audited financial statements in accordance with best practices, and keep all such records at its municipal office (records shall be made available to each Member Municipality's council upon the request of such council).
- ii. maintain accounts at such financial institutions as it shall from time to time decide, into which all moneys received by the Consortium shall be deposited and from which all withdrawals shall be made; and
- iii. receive Operating Statements and reports on a quarterly basis from each Service Provider, or more frequently if desired by Ontario or the Consortium; and submitting the required documentation to Ontario on behalf of the Consortium.

## **5. The Consortium's Role and Structure**

### **5.1 The Consortium will:**

- a. prepare and submit a proposal to become the Service System Manager; and
- b. ensure that it complies with the obligations and requirements contained in the Provincial Agreement, including sharing in the planning, design, and delivery for the Service Area and developing an annual Business Plan and budget.

5.2 The Consortium shall mitigate the financial risk to Member Municipalities through strategic budgeting that addresses Ontario's performance-based funding formula.

5.3 The Consortium Chairperson shall be one of the Consortium members who shall initially serve for a 3-year term commencing on the date the Provincial Agreement is fully executed; if Ontario exercises its option to extend the term of the Provincial Agreement, the Consortium may select from amongst the Consortium Members a different chairperson who shall serve a renewable 1-year term.

5.4 The Consortium Members shall elect from among themselves a vice-chairperson who shall serve for the same term as the Chairperson. The position of Vice Chairperson in a given year shall be occupied by a Consortium Member other than from the Member Municipality who has a person serving as the Chairperson.

5.5 The Consortium shall establish a regular schedule of meetings and designate a regular meeting place taking into consideration geography and alternative methods of meeting such as teleconference or video conference.

5.6 The Consortium may, in its discretion, invite members of the public to attend its meetings.

- 5.7 The Consortium shall keep minutes of its meetings, which shall be circulated in a timely manner to: (i) all Consortium Members (ii) members of the respective municipal councils as needed and (iii) any other parties who are, from time to time, designated by the Consortium to receive such minutes.
- 5.8 Each Member Municipality will, in good faith, endeavour to achieve consensus with the other Member Municipalities respecting all matters coming before the Consortium for approval or consideration. In the event consensus cannot be reached:
- i. Each Member Municipality will have one vote and each matter shall be decided by a majority vote of the Consortium.
  - ii. In the event of a tie vote, the matter shall be escalated to the Member Municipalities' CAOs.
  - iii. The Member Municipalities' CAOs will, by teleconference or in person, meet to consider the matter in consultation with an equal number of Consortium Members from two Member Municipalities that voted in opposition to each other on the matter in question.
  - iv. After considering the Consortium Members' submissions, the Member Municipalities' CAOs will, in good faith, endeavour to achieve consensus respecting the matter failing which the matter will be decided by a majority vote of the Member Municipalities' CAOs.
  - v. In the event of a tie vote, the Lead shall cast a deciding vote.
- 5.9 If a majority of the Voting Members of the Consortium attend a Consortium meeting, then there is a quorum for that Consortium meeting.
- 5.10 The Consortium may, in its discretion, create committees and appoint members to the same which may include persons who are not employees of any Member Municipality.
- 5.11 The Consortium will review this agreement annually and, commencing in 2022, have a designate of the Consortium report to a regularly scheduled meeting of each Member Municipality's council before the end of each calendar year on its activities for that year and its proposed activities for the following year.
- 5.12 The Consortium will approve an annual budget that will include compensation for support services, including those provided by the Treasurer and the Employment Services Lead Manager.
- 5.13 The Consortium, because it is not a legal entity, has no authority to enter into contracts on behalf of itself or on behalf of one or more Member Municipality.



