

APPENDIX A: Cover Sheet

NAME OF LEAD ENTITY

2024 Governor's Investment in Technical Education (GIVE 3.0)

[Building Success in the Northwest]

Dyersburg State Community College IN PARTNERSHIP WITH:

1. Northwest Tennessee Workforce Board
2. University of Memphis and University of Tennessee at Martin
3. Dyer County High School, Dyersburg High School, Lake County High School, Henry County High School, Ripley High School
4. Smallcakes Bakery, Timber's Restaurant, Mojo's Restaurant, Bruce Hayes Communication, TenCom Communication, Dyer County Food Services

Co-Directors: Dr. Amy Johnson and Dr. Jimmy Barham - 1510 Lake Road, Dyersburg, TN. 38024

Dr. Johnson- 731-286-3322 and Dr. Barham- 731-286-3371

Dr. Johnson- ajohnson@dsc.edu and Dr. Barham- jbarham@dsc.edu


Funding requested: **\$2 Million**

X 

President of Higher Education Institution
(Fiscal Agent)

X 

Project Director (Lead Entity)

X 

President of Higher Education Institution
(Fiscal Agent)

X 

Project Director (Lead Entity)

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Abstract:

Lead Entity Information: Dyersburg State Community College

Project Director/Co-Director: Dr. Amy Johnson/ Dr. Jimmy Barham

Project Director/Co-Director Phone Numbers: 731-286-3322/731-286-3371

Project Director/Co-Director Email Addresses: ajohnson@dsc.edu / jbarham@dsc.edu

Name of Higher Education Institution/Fiscal Agent: Dyersburg State Community College

Title of Proposed Project: Building Success in the Northwest

Proposed Partners:

K-12 Partners

- Dyer County High School
- Dyersburg High School
- Henry County High School
- Ripley High School
- Lake County High School

Industry Partners

- Workforce Innovations- Northwest TN Workforce Boards- Jennifer Bane
- Dyer County Food Services- Amy Hester
- Bruce Hayes Communications- David Hayes
- Smallcakes- Whitley Snyder
- Timbers- Gavin Lambert
- Mojo's- Justin Baker
- Tencom – Chris Donaldson

Proposed Funding Requested: Dyersburg State Community College seeks to request the full two million dollars of funding available under GIVE 3.0. DSCC seeks to help bridge gaps between industry, K-12, and community college needs in the Northwest area through these funds. Based on local advisories, K-12 conversations, and the disaggregation of regional labor market data, it has been determined that gaps exist in eSports and culinary programs, and there is student interest in each. Due to the growing demand in the eSports industry and K-12 eSports clubs, DSCC feels this is an excellent opportunity to create academic opportunities.

With the expected growth in West Tennessee due to the development of Ford Blue Oval City plants, there will be a growing need for food service industry workers. For this reason, DSCC will establish a culinary arts program on the DSCC campus and partner with the area K-12 to enhance or establish these programs in the school systems. Doing this will help fill the current void, entice students to attend post-secondary, and ultimately change the trajectory of many students in our area who currently may not take advantage of post-secondary education otherwise.

Section 1:

Demonstration of Need (Twenty Points)

Localized data demonstrating the need for action. This proposal aims to expand and enhance an educational pathway in the culinary arts and eSports for rural northwest Tennessee that begins with the culinary arts certificate through high school dual enrollment to a Bachelor of Arts in Hospitality and Resorts Management with a Culinary Concentration. This proposal is a collaboration between Dyersburg State Community College, Dyer County High School, Dyersburg High School, Henry County High School, Ripley High School, Lake County High School, Northwest TN Workforce Board, University of Memphis, Smallcakes Bakery, Timber's Grill, Mojo's Grill, Brian Hayes Communication, and TenCom Communication. The applicant and fiscal agent for this proposal is Dyersburg State Community College.

The applicant will engage with local employers to ensure the certifications pursued in culinary arts and eSports are aligned with employer needs and to learn about professional requirements. According to Jobs4tn.gov, culinary arts averages 10% of all jobs in Tennessee. There are currently 9,254 job openings advertised online for positions related to culinary arts, with Food Prep and Serving Related being the industry experiencing the highest change (+78,534 jobs) in TN for the 2020-2030 period. Similarly, looking at the TSBA Data Dashboard, culinary arts (Chefs and Head Cooks with trade certificates or associate degrees) have a 43% growth rate with 304 annual job openings yearly. The NW Workforce Board LightCast Long Term Growth Cycle shows the Food Prep and Service industry having 5112 job openings by 2033 in our NW area alone.

In eSports, Jobs4tn.gov currently has 550 openings and an average weekly wage of \$2310. TSBA Data Dashboard reports a 29% growth rate for Computer Information and Support Services with a total of 1836 annual openings, and Pathways2Careers Labor Market Data Report shows a 15% increase (44 annual openings) in Dyer County alone.

The TNECD County Profile Tool heat map also shows culinary and eSports-related occupations in orange (500-1500 total employment) for our region. Both of these programs are also listed in the THEC Academic Supply and Occupational Demand Report as in-demand occupations (culinary as in-demand in 9 regions and eSports-related careers in 5-9 regions). The data points to the demand for culinary and eSports in our service area.

All the above resources utilize the MIT living wage calculator as a base to determine high-wage occupations.

Clear linkages between grant activities and local/regional needs. The proposed grant activities include a culinary arts education pathway and an eSports education pathway that begins in high school by offering dual enrollment classes within the certification pathway. Dyersburg State will offer ServeSafe Food Handler and ServeSafe Food Manager in culinary arts and Certification in eSports. The eSports certification can lead to the AAS in Computer

Information Technology at DSCC and a Bachelor of Elective Studies (UTM) in Computer Engineering. The culinary arts certification can lead to an AAS in Culinary arts at DSCC and a Bachelor of Arts in Hospitality and Resorts Management with a Culinary Concentration at The University of Memphis.

Section 2: Program Plan (Twenty-Five Points)

Upon working with local industry partners and reviewing labor market data mentioned in the previous question, the overall goal of the project is to provide access for students who live and work in rural northwest Tennessee to a stackable career path that begins with the Certification in eSports and Culinary Arts and will end with a Bachelor of Arts in Hospitality and Resorts Management with Culinary Concentration. Intentional progression of coursework leading to credentials begins with dual enrollment courses in high school to the associate degree and a bachelor's degree, all leading to credentials that align with the workforce needs and meet the funding requirement of two or more postsecondary opportunities. The lead entity is Dyersburg State Community College. The project co-leader is Dr. Amy Johnson, Vice President of Academic Affairs and Student Success; the co-leader is Dr. Jimmy Barham, Dean of Arts, Sciences, and Technologies. Drs. Johnson and Barham will also serve as the liaison between the community college, partnering universities for matriculation, and the partnering high schools.

The project governance falls under the umbrella of the Vice President of Academic Affairs and Student Success, which includes Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies, and Ms. Tracie Keith, Director of Enrollment Services. The Vice President of Information Technology and Facilities Management, Josh Duggin, is responsible for renovating the Dyersburg location. Mr. Mike Samples, Director of Physical Plant, reports to the Vice President of Information Technology and Facilities Management. Ms. Crystal Allen, Coordinator of Marketing and Public Relations, will be responsible for all program marketing, along with the Vice President of External Affairs, Dr. Amanda Walker. Ms. Jennifer Barham, CTE Coordinator, is a Dyer County High School employee. Each high school has a project leader to oversee the educational components, workforce partnerships, and equipment installation. The contacts are Ms. Jennifer Barham, Dyer County High School; Ms. Kim Yeiter, Dyersburg High School; Ms. Kamisha Dixon, Ripley High School; Dr. Michelle Webb, Henry County High School; and Mr. Mike Moore, Lake County High School. The collaborative team will work to ensure equipment is purchased promptly and programs begin and continue according to the timeline.

This proposal's goal is to increase access to students in rural Northwest Tennessee so they have an opportunity to pursue a certificate and/or degree in the Culinary Arts and eSports (Computer Information Technology) programs.

This proposal includes twelve objectives with associated tasks to help the collaborative members achieve the goals. These activities support efforts and experiences aligned with workforce data and education goals, providing credentials, degrees, and licensures as identified as a need by our local workforce partners.

Objective 1: Develop an eSports course that will be part of the eSports certification, leading to an associate and bachelor's degree. The eSports certification will lead to the Associate of Applied Science, with a concentration in Computers and Information Systems. A bachelor's degree with a concentration in Computer Engineering is one option for students who want to continue their education. Dyersburg State Community College will work with the University of Tennessee at Martin to develop an articulation agreement regarding the eSports program. Dr. Jimmy Barham, Dean of Arts, Sciences, and Technologies, will implement the courses, certifications, and degrees at Dyersburg State Community College. Dr. Barham will be responsible for hiring an instructor/coach to run the eSports program. Work will begin in the fall of 2024, go through the Instructional Council, and be implemented in Fall 2025.

Objective 2: Develop a Culinary certification and degree for DSCC. The Culinary Arts Technical Certificate will lead to the Associate of Applied Science with a concentration in Culinary Arts. DSCC will work with the University of Memphis to develop an articulation agreement from the AAS Culinary to a bachelor's degree. Dr. Jimmy Barham, Dean of Arts, Sciences, and Technologies, will implement the courses, certifications, and degrees at Dyersburg State Community College and work with the University of Memphis to develop articulation. Work will begin in the fall of 2024 and go through the Instructional Council to be implemented in Fall 2025.

Objective 3: Enroll ten students in each of the following high schools in the dual enrollment eSports class beginning in the Fall of 2025: Dyer County High School, Dyersburg High School, Lake County High School, Ripley High School, and Henry County High School. Dean of Arts, Sciences, and Technologies, Dr. Jimmy Barham, oversees the dual enrollment courses. Ms. Tracie Keith, Director of Enrollment Services, is responsible for enrolling students in the courses. The grant will pay for one three credit hour class x 12 students at the five high schools x 3 years. The estimated cost will be \$126,000.

Objective 4: Enroll ten students into the culinary arts curriculum at Dyer County High School beginning in the fall of 2025. Dean of Arts, Sciences, and Technologies, Dr. Jimmy Barham, oversees the dual enrollment courses. Ms. Tracie Keith, Director of Enrollment Services, is responsible for enrolling students in the classes.

Objective 5: Purchase new eSports equipment for Dyer County High School, Dyersburg High School, Lake County High School, Ripley High School, and Henry County High School. The new equipment will include gaming computers, Nintendo switches, and all support devices. The cost will be \$300,000. All equipment will be purchased in the fall of 2024 and spring of 2025. Dr. Jimmy Barham, Dean of Arts, Sciences, and Technologies, will be responsible for purchasing the equipment.

Objective 6: Purchase new eSports equipment for Dyersburg State Community College. This includes a gaming computer lab for campus and a mobile gaming lab to transport from school to school. The equipment will cost \$300,000. All equipment will be purchased in the fall 2024 and

spring of 2025. Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies, will be responsible for buying equipment.

Objective 7: Renovate a Dyer County High School space for a culinary arts program. The renovated space will be utilized to teach high school students in a traditional format, as well as dual enrollment students and adult students in the evening. The renovation will occur in the FY 2024-2025 school year. The estimated cost will be \$143,817.00. Ms. Jennifer Barham, CTE Coordinator, will be responsible for space renovation at Dyer County High School.

Objective 8: Renovate space at Dyersburg State Community College for a culinary arts program and the esports program. The spaces will be used to teach students interested in the field of culinary arts and esports. The estimated cost will be \$149,376.00. Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies, and Dr. Amy Johnson, Vice President of Academic Affairs and Student Success, will order equipment and oversee the renovated space. Mr. Mike Samples and Vice President Josh Duggin will be responsible for the renovation of the space. The renovation will occur in the FY 2024-2025 school year.

Objective 9: Order supplies for the culinary arts program at Dyer County High School, Lake County High School, and Dyersburg State Community College. The estimated cost will be \$69,709.67

Objective 10: Establish a new Culinary Arts program at Dyersburg State Community College. This program will allow 30 students per semester to take culinary courses. Dr. Jimmy Barham, Dean of Arts, Sciences, and Technologies, will oversee the program establishment and hiring of a faculty member. Work will begin in the fall of 2024 and go through the Instructional Council to be implemented in Fall 2025.

Objective 11: Northwest and Southwest TN Workforce Board will provide targeted outreach events in Dyer County High School, Dyersburg High School, Lake County High School, Ripley High School, and Henry County High School. These events will promote career paths related to eSports and the Culinary Arts Program. Dyersburg State Community College will partner with Workforce staff to provide career services in the American Job Centers by utilizing Workforce Innovation and Opportunity (WIOA) grant funding to improve the quality and labor market relevance of workforce investment, education, and economic development. Workforce services determine customers' needs through interviews and assessment processes in our local area. For those eligible for services, WIOA in the Northwest region provides last dollar Needs-Based Scholarships up to \$4,000 per school year for a maximum of two years. Since DSCC is in rural West Tennessee, which has distressed counties and no public transportation, WIOA provides students attending training with a monthly travel stipend via a Fleet Gas Card. The board also has an emergency supportive service policy to assist students with significant barriers. The estimated cost is \$1600 per visit. (visits at all schools x2 = \$16,000). Ms. Jennifer Bane, Executive Director of the Northwest TN Workforce Board, will be responsible for the targeted outreach events. The events will occur in the spring of 2025, fall of 2025, and spring of 2026.

Objective 12: Market the eSports and Culinary Arts program to the community's citizens. This objective will be accomplished by one task: implement a marketing plan that includes billboards, social media, radio ads, flyers, purchasing swag and other items needed to market the programs. The estimated cost will be \$100,000. Ms. Crystal Allen, Coordinator of Marketing and Public Relations, will oversee this task, which will begin in Spring 2025.

ESports Certification to Bachelor of Computer Engineering:

May 2026: High School Students graduate with a certification in eSports

August 2026: The Cohort begins taking classes for the Associate of Applied Science with a concentration in Computers and Information Systems. It graduates from DSCC in May 2028.

August 2028: The Cohort begins taking Bachelor of Elective Studies (UTM) classes in Computer Engineering. The Cohort will graduate in May 2030.

Culinary Arts Certification to Associate of Applied Science in Culinary Arts.

August 2025: High school students enroll in dual enrollment culinary arts courses.

May 2026: High School students graduate with a technical certificate in Culinary Arts.

August 2026: Students enroll in the Associate of Applied Science in Culinary Arts and graduate in May 2028.

August 2028: Cohort begins taking classes for the Bachelor of Arts in Hospitality and Resorts Management with Culinary Concentration (U of M). The Cohort will graduate in May of 2030.

Work-Based Learning: Work-based learning opportunities will be integral throughout the implementation of the Culinary and eSports programs. Students must have a chance to gain hands-on, real-life experience as they are working through their degrees and certifications. Working with our industry partners will incorporate placements and/or shadowing experiences into the coursework. Through culinary lab development, school-based enterprises will be developed, which will allow sustainability and students, especially students with learning disabilities, to gain real-world experiences while in a controlled learning environment before entering the public workforce. DSCC's Eagle Access program will benefit through the implementation of this program by working in the culinary lab and helping to establish a cafe on campus. Dual enrollment high school students will also have opportunities to create catering and/or restaurants. Students in the eSports program will have the chance to work with local technology companies and learn to code or program games of their own or enter the professional gaming realm. These WBL opportunities, especially the in-house, school-based enterprises that will be established with these programs and lab implementations.

Section 3: Strength of Partnership (Twenty Points)

Mandatory Partner's Role This proposal is a collaboration between Dyersburg State Community College; University of Tennessee at Martin; University of Memphis; rural school systems in Dyer, Lake, and Lauderdale counties; Northwest TN Workforce Board; Dyer County Food Services; Bruce Hayes Communications; Smallcakes Bakery; Timber's Restaurant; Mojo's Restaurant; and TenCom Communications. The applicant and fiscal agent for this proposal is Dyersburg State Community College. The local school systems will be responsible for implementing an eSports gaming center, eSports dual enrollment courses, and culinary dual enrollment courses. DSCC will work with the University of Tennessee at Martin which has a bachelor's degree in computer engineering systems, and the University of Memphis has a bachelor's degree in hospitality and Resorts Management with Culinary Concentration. The Northwest and Southwest TN Workforce Board will provide event days to recruit students into the programs at each local high school. All local industries will provide support for the eSports and culinary programs.

Memorandums of Understanding: The collaborative has formal agreements and memoranda of understanding through transfer agreements among educational institutions and support from local industry. Dual enrollment agreements are attached with high schools. A memorandum of understanding is attached. Memorandums of Understanding are attached from Dyersburg High School, Dyer County High School, Henry County High School, Ripley High School, and Lake County High School. There are also memorandums of understanding attached with local employers, including Mojo's Restaurant and Bruce Hayes Communication. Letters of Support are attached for Dyer County Food Nutrition Services, SmallCakes Bakery, Timber's Restaurant and TenCom.

Section 4: Budget Plan (Fifteen Points)

Clear Alignment:

The Work Plan is located at the bottom of this document

Line 1 & 2—Salary, Benefits, and Taxes \$387,000 This salary meets the goal of increasing access to students in Rural West Tennessee and the objectives of #2,4,7,8,9,11. The full-time faculty member will develop and implement the culinary arts program's curriculum and be the point of contact for Dyer County High School as they expand their culinary arts program.

Line 4,15—Professional fee, grant, and award \$159,320. This amount meets the goal of increasing access to students in Rural West Tennessee and the objectives of # 1-11.

Line 5,6,7,8,9,10—Supplies, Telephone, Postage and Shipping, Occupancy, Equipment Rental, and Maintenance, Printing, and Publications \$681,135.30—This amount meets the goal of increasing access to students in Rural West Tennessee and the objectives of # 1-11. Printing and Publications, purchasing supplies, and telephone costs are vital to starting the two new programs.

Line 11,12- Travel, Conferences, and Meetings \$100,000- Meets the goal to increase access to students in Rural West Tennessee and meets objectives # 3,4,9,10,11. The project directors, the full-time faculty members, and the college staff will travel to all local high schools involved with the grant to recruit and enroll students in the programs.

Line 18- Other non-personnel- \$320,000- Meet the goal to increase access to students in Rural West Tennessee and meet objectives 1,2,5,6,7,8,9. This line item includes renovation costs, marketing costs, and hosting local eSports competitions.

Line 20—Capital Purchase—\$192,544.70 This purchase meets the goal of increasing access to students in Rural West Tennessee and the objectives of # 1,2,5,6,7,8,9. Dyersburg State Community College defines capital purchases as any purchase over \$5000. The gaming equipment and culinary arts kitchen appliances may exceed the \$5000 benchmark. All computers are considered a capital purchase.

Line 22—Indirect Cost—\$160,000 —This amount meets the goal of increasing access to students in Rural West Tennessee and the objectives of # 1-11. The indirect cost will be used to manage the grant and the two new programs.

