**Section 2610.APPENDIX A Coordination Agreement**

PURPOSE STATEMENT

WHEREAS, the (Illinois Department of/AAA/Educational Institutions) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the (JTPA Entity) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, are agencies with the common purpose of assisting individuals who are unemployed underemployed and economically disadvantaged to obtain unsubsidized employment and thus, become self-sufficient; and,

WHEREAS, each agency specified above recognizes that a limited amount of resources is available in the area to provide programs and services to accomplish this purpose; and,

WHEREAS, each agency is committed to eliminating unnecessary duplication of programs and services, maximizing all available resources in a coordinated and integrated fashion, and providing the necessary support services to participants to ensure, to the extent possible, a positive employment and training experience;

The (Illinois Department of/AAA/Educational Institutions)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the (JTPA Entity) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ enter into this coordination agreement to formalize their commitment to achieving their common purpose in accordance with the procedures herein outlined.

NATURE OF AGREEMENTS

This coordination agreement is (nonfinancial/financial) in nature. (As a nonfinancial agreement it does not commit either agency to expenditure of funds to carry out these coordination activities. This agreement shall serve as the statement of work portion of the financial contract between the agencies.)

INTERAGENCY COORDINATION LIAISONS

Representing the (Illinois Department of/AAA/Educational Institutions)\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in all routine matters regarding interagency coordination with the JTPA system will be May 7, 1991 Representing the (JTPA Entity) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in all routine matters regarding interagency coordination with the (Illinois Department of/AAA/Educational Institutions) May 7, 1991 will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The above named designated liaisons are hereby assigned the additional responsibility for convening and hosting quarterly meetings and submitting required documentation addressed in the agreement under the topical area of joint planning.

Matters which cannot be resolved by the above designated interagency coordination liaisons will be brought to the attention of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with the (Illinois Department of/AAA/Educational Institutions) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with the (JTPA Entity) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for resolution.

CONFIDENTIALITY OF CLIENTS

Any information concerning persons served by JTPA/(Illinois Department of/AAA/Educational Institutions) shall remain confidential. Except as may be required by state or federal law, regulation or order, the agencies agree not to release any information concerning said persons without prior written consent of the individual or, if minors, their parents or guardians and that such information will be limited to that which is necessary for the proper delivery of services.

ADMINISTRATIVE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agree to abide within the policies, regulations and/or procedures of each agency.

Parties to this agreement and any subgrantees/subcontractors are committed to compliance with provisions of the Civil Rights Acts of 1964 and 1966, Section 504 of the Rehabilitation Act, the Fair Employment Practices Act, and all other applicable or appropriate laws, rules, and regulations dealing with civil rights, affirmative action, handicapped, and employment practices.

This coordination agreement is representative of the commitment between the agencies represented by the signatures below to coordinate programs and services. Amendments to provisions of this agreement may be made by mutual agreement, printed revision, and dated signatures of both responsible parties or designated signators. Both parties will participate in an annual evaluation of the provisions of this agreement. Such annual evaluation may occur at the annual strategic planning meeting. This agreement and provisions will be in effect from July 1, 1990 through June 30, 1992 or until amended or modified, and may be dissolved by either party with a written notice thirty days in advance.

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| --- | --- |
| Designated JTPA Signator(s): |  |
| Date: |  |
| Designated Coordinating Agent(s) Signator(s): |  |
| Date: |  |

FAILURE TO COMPLY WITH AGREEMENT TERMS

SERVICE DELIVERY AREA

The State Agency, educational institution and AAA/SDA coordination agreements specify interagency liaisons who will be the primary contacts between the coordinating agents for purposes of coordination. In the event that the interagency liaisons cannot resolve the issues which arise, the coordination agreements also identify the individuals to contact for resolution. Should the next level designees be unable to resolve the issues at hand, or bring about compliance with the terms of the coordination agreement, service delivery areas having the following procedures with which to pursue a solution to the situation:

1) Contact the central office of the state agency, including the Illinois Department on Aging with respect to the AAAs and the Illinois State Board of Education with respect to educational institutions, where compliance to the terms of the coordination agreement is not taking place and indicate both the problem area(s) and the desired solution. If the central office of the state agency concurs with the service delivery area, it can initiate whatever action is appropriate to resolve the identified problem. The service delivery area entity should allow the state agency sufficient time to investigate the situation from the local office point of view, if applicable. If no resolution has been reached, or progress toward that end made within 15 working days, the SDA can initiate "Step 2".