## **6. Employment Services Lead Manager**

6.1 An Employment Services Lead Manager will be employed by the Lead municipality (Bruce County). This individual will provide overall coordination and support for Consortium activities, including, but not limited to, the following:

- a) Communication with Consortium members and community partners.
- b) Development of public website, communication, and social media content.
- c) Overall project management and coordination.
- d) Coordination and oversight of service provider contracts held between service providers and the Lead municipality (Bruce County).
- e) Ensuring that key deliverables and reporting requirements are met.
- f) Coordination and support for Executive Steering Committee meetings.
- g) Coordination and support for Regional Advisory Committee meetings.
- h) Chairing Employment Services Implementation Team meetings.
- i) Participating in ministry-SSM committees (may involve other Consortium members as needed) and reporting back to Implementation Team, Steering Committee, and Regional Advisory Committee as needed.

## **7. Executive Steering Committee (“ESC”)**

7.1 The Executive Steering Committee will be chaired by the Consortium Chairperson and be guided by a Terms of Reference that will be reviewed annually.

7.2 Membership will consist of up to two Eligible Persons (Director-level) per Consortium Member (e.g., this may include one Director responsible for Human Services/Ontario Works and one Director responsible for Economic Development).

7.3 The Steering Committee will provide strategic leadership to guide employment services system management across the service area. This includes, but is not limited to, the following:

- a) Identifying key strategic priorities aligned with provincial direction.
- b) Receiving recommendations from the Regional Advisory Committee and the Employment Services Implementation Team for consideration and direction.
- c) Approval of the annual Business Plan and Budget, including allocation of funds to local Service Providers.

7.4 Matters of dispute, if they cannot be resolved through the Employment Services Implementation Team, will be brought to the ESC for consideration and resolution.

## **8. Employment Services Implementation Team**

8.1 The Employment Services Implementation Team will be chaired by the Employment Services Lead Manager and be guided by a Terms of Reference that will be reviewed annually.

- 8.2 This Implementation Team is comprised of senior staff/managers from each Consortium member. The work of this team, which may be delegated where appropriate to staff among Consortium members, includes, but is not limited, to:
- a) Development of annual Business Plan that identifies key priorities and activities based on strategic direction of Steering Committee, recommendations of the Regional Advisory Committee, and data analysis.
  - b) Implementing an Integrated Case Management (ICM) approach that involves ongoing information sharing, referrals, and service coordination with social assistance caseworkers for employment and life stabilization supports.
  - c) Identifying opportunities for training, team building, and collaboration within consortium member organizations and among service providers.
  - d) Collecting and analyzing regional economic and labour market information on an ongoing basis to inform service system planning.
  - e) Collecting and analyzing data related to Key performance indicators (KPIs) and trends, with the goal of improving client outcomes and service delivery system performance.
  - f) Reporting to the Steering Committee on a quarterly basis in relation to progress, challenges, issues, and opportunities.
  - g) Providing ad hoc reports and/or bringing specific issues forward to the Steering Committee as needed for consultation and direction.
  - h) Complying with ministry standards to integrate digital solutions into broader government digital platforms.
  - i) Implementing issue resolution procedures between Service Providers and the SSMs and Service Providers and clients, with quarterly reporting to the Steering Committee and the ministry. The Implementation Team will aim to resolve disputes first at this level before bringing to the Steering Committee.

8.3 Implementation Team members are non-voting participants in the Consortium.

8.4 Implementation Team members are appointed by the Consortium.

## **9. Regional Advisory Committee**

9.1 Regional Advisory Committee meetings will be chaired by a member of the Advisory Committee and guided by a Terms of Reference that will be reviewed annually. The Terms of Reference will state the term of membership, purpose, process, roles, responsibilities, and other relevant information deemed necessary.

9.2 The role of the Regional Advisory Committee is to provide input and advice on the transformation, planning, design, implementation, and evaluation of the integrated employment services system in the Service Area.

9.3 The Regional Advisory Group shall consist of the following:

- a) Steering Committee members (2 Directors) and the Employment Services Manager of the lead municipality (Bruce County).