Equipment Cost: The equipment needed to start a culinary arts program and eSports program will directly meet the current workforce needs in rural West Tennessee. As stated above, in relation to the culinary arts program, Jobs4tn.gov, culinary arts average 10% of all jobs in Tennessee. There are currently 9,254 job openings advertised online for positions related to culinary arts, with Food Prep and Serving Related being the industry experiencing the highest change (+78,534 jobs) in TN for the 2020-2030 period. In regards to the eSports (Computer Information Technology degree), TSBA Data Dashboard is reporting a 29% growth rate for Computer Information and Support Services with a total of 1836 annual openings, and Pathways2Careers Labor Market Data Report showing a 15% increase (44 annual openings) in Dyer County alone.

The equipment for the eSports program will include gaming computers, accessories, computer tables, and chairs. The equipment for the culinary arts program will consist of electric stoves, refrigerators, warmers, dishwashers, sinks, and combi-ovens.

Indirect Cost:

The indirect cost rate is 8% of the total cost. The indirect cost will offset the development of the curriculum related to the eSports and Culinary Arts programs, which are new to Dyersburg State Community College. The curriculum will be developed and implemented throughout all proper channels related to Dyersburg State Community College, the Tennessee Board of Regents (TBR), and the Tennessee Higher Education Commission (THEC). Recruitment will be done to promote the program within the local high schools and the community.

APPENDIX B: Budget

GRANT BUDGET				
GIVE Program Competitive Grant				
The grant budget line-item amounts below shall apply only to expenses incurred during the following				
Applicable Period: BEGIN: 08/2024 END: 08/2028				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	387,000	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	159,320	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	681,135.30	0.00	0.00
11, 12	Travel, Conferences & Meetings	100,000	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance to Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	320,000	0.00	0.00
20	Capital Purchase ²	192,544.70	0.00	0.00
22	Indirect Cost	160,000	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	2,000,000.00	0.00	0.00

Each expense object line item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Sub recipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at www.state.tn.us/finance/act/documents/policy3.pdf).

¹ Applicable detail follows this page if the line item is funded.

Section 5: Sustainability (Twenty Points)

Sustainability: The education programs will continue at each partner's end of the grant period. Education partners will use state funds to continue the programs. Dyersburg State Community College will use state funds to continue the employment of faculty members to teach culinary programs. The partners will continue working together beyond the grant period to meet the needs of the students and the community. Schools can create a school-based enterprise through the established culinary and eSports labs. Students will have WBL opportunities in these programs that will allow them to sell goods and services. These school-based enterprises, community partnerships, and K-12/post-secondary partnerships will allow each program to thrive and be sustained for the foreseeable future. Bringing jobs and revenue to the West Tennessee areas will also help to offset some of the economic disadvantages that some of our service areas experience. The culinary program will also significantly impact the DSCC Eagle Access program for students with developmental disabilities by offering sustainable training and WBL opportunities that these students might not have in the general community. Each entity will take full responsibility for the sustainability and longevity of the programs once established through the grant. DSCC will work with the districts to ensure a viable sustainability plan for equipment and WBL is implemented as outlined in the MOU agreements. In all cases, local dollars and other federal budgets will be utilized for anything that the program school-based enterprises do not earn enough to cover.

Section 6: Optional Criteria (Up to Fifteen Additional Points)

Proposals may receive up to fifteen additional points by clearly identifying and addressing one or more of the following challenges within the program proposal.

County Economic Status Acknowledgement: According to the Tennessee Department of Economic and Community Development (ECD) website ([file:///C:/Users/amyjohnson/Downloads/Distressed ATRISK MapPoster2023-3.pdf](file:///C:/Users/amyjohnson/Downloads/Distressed%20ATRISK%20MapPoster2023-3.pdf)), Lake County is a distressed county, and Lauderdale is an at-risk county. The activities in this proposal are provided for residents of these two counties.

County Tracts in Persistent Poverty: According to the United States Census Bureau, Lake County is a county that has been in persistent poverty over the 30-year period. Lake County High School is partnering with Dyersburg State Community College on the GIVE 3.0 grant. Please see the attached map.

High Demand Programs: According to the THEC Academic Supply for Occupational Demand Report, which identifies in-demand occupations at the statewide and regional levels, computer user support specialists, computer occupations, and food service managers are needed in Northwest Tennessee. Chefs and head cooks are needed throughout Tennessee and the greater

Memphis area. Dyersburg State Community College is starting two new eSports and Culinary Arts programs to help meet the high demands.

Work Plan: Detailed Activity Plan and Budget Plan

Activity	Item	Responsible	Cost	Deadline
I	Complete renovations at Dyersburg State Community College for culinary arts space for the program, including movable equipment. Total Cost \$148,727	Mike Samples, DSCC Director of Physical Plant Josh Duggin, DSCC Vice President of Information Technology and Facilities Management Amy Johnson, DSCC Vice President of Academic Affairs and Student Success	\$ 148,727	Completed by Fall 2025.
II	Complete renovations at Dyer County High School for culinary arts space for the program, including movable equipment. Total Cost \$143,817.70	Ms. Jennifer Barham, CTE Coordinator Dyer County High School Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies Amy Johnson, DSCC Vice President of Academic Affairs and Student Success	\$203,817	Completed by Fall 2025.
III	Order equipment and supplies to be utilized in the culinary arts program for Dyer County High School (\$23890.40), Dyersburg State Community College (\$26618.87), and Lake County High School (\$30626.03). Equipment and supplies will be purchased in the summer of 2025.	Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies Amy Johnson, DSCC Vice President of Academic Affairs and Student Success	\$81,135.30	Completed by August 2025.
IV	Order equipment and supplies to be utilized in the eSports program at Dyersburg State Community College, Dyer County High School, Dyersburg High School, Henry County High School, Ripley High School, and Lake County High School. Equipment and supplies will be purchased in the fall of 2024. \$60,000 for each high school, \$300,000 for Dyersburg State	Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies Amy Johnson, DSCC Vice President of Academic Affairs and Student Success	\$ 600,000	Completed by May of 2025.

V	<p>Advertise for and hire a full-time Program Director/Instructor who serves as an instructor in the Culinary Arts Program.</p> <p>1st-year pay (100%)- \$ 30,000- Academic Year Contract (January 2025-July 2025 ½ of a year) 2nd-year pay (75%)- \$ 45,000- Academic Year Contract (August 2025-July 2026) 3rd-year pay (50%)- \$30,000 - Academic Year Contract (August 2026- July 2027) 4th-year pay (25%)- \$15,000 Academic Year Contract (August 2027- July 2028)</p> <p>Benefits: 1st year (100%)- \$13,000 ½ year 2nd year (75%)- \$19,500 3rd year (50%)- \$13,000 4th year (25%)- \$6,500</p>	<p>Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies</p> <p>Amy Johnson, DSCC Vice President of Academic Affairs and Student Success</p>	<p>\$ 120,000</p> <p>Benefits \$52,000</p> <p>Total: \$172,000</p>	<p>Hiring will be completed by January 2025.</p>
VI	<p>Advertise for and hire a full-time Program Director/Instructor who will be an eSports Program instructor.</p> <p>1st-year pay (100%)- \$ 60,000- Academic Year Contract (January 2025-July 2025) 2nd-year pay (75%)- \$ 45,000- Academic Year Contract (August 2025-July 2026) 3rd-year pay (50%)- \$30,000 - Academic Year Contract (August 2026- July 2027) 4th-year pay (25%)- \$15,000 Academic Year Contract (August 2027- July 2028)</p> <p>Benefits: 1st year (100%)- \$26,000 2nd year (75%)- \$19,500 3rd year (50%)- \$13,000 4th year (25%)- \$6,500</p>	<p>Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies</p> <p>Amy Johnson, DSCC Vice President of Academic Affairs and Student Success</p>	<p>\$150,000</p> <p>Benefits \$65,000</p> <p>Total: \$215,000</p>	<p>Hiring will be completed by January 2025.</p>
VII	<p>Develop and implement an eSports course and certification. The course and certification will have to be approved through DSCC and TBR.</p>	<p>Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies</p>	<p>\$0</p>	<p>January of 2025</p>

		Amy Johnson, DSCC Vice President of Academic Affairs and Student Success		
VIII	Develop and implement a Culinary Arts certification and degree. The course and certification will have to be approved through DSCC and TBR.	Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies Amy Johnson, DSCC Vice President of Academic Affairs and Student Success	\$0	January of 2025
IX	The first Cohort of the dual enrollment culinary arts courses will begin in the fall of 2025. Enroll ten students from Dyer County High School.	Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies Amy Johnson, DSCC Vice President of Academic Affairs and Student Success		Certification Courses will be completed by May of 2026 and ongoing until the end of the grant.
X	The First Cohort of the dual enrollment eSport courses will begin. Beginning in the fall of 2025, enroll ten students in each of the following high schools in the dual enrollment eSports class: Dyer County High School, Dyersburg High School, Lake County High School, Ripley High School, and Henry County High School.	Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies Amy Johnson, DSCC Vice President of Academic Affairs and Student Success		Certification Courses will be completed by May of 2026 and ongoing until the end of the grant.
XI	80% of the students will complete the eSports dual enrollment with a "c" or better grade. Students can enroll in the fall of 2025, spring of 2026, fall of 2026, spring of 2027, fall of 2027, and spring of 2028.	Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies Amy Johnson, DSCC Vice President of Academic Affairs and Student Success		Certification Courses will be completed by May of 2026 and ongoing until the end of the grant.
XII	80% of the students will complete the Culinary Arts courses dual enrollment with a "c" or better grade. Students can enroll in the fall of 2025, spring of 2026, fall of 2026, spring of 2027, fall of 2027, and spring of 2028.	Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies Amy Johnson, DSCC Vice President of Academic Affairs and Student Success		Certification Courses will be completed by May of 2026 and ongoing until the end of the grant.
XIII	The First Cohort of the Dyersburg State Community College culinary Arts cohort will begin in fall 2025. Enroll 30 students in the first year into the culinary arts program and include some form of WBL opportunity during the progression of the program.	Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies Amy Johnson, DSCC Vice President of Academic Affairs and Student Success		Ongoing- The first Cohort will begin fall of 2025

XIV	80% of the students will complete the Culinary Arts courses at Dyersburg State Community College.	Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies Amy Johnson, DSCC Vice President of Academic Affairs and Student Success		Ongoing- The first Cohort will begin in the fall of 2025
XV	The First Cohort of the Dyersburg State Community College eSports cohort will begin in fall 2025. Enroll 20 students in the first year of the eSports program, and include some form of WBL opportunity during the progression of the program.	Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies Amy Johnson, DSCC Vice President of Academic Affairs and Student Success		Ongoing- The first Cohort will begin in the fall of 2025
XVI	80% of the students will complete the eSports courses at Dyersburg State Community College.	Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies Amy Johnson, DSCC Vice President of Academic Affairs and Student Success		Ongoing- The first Cohort will begin in the fall of 2025
XVII	Dyersburg State Community College will host eSports competitions with local high schools.	Dr. Amanda Walker, DSCC Vice President of External Affairs Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies Amy Johnson, DSCC Vice President of Academic Affairs and Student Success	\$10,000	The first competition games will begin in the fall of 2025.
XVIII	Conduct ongoing Marketing, including radio ads, billboards, flyers, email blasts, social media, social media boosts, TV commercials, and Purchasing swag for events.	Crystal Allen, DSCC title	\$150,000	It is ongoing and will be completed by August of 2028.
XVIV	Indirect Cost	Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies Amy Johnson, DSCC Vice President of Academic Affairs and Student Success	\$160,000	It is ongoing and will be completed by August of 2028.

XX	Travel, conferences, and recruitment- Including the activities planned by the Northwest Workforce Board (\$16,000)	Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies Amy Johnson, DSCC Vice President of Academic Affairs and Student Success	\$100,000	It is ongoing and will be completed by August of 2028.
XXI	Professional Fee and Awards- licenses for eSports and yearly charges Dual Enrollment tuition for three credit hour classes x 12 students x 5 high schools x 3 years. (\$700 per class x 60 students= \$42,000 for one year) (\$42,000 x 3 years= 126,000)	Dr. Jimmy Barham, Dean of Arts, Sciences and Technologies Amy Johnson, DSCC Vice President of Academic Affairs and Student Success	\$159,320	It is ongoing and will be completed by August of 2028.
	TOTAL:		\$2,000,000 GRANT	

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BRUCE HAYES COMMUNICATION AND
DYERSBURG STATE COMMUNITY COLLEGE**


This Memorandum of Understanding (MOU) signifies an agreement between Bruce Hayes Communication and Dyersburg State Community College (DSCC). DSCC agrees to partner with Bruce Hayes Communication to educate, train and find employment for students in the eSports and Computer Information Technology programs under THEC's GIVE Grant. This MOU is in effect upon final signature through June 30, 2028. The understanding is as follows:

- Bruce Hayes Communication agrees that there is a shortage of skilled workers in the Computer Information Technology including analysts, technicians and software developers.
- Bruce Hayes Communication agrees that credentialed students from the eSports program/ Computer Information Technology Program would be considered for employment upon completion of training.
- Bruce Hayes Communication and DSCC will work together to educate, train and employ credential students from the eSports/Computer Information Technology Program.

Signatories:

This agreement shall be signed on behalf of the Bruce Hayes Communication by David Hayes, Owner and Dr. Scott Cook President of Dyersburg State Community College. This agreement shall be effective upon last signature.

David Hayes, Owner
Bruce Hayes Communication

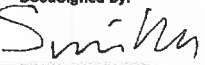
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Signature

4/24/2024

Date

Dr. Scott Cook, President
Dyersburg State Community College

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Signature

4/24/2024

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MOJOS RESTAURANT AND
DYERSBURG STATE COMMUNITY COLLEGE**


This Memorandum of Understanding (MOU) signifies an agreement between Mojo's Restaurant and Dyersburg State Community College (DSCC). DSCC agrees to partner with Mojo's Restaurant to educate, train and find employment for students in the Culinary Arts Program under THEC's GIVE Grant. This MOU is in effect upon final signature through June 30, 2028. The understanding is as follows:

- Mojo's Restaurant agrees that there is a shortage of skilled workers in the food service and hospitality business, particular in DSCC's service area in West Tennessee.
- Mojo's Restaurant agrees that credentialed students from the Culinary Arts program would be considered for employment upon completion of training. The jobs would include chef, lead cooks, managers, etc.
- Mojo's Restaurant and DSCC will work together to educate, train, and employ credential students from the Culinary Arts Program.

Signatories:

This agreement shall be signed on behalf of the Mojors Restaurant by Justin Baker, Owner, and Dr. Scott Cook President of Dyersburg State Community College. This agreement shall be effective upon last signature.

Justin Baker, Owner
Mojo's Restaurant

Signature 

Date 4-23-24

Dr. Scott Cook, President
Dyersburg State Community College

Signature 

Date 4/30/2024

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TENCOM AND
DYERSBURG STATE COMMUNITY COLLEGE**

This Memorandum of Understanding (MOU) signifies an agreement between TenCom and Dyersburg State Community College (DSCC). DSCC agrees to partner with TenCom to educate, train and find employment for students in the eSports and Computer Information Technology programs under THEC's GIVE Grant. This MOU is in effect upon final signature through June 30, 2028. The understanding is as follows:

- TenCom agrees that there is a shortage of skilled workers in the Computer Information Technology including analysts, technicians and software developers.
- TenCom agrees that credentialed students from the eSports program/ Computer Information Technology Program would be considered for employment upon completion of training.
- TenCom and DSCC will work together to educate, train and employ credential students from the eSports/Computer Information Technology Program.

Signatories:

This agreement shall be signed on behalf of the TenCom by Chris Donaldson, Owner and Dr. Scott Cook President of Dyersburg State Community College. This agreement shall be effective upon last signature.

**Chris Donaldson, Owner
TenCom**

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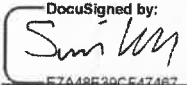
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Signature

4/30/2024

Date

**Dr. Scott Cook, President
Dyersburg State Community College**

DocuSigned by:

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Signature

4/24/2024

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DYER COUNTY SCHOOL NUTRITION PROGRAM AND
DYERSBURG STATE COMMUNITY COLLEGE**

This Memorandum of Understanding (MOU) signifies an agreement between Dyer County School Nutrition and Dyersburg State Community College (DSCC). DSCC agrees to partner with Dyer County School Nutrition to educate, train and find employment for students in the Culinary Arts Program under THEC's GIVE Grant. This MOU is in effect upon final signature through June 30, 2028. The understanding is as follows:

- Dyer County School Nutrition Program agrees that there is a shortage of skilled workers in the food service and hospitality business.
- Dyer County School Nutrition Program agrees that credentialed students from the Culinary Arts program would be considered for employment upon completion of training.
- Dyer County School Nutrition Program and DSCC will work together to educate, train and employ credential students from the Culinary Arts Program.

Signatories:

This agreement shall be signed on behalf of the Dyer County School Nutrition Program by Amy Hester, Dyer County School Nutrition Supervisor and Dr. Scott Cook President of Dyersburg State Community College. This agreement shall be effective upon last signature.

Amy Hester, School Nutrition Supervisor
Dyer County School Nutrition Program

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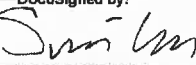
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Signature

4/24/2024

Date

Dr. Scott Cook, President
Dyersburg State Community College

DocuSigned by:

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Signature

4/24/2024

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HENRY COUNTY SCHOOL SYSTEM AND
DYERSBURG STATE COMMUNITY COLLEGE**

This Memorandum of Understanding (MOU) signifies an equipment purchase agreement between Henry County School System and Dyersburg State Community College (DSCC). DSCC agrees to partner with Henry County School System to purchase supplies and equipment under THEC's GIVE Grant for the eSports program. This MOU is in effect upon final signature through June 30, 2028. The understanding is as follows:

- Esports supplies and equipment will be ordered and purchased by DSCC with funds provided by the THEC GIVE Grant. This includes tables, chairs, computers and other needs for the program. Equipment will be delivered from the vendor to Henry County School System.
- Upon completion or cancellation of the THEC GIVE grant, all equipment and supplies which was purchased with funds provided under the THEC GIVE grant, shall remain at Henry County School System.
- For the duration of this agreement, Henry County School System will provide quarterly progress reports to Dr. Amy Johnson, Vice President of Academic Affairs and Student Success, at DSCC.
- Henry County School System will use the supplies and equipment to further students' education and experience.

Signatories:

This agreement shall be signed on behalf of the Henry County School System by Dr. Leah Watkins and Dr. Scott Cook President of Dyersburg State Community College. This agreement shall be effective upon last signature.

