

**INTERGOVERNMENTAL AGREEMENT
FOR THE DEKALB VIRTUAL CAREER ACADEMY
LEARN & EARN PROGRAM
BETWEEN
DEKALB COUNTY, GEORGIA and
GEORGIA PIEDMONT TECHNICAL COLLEGE**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “IGA”) is entered by and between DeKalb County, Georgia (hereinafter the “County”) and the Georgia Piedmont Technical College (hereinafter the “College”). The County and College may hereinafter be referred to as a “Party” individually or “Parties” collectively.

WHEREAS, the County is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the College is a unit of the Technical College System of Georgia; and

WHEREAS, the traditional mission of WorkSource DeKalb’s (“WorkSource”) Youth Program is to serve eligible low-income youth from the ages of 14-24 by offering comprehensive counseling and guidance in order to strengthen academic achievement and soft skills development while also identifying career development opportunities and training through specific programs provided through the E³ initiative, which is Education, Employment and Economic Development; and

WHEREAS, the County has sought partnership and participation from government neighbors, including the College and the DeKalb County Board of Education; and

WHEREAS, the traditional mission of the College includes promoting workforce development within a learner-centered environment through adult education; and

WHEREAS, the World Health Organization officially announced that COVID-19 is a pandemic and in response to COVID-19, on March 13, 2020, President Donald Trump declared a national emergency, on March 14, 2020, Georgia Governor Brian Kemp declared a public health emergency in the state of Georgia, and on March 23, 2020, Chief Executive Officer Michael Thurmond issued the County’s Executive Order declaring a public health and economic state of emergency; and

WHEREAS, WorkSource DeKalb developed the program, THE PATH FORWARD, which reinforces and enhances existing mitigation measures and restore economic prosperity to DeKalb County; and

WHEREAS, the College implemented remote learning utilizing the BLACKBOARD and GALIS learning management software as a platform to provide remote online access and interactivity with the academic enrichment and issued Chromebook devices to those students in need of equipment to participate on remote learning opportunities; and

WHEREAS, the circumstances of the pandemic should not deprive DeKalb County residents of critical job training and the Parties are committed to providing services, including career training, during this pandemic; and

WHEREAS, the Parties commit to creatively provide academic enrichment and career training services without compromising their goal of protecting lives by adhering to appropriate healthcare guidelines and social distancing, the Parties will use remote engagement through virtual training to deliver services and training in a responsible fashion; and

WHEREAS, the participants in this program will be paid for their development of job skills and work toward career readiness, such that the resources expended and money earned will contribute to the restoration of economic prosperity to DeKalb County; and

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement (IGA) for the purpose of partnering together to provide academic enrichment and career readiness training to DeKalb County youth and adults; and

WHEREAS, the Parties will continue to develop youth in DeKalb County to enter the workforce by partnering together for the Virtual Career Academy Learn & Earn Program utilizing the BLACKBOARD and GALIS learning management software to provide remote online access and interactivity with the academic enrichment and career readiness training provided by WorkSource.

NOW THEREFORE, in order to accomplish the goal of preparing DeKalb County youth and adults to participate in the workforce despite the current global pandemic, the Parties agree as follows:

ARTICLE 1 PURPOSE AND INTENT

The purpose of this Intergovernmental Agreement is to describe how the Parties will collaborate to provide academic enrichment, career readiness training, credentialing courses, GED instruction, and additional counseling to DeKalb County youths between seventeen (17) and twenty-four (24) years of age in a safe, healthy, and remote, virtual learning environment due to the circumstances of the pandemic, and social distancing guidelines. These youth will also have the option to participate in some additional face to face work-based learning opportunities.

ARTICLE 2 DEKALB COUNTY RESPONSIBILITIES

The County, through WorkSource DeKalb, agrees to manage the web-based registration process for applicants, screen applicants, select participants, conduct orientation and training, process payroll, issue a limited number or available Chromebooks, and coordinate training placements for participants.