- b) One senior staff/manager from each additional Member Municipality who is also a member of the Steering Committee or the Employment Services Implementation Team (to be determined by each municipality).
  - c) Up to 16 additional members representing individuals from diverse geographic locations and diverse groups, including, but not limited to: job-seekers, non-profit organizations, employment service providers, post-secondary institutions, boards of education, labour market planning board, representatives, and advocates from specialized groups (e.g., Indigenous peoples, Francophones, Persons with Disabilities, newcomers).
  - d) Other members may be added at the discretion of the Executive Steering Committee, in consultation with the Chair of the Regional Advisory Committee.
- 9.4 The Steering Committee will identify and appoint the members of the Regional Advisory Committee.
- 9.5 The Regional Advisory Committee will act in an advisory capacity in relation to:
- a) Annual Business Plan and budget allocations by the Consortium;
  - b) Strategic planning and priority setting;
  - c) Achieving the Consortium's objectives as established by Ontario;
  - d) Providing local information, analytics and stakeholder inputs into service delivery model refinements, improvements, and planning; and
  - e) System-wide performance outcomes to better inform the Consortium for improved client service and outcomes.
  - f) Other items as identified by Consortium members and/or the Regional Advisory Committee.

Notwithstanding the foregoing, those matters are under the control of the Consortium.

- 9.6 Engagement with additional groups or individuals, including members of the public (e.g., through surveys or town hall meetings), may take place at times.
- 9.7 The Regional Advisory Committee Council shall have no direct reporting relationship to any municipal council.

## **10. Amending Agreement**

- 10.1 Any changes to the agreement shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be binding on all the parties to this agreement.
- 10.2 It is recognized that due to new information that may arise during the proposal development process and/or Service Agreement negotiations with Ontario

should the Consortium be chosen as the Service System Manager, amendments to this agreement may be necessary. The process identified in clause 10.1 would be followed.

- 10.3 Each of the parties will from time to time, at the other's request and expense without further consideration, execute and deliver such other contracts and take any further action as the other may require to more effectively complete any matter provided for in this agreement or contemplated by this agreement.

## **11. Annual Audit**

- 11.1 There shall be an annual audit of the Consortium's accounts and the Lead shall be responsible for fulfilling Ontario's financial reporting requirements.

## **12. Approvals**

- 12.1 The Member Municipalities authorize the Lead on behalf of the parties, to seek and obtain the approval, if required, from Ontario upon such terms and conditions as may be agreed.
- 12.2 Nothing in this agreement shall limit or restrict or be deemed to limit or restrict the power of the Lead to seek and obtain from Ontario, on behalf of the Consortium, other approvals not referred to in this agreement that may be required or which the Consortium may consider advisable for any undertaking identified and recommended, subject to compliance with other applicable legislation.

## **13. Notice**

- 13.1 Any notice which is permitted or required to be given pursuant to the provisions of this agreement shall be in writing and shall be served personally or by registered mail upon the municipal clerk of each Member Municipality as follows:

a. **Bruce County at:**

30 Park Street  
Walkerton, Ontario  
N0G 2V0

Attention: Clerk

b. **Grey County at:**

595 9<sup>th</sup> Avenue East  
Owen Sound, Ontario  
N4K 3E3

Attention: Clerk

c. **Huron County at:**

1 Courthouse Square  
Goderich, Ontario  
N7A 1M2

Attention: Clerk

d. **City of Stratford at:**

PO BOX 818, 1 Wellington Street  
Stratford, Ontario  
N5A 6W1

Attention: Clerk

13.2 Where notice is served by registered mail the notice shall be deemed to have been received effective on the second business day after the document is mailed.

**14. Governing Law**

14.1 This agreement shall be construed in accordance with the laws of the Province of Ontario.

The Member Municipalities acknowledge and agree that the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") applies to and governs all records created as a result of entering into this agreement and may require the disclosure of such records to third parties. Furthermore, each Member Municipality agrees:

- a. to keep records secure and to implement other specific security measures that in the reasonable opinion of a Member Municipality would improve the adequacy and effectiveness of its security and integrity of Personal Information and Records generally;
- b. that it will comply with all legal requirements relating to the collection, use and disclosure of personal information and to the creation, preservation, retention and disclosure of all such records; and
- c. that any confidential information supplied to the Lead may be disclosed by the Lead where it the Lead is obligated to do so under MFIPPA, the Provincial Agreement, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the agreement.