Dr. Leah Watkins, Director of Schools
Henry County High School

DocuSigned by:

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Signature

4/18/2024

Date

Dr. Scott Cook, President
Dyersburg State Community College

DocuSigned by:

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Signature

4/18/2024

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DYERSBURG HIGH SCHOOL AND
DYERSBURG STATE COMMUNITY COLLEGE**

This Memorandum of Understanding (MOU) signifies an equipment purchase agreement between Dyersburg High School and Dyersburg State Community College (DSCC). DSCC agrees to partner with Dyersburg High School to purchase supplies and equipment under THEC's GIVE Grant for the eSports program. This MOU is in effect upon final signature through June 30, 2028. The understanding is as follows:

- Esports supplies and equipment will be ordered and purchased by DSCC with funds provided by the THEC GIVE Grant. This includes tables, chairs, computers and other needs for the program. Equipment will be delivered from the vendor to Dyersburg High School.
- Upon completion or cancellation of the THEC GIVE grant, all equipment and supplies which was purchased with funds provided under the THEC GIVE grant, shall remain at Dyersburg High School.
- For the duration of this agreement, Dyersburg High School will provide quarterly progress reports to Dr. Amy Johnson, Vice President of Academic Affairs and Student Success, at DSCC.
- Dyersburg High School will use the supplies and equipment to further students' education and experience.

Signatories:

This agreement shall be signed on behalf of the Dyersburg High School by Kimberly Yeiter and Dr. Scott Cook President of Dyersburg State Community College. This agreement shall be effective upon last signature.

Kimberly Yeiter, CTE Director
Dyersburg High School

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Signature

4/18/2024
Date

Dr. Scott Cook, President
Dyersburg State Community College

DocuSigned by:

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Signature

4/18/2024
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LAKE COUNTY HIGH SCHOOL AND
DYERSBURG STATE COMMUNITY COLLEGE**

This Memorandum of Understanding (MOU) signifies an equipment purchase agreement between Lake County High School and Dyersburg State Community College (DSCC). DSCC agrees to partner with Lake County High School to purchase supplies and equipment under THEC's GIVE Grant for the eSports and Culinary Arts program. This MOU is in effect upon final signature through June 30, 2028. The understanding is as follows:

- Esports and Culinary Art supplies and equipment will be ordered and purchased by DSCC with funds provided by the THEC GIVE Grant. This includes tables, chairs, computers and other needs for the program. Equipment will be delivered from the vendor to Lake County High School.
- Upon completion or cancellation of the THEC GIVE grant, all equipment and supplies which was purchased with funds provided under the THEC GIVE grant, shall remain at Lake County High School.
- For the duration of this agreement, Lake County High School will provide quarterly progress reports to Dr. Amy Johnson, Vice President of Academic Affairs and Student Success, at DSCC.
- Lake County High School will use the supplies and equipment to further students' education and experience.

Signatories:

This agreement shall be signed on behalf of the Lake County High School by Dr. Woody Burton, Director of Schools and Dr. Scott Cook President of Dyersburg State Community College. This agreement shall be effective upon last signature.

Dr. Woody Burton, Director of Schools
Lake County High School

DocuSigned by:

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Signature

4/18/2024
Date

Dr. Scott Cook, President
Dyersburg State Community College

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Signature

4/18/2024
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DYER COUNTY HIGH SCHOOL AND
DYERSBURG STATE COMMUNITY COLLEGE**

This Memorandum of Understanding (MOU) signifies an equipment purchase agreement between Dyer County Schools and Dyersburg State Community College (DSCC). DSCC agrees to partner with Dyer County High School to purchase supplies and equipment under THEC's GIVE Grant for the eSports program and renovation of the culinary arts kitchen. This MOU is in effect upon final signature through June 30, 2028. The understanding is as follows:

- Esports supplies and equipment will be ordered and purchased by DSCC with funds provided by the THEC GIVE Grant. This includes computers and other needs for the program. Equipment will be delivered from the vendor to Dyer County High School.
- The kitchen area at Dyer County High School will be renovated for the Culinary Arts program. This will include but not limit to purchasing stove, freezer, refrigerator, ovens, and mixers as well as cooking, cleaning, serving, and storage equipment and utensils.
- Dyer County High School will allow Dyersburg State Community College to teach courses in the renovated culinary arts space in the evening.
- Upon completion or cancellation of the THEC GIVE grant, all equipment and supplies which was purchased with funds provided under the THEC GIVE grant, shall remain at Dyer County High School.
- For the duration of this agreement, Dyer County High School will provide quarterly progress reports to Dr. Amy Johnson, Vice President of Academic Affairs and Student Success, at DSCC.
- Dyer County High School will use the supplies and equipment to further students' education and experience in culinary situations.

Signatories:

This agreement shall be signed on behalf of the Dyer County Schools by Cheryl Mathis and Dr. Scott Cook President of Dyersburg State Community College. This agreement shall be effective upon last signature.

Cheryl Mathis, Director of Schools
Dyer County Schools

DocuSigned by:

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Signature

4/18/2024
Date

Dr. Scott Cook, President
Dyersburg State Community College

DocuSigned by:

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Signature

4/18/2024
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
RIPLEY HIGH SCHOOL AND
DYERSBURG STATE COMMUNITY COLLEGE**

This Memorandum of Understanding (MOU) signifies an equipment purchase agreement between Ripley High School and Dyersburg State Community College (DSCC). DSCC agrees to partner with Ripley High School to purchase supplies and equipment under THEC's GIVE Grant for the eSports program. This MOU is in effect upon final signature through June 30, 2028. The understanding is as follows:

- Esports supplies and equipment will be ordered and purchased by DSCC with funds provided by the THEC GIVE Grant. This includes tables, chairs, computers and other needs for the program. Equipment will be delivered from the vendor to Ripley High School.
- Upon completion or cancellation of the THEC GIVE grant, all equipment and supplies which was purchased with funds provided under the THEC GIVE grant, shall remain at Ripley High School.
- For the duration of this agreement, Ripley High School will provide quarterly progress reports to Dr. Amy Johnson, Vice President of Academic Affairs and Student Success, at DSCC.
- Ripley High School will use the supplies and equipment to further students' education and experience.

Signatories:

This agreement shall be signed on behalf of the Ripley High School by Kamisha Dixon, Principal of Ripley High School and Dr. Scott Cook President of Dyersburg State Community College. This agreement shall be effective upon last signature.

Kamisha Dixon, Principal
Ripley High School

DocuSigned by:

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Signature

4/24/2024
Date

Dr. Scott Cook, President
Dyersburg State Community College

DocuSigned by:

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Signature

4/18/2024
Date



DYER COUNTY SCHOOLS

Achieving Academic Excellence

159 Everett Avenue

Dyersburg, TN 38024-5196

731.285.6712 • fax 731.286.6721

www.dyercs.net

April 23, 2024

GIVE 3.0 Grant Committee
312 Rosa Parks Ave, 9th Floor
Nashville, TN 37243

Dear GIVE 3.0 Committee:

I am excited to extend my letter of support for the Dyersburg State Community College (DSCC) GIVE proposal. Dyersburg State Community College and Dyer County High School have established a strong dual enrollment partnership that creates career opportunities for their students. This partnership will help prepare the next generation for careers in the food industry and beyond.

One of the goals for Dyer County High School is to create workforce development opportunities by aligning high school course work with programs that meet labor market demands. To achieve this goal, the school system recognizes that real-life opportunities are key to preparing students for in careers in an ever-changing workforce. This "student success" culture is evident in the Dyer County School System therefore inspiring our students to seek the advantages of practical training combined with Career Technical Education. And this proposal aligns with addressing the "skills gaps" in local food industry workforce pools by producing credentials employers need while also expanding opportunities for our students.

Through our valuable partnership with DSCC, the GIVE proposal will allow us to expand our hand-on lab opportunities and industry certification training in Culinary at Dyer County High School. This partnership will strengthen the alignment of student success with career/technical/workforce development and training in the culinary program area.

Please accept this letter of support on behalf of Dyer County Schools for the *DSCC Project* that reinforces culinary development and implementation that allows students to work in our school nutrition sites when needed as well as providing guest speaking or hands-on lab experiences. This will give students real world experiences, credentials which prepare them for careers in the culinary industry.

Sincerely,

Amy R. Hester
School Nutrition/Career Technical Education Supervisor
Dyer County High School

April 15, 2024

GIVE Grant

1 Bridgestone Park

Nashville, TN 37214

Dear GIVE committee,

It is my pleasure to write this letter of support for Dyersburg State Community College and the K-12 schools in our area. It is my belief that our partnership with the school district will provide students with the opportunity for critical skill attainment needed for preparation in careers related to culinary arts.

As a locally owned and operated restaurant, we see the value in investing in our local community. By partnering with the school system and community college, we become an integral part of the success of our local students, community, and state as a whole. I am so proud to get to work alongside the school systems in my home town to bring our students new, exciting, and valuable opportunities.

As part of our partnership agreement, we would be willing to be a guest speaker in the classrooms where we were able to actually go into the lab setting and demonstrate proper techniques as well as discuss industry standards and career options. We will also help to sponsor and judge local competitions where students will be able to gain insightful feedback from industry professionals. We will also participate in the local career fairs to help bring further awareness to career options and opportunities as well as work-based learning opportunities when possible.

Throughout our partnership endeavors, students will be made aware of education and certification requirements and options. Dyersburg State will also be starting a culinary program the students are encouraged to participate in when looking at local post-secondary options.

We are excited to see an increase in interest and skill level attainment from the students in our County as a result of our partnership.

Sincerely,

Whitley Snyder
Owner
Smallcakes: A Cupcakery
Dyersburg, TN

April 15, 2024

GIVE Grant
1 Bridgestone Park
Nashville, TN 37214

Dear GIVE Grant Selection Committee,

It is my pleasure to write this letter of support for Dyersburg State Community College and the K-12 schools in our area who wish to partner for this grant opportunity. It is my belief that our support of this endeavor provides students with the opportunity for critical skill attainment needed for preparation in careers related to culinary arts.

As locally owned and operated restaurant, we see the value in investing in our local community. By partnering with the school systems and community college, we become an integral part of the success of our local students, community, and state as a whole.

As part of our partnership agreement, we are willing to be a guest speaker in the classrooms where we were able to go into the lab setting and demonstrate proper techniques, as well as discuss industry standards and career options. We are also willing to sponsor and judge local competitions where students were able to gain insightful feedback from industry professionals. In addition, we would participate in the local career fairs to help bring further awareness to career options and opportunities as well as work-based learning opportunities when possible.

Because of this partnership among business, secondary schools, and the community college, students are made aware of education and certification requirements and career options. Dyersburg State will also be starting a culinary program the students are encouraged to participate in when looking at local post-secondary options.

We are excited to see an increase in interest and skill-level attainment from the students in Dyer County and Dyersburg State's greater service area as a result of our partnership.

Sincerely,



Justin Baker
Owner
Mojos
Dyersburg, TN

April 12, 2024

Attn: GIVE Committee

Dear GIVE Committee,

As the owner of Timbers BBQ and Grill in Dyersburg, TN, we as a company whole, are in support of the local K-12 schools, Dyersburg State Community College, career explorations, and work-based learning. We recognize career exploration and WBL programs allow students to gain experience and opportunities for careers post-high school.

Being a growing employer in West TN, we recognize the value students achieve and the skill-sets they gain from programs that allow for early exposure to the working industries they may enter once graduated. Many times, technical skills get overlooked in lieu of academic collegiate career choices, and work-based learning programs allow students the opportunity to explore their different talents and assets they possess.

The skills students may gain from programs like these include responsibility, accountability, time management, teamwork, and work ethic. These skills, along with the gained work experience, are ones that can be applied to both college and full-time employment opportunities. The students we have taking part in work with us have proven to be very capable of adapting to their environment and learning quickly, exceeding our expectations.

We anticipate and look forward to continuing our partnership with our local education system and its students.

Sincerely,

Gavin Lambert
Owner/Operator
Timbers BBQ and Grill

**Dual Enrollment Agreement for Community Colleges
Between
Dyersburg State Community College
and
Lake County High School**

This Dual Enrollment Agreement (“Agreement”), by and between Dyersburg State Community College (“Institution”) and Lake County High School (“High School”), is for the purpose of providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), as further defined herein.

OVERVIEW

In accordance with the guidelines and policies set forth by the Tennessee Higher Education Commission and Tennessee Board of Regents (“TBR”) Policy 2:03:00:00, and the procedures established by Institution, Institution desires to provide eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s) (each a “Dual Enrollment Course”). Dual Enrollment Courses include courses taken as part of a “Middle College” program of study where the high school students work to obtain an associate’s degree while concurrently earning a high school diploma.

Dual Enrollment Courses must be:

- Listed in the Institution’s catalog and use the course syllabus, including outcomes and requirements, and text and materials approved by the respective Institution department.
- Courses may be offered as on-ground, traditional courses, by Zoom, or on-line. Class size shall not exceed the capacity limit as set by the Institution. Exceptions shall be approved by the Vice President for the Institution.

Eligible students (“Students”) must be enrolled as 11th, or 12th grade students in a Tennessee public or nonpublic secondary school, or in a home education program. In order to enroll in a specific Dual Enrollment Course, Students must meet the course’s specific placement requirements as determined by the Institution.

In order to participate in a Dual Enrollment Course, Students must submit the following to the **DSCC Office of Enrollment Services**:

- A completed application for admission signed by the Student;
- Required signatures from Student and parent or legal guardian of the Student.
- The Student must have an official copy of his/her high school transcript forwarded to the Office of Enrollment Services.
- The Student must have a 3.00 (“B”) average on high school work completed. Since some students may excel in a particular area of study but may not have a 3.00 average, an exception to this condition may be made at the recommendation of the High School guidance counselors or principal and the teacher in the Student’s area of interest.
- Students wishing to receive the Dual Enrollment Grant, administered by the Tennessee Student Assistance Corporation (TSAC), must complete the online Dual Enrollment Grant Application available at www.collegepaystn.com. Students who do not apply for the Dual Enrollment Grant to assist with their tuition will be responsible for paying the cost of tuition as well as any other costs associated with the Dual Enrollment Course to DSCC.
- Requested Dual Enrollment Courses must be chosen by the Student in consultation with the High School guidance counselor and the Office of Enrollment Services so as to supplement

the high school program and ensure academic success.

- Dual Enrollment Courses taken while enrolled in high school will count as regular college credit upon graduation from high school.
- Students will not be permitted to enroll in a Dual Enrollment mathematics or English class unless ACT scores indicate that college-level placement in mathematics and/or English is warranted.

In order to remain eligible to participate in Dual Enrollment Courses, Students must maintain a cumulative GPA of at least 2.0 in the Dual Enrollment Course(s) that the Student is taking in order to register for subsequent Dual Enrollment Courses. Exceptions must be submitted in writing to the Institution's **Vice President for Academic Affairs and Student Success.**

Dual Enrollment Courses may be held on the campus of the Institution or the High School as mutually agreed to by the parties.

A. RESPONSIBILITIES OF THE PARTIES

A.1 The Institution:

- Is responsible for ensuring that a qualified faculty or adjunct faculty member with a Master's degree and eighteen (18) graduate level hours in the teaching area is the instructor for the Dual Enrollment Course.
- Will provide a mandatory orientation session on the main campus or via videoconference for all adjunct faculty.
- Reserves the right to schedule an observation of all Dual Enrollment Courses held on the campus(es) of the High School by the Institution's Dean or faculty mentor at any time to ensure that Institution's expectations for the quality of the Dual Enrollment Course are met.
- Will initially classify Students enrolled in a Dual Enrollment Course as non-degree seeking. However, upon high school graduation or GED completion, the Dual Enrollment Course credit(s) may be applied toward an appropriate college-degree program so long as regular admissions requirements are met.
- Will adhere to High School's standard operating procedures for the reservation and utilization of school equipment for all Dual Enrollment Courses operated on the High School's campus.
- May require that the High School maintain science and computer laboratories and equipment appropriate and compatible for delivery of a Dual Enrollment Course held on the High School's campus.
- May cancel any Dual Enrollment Course with enrollment insufficient to cover Institution's expenses, so long as no invoices are sent to High School for such Dual Enrollment Course.
- On the schedule requested by High School, provide to High School for all Students completed grade reporting sheets and attendance reporting sheets.

A.2 The High School shall:

- Award high school graduation credit(s) for each Dual Enrollment Course successfully completed.
- Provide appropriate classroom space and instructional equipment, as determined by the Institution, for Dual Enrollment Courses offered on the High School campus.

- Pursuant to 0520-1-3-.06(4) (c) 1. of Tennessee Board of Education Rules, Regulations, and Minimum Standards for the Governance of Tennessee Public School (1994), retain the right to observe and supervise instruction, which is conducted on the High School campus during regular school hours.
- Agree to follow the Institution's academic calendar for all Dual Enrollment Courses if requested by the Institution.
- Provide Institution with any grade reporting sheets or attendance reporting sheets that Institution will be requested to complete for Students.
- Ensure that each Student applies for the Dual Enrollment Lottery Grant and any other Tennessee Student Assistance Corporation ("TSAC") grants available to pay for Dual Enrollment Courses prior to the deadlines set by TSAC.
- Not permit any Student to enroll in a Dual Enrollment Course unless that Student has either (i) provided to High School health information that establishes that the Student has complied with the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices or (ii) provided to High School documentation that meets the requirements of Rule 0140-02-09-.03 of the Tennessee Board of Regents regarding exemptions from vaccination requirements.
- Ensure that Students enrolling in a nursing, laboratory or allied health profession Dual Enrollment Course are aware of the need to comply with immunization requirements of entities providing clinical experiences associated with such courses.
- Ensure that each Student completes a waiver form indicating that the Student has received detailed information about (i) the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices and the availability and effectiveness of the recommended vaccines and (ii) the risk factors for hepatitis B infection and the availability and effectiveness of vaccine for persons who are at risk of the disease.

A.3. The Institution and the High School shall:

- Each designate a coordinator to provide oversight of details and distribute general program information and necessary forms to Students.
- Jointly determine the Dual Enrollment Courses to be offered, subject to Institution's staffing and scheduling limitations and any enrollment or financial limitations.
- Provide appropriate information to the Students regarding Dual Enrollment Lottery Grant, Middle College Scholarship and any other TSAC grants available to pay for Dual Enrollment Courses.

AGREEMENT TERM:

- B.1. Term. This Agreement shall be effective for the period of no more than one (1) year, commencing on July 1, 2023 and ending on June 30, 2024.
- B.2. Term Extension. The parties may agree to extend the term of this Agreement for additional periods of time not to exceed five (5) years in length, so long as an amendment extending the term of this Agreement is executed prior to the expiration date of this Agreement.

