

**AGREEMENT**  
Between  
**GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD,**  
**CENTRAL COMMUNITY COLLEGE**  
And  
**NEBRASKA DEPARTMENT OF LABOR**

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**(N-PACE Program)**

THIS AGREEMENT is entered into on November 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB), Central Community College (CCC), and the Nebraska Department of Labor (NDOL).

WHEREAS, GNWDB was formed for the purpose of implementing the Workforce Innovation & Opportunity Act (WIOA) in the 88-county Greater Nebraska area (which includes all of Nebraska, except Lancaster, Saunders, Douglas, Washington, and Sarpy Counties); and

WHEREAS, GNWDB and NDOL are WIOA Title I Service Providers (hereinafter designated as "Service Provider"); and

WHEREAS, the Service provider wishes to provide information and referrals to CCC's Nebraska Precision Ag Center for Excellence (N-PACE) program, and CCC wishes to provide referrals to the Service Provider.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein, the parties agree as follows:

**I - Services Provided**

- A. The Service Provider shall create materials to inform CCC about WIOA eligibility and services.
- B. The Service Provider will send referrals to the N-PACE program when such services would benefit the participants.
- C. CCC shall create materials to inform WIOA and NDOL about eligibility and services for the N-PACE program.
- D. CCC shall promote WIOA Title 1B services with potential students.
- E. CCC shall provide reverse referrals to the Service Provider.
- F. CCC shall apply with NDOL to have the N-PACE program placed on the Eligible Training Provider list.

**II - Costs**

Each party shall bear its own costs in implementing this Agreement.

### III - Points of Contact

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- A. The parties hereto expressly agree that the following individuals are designated as the authorized representatives for their parties:

GNWDB/NDOL:	
Shannon Grotrian, Workforce Services Administrator 550 South 16 <sup>th</sup> Street Lincoln, NE 68508	Phone: 402.471.9897 email: Shannon.grotrian@nebraska.gov
Central Community College:	
Dr. Nate Allen 550 S. Technical Blvd. P. O. Box 1024 Hastings, NE 68902	Phone: 402.461.2407 email: nallen@cccneb.edu

- B. The parties' Points of Contact do not have the authority to amend this Agreement, unless they are the signatories for the parties.

### IV - Term of Agreement

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- A. This Agreement is for a three (3) year period, commencing November 1, 2017 and expiring October 31, 2020.
- B. This Agreement shall be reviewed annually, including all costs associated with this Agreement.
- C. This Agreement may be extended for up to two additional three-year periods.
- D. Either party may terminate this Agreement upon thirty (30) days written notice.
- E. Any amendments or extensions to this Agreement must be in writing and approved by both parties.
- F. Violation of any of the terms of this Agreement may be cause for NDOL or CCC to terminate this Agreement.
- G. This agreement does not supersede any other agreements.

### V - Confidentiality

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- A. The parties recognize that any information shared between the parties is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) [20 USC 1232 (g)], and 34 CFR, Part 99. The parties agree to use available data security protocols and assurances to protect the privacy of individuals' data that is shared with one another, including but not limited to Social Security Numbers and similar confidential or sensitive information.
- B. Any individual's records created from information provided by this Agreement will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.

- C. No individual data will be shared with third parties.

**VI - EEO / ADA / Drug Free Workplace Provisions**

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The parties acknowledge that this Agreement must be operated in compliance with civil rights laws and statutes, and any implementing regulations, and make the following assurances:

- A. The parties warrant and assure that they comply as applicable to them with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.
- B. The parties and any of their subcontractors with respect to any services performed under this Agreement shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. The parties shall comply with all provisions contained in the State of Nebraska Drug Free Workplace Policy.

**VII - Debarment, Suspension or Declared Ineligible**

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The parties certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is the affirmative duty of each party to notify the others if it or any of its principals is sanctioned or debarred. The parties acknowledge that suspension or debarment is cause for termination.

**VIII - IRS Publication 1075 Assurances**

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CCC understands and acknowledges that it *will not* have or be allowed access to federal tax information while performing work under this Agreement (see, Internal Revenue Code, §6103 and §7213). The parties acknowledge that if there are other extant agreements between the parties that do allow access to federal tax information, these agreement comply with the provisions of IRS Publication 1075 and federal law.

**IX - Auditor of Public Accounts**

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The parties understand and acknowledge that they may be subject to an examination of their books, accounts, vouchers, records and expenditures by the Auditor of Public Accounts, in accordance with *Neb. Rev. Stat. §84-305*).

**X - E-Verify Statement**

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The parties are required and hereby agree to use a federal immigration verification system to determine the

work eligibility status of new employees physically performing services within the State of Nebraska. For purposes of this Agreement, federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

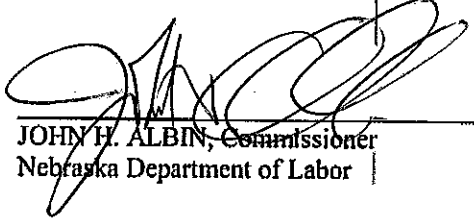
*[signature page to follow]*

**XI - Signatures**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

  
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LISA WILSON, Chair  
Greater Nebraska Workforce Development Board


12-12-2017  
Date

  
\_\_\_\_\_  
JOHN H. ALBIN, Commissioner  
Nebraska Department of Labor


12-27-2017  
Date

\_\_\_\_\_  
JOEL KING, Vice-President of Administrative Services Date  
Central Community College

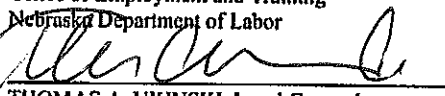
REVIEWED AND APPROVED:

  
\_\_\_\_\_  
KIM SCHREINER, Controller  
Nebraska Department of Labor

12-26-17  
Date

  
\_\_\_\_\_  
STAN ODENTHAL, Director  
Office of Employment and Training  
Nebraska Department of Labor

12-26-17  
Date

  
\_\_\_\_\_  
THOMAS A. UKINSKI, Legal Counsel  
Nebraska Department of Labor

12/27/2017  
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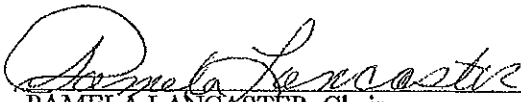
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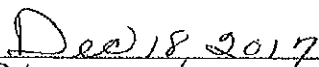
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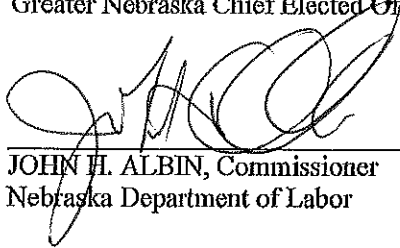
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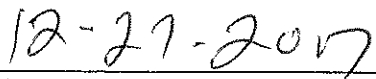
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LISA WILSON, Chair  
Greater Nebraska Workforce Development Board

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PAMELA LANCASTER, Chair  
Greater Nebraska Chief Elected Officials Board

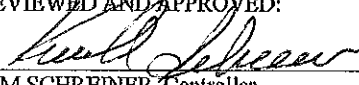
  
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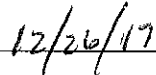
  
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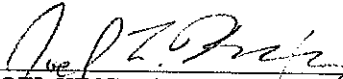
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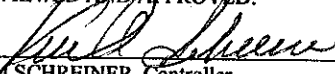
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