2) The SDA contacts the Chairperson or staff to the Coordination Committee of the Illinois Job Training Coordinating Council and explains its perception of the problem(s) encountered in obtaining compliance with the terms of the coordination agreement. A summary of the efforts to resolve the situation with the central office of the state agency shall be forwarded with any other relevant documentation to the Coordination Committee staff.

3) The staff to the Coordination Committee shall investigate the circumstances and then set up a meeting between the two disagreeing agents and the Chairperson of the Coordination Committee or designee and attempt to resolve the problem(s) within 10 working days following receipt of the documentation from the SDA.

4) If no resolution is reached at the meeting among the Coordination Committee Chair or his/her designee, the SDA and the state agency, a summary of the problem(s) and the efforts made to reach resolution shall be forwarded to the Coordination Committee in its regular mailings of meeting materials. The Coordination Committee shall review the facts and recommend a solution to the state agency and SDA at its next regularly scheduled meeting. The recommendation of the Coordination Committee shall be forwarded, in writing, to the SDA entity, the PIC, the Local Elected Officials (LEOs) and central office of the state agency within 5 working days following the meeting. If either party disagrees with the recommendation, it may appeal the decision to the Illinois Job Training Coordinating Council.

5) The IJTCC will, at its next regularly scheduled meeting following the appeal request, review all facts and allow further discussion of the outstanding issues. The IJTCC will make recommendations on the solution and forward same, in writing to the affected state agency, the Private Industry Council, the local elected official, the SDA entity and the Governor within 5 working days after the Council meeting where a decision was reached.

FAILURE TO COMPLY WITH COORDINATION AGREEMENT TERMS

STATE AGENCIES

The State Agency, educational institution and AAA/SDA coordination agreements specify interagency liaisons who will be the primary contacts between the coordinating agents for purposes of coordination. In the event that the interagency liaisons cannot resolve the issues which arise, the coordination agreements also identify the individuals to contact for resolution. Should the next level designees be unable to resolve the issues at hand, or bring about compliance with the terms of the coordination agreement, the central office of the state agency, including the Illinois Department on Aging with respect to the AAAs and the Illinois State Board of Education with respect to educational institutions, should be contacted to attempt to resolve the situation. If this fails, the state agencies/AAA/educational institutions have the following procedures with which to pursue a solution to the situation:

1) Contact the Private Industry Council and the local elected officials of the SDA where compliance to the terms of the coordination agreement is not taking place and indicate both the problem area(s) and the desired solution. If the Private Industry Council and local elected officials concur with the state agency, it will initiate whatever action is appropriate to resolve the identified problem. The state agency will allow the local partnership sufficient time to investigate the situation from the SDA point of view. If no resolution has been reached, or progress toward that end made within 15 working days, the state agency can initiate "Step 2".

2) The state agency contacts the Chairperson or staff to the Coordination Committee and explains its perception of the problem(s) encountered in obtaining compliance with the terms of the coordination agreement. A summary of the efforts to resolve the situation with the SDA and the Private Industry Council and local elected officials shall be forwarded with any other relevant documentation to the Coordination Committee staff.

3) The staff to the Coordination Committee shall investigate the circumstances and then set up a meeting between the two disagreeing agents and the Chairperson of the Coordination Committee or designee and attempt to resolve the problem(s) within 10 working days following receipt of the documentation from the state agency.

4) If no resolution is reached at the meeting among the Coordination Committee Chair or his/her designee, the SDA and the state agency, a summary of the problem(s) and the efforts made to reach resolution, shall be forwarded to the Coordination Committee in its regular mailing of meeting materials. The Coordination Committee shall review the facts and recommend a solution to the state agency and SDA at its next regularly scheduled meeting. The recommendation of the Coordination Committee shall be forwarded, in writing, to the SDA entity, the PIC, the LEOs, and central office of the state agency within 5 working days following the meeting. If either party disagrees with the recommendation, it may appeal the decision to the Illinois Job Training Coordinating Council.

5) The IJTCC will, at its next regularly scheduled meeting following the appeal request, review all facts and allow further discussion of the outstanding issues. The IJTCC will make recommendations on the solution and forward same in writing to the affected state agency, the Private Industry Council, the local elected officials, the SDA entity and the Governor within 5 working days after the Council meeting where a decision was reached.

(Source: Amended at 15 Ill. Reg. 7595, effective May 7, 1991)