C. FACULTY/COSTS

- C.1. Instructors for the Dual Enrollment Courses shall be subject to the approval of both parties and will adhere to Institution's policies regarding academic standards and documentation of attendance and grades. The Institution reserves the right to replace any Dual Enrollment Course instructor provided by the High School for non-performance and/or violation of Institution policies and guidelines. The parties will promptly enter into an amendment of this Agreement if the replacement results in the Institution then being responsible for compensating the instructor of the affected Dual Enrollment Course. The parties agree that the primary employer of a Dual Enrollment Course instructor (Institution or High School) shall be responsible to arrange and compensate, if required, a substitute in the event that the instructor will be absent for a class meeting.
- C.2. In the event the instructor is provided and compensated by the Institution, such compensation will be based upon applicable Institution policies as to Institution faculty.
- C.3. In the event the instructor is provided and directly compensated by the High School, such compensation will be based upon applicable High School policies and no funds shall be due to the High School from the Institution unless otherwise specified in Section C.6 below. This does not prevent the Institution from entering into separate agreements with instructors who are also employees of the High School to engage such instructors as adjuncts.
- C.4. All costs associated with enrollment of Students in Dual Enrollment Courses that not covered by amounts received under the Tennessee Dual Enrollment Lottery Grant, Middle College Scholarship, or any other TSAC grant intended to pay for the costs of a particular Student's enrollment in a Dual Enrollment Course (collectively, "Grant Monies") shall be the responsibility of the Student or Student's parent or legal guardian. Institution shall invoice Students or the Student's parent or legal guardian in accordance with the terms of the enrollment agreement documents between the parties. The costs shall be as set forth in Sections C.5. and C.6.
- C.5. For Dual Enrollment Courses held at Institution's facilities, the per Student cost per Dual Enrollment Course shall be equal to the per student cost that the Institution has set as the per student cost for enrollment in such course by other students of the Institution (the "Institution's Class Cost"). The Institution's Class Cost includes the cost of providing the instructor, classroom space, all maintenance and mandatory fees, textbooks and other class materials. The Institution's Class Cost will not include any fees that the Tennessee Higher Education Commission has determined may not be charged for Dual Enrollment Courses. The parties acknowledge that the per student enrollment cost for each course the Institution offers, and all fees are approved by TBR and available for review by High School upon request
- C.6. For Dual Enrollment Courses held at High School's facilities, the per Student cost per Dual Enrollment Course shall be equal to the Grant monies received or that would have been received for such Student if the Student had been awarded Grant Monies.

If other costs are anticipated to be incurred by Institution in connection with the Dual Enrollment Course, such as for supplies, Institution will obtain High School's written approval of such costs prior to invoicing High School for the same.

- C.7. In the event that a Student drops a Dual Enrollment Course by the Institution's Drop/Add Deadline, Grant Monies will be returned to TSAC in accordance with Institution and TSAC policies.

D. TERMS AND CONDITIONS:

- D.1. Required Approvals. The Institution is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.
- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.
- D.3. Performance. Each party agrees to work in good faith to achieve the objectives of this Agreement.
- D.4. Termination. Either party may terminate this Agreement with or without cause for any reason by providing written notice to the other party. However, in no event shall termination be effective until the end of the academic year then in progress.
- D.5. Nondiscrimination. Each party hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either party on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.
- D.6. State and Federal Compliance. Each party shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) (collectively, the "Laws"). Each party agrees that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose unless permitted by the Laws or necessary in order to comply with this Agreement. For purposes of clarity, the parties acknowledge that Students enrolled in Dual Enrollment Courses are students of both the Institution and the High School with educational records created by the instructors of such Dual Enrollment Courses being records of both the Institution and the High School. The parties further acknowledge that the Laws applicable to educational records held by the Institution differ from those applicable to educational records held by the High School and agree that the Laws applicable to educational records held by the Institution shall apply only to the Institution, and the Laws applicable to educational records held by the High School shall apply only to the High School. The personally identifiable information may not be disclosed or re-disclosed by either party to any but the other party without prior written consent of the Student, the parent or legal guardian of the Student, or as otherwise permitted by FERPA or this Agreement.
- D.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- D.8. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.9. Communications and Contacts.

The Institution:

Dr. Amy Johnson, Interim Vice President for Academic Affairs & Student Success
Dyersburg State Community College
1510 Lake Road
Dyersburg, TN 38024
731-286-3398

The High School:

Mike Moore, Principal
300 Cochran
Tiptonville, TN 38079
731-253-7734
731-253-7766

- D.10. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
- D.11. Liability. Institution is a public institution of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee Board of Regents. As a state entity, its liability arising from performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under T. C. A. §§ 9-8-101 through 9-8-407. The High School is a political subdivision of the state and, as such its liability for injuries which may result from its performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, §§ T. C. A. 29-20-201, et seq.

Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.

IN WITNESS WHEREOF:

Lake County High School:

DocuSigned by:

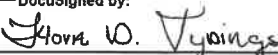

 Mr. Mike Moore, Principal
 Date: 2023-06-28 | 9:49 AM CDT

Dyersburg State Community College

DocuSigned by:

 Scott Cook, President
 Date: 2023-06-28 | 12:30 PM CDT

TENNESSEE BOARD OF REGENTS:

DocuSigned by:

 Flora W. Tydings, Chancellor

 Date: 2023-06-28 | 12:36 PM CDT

**Dual Enrollment Agreement for Community Colleges
Between
Dyersburg State Community College
and
Henry County High School**

This Dual Enrollment Agreement ("Agreement"), by and between Dyersburg State Community College ("Institution") and Henry County High School ("High School"), is for the purpose of providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), as further defined herein.

OVERVIEW

In accordance with the guidelines and policies set forth by the Tennessee Higher Education Commission and Tennessee Board of Regents ("TBR") Policy 2:03:00:00, and the procedures established by Institution, Institution desires to provide eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s) (each a "Dual Enrollment Course"). Dual Enrollment Courses include courses taken as part of a "Middle College" program of study where the high school students work to obtain an associate's degree while concurrently earning a high school diploma.

Dual Enrollment Courses must be:

- Listed in the Institution's catalog and use the course syllabus, including outcomes and requirements, and text and materials approved by the respective Institution department.
- Courses may be offered as on-ground, traditional courses, by Zoom, or on-line. Class size shall not exceed the capacity limit as set by the Institution. Exceptions shall be approved by the Vice President for the Institution.

Eligible students ("Students") must be enrolled as 11th, or 12th grade students in a Tennessee public or nonpublic secondary school, or in a home education program. In order to enroll in a specific Dual Enrollment Course, Students must meet the course's specific placement requirements as determined by the Institution.

In order to participate in a Dual Enrollment Course, Students must submit the following to the **DSCC Office of Enrollment Services**:

- A completed application for admission signed by the Student;
- Required signatures from Student and parent or legal guardian of the Student.
- The Student must have an official copy of his/her high school transcript forwarded to the Office of Enrollment Services.
- The Student must have a 3.00 ("B") average on high school work completed. Since some students may excel in a particular area of study but may not have a 3.00 average, an exception to this condition may be made at the recommendation of the High School guidance counselors or principal and the teacher in the Student's area of interest.
- Students wishing to receive the Dual Enrollment Grant, administered by the Tennessee Student Assistance Corporation (TSAC), must complete the online Dual Enrollment Grant Application available at www.collegepaystn.com. Students who do not apply for the Dual Enrollment Grant to assist with their tuition will be responsible for paying the cost of tuition as well as any other costs associated with the Dual Enrollment Course to DSCC.
- Requested Dual Enrollment Courses must be chosen by the Student in consultation with the High School guidance counselor and the Office of Enrollment Services so as to supplement

the high school program and ensure academic success.

- Dual Enrollment Courses taken while enrolled in high school will count as regular college credit upon graduation from high school.
- Students will not be permitted to enroll in a Dual Enrollment mathematics or English class unless ACT scores indicate that college-level placement in mathematics and/or English is warranted.

In order to remain eligible to participate in Dual Enrollment Courses, Students must maintain a cumulative GPA of at least 2.0 in the Dual Enrollment Course(s) that the Student is taking in order to register for subsequent Dual Enrollment Courses. Exceptions must be submitted in writing to the Institution's **Vice President for Academic Affairs and Student Success.**

Dual Enrollment Courses may be held on the campus of the Institution or the High School as mutually agreed to by the parties.

A. RESPONSIBILITIES OF THE PARTIES

A.1 The Institution:

- Is responsible for ensuring that a qualified faculty or adjunct faculty member with a Master's degree and eighteen (18) graduate level hours in the teaching area is the instructor for the Dual Enrollment Course.
- Will provide a mandatory orientation session on the main campus or via videoconference for all adjunct faculty.
- Reserves the right to schedule an observation of all Dual Enrollment Courses held on the campus(es) of the High School by the Institution's Dean or faculty mentor at any time to ensure that Institution's expectations for the quality of the Dual Enrollment Course are met.
- Will initially classify Students enrolled in a Dual Enrollment Course as non-degree seeking. However, upon high school graduation or GED completion, the Dual Enrollment Course credit(s) may be applied toward an appropriate college-degree program so long as regular admissions requirements are met.
- Will adhere to High School's standard operating procedures for the reservation and utilization of school equipment for all Dual Enrollment Courses operated on the High School's campus.
- May require that the High School maintain science and computer laboratories and equipment appropriate and compatible for delivery of a Dual Enrollment Course held on the High School's campus.
- May cancel any Dual Enrollment Course with enrollment insufficient to cover Institution's expenses, so long as no invoices are sent to High School for such Dual Enrollment Course.
- On the schedule requested by High School, provide to High School for all Students completed grade reporting sheets and attendance reporting sheets.

A.2 The High School shall:

- Award high school graduation credit(s) for each Dual Enrollment Course successfully completed.
- Provide appropriate classroom space and instructional equipment, as determined by the Institution, for Dual Enrollment Courses offered on the High School campus.

- Pursuant to 0520-1-3-.06(4) (c) 1. of Tennessee Board of Education Rules, Regulations, and Minimum Standards for the Governance of Tennessee Public School (1994), retain the right to observe and supervise instruction, which is conducted on the High School campus during regular school hours.
- Agree to follow the Institution's academic calendar for all Dual Enrollment Courses if requested by the Institution.
- Provide Institution with any grade reporting sheets or attendance reporting sheets that Institution will be requested to complete for Students.
- Ensure that each Student applies for the Dual Enrollment Lottery Grant and any other Tennessee Student Assistance Corporation ("TSAC") grants available to pay for Dual Enrollment Courses prior to the deadlines set by TSAC.
- Not permit any Student to enroll in a Dual Enrollment Course unless that Student has either (i) provided to High School health information that establishes that the Student has complied with the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices or (ii) provided to High School documentation that meets the requirements of Rule 0140-02-09-.03 of the Tennessee Board of Regents regarding exemptions from vaccination requirements.
- Ensure that Students enrolling in a nursing, laboratory or allied health profession Dual Enrollment Course are aware of the need to comply with immunization requirements of entities providing clinical experiences associated with such courses.
- Ensure that each Student completes a waiver form indicating that the Student has received detailed information about (i) the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices and the availability and effectiveness of the recommended vaccines and (ii) the risk factors for hepatitis B infection and the availability and effectiveness of vaccine for persons who are at risk of the disease.

A.3. The Institution and the High School shall:

- Each designate a coordinator to provide oversight of details and distribute general program information and necessary forms to Students.
- Jointly determine the Dual Enrollment Courses to be offered, subject to Institution's staffing and scheduling limitations and any enrollment or financial limitations.
- Provide appropriate information to the Students regarding Dual Enrollment Lottery Grant, Middle College Scholarship and any other TSAC grants available to pay for Dual Enrollment Courses.

AGREEMENT TERM:

- B.1. Term. This Agreement shall be effective for the period of no more than one (1) year, commencing on July 1, 2023 and ending on June 30, 2024.
- B.2. Term Extension. The parties may agree to extend the term of this Agreement for additional periods of time not to exceed five (5) years in length, so long as an amendment extending the term of this Agreement is executed prior to the expiration date of this Agreement.

C. FACULTY/COSTS

- C.1. Instructors for the Dual Enrollment Courses shall be subject to the approval of both parties and will adhere to Institution's policies regarding academic standards and documentation of attendance and grades. The Institution reserves the right to replace any Dual Enrollment Course instructor provided by the High School for non-performance

and/or violation of Institution policies and guidelines. The parties will promptly enter into an amendment of this Agreement if the replacement results in the Institution then being responsible for compensating the instructor of the affected Dual Enrollment Course. The parties agree that the primary employer of a Dual Enrollment Course instructor (Institution or High School) shall be responsible to arrange and compensate, if required, a substitute in the event that the instructor will be absent for a class meeting.

- C.2. In the event the instructor is provided and compensated by the Institution, such compensation will be based upon applicable Institution policies as to Institution faculty.
- C.3. In the event the instructor is provided and directly compensated by the High School, such compensation will be based upon applicable High School policies and no funds shall be due to the High School from the Institution unless otherwise specified in Section C.6 below. This does not prevent the Institution from entering into separate agreements with instructors who are also employees of the High School to engage such instructors as adjuncts.
- C.4. All costs associated with enrollment of Students in Dual Enrollment Courses that not covered by amounts received under the Tennessee Dual Enrollment Lottery Grant, Middle College Scholarship, or any other TSAC grant intended to pay for the costs of a particular Student's enrollment in a Dual Enrollment Course (collectively, "Grant Monies") shall be the responsibility of the Student or Student's parent or legal guardian. Institution shall invoice Students or the Student's parent or legal guardian in accordance with the terms of the enrollment agreement documents between the parties. The costs shall be as set forth in Sections C.5. and C.6.
- C.5. For Dual Enrollment Courses held at Institution's facilities, the per Student cost per Dual Enrollment Course shall be equal to the per student cost that the Institution has set as the per student cost for enrollment in such course by other students of the Institution (the "Institution's Class Cost"). The Institution's Class Cost includes the cost of providing the instructor, classroom space, all maintenance and mandatory fees, textbooks and other class materials. The Institution's Class Cost will not include any fees that the Tennessee Higher Education Commission has determined may not be charged for Dual Enrollment Courses. The parties acknowledge that the per student enrollment cost for each course the Institution offers, and all fees are approved by TBR and available for review by High School upon request
- C.6. For Dual Enrollment Courses held at High School's facilities, the per Student cost per Dual Enrollment Course shall be equal to the Grant monies received or that would have been received for such Student if the Student had been awarded Grant Monies.

If other costs are anticipated to be incurred by Institution in connection with the Dual Enrollment Course, such as for supplies, Institution will obtain High School's written approval of such costs prior to invoicing High School for the same.

- C.7. In the event that a Student drops a Dual Enrollment Course by the Institution's Drop/Add Deadline, Grant Monies will be returned to TSAC in accordance with Institution and TSAC policies.

D. TERMS AND CONDITIONS:

- D.1. Required Approvals. The Institution is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.

- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.
- D.3. Performance. Each party agrees to work in good faith to achieve the objectives of this Agreement.
- D.4. Termination. Either party may terminate this Agreement with or without cause for any reason by providing written notice to the other party. However, in no event shall termination be effective until the end of the academic year then in progress.
- D.5. Nondiscrimination. Each party hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either party on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.
- D.6. State and Federal Compliance. Each party shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) (collectively, the "Laws"). Each party agrees that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose unless permitted by the Laws or necessary in order to comply with this Agreement. For purposes of clarity, the parties acknowledge that Students enrolled in Dual Enrollment Courses are students of both the Institution and the High School with educational records created by the instructors of such Dual Enrollment Courses being records of both the Institution and the High School. The parties further acknowledge that the Laws applicable to educational records held by the Institution differ from those applicable to educational records held by the High School and agree that the Laws applicable to educational records held by the Institution shall apply only to the Institution, and the Laws applicable to educational records held by the High School shall apply only to the High School. The personally identifiable information may not be disclosed or re-disclosed by either party to any but the other party without prior written consent of the Student, the parent or legal guardian of the Student, or as otherwise permitted by FERPA or this Agreement.
- D.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- D.8. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.9. Communications and Contacts.

The Institution:

Dr. Amy Johnson, Interim Vice President for Academic Affairs & Student Success
Dyersburg State Community College
1510 Lake Road
Dyersburg, TN 38024
731-286-3398

The High School:
Dr. Michele Webb, Principal
Henry County High School
315 South Wilson St.
Paris, TN 38242
(731) 642-5232
(731) 642-5240

- D.10. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
- D.11. Liability. Institution is a public institution of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee Board of Regents. As a state entity, its liability arising from performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under T. C. A. §§ 9-8-101 through 9-8-407. The High School is a political subdivision of the state and, as, such its liability for injuries which may result from its performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, §§ T. C. A. 29-20-201, et seq.

Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.

IN WITNESS WHEREOF:

Henry County High School:

DocuSigned by:

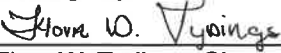

 Leah Watkins, Director of Schools
 Date 2023-07-05 | 10:29 AM CDT

Dyersburg State Community College

DocuSigned by:

 Dr. Scott Cook, President
 Date 2023-07-05 | 10:47 AM CDT

TENNESSEE BOARD OF REGENTS:

DocuSigned by:

 Flora W. Tydings, Chancellor

 Date 2023-07-05 | 10:55 AM CDT

**Dual Enrollment Agreement for Community Colleges
Between
Dyersburg State Community College
and
Dyersburg High School**

This Dual Enrollment Agreement ("Agreement"), by and between Dyersburg State Community College ("Institution") and Dyersburg High School ("High School"), is for the purpose of providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), as further defined herein.

OVERVIEW

In accordance with the guidelines and policies set forth by the Tennessee Higher Education Commission and Tennessee Board of Regents ("TBR") Policy 2:03:00:00, and the procedures established by Institution, Institution desires to provide eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s) (each a "Dual Enrollment Course"). Dual Enrollment Courses include courses taken as part of a "Middle College" program of study where the high school students work to obtain an associate's degree while concurrently earning a high school diploma.

Dual Enrollment Courses must be:

- Listed in the Institution's catalog and use the course syllabus, including outcomes and requirements, and text and materials approved by the respective Institution department.
- Courses may be offered as on-ground, traditional courses, by Zoom, or on-line. Class size shall not exceed the capacity limit as set by the Institution. Exceptions shall be approved by the Vice President for the Institution.

Eligible students ("Students") must be enrolled as 11th, or 12th grade students in a Tennessee public or nonpublic secondary school, or in a home education program. In order to enroll in a specific Dual Enrollment Course, Students must meet the course's specific placement requirements as determined by the Institution.