14.2 The provisions of this Article 12 shall survive any termination or expiry of the agreement.

**15. Headings and Recitals**

15.1 The headings in this agreement are for purposes of reference only and shall not be read or construed to abridge or modify the meaning of any provision in the main text of this agreement.

15.2 The Recitals are true and form part of this agreement.

**16. Severability**

16.1 If any term or provision of this agreement or the application thereof to any party shall to any extent be held to be void, invalid or unenforceable, the remainder of this agreement or the application of such term or provisions to all parties other than those to whom it was held to be void, invalid or unenforceable, shall not be affected thereby and each term and provision of this agreement shall be separately valid and enforceable to the fullest extent permitted by the law.

**17. Estoppel**

17.1 No party or parties shall call in question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the parties or either of them to enter into this agreement or the enforceability of any term, agreement, provision, covenant or condition contained herein, and this clause may be pleaded as an estoppel as against any such party in any proceedings.

**18. Miscellaneous**

18.1 This agreement shall inure to the benefit and be binding upon the parties and their respective successors and assigns.

18.2 The agreement embodies the entire agreement between the parties with regard to the operation of the Consortium and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to same.

18.3 The parties acknowledge that this agreement can be executed in separate counterparts, each of which shall be deemed to be an original, and that such separate counterparts shall together constitute one and the same instrument.

18.4 The parties acknowledge that an electronic PDF, such as DocuSign or Adobe Sign, and/or faxed form and any signature received by way of a faxed transmission or PDF or a photocopy of such faxed or PDF transmission, shall be deemed to constitute the original signature of the parties.

**The next page is the signing page.**

**In witness whereof** the parties have affixed their corporate seals duly attested by their proper officers in that behalf.

**The Corporation of the County of Bruce**

Janice Jackson, Warden

Donna Van Wyck, Clerk

**The Corporation of the County of Grey**

Selwyn Hicks, Warden

Heather Morrison, Clerk

**The Corporation of the County of Huron**

Glen McNeil, Warden

Susan Cronin, Clerk

**The Corporation of the City of Stratford**

Daniel B. Mathieson, Mayor

Tatiana Dafoe, City Clerk

## Appendix A: Consensus Model for Decision Making

The simplest and most basic definition of consensus is, 'general agreement about something' (Soanes, C. and Hawker, S., ed., The Compact Oxford English Dictionary of Current English. 3<sup>rd</sup> ed. Oxford University Press, 2005.)

In this approach, people are not simply for or against a decision, but have the option to situate themselves on a scale that lets them express their individual opinion more clearly. This model is usually used with a round, so that everyone in the meeting is given the opportunity to state where they are according to the following six levels:

1. Full support
2. Acceptable
3. Support with reservations
4. I cannot do this, but I can live with it and will not block it
5. Need more information or more discussion
6. Cannot support it, cannot accept it or allow the group to support this

If everyone is at level #4 or above (3, 2, or 1), then by definition, consensus has been reached.

If someone is at level 2, 3 or 4, they have the option of explaining their reservations. These can be addressed by the meeting, if the group wishes to. This is not absolutely necessary for achieving consensus if everyone is already at 4 or higher, but it usually improves the recommendation or suggestions being discussed.

If someone is at level 5, they have the obligation to explain what information or discussion they require from the group. If someone is at level 6, it is important for them to try and offer a solution that can accommodate their needs and the needs of the rest of the group.

In addressing someone's reservation, it is important to:

- a) ask everyone for possible solutions (the person expressing the concern and the rest of the group have the responsibility to find solutions)
- b) ask people to suggest improvements as alternatives that meet the objectives of the entire group.