ARTICLE 3
GEORGIA PIEDMONT TECHNICAL COLLEGE RESPONSIBILITIES

The College will provide access to the BLACKBOARD and GALIS learning management system and/or a mutually agreeable, reasonably equivalent alternative or successor system (the “LMS”) for all approved participants and designated WorkSource DeKalb personnel, prepare and submit weekly participant activity/status reports to facilitate the County’s payroll processing. The College further agrees that the LMS will be made available for personalized instruction and blended learning including, but not limited to; retrieval and submittal of assignments, web-based instruction, and access to curriculum and resources. The LMS and/or other College systems will also generate attendance and progress reports. The College will participate in the orientation training and counseling of selected participants.

ARTICLE 4
PAYMENT

As full payment for the faithful performance of this IGA, the County shall pay the College, the Contract Price, which is an amount not to exceed One Hundred Sixty Thousand and No/100ths Dollars (\$160,000.00), unless changed by written Change Order in accordance with the terms of this IGA, due at completion of the programing.

ARTICLE 5
INFORMATION TECHNOLOGY COORDINATION

The Parties agree to have their respective staffs coordinate to ensure remote access to the virtual learning environment for participants and ensure compatibility of the LMS software with the Chromebooks provided by WorkSource DeKalb. The County further agrees to provide support for technology related inquiries, troubleshooting, and issues related to the registration website and the Chromebooks issued by WorkSource DeKalb. The County also agrees to provide support for technology related inquires, troubleshooting for enrolled participants who utilize their personal computers. Notwithstanding the foregoing, WorkSource DeKalb and the County acknowledge and agree that their access to the LMS shall be limited and that they shall have no administrative or other similar rights. All users of WorkSource DeKalb and the County must comply with the College’s acceptable use policy and other restrictions on the use of College technology resources. The College further agrees to provide support for troubleshooting, and issues related to access to the LMS software, but cannot provide support for non-College owned hardware, Chromebooks or other devices.

ARTICLE 6
TERM OF AGREEMENT

The term of this IGA shall start on April 1, 2022, through and including August 31, 2022. This agreement will terminate fully on August 31, 2022.

**ARTICLE 7
EMPLOYMENT STATUS**

All County personnel operating under this IGA are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All College personnel operating under this IGA are and will continue to be employees of the College for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

**ARTICLE 8
COUNTY - COLLEGE RELATIONS**

WorkSource DeKalb's Deputy Director shall be the County's main point of contact regarding this program and the Vice President of Adult Education will be the College's main point of contact regarding this program. The College's Chief Information Officer shall be the College's main point of contact regarding the use of the College's LMS software and technology related issues. WorkSource DeKalb's Deputy Director shall coordinate with the County's Department of Innovation and Technology to obtain the appropriate technical support on behalf of the County and include subject matter experts for technology related issues the County deems necessary.

**ARTICLE 9
TERMINATION AND REMEDIES**

Either Party may unilaterally terminate this IGA upon 30 days' written notice to the other Party.

**ARTICLE 10
NOTICES**

All required notices shall be given by email. The Parties agree to give each other nonbinding duplicate hard copy written notice via U.S. Mail, return receipt requested. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Robert Davis, Deputy Director, WorkSource DeKalb
774 Jordan Lane, Building #4
Decatur, Georgia 30033
rddavis1@dekalbcountyga.gov
470-707-3083, Mobile number

Zachary L. Williams, Chief Operating Officer
1300 Commerce Drive 6th Floor
Decatur, Georgia 30030
zwilliams@dekalbcountyga.gov

If to the College:

Dr. Tavaréz Holston, President, Georgia Piedmont Technical College
495 N. Indian Creek Drive
Clarkston, Georgia 30021
holstont@gptc.edu
404-297-9522 ext. 1282

**ARTICLE 11
NON-ASSIGNABILITY**

Neither Party shall assign any of the obligations or benefits of this IGA.

**ARTICLE 12
COUNTERPARTS**

This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

[SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, on this _____ day of _____, 2021, the District and County have executed this Intergovernmental Agreement through their duly authorized officers.

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Michael L. Thurmond
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Office and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Viviane H. Ernstes
County Attorney

Zachary Williams
Chief Operating Officer

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

GEORGIA PIEDMONT TECHNICAL COLLEGE

Dr. Tavaréz Holston
President

APPROVED AS TO FORM:

Chief Legal Officer
Office of Legal Affairs

APPROVED AS TO SUBSTANCE:

Dr. Meghan McBride
Vice President of Adult Education

DRAFT