In order to participate in a Dual Enrollment Course, Students must submit the following to the **DSCC Office of Enrollment Services**:

- A completed application for admission signed by the Student;
- Required signatures from Student and parent or legal guardian of the Student.
- The Student must have an official copy of his/her high school transcript forwarded to the Office of Enrollment Services.
- The Student must have a 3.00 ("B") average on high school work completed. Since some students may excel in a particular area of study but may not have a 3.00 average, an exception to this condition may be made at the recommendation of the High School guidance counselors or principal and the teacher in the Student's area of interest.
- Students wishing to receive the Dual Enrollment Grant, administered by the Tennessee Student Assistance Corporation (TSAC), must complete the online Dual Enrollment Grant Application available at www.collegepaystn.com. Students who do not apply for the Dual Enrollment Grant to assist with their tuition will be responsible for paying the cost of tuition as well as any other costs associated with the Dual Enrollment Course to DSCC.
- Requested Dual Enrollment Courses must be chosen by the Student in consultation with the High School guidance counselor and the Office of Enrollment Services so as to supplement

- the high school program and ensure academic success.
- Dual Enrollment Courses taken while enrolled in high school will count as regular college credit upon graduation from high school.
- Students will not be permitted to enroll in a Dual Enrollment mathematics or English class unless ACT scores indicate that college-level placement in mathematics and/or English is warranted.

In order to remain eligible to participate in Dual Enrollment Courses, Students must maintain a cumulative GPA of at least 2.0 in the Dual Enrollment Course(s) that the Student is taking in order to register for subsequent Dual Enrollment Courses. Exceptions must be submitted in writing to the Institution's **Vice President for Academic Affairs and Student Services**.

Dual Enrollment Courses may be held on the campus of the Institution or the High School as mutually agreed to by the parties.

A. **RESPONSIBILITIES OF THE PARTIES**

A.1 The Institution:

- Is responsible for ensuring that a qualified faculty or adjunct faculty member with a Master's degree and eighteen (18) graduate level hours in the teaching area is the instructor for the Dual Enrollment Course.
- Will provide a mandatory orientation session on the main campus or via videoconference for all adjunct faculty.
- Reserves the right to schedule an observation of all Dual Enrollment Courses held on the campus(es) of the High School by the Institution's Dean or faculty mentor at any time to ensure that Institution's expectations for the quality of the Dual Enrollment Course are met.
- Will initially classify Students enrolled in a Dual Enrollment Course as non-degree seeking. However, upon high school graduation or GED completion, the Dual Enrollment Course credit(s) may be applied toward an appropriate college-degree program so long as regular admissions requirements are met.
- Will adhere to High School's standard operating procedures for the reservation and utilization of school equipment for all Dual Enrollment Courses operated on the High School's campus.
- May require that the High School maintain science and computer laboratories and equipment appropriate and compatible for delivery of a Dual Enrollment Course held on the High School's campus.
- May cancel any Dual Enrollment Course with enrollment insufficient to cover Institution's expenses, so long as no invoices are sent to High School for such Dual Enrollment Course.
- On the schedule requested by High School, provide to High School for all Students completed grade reporting sheets and attendance reporting sheets.

A.2. The High School shall:

- Award high school graduation credit(s) for each Dual Enrollment Course successfully completed.
- Provide appropriate classroom space and instructional equipment, as determined by the Institution, for Dual Enrollment Courses offered on the High School campus.

- Pursuant to 0520-1-3-.06(4) (c) 1. of Tennessee Board of Education Rules, Regulations, and Minimum Standards for the Governance of Tennessee Public School (1994), retain the right to observe and supervise instruction, which is conducted on the High School campus during regular school hours.
- Agree to follow the Institution's academic calendar for all Dual Enrollment Courses if requested by the Institution.
- Provide Institution with any grade reporting sheets or attendance reporting sheets that Institution will be requested to complete for Students.
- Ensure that each Student applies for the Dual Enrollment Lottery Grant and any other Tennessee Student Assistance Corporation ("TSAC") grants available to pay for Dual Enrollment Courses prior to the deadlines set by TSAC.
- Not permit any Student to enroll in a Dual Enrollment Course unless that Student has either (i) provided to High School health information that establishes that the Student has complied with the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices or (ii) provided to High School documentation that meets the requirements of Rule 0140-02-09-.03 of the Tennessee Board of Regents regarding exemptions from vaccination requirements.
- Ensure that Students enrolling in a nursing, laboratory or allied health profession Dual Enrollment Course are aware of the need to comply with immunization requirements of entities providing clinical experiences associated with such courses.
- Ensure that each Student completes a waiver form indicating that the Student has received detailed information about (i) the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices and the availability and effectiveness of the recommended vaccines and (ii) the risk factors for hepatitis B infection and the availability and effectiveness of vaccine for persons who are at risk of the disease.

A.3. The Institution and the High School shall:

- Each designate a coordinator to provide oversight of details and distribute general program information and necessary forms to Students.
- Jointly determine the Dual Enrollment Courses to be offered, subject to Institution's staffing and scheduling limitations and any enrollment or financial limitations.
- Provide appropriate information to the Students regarding Dual Enrollment Lottery Grant, Middle College Scholarship and any other TSAC grants available to pay for Dual Enrollment Courses.

AGREEMENT TERM:

- B.1. Term. This Agreement shall be effective for the period of no more than one (1) year, commencing on July 1, 2023 and ending on June 30, 2024.
- B.2. Term Extension. The parties may agree to extend the term of this Agreement for additional periods of time not to exceed five (5) years in length, so long as an amendment extending the term of this Agreement is executed prior to the expiration date of this Agreement.

C. FACULTY/COSTS

- C.1. Instructors for the Dual Enrollment Courses shall be subject to the approval of both parties and will adhere to Institution's policies regarding academic standards and documentation of attendance and grades. The Institution reserves the right to replace any Dual Enrollment Course instructor provided by the High School for non-performance

and/or violation of Institution policies and guidelines. The parties will promptly enter into an amendment of this Agreement if the replacement results in the Institution then being responsible for compensating the instructor of the affected Dual Enrollment Course. The parties agree that the primary employer of a Dual Enrollment Course instructor (Institution or High School) shall be responsible to arrange and compensate, if required, a substitute in the event that the instructor will be absent for a class meeting.

- C.2. In the event the instructor is provided and compensated by the Institution, such compensation will be based upon applicable Institution policies as to Institution faculty.
- C.3. In the event the instructor is provided and directly compensated by the High School, such compensation will be based upon applicable High School policies and no funds shall be due to the High School from the Institution unless otherwise specified in Section C.6 below. This does not prevent the Institution from entering into separate agreements with instructors who are also employees of the High School to engage such instructors as adjuncts.
- C.4. All costs associated with enrollment of Students in Dual Enrollment Courses that not covered by amounts received under the Tennessee Dual Enrollment Lottery Grant, Middle College Scholarship, or any other TSAC grant intended to pay for the costs of a particular Student's enrollment in a Dual Enrollment Course (collectively, "Grant Monies") shall be the responsibility of the Student or Student's parent or legal guardian. Institution shall invoice Students or the Student's parent or legal guardian in accordance with the terms of the enrollment agreement documents between the parties. The costs shall be as set forth in Sections C.5. and C.6.
- C.5. For Dual Enrollment Courses held at Institution's facilities, the per Student cost per Dual Enrollment Course shall be equal to the per student cost that the Institution has set as the per student cost for enrollment in such course by other students of the Institution (the "Institution's Class Cost"). The Institution's Class Cost includes the cost of providing the instructor, classroom space, all maintenance and mandatory fees, textbooks and other class materials. The Institution's Class Cost will not include any fees that the Tennessee Higher Education Commission has determined may not be charged for Dual Enrollment Courses. The parties acknowledge that the per student enrollment cost for each course the Institution offers, and all fees are approved by TBR and available for review by High School upon request
- C.6. For Dual Enrollment Courses held at High School's facilities, the per Student cost per Dual Enrollment Course shall be equal to the Grant monies received or that would have been received for such Student if the Student had been awarded Grant Monies.

If other costs are anticipated to be incurred by Institution in connection with the Dual Enrollment Course, such as for supplies, Institution will obtain High School's written approval of such costs prior to invoicing High School for the same.

C.7. In the event that a Student drops a Dual Enrollment Course by the Institution's Drop/Add Deadline, Grant Monies will be returned to TSAC in accordance with Institution and TSAC polices.

D. TERMS AND CONDITIONS:

- D.1. Required Approvals. The Institution is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.

- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.
- D.3. Performance. Each party agrees to work in good faith to achieve the objectives of this Agreement.
- D.4. Termination. Either party may terminate this Agreement with or without cause for any reason by providing written notice to the other party. However, in no event shall termination be effective until the end of the academic year then in progress.
- D.5. Nondiscrimination. Each party hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either party on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.
- D.6. State and Federal Compliance. Each party shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) (collectively, the "Laws"). Each party agrees that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose unless permitted by the Laws or necessary in order to comply with this Agreement. For purposes of clarity, the parties acknowledge that Students enrolled in Dual Enrollment Courses are students of both the Institution and the High School with educational records created by the instructors of such Dual Enrollment Courses being records of both the Institution and the High School. The parties further acknowledge that the Laws applicable to educational records held by the Institution differ from those applicable to educational records held by the High School and agree that the Laws applicable to educational records held by the Institution shall apply only to the Institution, and the Laws applicable to educational records held by the High School shall apply only to the High School. The personally identifiable information may not be disclosed or re-disclosed by either party to any but the other party without prior written consent of the Student, the parent or legal guardian of the Student, or as otherwise permitted by FERPA or this Agreement.
- D.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- D.8. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.9. Communications and Contacts.

The Institution:

Dr. Amy Johnson, Interim Vice President for Academic Affairs & Student Success
Dyersburg State Community College
1510 Lake Road
Dyersburg, TN 38024
731-286-3398

The High School:
Ms. Kamela Rogers, Principal
Dyersburg High School
125 Highway 51 Bypass W
Dyersburg, TN 38024
731-286-3630

D.10. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

D.11. Liability. Institution is a public institution of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee Board of Regents. As a state entity, its liability arising from performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under T. C. A. §§ 9-8-101 through 9-8-407. The High School is a political subdivision of the state and, as, such its liability for injuries which may result from its performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, §§ T. C. A. 29-20-201, et seq.

Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.

IN WITNESS WHEREOF:

Dyersburg High School:

DocuSigned by:

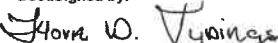

Ms. Kamela Rogers, Principal
2023-06-13 | 10:07 AM CDT
Date

Dyersburg State Community College

DocuSigned by:

Dr. Scott Cook, President
2023-06-13 | 10:17 AM CDT
Date

TENNESSEE BOARD OF REGENTS:

DocuSigned by:

Flora W. Tydings, Chancellor

2023-06-13 | 11:18 AM CDT
Date

**Dual Enrollment Agreement for Community Colleges
Between
Dyersburg State Community College
and
Dyer County High School**

This Dual Enrollment Agreement ("Agreement"), by and between Dyersburg State Community College ("Institution") and Dyer County High School ("High School"), is for the purpose of providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), as further defined herein.

OVERVIEW

In accordance with the guidelines and policies set forth by the Tennessee Higher Education Commission and Tennessee Board of Regents ("TBR") Policy 2:03:00:00, and the procedures established by Institution, Institution desires to provide eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s) (each a "Dual Enrollment Course"). Dual Enrollment Courses include courses taken as part of a "Middle College" program of study where the high school students work to obtain an associate's degree while concurrently earning a high school diploma.

Dual Enrollment Courses must be:

- Listed in the Institution's catalog and use the course syllabus, including outcomes and requirements, and text and materials approved by the respective Institution department.
- Courses may be offered as on-ground, traditional courses, by Zoom, or on-line. Class size shall not exceed the capacity limit as set by the college. Exceptions shall be approved by the Vice President for the college.

Eligible students ("Students") must be enrolled as 11th, or 12th grade students in a Tennessee public or nonpublic secondary school, or in a home education program. In order to enroll in a specific Dual Enrollment Course, Students must meet the course's specific placement requirements as determined by the Institution.

In order to participate in a Dual Enrollment Course, Students must submit the following to the DSCC Office of Enrollment Services:

- A completed application for admission signed by the Student;
- Required signatures from Student and parent or legal guardian of the Student.
- The student must have an official copy of their high school transcript forwarded to the Office of Enrollment Services.
- The student must have a 3.00 ("B") average on high school work completed. Since some students may excel in a particular area of study but may not have a 3.00 average, an exception to this condition may be made at the recommendation of the high school guidance counselors or principal and the teacher in the student's area of interest.
- Students wishing to receive the Dual Enrollment Grant, administered by the Tennessee Student Assistance Corporation (TSAC), must complete the online Dual Enrollment Grant Application available at www.collegepaystn.com. Students who do not apply for the Dual Enrollment Grant to assist with their tuition will be responsible for paying the amount of the grant as well as any remaining balance to DSCC.

- Requested Dual Enrollment Courses must be chosen by the Student in consultation with the High School guidance counselor and the Office of Enrollment Services so as to supplement the high school program and ensure academic success.
- Dual Enrollment Courses taken while enrolled in high school will count as regular college credit upon graduation from high school.
- Students will not be permitted to enroll in a Dual Enrollment mathematics or English class unless they meet course prerequisites.

In order to remain eligible to participate in Dual Enrollment Courses, Students must maintain a cumulative GPA of at least 2.00 in the Dual Enrollment Course(s) that the Student is taking in order to register for subsequent Dual Enrollment Courses. Exceptions must be submitted in writing to the Institution's Vice President for the Institution.

In order to participate in a "Middle College" program of study, Students must submit the following to the DSCC Office of Enrollment Services:

- A completed application for admission signed by the Student;
- Required signatures from Student and parent or legal guardian of the Student.
- The Student must receive high school approval from a High School official.
- The Student must have an official copy of their high school transcript forwarded to the Office of Enrollment Services.
- The Student must have a 3.00 ("B") average on high school work completed.
- Students must complete the online Middle College Scholarship Application available at www.collegepaystn.com.
- Requested Dual Enrollment Courses must be chosen by the Student in consultation with the High School guidance counselor and the Office of Enrollment Services so as to supplement the high school program and ensure academic success.
- Dual Enrollment Courses taken while enrolled in high school will count as regular college credit upon graduation from high school.
- Students will not be permitted to enroll in a Dual Enrollment mathematics or English class unless they meet course prerequisites.
- Students must maintain full-time enrollment for each semester at the Institution.

In order to remain eligible to participate in a "Middle College" program of study, Students must maintain a cumulative GPA of at least 3.00 in the Dual Enrollment Course(s) that the Student is taking in order to register for subsequent Dual Enrollment Courses. Exceptions must be submitted in writing to the Institution's Vice President for the Institution.

Dual Enrollment Courses may be held on the campus of the Institution or the High School as mutually agreed to by the parties.

A. RESPONSIBILITIES OF THE PARTIES

A.1 The Institution:

- Is responsible for ensuring that a qualified faculty or adjunct faculty member with a Master's degree and eighteen (18) graduate level hours in the teaching area is the instructor for the Dual Enrollment Course.
- Will provide a mandatory orientation session on the main campus or via videoconference for all adjunct faculty.
- Reserves the right to schedule an observation of all Dual Enrollment Courses held on the campus(es) of the High School by the Institution's Dean or faculty mentor at any time to ensure that Institution's expectations for the quality of the Dual Enrollment Course are met.

- Will initially classify Students enrolled in a Dual Enrollment Course as non-degree seeking. However, upon high school graduation or GED completion, the Dual Enrollment Course credit(s) may be applied toward an appropriate college-degree program so long as regular admissions requirements are met.
- Will adhere to High School's standard operating procedures for the reservation and utilization of school equipment for all Dual Enrollment Courses operated on the High School's campus.
- May require that the High School maintain science and computer laboratories and equipment appropriate and compatible for delivery of a Dual Enrollment Course held on the High School's campus.
- May cancel any Dual Enrollment Course with enrollment insufficient to cover Institution's expenses, so long as no invoices are sent to High School for such Dual Enrollment Course.
- On the schedule requested by High School, provide to High School for all Students completed grade reporting sheets and attendance reporting sheets.

A.2. The High School shall:

- Award high school graduation credit(s) for each Dual Enrollment Course successfully completed.
- Provide appropriate classroom space and instructional equipment, as determined by the Institution, for Dual Enrollment Courses offered on the High School campus.
- Pursuant to 0520-1-3-.06(4) (c) 1. of Tennessee Board of Education Rules, Regulations, and Minimum Standards for the Governance of Tennessee Public School (1994), retain the right to observe and supervise instruction, which is conducted on the High School campus during regular school hours.
- Agree to follow the Institution's academic calendar for all Dual Enrollment Courses if requested by the Institution.
- Provide Institution with any grade reporting sheets or attendance reporting sheets that Institution will be requested to complete for Students.
- Ensure that each Student applies for the Dual Enrollment Lottery Grant and any other Tennessee Student Assistance Corporation ("TSAC") grants available to pay for Dual Enrollment Courses prior to the deadlines set by TSAC.
- Not permit any Student to enroll in a Dual Enrollment Course unless that Student has either (i) provided to High School health information that establishes that the Student has complied with the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices or (ii) provided to High School documentation that meets the requirements of Rule 0140-02-09-.03 of the Tennessee Board of Regents regarding exemptions from vaccination requirements.
- Ensure that Students enrolling in a nursing, laboratory or allied health profession Dual Enrollment Course are aware of the need to comply with immunization requirements of entities providing clinical experiences associated with such courses.
- Ensure that each Student completes a waiver form indicating that the Student has received detailed information about (i) the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices and the availability and effectiveness of the recommended vaccines and (ii) the risk factors for hepatitis B infection and the availability and effectiveness of vaccine for persons who are at risk of the disease.

A.3. The Institution and the High School shall:

- Each designate a coordinator to provide oversight of details and distribute general program information and necessary forms to Students.
- Jointly determine the Dual Enrollment Courses to be offered, subject to Institution's staffing and scheduling limitations and any enrollment or financial limitations.
- Provide appropriate information to the Students regarding Dual Enrollment Lottery Grant, Middle College Scholarship and any other TSAC grants available to pay for Dual Enrollment Courses.

AGREEMENT TERM:

B.1. Term. This Agreement shall be effective for the period of no more than one (1) year, commencing on July 1, 2023 and ending on June 30, 2024.

B.2. Term Extension. The parties may agree to extend the term of this Agreement for additional periods of time not to exceed five (5) years in length, so long as an amendment extending the term of this Agreement is executed prior to the expiration date of this Agreement.

C. FACULTY/COSTS

C.1. Instructors for the Dual Enrollment Courses shall be subject to the approval of both parties and will adhere to Institution's policies regarding academic standards and documentation of attendance and grades. The Institution reserves the right to replace any Dual Enrollment Course instructor provided by the High School for non-performance and/or violation of Institution policies and guidelines. The parties will promptly enter into an amendment of this Agreement if the replacement results in the Institution then being responsible for compensating the instructor of the affected Dual Enrollment Course. The parties agree that the primary employer of a Dual Enrollment Course instructor (Institution or High School) shall be responsible to arrange and compensate, if required, a substitute in the event that the instructor will be absent for a class meeting.

C.2. In the event the instructor is provided and compensated by the Institution, such compensation will be based upon applicable Institution policies as to Institution faculty.

C.3. In the event the instructor is provided and directly compensated by the High School, such compensation will be based upon applicable High School policies and no funds shall be due to the High School from the Institution unless otherwise specified in Section C.6 below. This does not prevent the Institution from entering into separate agreements with instructors who are also employees of the High School to engage such instructors as adjuncts.

C.4. Intentionally deleted.

C.5. For all Dual Enrollment Courses all costs associated with enrollment of Students in Dual Enrollment Courses that not covered by amounts received under the Tennessee Dual Enrollment Lottery Grant, Middle College Scholarship, or any other TSAC grant intended to pay for the costs of a particular Student's enrollment in a Dual Enrollment Course (collectively, "Grant Monies") shall be the responsibility of the Student or Student's parent or legal guardian. Institution shall invoice Students or the Student's parent or legal guardian in accordance with the terms of the enrollment agreement documents between the parties.

C.6. Intentionally Deleted.

- C.7. In the event that a Student drops a Dual Enrollment Course by the Institution's Drop/Add Deadline, Grant Monies will be returned to TSAC in accordance with Institution and TSAC policies. Payments sponsored by third parties will be returned in accordance with Institutional refund policies.
- D. TERMS AND CONDITIONS:
- D.1. Required Approvals. The Institution is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.
- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.
- D.3. Performance. Each party agrees to work in good faith to achieve the objectives of this Agreement.
- D.4. Termination. Either party may terminate this Agreement with or without cause for any reason by providing written notice to the other party. However, in no event shall termination be effective until the end of the academic year then in progress.
- D.5. Nondiscrimination. Each party hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either party on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.
- D.6. State and Federal Compliance. Each party shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) (collectively, the "Laws"). Each party agrees that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose unless permitted by the Laws or necessary in order to comply with this Agreement. For purposes of clarity, the parties acknowledge that Students enrolled in Dual Enrollment Courses are students of both the Institution and the High School with educational records created by the instructors of such Dual Enrollment Courses being records of both the Institution and the High School. The parties further acknowledge that the Laws applicable to educational records held by the Institution differ from those applicable to educational records held by the High School and agree that the Laws applicable to educational records held by the Institution shall apply only to the Institution, and the Laws applicable to educational records held by the High School shall apply only to the High School. The personally identifiable information may not be disclosed or re-disclosed by either party to any but the other party without prior written consent of the Student, the parent or legal guardian of the Student, or as otherwise permitted by FERPA or this Agreement.
- D.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- D.8. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.9. Communications and Contacts.

The Institution:

Dr. Amy Johnson, Interim Vice President for Academic Affairs & Student Success
Dyersburg State Community College
1510 Lake Road
Dyersburg, TN 38024
731-286-3322

The High School:

Ms. Laura Brimm, Principal
Dyer County High School
1000 West Main Street
Newbern, TN 38059
731-627-2229

- D.10. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
- D.11. Liability. Institution is a public institution of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee Board of Regents. As a state entity, its liability arising from performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under T. C. A. §§ 9-8-101 through 9-8-407. The High School is a political subdivision of the state and, as such its liability for injuries which may result from its performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, §§ T. C. A. 29-20-201, et seq.

Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.

IN WITNESS WHEREOF:

Dyer County High School:

DocuSigned by:

 Ms. Laura Brimm, Principal
 2023-05-22 | 9:08 AM CDT
 Date

Dyersburg State Community College:

DocuSigned by:

 Dr. Scott Cook, President
 2023-05-22 | 10:09 AM CDT
 Date

TENNESSEE BOARD OF REGENTS:

DocuSigned by:

 Flora W. Tydings, Chancellor

 2023-05-22 | 10:15 AM CDT
 Date

**Dual Enrollment Agreement for Community Colleges
Between
Dyersburg State Community College
and
Lauderdale County School System**

This Dual Enrollment Agreement ("Agreement"), by and between Dyersburg State Community College ("Institution") and Lauderdale County Schools ("High School"), is for the purpose of providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), as further defined herein.

OVERVIEW

In accordance with the guidelines and policies set forth by the Tennessee Higher Education Commission and Tennessee Board of Regents ("TBR") Policy 2:03:00:00, and the procedures established by Institution, Institution desires to provide eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s) (each a "Dual Enrollment Course"). Dual Enrollment Courses include courses taken as part of a "Middle College" program of study where the high school students work to obtain an associate's degree while concurrently earning a high school diploma.

Dual Enrollment Courses must be:

- Listed in the Institution's catalog and use the course syllabus, including outcomes and requirements, and text and materials approved by the respective Institution department.
- Courses may be offered as on-ground, traditional courses, by Zoom, or on-line. Class size shall not exceed the capacity limit as set by the college. Exceptions shall be approved by the Vice President for the college.

Eligible students ("Students") must be enrolled as 11th, or 12th grade students in a Tennessee public or nonpublic secondary school, or in a home education program. In order to enroll in a specific Dual Enrollment Course, Students must meet the course's specific placement requirements as determined by the Institution.

In order to participate in a Dual Enrollment Course, Students must submit the following to the DSCC Office of Enrollment Services:

- A completed application for admission signed by the Student;
- Required signatures from Student and parent or legal guardian of the Student.
- The student must have an official copy of their high school transcript forwarded to the Office of Enrollment Services.
- The student must have a 3.00 ("B") average on high school work completed. Since some students may excel in a particular area of study but may not have a 3.00 average, an exception to this condition may be made at the recommendation of the high school guidance counselors or principal and the teacher in the student's area of interest.
- Students wishing to receive the Dual Enrollment Grant, administered by the Tennessee Student Assistance Corporation (TSAC), must complete the online Dual Enrollment Grant Application available at www.collegepaystn.com. Students who do not apply for the Dual Enrollment Grant to assist with their tuition will be responsible for paying the amount of the grant as well as any remaining balance to DSCC.

- Requested Dual Enrollment Courses must be chosen by the Student in consultation with the High School guidance counselor and the Office of Enrollment Services so as to supplement the high school program and ensure academic success.
- Dual Enrollment Courses taken while enrolled in high school will count as regular college credit upon graduation from high school.
- Students will not be permitted to enroll in a Dual Enrollment mathematics or English class unless they meet course prerequisites.

In order to remain eligible to participate in Dual Enrollment Courses, Students must maintain a cumulative GPA of at least 2.00 in the Dual Enrollment Course(s) that the Student is taking in order to register for subsequent Dual Enrollment Courses. Exceptions must be submitted in writing to the Institution's Vice President for the Institution.

In order to participate in a "Middle College" program of study, Students must submit the following to the DSCC Office of Enrollment Services:

- A completed application for admission signed by the Student;
- Required signatures from Student and parent or legal guardian of the Student.
- The Student must receive high school approval from a High School official.
- The Student must have an official copy of their high school transcript forwarded to the Office of Enrollment Services.
- The Student must have a 3.00 ("B") average on high school work completed.
- Students must complete the online Middle College Scholarship Application available at www.collegepaystn.com.
- Requested Dual Enrollment Courses must be chosen by the Student in consultation with the High School guidance counselor and the Office of Enrollment Services so as to supplement the high school program and ensure academic success.
- Dual Enrollment Courses taken while enrolled in high school will count as regular college credit upon graduation from high school.
- Students will not be permitted to enroll in a Dual Enrollment mathematics or English class unless they meet course prerequisites.
- Students must maintain full-time enrollment for each semester at the Institution.

In order to remain eligible to participate in a "Middle College" program of study, Students must maintain a cumulative GPA of at least 3.00 in the Dual Enrollment Course(s) that the Student is taking in order to register for subsequent Dual Enrollment Courses. Exceptions must be submitted in writing to the Institution's Vice President for the Institution.

Dual Enrollment Courses may be held on the campus of the Institution or the High School as mutually agreed to by the parties.

A. RESPONSIBILITIES OF THE PARTIES

A.1 The Institution:

- Is responsible for ensuring that a qualified faculty or adjunct faculty member with a Master's degree and eighteen (18) graduate level hours in the teaching area is the instructor for the Dual Enrollment Course.
- Will provide a mandatory orientation session on the main campus or via videoconference for all adjunct faculty.
- Reserves the right to schedule an observation of all Dual Enrollment Courses held on the campus(es) of the High School by the Institution's Dean or faculty mentor at any time to ensure that Institution's expectations for the quality of the Dual Enrollment Course are met.

- Will initially classify Students enrolled in a Dual Enrollment Course as non-degree seeking. However, upon high school graduation or GED completion, the Dual Enrollment Course credit(s) may be applied toward an appropriate college-degree program so long as regular admissions requirements are met.
- Will adhere to High School's standard operating procedures for the reservation and utilization of school equipment for all Dual Enrollment Courses operated on the High School's campus.
- May require that the High School maintain science and computer laboratories and equipment appropriate and compatible for delivery of a Dual Enrollment Course held on the High School's campus.
- May cancel any Dual Enrollment Course with enrollment insufficient to cover Institution's expenses, so long as no invoices are sent to High School for such Dual Enrollment Course.
- On the schedule requested by High School, provide to High School for all Students completed grade reporting sheets and attendance reporting sheets.

A.2. The High School shall:

- Award high school graduation credit(s) for each Dual Enrollment Course successfully completed.
- Provide appropriate classroom space and instructional equipment, as determined by the Institution, for Dual Enrollment Courses offered on the High School campus.
- Pursuant to 0520-1-3-.06(4) (c) 1. of Tennessee Board of Education Rules, Regulations, and Minimum Standards for the Governance of Tennessee Public School (1994), retain the right to observe and supervise instruction, which is conducted on the High School campus during regular school hours.
- Agree to follow the Institution's academic calendar for all Dual Enrollment Courses if requested by the Institution.
- Provide Institution with any grade reporting sheets or attendance reporting sheets that Institution will be requested to complete for Students.
- Ensure that each Student applies for the Dual Enrollment Lottery Grant and any other Tennessee Student Assistance Corporation ("TSAC") grants available to pay for Dual Enrollment Courses prior to the deadlines set by TSAC.
- Not permit any Student to enroll in a Dual Enrollment Course unless that Student has either (i) provided to High School health information that establishes that the Student has complied with the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices or (ii) provided to High School documentation that meets the requirements of Rule 0140-02-09-.03 of the Tennessee Board of Regents regarding exemptions from vaccination requirements.
- Ensure that Students enrolling in a nursing, laboratory or allied health profession Dual Enrollment Course are aware of the need to comply with immunization requirements of entities providing clinical experiences associated with such courses.
- Ensure that each Student completes a waiver form indicating that the Student has received detailed information about (i) the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices and the availability and effectiveness of the recommended vaccines and (ii) the risk factors for hepatitis B infection and the availability and effectiveness of vaccine for persons who are at risk of the disease.

A.3. The Institution and the High School shall:

- Each designate a coordinator to provide oversight of details and distribute general program information and necessary forms to Students.
- Jointly determine the Dual Enrollment Courses to be offered, subject to Institution's staffing and scheduling limitations and any enrollment or financial limitations.
- Provide appropriate information to the Students regarding Dual Enrollment Lottery Grant, Middle College Scholarship and any other TSAC grants available to pay for Dual Enrollment Courses.

AGREEMENT TERM:

- B.1. Term. This Agreement shall be effective for the period of no more than one (1) year, commencing on July 1, 2023 and ending on June 30, 2024.
- B.2. Term Extension. The parties may agree to extend the term of this Agreement for additional periods of time not to exceed five (5) years in length, so long as an amendment extending the term of this Agreement is executed prior to the expiration date of this Agreement.

C. FACULTY/COSTS

- C.1. Instructors for the Dual Enrollment Courses shall be subject to the approval of both parties and will adhere to Institution's policies regarding academic standards and documentation of attendance and grades. The Institution reserves the right to replace any Dual Enrollment Course instructor provided by the High School for non-performance and/or violation of Institution policies and guidelines. The parties will promptly enter into an amendment of this Agreement if the replacement results in the Institution, then being responsible for compensating the instructor of the affected Dual Enrollment Course. The parties agree that the primary employer of a Dual Enrollment Course instructor (Institution or High School) shall be responsible to arrange and compensate, if required, a substitute in the event that the instructor will be absent for a class meeting.
- C.2. In the event the instructor is provided and compensated by the Institution, such compensation will be based upon applicable Institution policies as to Institution faculty.
- C.3. In the event the instructor is provided and directly compensated by the High School, such compensation will be based upon applicable High School policies and no funds shall be due to the High School from the Institution unless otherwise specified in Section C.6 below. This does not prevent the Institution from entering into separate agreements with instructors who are also employees of the High School to engage such instructors as adjuncts.
- C.4. For Dual Enrollment Courses offered in the Middle College program, the High School shall be responsible for all costs of the Institution to provide such Dual Enrollment Courses. Such costs of the Institution shall include but not be limited to, the cost of the instructor, tuition, textbooks, class materials, and fees approved by the Tennessee Higher Education Commission ("THEC Approved Fees").

Institution shall invoice the High School by the Institution's 25% refund period deadline for such costs less all amounts received under the Tennessee Dual Enrollment Lottery Grant, Middle College Scholarship or any other TSAC grant intended to pay for the costs of a particular Student's enrollment in a Dual Enrollment Course (collectively, "Grant Monies"). Invoices shall include the names of all Students enrolled in each Dual Enrollment Course along with any corresponding amount of Grant Monies received on behalf of the students. High School shall remit payment to Institution at the address set forth in Section D.9 within thirty (30) days of receipt of an invoice.

- C.5. For all Dual Enrollment Courses not addressed in Section C.4 above, all costs associated with enrollment of Students in Dual Enrollment Courses that not covered by amounts received under the Tennessee Dual Enrollment Lottery Grant, Middle College Scholarship, or any other TSAC grant intended to pay for the costs of a particular Student's enrollment in a Dual Enrollment Course (collectively, "Grant Monies") shall be the responsibility of the Student or Student's parent or legal guardian. Institution shall invoice Students or the Student's parent or legal guardian in accordance with the terms of the enrollment agreement documents between the parties.
- C.6. Intentionally Deleted.
- C.7. In the event that a Student drops a Dual Enrollment Course by the Institution's Drop/Add Deadline, Grant Monies will be returned to TSAC in accordance with Institution and TSAC polices. Payments sponsored by third parties will be returned in accordance with Institutional refund polices.
- D. TERMS AND CONDITIONS:
- D.1. Required Approvals. The Institution is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.
- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.
- D.3. Performance. Each party agrees to work in good faith to achieve the objectives of this Agreement.
- D.4. Termination. Either party may terminate this Agreement with or without cause for any reason by providing written notice to the other party. However, in no event shall termination be effective until the end of the academic year then in progress.
- D.5. Nondiscrimination. Each party hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either party on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.
- D.6. State and Federal Compliance. Each party shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) (collectively, the "Laws"). Each party agrees that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose unless permitted by the Laws or necessary in order to comply with this Agreement. For purposes of clarity, the parties acknowledge that Students enrolled in Dual Enrollment Courses are students of both the Institution and the High School with educational records created by the instructors of such Dual Enrollment Courses being records of both the Institution and the High School. The parties further acknowledge that the Laws applicable to educational records held by the Institution differ from those applicable to educational records held by the High School and agree that the Laws applicable to educational records held by the Institution shall apply only to the Institution, and the Laws applicable to educational records held by the High School shall apply only to the High School. The personally identifiable information may not be disclosed or re-disclosed by either party to any but the other party without

prior written consent of the Student, the parent or legal guardian of the Student, or as otherwise permitted by FERPA or this Agreement.

- D.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- D.8. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.9. Communications and Contacts.

The Institution:

Dr. Amy Johnson, Interim Vice President for Academic Affairs & Student Success
Dyersburg State Community College
1510 Lake Road
Dyersburg, TN 38024
731-286-3322

The High School:

Mr. Shawn Kimble, Superintendent
Lauderdale County Schools
321 Armory St.
Ripley, TN 38063
731-635-2941

- D.10. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
- D.11. Liability. Institution is a public institution of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee Board of Regents. As a state entity, its liability arising from performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under T. C. A. §§ 9-8-101 through 9-8-407. The High School is a political subdivision of the state and, as, such its liability for injuries which may result from its performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, §§ T. C. A. 29-20-201, et seq.

Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.

IN WITNESS WHEREOF:

Lauderdale County Schools:

DocuSigned by:
Shawn Kimble 2023-05-15 | 12:08 PM CDT
Mr. Shawn Kimble, Superintendent **Date**

Dyersburg State Community College:

DocuSigned by:
Scott Cook 2023-05-15 | 12:16 PM CDT
Dr. Scott Cook, President **Date**

TENNESSEE BOARD OF REGENTS:

DocuSigned by:
Elena W. Tydings ^{DS} *ET* 2023-05-15 | 12:17 PM CDT
Elena W. Tydings, Chancellor **Date**

**DYERSBURG STATE COMMUNITY COLLEGE
CONTRACT ROUTING CONFIRMATION**

Contract With	Northwest TN Workforce Board, Inc.				
Mail to:	ATTN:	Jennifer Bane			
	Street	208 North Mill Ave.			
	City	Dyersburg	State	TN	ZIP 38024
Tax ID or SS #	62-0800930	Contact Name	Jennifer Bane		
Phone #		Email	jbane@nwinworks.org		
Contract Type	Career Services Provider (Title I)				
Catering	_____	Clinical Affiliation	_____		
Personal Services	_____	Software License	_____		
Dual Services	_____	Library License	_____		
Other	_____	Describe	_____		
Title I	X				

BANK REMITTED: 10-30-2023
 SCANNED: 10-31-2023
 VERIFIED: 10-31-2023

new total = \$3,651,787.41
 contract amount \$ 520,000.00

Department	Workforce Services	FOAP	240006	730016	varies	300
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Contract Term	Begin Date	5/31/2023	6/30/2024
Date of Catering Event			
Renewal Options			

Increase staffing budget MOD #10 Amendment to existing grant/contract

Was this contract based on competitive bidding? YES X NO
 If yes, reference # _____ If no and contact is > than \$25,000 provide documentation why this cannot be competitively bid (attach additional sheets if necessary)

Cornie Stewart 10/24/2023
 Banner ID# 00065816: Submitter Signature Date
Cornie Stewart 10/24/2023
 Banner ID# 00065816: Budget Manager Signature Date

STOP! DO NOT COMPLETE ANYTHING BELOW-ADMINISTRATIVE USE ONLY
 Date Received By Administrative Services OCT 24 2023 Contract # C 3256
 (To be completed by Administrative Services)

Review & Approval The contract has been reviewed for compliance with DSCC & TBR policies and is recommended for approval.

Contract Officer Beth Mullins 10/30/2023
 Signature Date
 VP Finance Charlene White 10/30/23
 Signature Date
 President Sm - M 10/31/2023
 Signature Date

CONTRACT MODIFICATION TRANSMITTAL

Contract Number: 2206-2306-CSP-62-0800930-MULTI

Contractor: Dyersburg State Community College
Title I Service Provider

Modification Number: 12

Modification Date: January 1, 2024

This modification is submitted as an amendment to the above referenced contract with Workforce Innovations, Inc. The Contractor agrees that the conditions and narrative of the original contract are still binding except where superseded by written changes contained in this modification.

MODIFICATION JUSTIFICATION

(1) To adjust program budget descriptions and categories through the contract end date of June 30, 2024, or until amended.

	Budget	Modification	New Budget
Staffing & Operational Costs			
Title I Staffing & Operational Costs*	\$ 1,365,000.00		\$ 1,365,000.00
QUEST National Dislocated Worker Grant (10/1/23 - 9/30/26)	\$ 180,000.00		\$ 180,000.00
RESEA Staffing & Operational Costs*	\$ 78,815.73		\$ 78,815.73
Summer Youth Employment Program, Phase 2, Staffing & Operational Costs	\$ 38,400.00	\$ 1,144.61	\$ 39,544.61
GROWWTH Staffing & Operational Costs	\$ 738,782.50		\$ 738,782.50
Total Staffing & Operational Costs	\$ 2,400,998.23	\$ 1,144.61	\$ 2,402,142.84
Direct Participant Costs - Active Contracts*			
QUEST National Dislocated Worker Grant - Effective 10/1/23 - 9/30/26	\$ 112,500.00		\$ 112,500.00
Adult Participant Costs - LWNWF241ADULT24 (Including transitional jobs-not to exceed 10% of budget) Effective 10/1/23 - 6/30/25	\$ 120,000.00	\$ 82,104.90	\$ 202,104.90
Adult Participant Costs - LWNWF231DSLWK23 - Adult Transfer (Including transitional jobs-not to exceed 10% of budget) *must be expended by 6/30/24*	\$ 70,000.00	\$ (70,000.00)	\$ -
Adult Participant Costs - LWNWF231ADULT23 (Including transitional jobs-not to exceed 10% of budget) Effective 10/1/23 - 6/30/24	\$ 141,800.00	\$ (12,104.90)	\$ 129,695.10
Adult / Dislocated Worker Participant Costs - LWNWF221ADSWA22 (Including transitional jobs-not to exceed 10% of budget) Effective 7/1/23 - 6/30/24	\$ 155,000.00		\$ 155,000.00
Dislocated Worker Participant Costs - LWNWF231DSLWK23 (Including transitional jobs-not to exceed 10% of budget) Effective 10/1/23 - 6/30/24	\$ 69,665.00	\$ (41,057.98)	\$ 28,607.02
Dislocated Worker Participant Costs - LWNWF241DSLWK24 (Including transitional jobs-not to exceed 10% of budget) Effective 10/1/23 - 6/30/25	\$ -	\$ 20,000.00	\$ 20,000.00
Youth Participant Costs - LWNWP231YOUTH24* effective 4/1/23 - 6/30/25	\$ 95,615.00		\$ 95,615.00
<i>Maximum to be expended on In-School Youth</i>	\$ 50,000.00		
<i>Minimum to be expended on Work Experience</i>	\$ 50,000.00		\$ -
Youth Participant Costs - LWNWP221YOUTH23* effective 4/1/22 - 6/30/24	\$ 175,000.00		\$ 175,000.00
<i>Minimum to be expended on In-School Youth</i>	\$ 75,000.00		\$ -
<i>Minimum to be expended on Work Experience</i>	\$ 105,000.00		\$ -
Youth Participant Costs - LWNWP211YUSWA22* effective 7/1/23 - 6/30/24	\$ 95,400.00		\$ 95,400.00
Summer Youth Employment Program, Phase 2 (State funding) - LWNWF241SYSWA24 effective 7/1/23 - 8/31/24			
105 participants at \$3,200 per participant	\$ 342,400.00	\$ (5,163.65)	\$ 337,236.35
Direct Participant Costs - Expired Contracts*			
Adult / Dislocated Worker (must track by program and service) - LWNWF211SESWA21 *must be expended by 6/30/23*			
Occupational Skills Training, Supportive Services, and Work Experience / Transitional Jobs	\$ 121,349.00		\$ 121,349.00
RAMP ITA Costs - Gibson County (1 class of 10 students) - LWNWF211SESWA21 *must be expended by 6/30/23*	\$ -		\$ -
Adult Participant Costs - LWNWF221ADULT22 (Including transitional jobs-not to exceed 10% of budget) To be expended by 6/30/23	\$ 200,000.00		\$ 200,000.00
Dislocated Worker Participant Costs - LWNWF221DSLWK22 (\$12,000 on 6/27 + \$133,000 on 10/1) (Including transitional jobs-not to exceed 10% of budget)	\$ 335.00		\$ 335.00

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National Dislocated Worker Grant Participant Costs - LWNWF20ZDRDWG20			
Training Services* - \$165,315.53			
Supportive Services* - \$6,235.47			
effective 7/1/22 - 6/30/23	\$ 130,610.17		\$ 130,610.17
Apprenticeship Participant Costs - LWNWF23IAPSWA23			
Up to \$2,500 per 1st Year Apprentice			
effective 7/1/22 - 6/30/23	\$ 62,500.00		\$ 62,500.00
Justice-involved individuals - LWNWF23IRYSWA23			
Training Services* - \$21,400 (estimated 12 individuals at \$1,783.33 each)			
Supportive Services* - \$1,800 (estimated 12 individuals at \$150 each)			
effective 10/1/22 - 6/30/23	\$ 3,689.42		\$ 3,689.42
Youth Participant Costs - LWNWP201YUSWA21 *			
effective 11/22/22 - 6/30/23	\$ 110,474.73		\$ 110,474.73
Summer Youth Employment Program, Phase I (WIOA funds) - LWNWP211SYSWA22			
effective 5/15/23 - 8/31/23	\$ 44,800.00		\$ 44,800.00
Total Participant Costs	\$ 2,051,138.32	\$ (26,221.63)	\$ 2,024,916.69
Total Budget	\$ 4,452,136.55	\$ (25,077.02)	\$ 4,427,059.53

*adjustments between these line items may be made with written approval of the Executive Director as long as the total budget is not exceeded.

Title I & RESEA Staffing & Operational Costs budget through June 30, 2024, or until amended.

	Original Budget	Modification	New Budget
Salaries	\$ 1,181,053.17	\$ 813.29	\$ 1,181,866.46
Benefits	\$ 383,971.83	\$ 264.40	\$ 384,236.23
Staff Travel / Training	\$ 31,455.00	\$ 21.66	\$ 31,476.66
Operational Cost**	\$ 6,684.06	\$ 4.60	\$ 6,688.66
Program Indirect (18% or less of salaries)	\$ 59,051.68	\$ 40.66	\$ 59,092.34
Total Staffing & Operation Costs (Title I & RESEA)*	\$ 1,662,215.73	\$ 1,144.61	\$ 1,663,360.34

*Adjustments between the programs and line items may be made with written approval of the Executive Director as long as the total budget is not exceeded.

**Operational costs may also include advertising costs.

GROWWTH Staffing & Operational Costs budget through October 31, 2024, or until amended.

	Original Budget	Modification	New Budget
Salaries	\$ 436,497.04		\$ 436,497.04
Benefits	\$ 213,955.56		\$ 213,955.56
Staff Travel	\$ 10,000.00		\$ 10,000.00
Supplies / Communication	\$ 6,000.00		\$ 6,000.00
Program Indirect (18% or less of salaries)	\$ 72,329.90		\$ 72,329.90
Total GROWWTH Staffing & Operation Costs	\$ 738,782.50	\$ -	\$ 738,782.50

Signatory Officials:

Sm
Contractor Signature

Dr. Scott Cook, President

Typed Name and Title

3/14/2024
Date

J Bane
Workforce Innovations, Inc.

Jennifer Bane, Executive Director

Typed Name and Title

3/8/2024
Date

CONTRACT MODIFICATION TRANSMITTAL

Contract Number: 2206-2306-CSP-62-0800930-MULTI

Contractor: Dyersburg State Community College

Title I Service Provider

Modification Number: 11

Modification Date: December 1, 2023

This modification is submitted as an amendment to the above referenced contract with Workforce Innovations, Inc. The Contractor agrees that the conditions and narrative of the original contract are still binding except where superseded by written changes contained in this modification.

MODIFICATION JUSTIFICATION

(1) To adjust program budget descriptions and categories through the contract end date of June 30, 2024, or until amended.

	Budget	Modification	New Budget
Staffing & Operational Costs*			
Title I Staffing & Operational Costs*	\$ 1,365,000.00		\$ 1,365,000.00
QUEST National Dislocated Worker Grant (10/1/23 - 9/30/26)	\$ -	\$ 180,000.00	\$ 180,000.00
RESEA Staffing & Operational Costs*	\$ 78,815.73		\$ 78,815.73
Summer Youth Employment Program, Phase 2, Staffing & Operational Costs	\$ 38,400.00		\$ 38,400.00
GROWWTH Staffing & Operational Costs	\$ 350,933.36	\$ 387,849.14	\$ 738,782.50
Total Staffing & Operational Costs	\$ 1,833,149.09	\$ 567,849.14	\$ 2,220,998.23

	Budget	Modification	New Budget
Direct Participant Costs - Active Contracts*			
QUEST National Dislocated Worker Grant - Effective 10/1/23 - 9/30/26	\$ -	\$ 112,500.00	\$ 112,500.00
Adult Participant Costs - LWNWF241ADULT24 (including transitional jobs-not to exceed 10% of budget) Effective 10/1/23 - 6/30/25	\$ -	\$ 120,000.00	\$ 120,000.00
Adult Participant Costs - LWNWF231DSLWK23 - Adult Transfer (including transitional jobs-not to exceed 10% of budget) *must be expended by 6/30/24*	\$ 70,000.00		\$ 70,000.00
Adult Participant Costs - LWNWF231ADULT23 (including transitional jobs-not to exceed 10% of budget) Effective 10/1/23 - 6/30/24	\$ 141,800.00		\$ 141,800.00
Adult / Dislocated Worker Participant Costs - LWNWF221ADSWA22 (including transitional jobs-not to exceed 10% of budget) Effective 7/1/23 - 6/30/24	\$ 155,000.00		\$ 155,000.00
Dislocated Worker Participant Costs - LWNWF231DSLWK23 (including transitional jobs-not to exceed 10% of budget) Effective 10/1/23 - 6/30/24	\$ 69,665.00		\$ 69,665.00
Youth Participant Costs - LWNWP231YOUTH24* effective 4/1/23 - 6/30/25	\$ 95,615.00		\$ 95,615.00
Maximum to be expended on In-School Youth \$ 50,000.00			
Minimum to be expended on Work Experience \$ 50,000.00			\$ -
Youth Participant Costs - LWNWP221YOUTH23* effective 4/1/22 - 6/30/24	\$ 175,000.00		\$ 175,000.00
Minimum to be expended on In-School Youth \$ 75,000.00			\$ -
Minimum to be expended on Work Experience \$ 105,000.00			\$ -
Youth Participant Costs - LWNWP211YUSWA22* effective 7/1/23 - 6/30/24	\$ 95,400.00		\$ 95,400.00
Summer Youth Employment Program, Phase 2 (State funding) - LWNWF241SYSWA24 effective 7/1/23 - 8/31/24			
107 participants at \$3,200 per participant	\$ 342,400.00		\$ 342,400.00

	Budget	Modification	New Budget
Direct Participant Costs - Expired Contracts*			
Adult / Dislocated Worker (must track by program and service) - LWNWF211SESWA21 *must be expended by 6/30/23*		\$ -	
Occupational Skills Training, Supportive Services, and Work Experience / Transitional Jobs	\$ 121,349.00		\$ 121,349.00
RAMP ITA Costs - Gibson County (1 class of 10 students) - LWNWF211SESWA21 *must be expended by 6/30/23*	\$ -		\$ -
Adult Participant Costs - LWNWF221ADULT22 (including transitional jobs-not to exceed 10% of budget) To be expended by 6/30/23	\$ 200,000.00		\$ 200,000.00
Dislocated Worker Participant Costs - LWNWF221DSLWK22 (\$12,000 on 6/27 + \$133,000 on 10/1) (including transitional jobs-not to exceed 10% of budget)	\$ 335.00		\$ 335.00
National Dislocated Worker Grant Participant Costs - LWNWF202DRDWG20			
Training Services* - \$165,315.53			
Supportive Services* - \$6,235.47 effective 7/1/22 - 6/30/23	\$ 130,610.17		\$ 130,610.17

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Apprenticeship Participant Costs - LWNWF231APSWA23 Up to \$2,500 per 1st Year Apprentice effective 7/1/22 - 6/30/23	\$ 62,500.00		\$ 62,500.00
Justice-involved individuals - LWNWF231RTSWA23 Training Services* - \$21,400 (estimated 12 individuals at \$1,783.33 each) Supportive Services* - \$1,800 (estimated 12 individuals at \$150 each) effective 10/1/22 - 6/30/23	\$ 3,689.42		\$ 3,689.42
Youth Participant Costs - LWNWP201YUSWA21 * effective 11/22/22 - 6/30/23	\$ 110,474.73		\$ 110,474.73
Summer Youth Employment Program, Phase 1 (WIOA funds) - LWNWP211SYSWA22 effective 5/15/23 - 8/31/23	\$ 44,800.00		\$ 44,800.00
Total Participant Costs	\$ 1,818,638.32	\$ 232,500.00	\$ 2,051,138.32
Total Budget	\$ 3,651,787.41	\$ 800,349.14	\$ 4,272,136.55

*adjustments between these line items may be made with written approval of the Executive Director as long as the total budget is not exceeded.

Title I & RESEA Staffing & Operational Costs budget through June 30, 2024, or until amended.

	Original Budget	Modification	New Budget
Salaries	\$ 1,053,157.88	\$ 127,895.29	\$ 1,181,053.17
Benefits	\$ 342,391.83	\$ 41,580.00	\$ 383,971.83
Staff Travel / Training	\$ 28,048.76	\$ 3,406.24	\$ 31,455.00
Operational Cost**	\$ 5,960.25	\$ 723.81	\$ 6,684.06
Program Indirect (18% or less of salaries)	\$ 52,657.02	\$ 6,394.66	\$ 59,051.68
Total Staffing & Operation Costs (Title I & RESEA)*	\$ 1,482,215.73	\$ 180,000.00	\$ 1,662,215.73

*Adjustments between the programs and line items may be made with written approval of the Executive Director as long as the total budget is not exceeded.

**Operational costs may also include advertising costs.

GROWWTH Staffing & Operational Costs budget through October 31, 2024, or until amended.

	Original Budget	Modification	New Budget
Salaries	\$ 207,862.92	\$ 228,634.12	\$ 436,497.04
Benefits	\$ 103,894.68	\$ 110,060.88	\$ 213,955.56
Staff Travel	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Supplies / Communication	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
Program Indirect (18% or less of salaries)	\$ 31,175.76	\$ 41,154.14	\$ 72,329.90
Total GROWWTH Staffing & Operation Costs	\$ 350,933.36	\$ 387,849.14	\$ 738,782.50

Signatory Officials:

Scott Cook
Contractor Signature

Dr. Scott Cook, President
Typed Name and Title

12/14/2023
Date

J Bane
Workforce Innovations, Inc.

Jennifer Bane, Executive Director
Typed Name and Title

11/30/2023
Date

CONTRACT MODIFICATION TRANSMITTAL

Contract Number: 2206-2306-CSP-62-0800930-MULTI

Contractor: Dyersburg State Community College
Title I Service Provider

Modification Number: 10

Modification Date: October 1, 2023

This modification is submitted as an amendment to the above referenced contract with Workforce Innovations, Inc. The Contractor agrees that the conditions and narrative of the original contract are still binding except where superseded by written changes contained in this modification.

MODIFICATION JUSTIFICATION

(1) To set Key Performance Indicator goals for PY 2023 that the contractor will be responsible for meeting.

Program	July - Sept. 2023	Oct. - Dec. 2023	Jan. - Mar. 2024	Apr. - June 2024	Total
Adult / Dislocated Worker Enrollments	74	47	42	52	215
Youth Enrollments	20	20	11	21	72
Youth Work Experience (subset of Youth enrollments)	24	32	17	47	120
In-School Youth (subset of Youth enrollments)	4	9	5	3	21
Justice-Involved, All Partners	41	29	29	20	119
RESEA Co-Enrollments in Title I	2	2	3	3	10
TAA Co-Enrollments in Title I	90%	90%	90%	90%	90%

(2) To adjust program budget descriptions and categories through the contract end date of June 30, 2024, or until amended.

	Budget	Modification	New Budget
Staffing & Operational Costs*			
Title I Staffing & Operational Costs*	\$ 885,000.00	\$ 480,000.00	\$ 1,365,000.00
RESEA Staffing & Operational Costs*	\$ 50,000.00	\$ 28,815.73	\$ 78,815.73
Summer Youth Employment Program, Phase 2, Staffing & Operational Costs	\$ 38,400.00		\$ 38,400.00
GROWWTH Staffing & Operational Costs	\$ 350,933.36		\$ 350,933.36
Total Staffing & Operational Costs	\$ 1,324,333.36	\$ 508,815.73	\$ 1,833,149.09

Direct Participant Costs - Active Contracts*			
Adult Participant Costs - LWNWF231D5LWK23 - Adult Transfer (including transitional jobs-not to exceed 10% of budget) *must be expended by 6/30/24*	\$ 70,000.00		\$ 70,000.00
Adult Participant Costs - LWNWF231ADULT23 (including transitional jobs-not to exceed 10% of budget) Effective 10/1/23 - 6/30/24	\$ 141,800.00		\$ 141,800.00
Adult / Dislocated Worker Participant Costs - LWNWF221ADSWA22 (including transitional jobs-not to exceed 10% of budget) Effective 7/1/23 - 6/30/24	\$ 155,000.00		\$ 155,000.00
Dislocated Worker Participant Costs - LWNWF231D5LWK23 (including transitional jobs-not to exceed 10% of budget) Effective 10/1/23 - 6/30/24	\$ 69,665.00		\$ 69,665.00
Youth Participant Costs - LWNWP231YOUTH24* effective 4/1/23 - 6/30/25	\$ 95,615.00		\$ 95,615.00
Maximum to be expended on In-School Youth	\$ 50,000.00		
Minimum to be expended on Work Experience	\$ 50,000.00		\$ -
Youth Participant Costs - LWNWP221YOUTH23* effective 4/1/22 - 6/30/24	\$ 175,000.00		\$ 175,000.00
Minimum to be expended on In-School Youth	\$ 75,000.00		\$ -
Minimum to be expended on Work Experience	\$ 105,000.00		\$ -
Youth Participant Costs - LWNWP211YUSWA22* effective 7/1/23 - 6/30/24	\$ 95,400.00		\$ 95,400.00
Summer Youth Employment Program, Phase 2 (State funding) - LWNWF241SYSWA24 effective 7/1/23 - 8/31/24 107 participants at \$3,200 per participant	\$ 320,000.00	\$ 22,400.00	\$ 342,400.00

Direct Participant Costs - Expired Contracts*			
Adult / Dislocated Worker (must track by program and service) - LWNWF211SESWA21 *must be expended by 6/30/23*	\$ 121,349.00		\$ 121,349.00
Occupational Skills Training, Supportive Services, and Work Experience / Transitional Jobs			
RAMP ITA Costs - Gibson County (1 class of 10 students) - LWNWF211SESWA21 *must be expended by 6/30/23*	\$ -		\$ -

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Adult Participant Costs - LWNWF221ADULT22 (including transitional jobs-not to exceed 10% of budget) To be expended by 6/30/23	\$ 200,000.00		\$ 200,000.00
Dislocated Worker Participant Costs - LWNWF221D5LWK22 (\$12,000 on 6/27 + \$133,000 on 10/1) (including transitional jobs-not to exceed 10% of budget)	\$ 335.00		\$ 335.00
National Dislocated Worker Grant Participant Costs - LWNWF202DRDWG20 Training Services* - \$165,315.53 Supportive Services* - \$6,235.47 effective 7/1/22 - 6/30/23	\$ 143,065.36	\$ (12,455.19)	\$ 130,610.17
Apprenticeship Participant Costs - LWNWF231APSWA23 Up to \$2,500 per 1st Year Apprentice effective 7/1/22 - 6/30/23	\$ 62,500.00		\$ 62,500.00
Justice-involved Individuals - LWNWF231RYSWA23 Training Services* - \$21,400 (estimated 12 individuals at \$1,783.33 each) Supportive Services* - \$1,800 (estimated 12 individuals at \$150 each) effective 10/1/22 - 6/30/23	\$ 3,689.42		\$ 3,689.42
Youth Participant Costs - LWNWP201YUSWA21 * effective 11/22/22 - 6/30/23	\$ 107,680.00	\$ 2,794.73	\$ 110,474.73
Summer Youth Employment Program, Phase 1 (WIOA funds) - LWNWP211SYSWA22 effective 5/15/23 - 8/31/23	\$ 46,480.00	\$ (1,680.00)	\$ 44,800.00
Total Participant Costs	\$ 1,807,578.78	\$ 11,059.54	\$ 1,818,638.32
Total Budget	\$ 3,131,912.14	\$ 519,875.27	\$ 3,651,787.41

*adjustments between these line items may be made with written approval of the Executive Director as long as the total budget is not exceeded.

Title I & RESEA Staffing & Operational Costs budget through June 30, 2024, or until amended.

	Original Budget	Modification	New Budget
Salaries	\$ 691,629.34	\$ 361,528.54	\$ 1,053,157.88
Benefits	\$ 224,855.40	\$ 117,536.43	\$ 342,391.83
Staff Travel / Training	\$ 18,420.17	\$ 9,628.59	\$ 28,048.76
Operational Cost**	\$ 3,914.21	\$ 2,046.04	\$ 5,960.25
Program Indirect (18% or less of salaries)	\$ 34,580.89	\$ 18,076.13	\$ 52,657.02
Total Staffing & Operation Costs (Title I & RESEA)*	\$ 973,400.00	\$ 508,815.73	\$ 1,482,215.73

*Adjustments between the programs and line items may be made with written approval of the Executive Director as long as the total budget is not exceeded.

**Operational costs may also include advertising costs.

GROWWTH Staffing & Operational Costs budget, effective 4/4/23 through 10/31/23, or until amended.

	Original Budget	Modification	New Budget
Salaries	\$ 207,862.92		\$ 207,862.92
Benefits	\$ 103,894.68		\$ 103,894.68
Staff Travel	\$ 5,000.00		\$ 5,000.00
Supplies / Communication	\$ 3,000.00		\$ 3,000.00
Program Indirect (18% or less of salaries)	\$ 31,175.76		\$ 31,175.76
Total GROWWTH Staffing & Operation Costs	\$ 350,933.36	\$ -	\$ 350,933.36

Signatory Official:

Scott Cook
Contractor Signature

Dr. Scott Cook, President
Typed Name and Title

10/30/2023
Date

J Bane
Workforce Innovations, Inc.

Jennifer Bane, Executive Director
Typed Name and Title

10/23/2023
Date

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CONTRACT MODIFICATION TRANSMITTAL

Contract Number: 2206-2306-CSP-62-0800930-MULTI .

Contractor: Dyersburg State Community College
Title I Service Provider

Modification Number: 9

Modification Date: July 1, 2023

This modification is submitted as an amendment to the above referenced contract with Workforce Innovations, Inc. The Contractor agrees that the conditions and narrative of the original contract are still binding except where superseded by written changes contained in this modification.

MODIFICATION JUSTIFICATION

(1) To adjust program budget descriptions and categories through the contract end date of June 30, 2024, or until amended.

	Budget	Modification	New Budget
Staffing & Operational Costs			
Title I Staffing & Operational Costs*	\$ 885,000.00		\$ 885,000.00
RESEA Staffing & Operational Costs*	\$ 50,000.00		\$ 50,000.00
Summer Youth Employment Program, Phase 2, Staffing & Operational Costs	\$ 38,400.00		\$ 38,400.00
GROWTH Staffing & Operational Costs	\$ 350,933.36		\$ 350,933.36
Total Staffing & Operational Costs	\$ 1,324,333.36	\$ -	\$ 1,324,333.36
Direct Participant Costs - Active Contracts			
Adult Participant Costs - LWNWF231DSLWK23 - Adult Transfer (Including transitional jobs-not to exceed 10% of budget) *must be expended by 6/30/24*	\$ 150,000.00	\$ (80,000.00)	\$ 70,000.00
Adult Participant Costs - LWNWF231ADUL123 (Including transitional jobs-not to exceed 10% of budget) Effective 10/1/23 - 6/30/24	\$ 125,000.00	\$ 16,800.00	\$ 141,800.00
Adult / Dislocated Worker Participant Costs - LWNWF221ADSWAZZ (Including transitional jobs-not to exceed 10% of budget) Effective 7/1/23 - 6/30/24	\$ -	\$ 155,000.00	\$ 155,000.00
Dislocated Worker Participant Costs - LWNWF231DSLWK23 (Including transitional jobs-not to exceed 10% of budget) Effective 10/1/23 - 6/30/24	\$ 69,665.00		\$ 69,665.00
Youth Participant Costs - LWNWP231YOUTH24* effective 4/1/23 - 6/30/25	\$ 95,615.00		\$ 95,615.00
Maximum to be expended on In-School Youth	\$ 50,000.00		
Minimum to be expended on Work Experience	\$ 50,000.00		\$ -
Youth Participant Costs - LWNWP221YOUTH23* effective 4/1/22 - 6/30/24	\$ 175,000.00		\$ 175,000.00
Minimum to be expended on In-School Youth	\$ 75,000.00		\$ -
Minimum to be expended on Work Experience	\$ 105,000.00		\$ -
Youth Participant Costs - LWNWP211YUSWA22* effective 7/1/23 - 6/30/24	\$ -	\$ 95,400.00	\$ 95,400.00
Summer Youth Employment Program, Phase 1 (WIOA funds) - LWNWP211SYSWA22 effective 5/15/23 - 8/31/23	\$ 48,000.00	\$ (1,520.00)	\$ 46,480.00
Summer Youth Employment Program, Phase 2 (State funding) - LWNWF241YSWA24 effective 7/1/23 - 8/31/24 100 participants at \$3,200 per participant	\$ 320,000.00		\$ 320,000.00
Direct Participant Costs - Expired Contracts			
Adult / Dislocated Worker (must track by program and service) - LWNWF211SESWA21 *must be expended by 6/30/23*			
Occupational Skills Training, Supportive Services, and Work Experience / Transitional Jobs RAMP ITA Costs - Gibson County (1 class of 10 students) - LWNWF211SESWA21 *must be expended by 6/30/23*	\$ 121,349.00		\$ 121,349.00
Adult Participant Costs - LWNWF221ADUL122 (Including transitional jobs-not to exceed 10% of budget) To be expended by 6/30/23	\$ -		\$ -
Dislocated Worker Participant Costs - LWNWF221DSLWK22 (\$12,000 on 6/27 + \$133,000 on 10/1) (Including transitional jobs-not to exceed 10% of budget)	\$ 200,000.00		\$ 200,000.00
National Dislocated Worker Grant Participant Costs - LWNWF202DRDWG20 Training Services* - \$165,315.53 Supportive Services* - \$6,235.47 effective 7/1/22 - 6/30/23	\$ 335.00		\$ 335.00
Apprenticeship Participant Costs - LWNWF231APSWA23 Up to \$2,500 per 1st Year Apprentice effective 7/1/22 - 6/30/23	\$ 143,065.36		\$ 143,065.36
	\$ 62,500.00		\$ 62,500.00

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Justice-involved Individuals - LWNWP231RTSWA25

Training Services* - \$21,400 (estimated 12 Individuals at \$1,783.33 each)
 Supportive Services* - \$1,800 (estimated 12 Individuals at \$150 each)
 effective 10/1/22 - 6/30/23

Youth Participant Costs - LWNWP201YUSWA21 *
 effective 11/22/22 - 6/30/23

Total Participant Costs

Total Budget

	\$ 3,689.42		\$ 3,689.42
	\$ 107,680.00		\$ 107,680.00
	\$ 1,621,898.78	\$ 185,680.00	\$ 1,807,578.78
	\$ 2,946,232.14	\$ 185,680.00	\$ 3,131,912.14

*adjustments between these line items may be made with written approval of the Executive Director as long as the total budget is not exceeded.

Title I & RESEA Staffing & Operational Costs budget through June 30, 2024, or until amended.

	Original Budget	Modification	New Budget
Salaries	\$ 691,629.34	\$ -	\$ 691,629.34
Benefits	\$ 224,855.40	\$ -	\$ 224,855.40
Staff Travel / Training	\$ 18,420.17	\$ -	\$ 18,420.17
Operational Cost**	\$ 3,914.21	\$ -	\$ 3,914.21
Program Indirect (18% or less of salaries)	\$ 34,580.89	\$ -	\$ 34,580.89
Total Staffing & Operation Costs (Title I & RESEA)*	\$ 973,400.00	\$ -	\$ 973,400.00

*Adjustments between the programs and line items may be made with written approval of the Executive Director as long as the total budget is not exceeded.
 **Operational costs may also include advertising costs.

GROWWTH Staffing & Operational Costs budget, effective 4/4/23 through 10/31/23, or until amended.

	Original Budget	Modification	New Budget
Salaries	\$ 207,862.92		\$ 207,862.92
Benefits	\$ 103,894.68		\$ 103,894.68
Staff Travel	\$ 5,000.00		\$ 5,000.00
Supplies / Communication	\$ 3,000.00		\$ 3,000.00
Program Indirect (18% or less of salaries)	\$ 31,175.76		\$ 31,175.76
Total GROWWTH Staffing & Operation Costs	\$ 350,933.36	\$ -	\$ 350,933.36

Signatory Officials:

Contractor Signature

Dr. Scott Cook, President

Typed Name and Title

Date

Scott Cook

8/17/2023

J Bane

Workforce Innovations, Inc.

Jennifer Bane, Executive Director

Typed Name and Title

7/27/2023

Date

CONTRACT MODIFICATION TRANSMITTAL

Contract Number: 2206-2306-CSP-62-0800930-MULTI	Contractor: Dyersburg State Community College
	Title I Service Provider
Modification Number: 7	Modification Date: May 31, 2023

This modification is submitted as an amendment to the above referenced contract with Workforce Innovations, Inc. The Contractor agrees that the conditions and narrative of the original contract are still binding except where superseded by written changes contained in this modification.

MODIFICATION JUSTIFICATION

(1) To modify the contract end date from June 30, 2023 to June 30, 2024.

(2) To set Title I federal performance measures goals for PY 23 that the contractor will be responsible for meeting.

Performance Measure	Adult	Dislocated Worker	Youth
Employment Rate 2nd Quarter After Exit	83.5%	83.5%	78.0%
Employment Rate 4th Quarter After Exit	83.5%	83.5%	77.0%
Median Earnings 2nd Quarter After Exit	\$7,025.00	\$7,149.60	\$3,800.00
Credential Attainment Within 4 Quarters After Exit	69.5%	70.6%	71.0%
Measurable Skills Gains	64%	61.2%	55.0%

(3) To set Key Performance Indicator goals for the first quarter of PY 2023 that the contractor will be responsible for meeting.
(to be updated after negotiations with the Tennessee Department of Labor and Workforce Development)

Program	July - Sept. 2023
Adult / Dislocated Worker	104
Youth	31
In-School Youth <small>(subset of Youth enrollments)</small>	9
Justice-Involved, All Partners*	8
RESEA Co-Enrollments in Title I	3
TAA Co-Enrollments in Title I	90%

*Contractor is expected to enroll at least 50% of the goal.

(4) To adjust program budget descriptions and categories through the contract end date of June 30, 2024, or until amended. Staffing and operational additions are for July - September only. Additional funds to be added in October.

	Budget	Modification	New Budget
Staffing & Operational Costs*			
Title I Staffing & Operational Costs*	\$ 725,000.00	\$ 160,000.00	\$ 885,000.00
RESEA Staffing & Operational Costs*	\$ 50,000.00		\$ 50,000.00
<i>GROWWTH Staffing & Operational Costs</i>	\$ 150,971.44	\$ 199,961.92	\$ 350,933.36
Total Staffing & Operational Costs	\$ 925,971.44	\$ 359,961.92	\$ 1,285,933.36

	Budget	Modification	New Budget
Direct Participant Costs - Active Contracts*			
Adult / Dislocated Worker (must track by program and service) - LWNWF211SESWA21 *must be expended by 6/30/23*			
Occupational Skills Training, Supportive Services, and Work Experience / Transitional Jobs	\$ 121,349.00		\$ 121,349.00
RAMP ITA Costs - Gibson County (1 class of 10 students) - LWNWF211SESWA21 *must be expended by 6/30/23*	\$ -		\$ -
Adult Participant Costs - LWNWF231DSLWK23 - Adult Transfer (including transitional jobs-not to exceed 10% of budget) *must be expended by 6/30/24*	\$ -	\$ 150,000.00	\$ 150,000.00
Adult Participant Costs - LWNWF231ADULT23 (Including transitional jobs-not to exceed 10% of budget) Effective 10/1/23	\$ 125,000.00		\$ 125,000.00
Adult Participant Costs - LWNWF221ADULT22 (Including transitional jobs-not to exceed 10% of budget) To be expended by 6/30/23	\$ 230,000.00	\$ (30,000.00)	\$ 200,000.00
Dislocated Worker Participant Costs - LWNWF221DSLWK22 (\$12,000 on 6/27 + \$133,000 on 10/1) (Including transitional jobs-not to exceed 10% of budget)	\$ 335.00		\$ 335.00
Dislocated Worker Participant Costs - LWNWF231DSLWK23 (including transitional jobs-not to exceed 10% of budget)	\$ 24,665.00	\$ 45,000.00	\$ 69,665.00

National Dislocated Worker Grant Participant Costs - LWNWF202DRDWG20 Training Services* - \$165,315.53 Supportive Services* - \$6,235.47 effective 7/1/22 - 6/30/23	\$ 171,551.00	\$ (28,485.64)	\$ 143,065.36
Apprenticeship Participant Costs - LWNWF231APSWA23 Up to \$2,500 per 1st Year Apprentice effective 7/1/22 - 6/30/23	\$ 81,821.00	\$ (19,321.00)	\$ 62,500.00
Justice-involved Individuals - LWNWF231RYSWA23 Training Services* - \$21,400 (estimated 12 individuals at \$1,783.33 each) Supportive Services* - \$1,800 (estimated 12 individuals at \$150 each) effective 10/1/22 - 6/30/23	\$ 23,200.00	\$ (19,510.58)	\$ 3,689.42
Youth Participant Costs - LWNWP201YUSWA21 * effective 11/22/22 - 6/30/23	\$ 100,000.00	\$ 7,680.00	\$ 107,680.00
Youth Participant Costs - LWNWP231YOUTH24* effective 4/1/23 - 6/30/25	\$ -	\$ 95,615.00	\$ 95,615.00
Maximum to be expended on In-School Youth \$ 50,000.00			
Minimum to be expended on Work Experience \$ 50,000.00			\$ -
Youth Participant Costs - LWNWP221YOUTH23*	\$ 175,000.00		\$ 175,000.00
Minimum to be expended on In-School Youth \$ 75,000.00			\$ -
Minimum to be expended on Work Experience \$ 105,000.00			\$ -
Summer Youth Employment Program, Phase 1 (WIOA funds) - LWNWP211SYSWA22 effective 5/15/23 - 8/31/23	\$ -	\$ 48,000.00	\$ 48,000.00
Total Participant Costs	\$ 1,052,921.00	\$ 248,977.78	\$ 1,301,898.78
Total Budget	\$ 1,978,892.44	\$ 608,939.70	\$ 2,587,832.14

*adjustments between these line items may be made with written approval of the Executive Director as long as the total budget is not exceeded.

Title I & RESEA Staffing & Operational Costs budget through June 30, 2024, or until amended.

	Original Budget	Modification	New Budget
Salaries	\$ 550,660.29	\$ 113,684.71	\$ 664,345.00
Benefits	\$ 179,025.00	\$ 36,960.00	\$ 215,985.00
Staff Travel / Training	\$ 14,665.74	\$ 3,027.77	\$ 17,693.51
Operational Cost**	\$ 3,116.41	\$ 643.39	\$ 3,759.80
Program Indirect (18% or less of salaries)	\$ 27,532.56	\$ 5,684.14	\$ 33,216.70
Total Staffing & Operation Costs (Title I & RESEA)*	\$ 775,000.00	\$ 160,000.00	\$ 935,000.00

*Adjustments between the programs and line items may be made with written approval of the Executive Director as long as the total budget is not exceeded.
**Operational costs may also include advertising costs.

GROWWTH Staffing & Operational Costs budget, effective 4/4/23 through 10/31/23, or until amended.

	Original Budget	Modification	New Budget
Salaries	\$ 89,084.11	\$ 118,778.81	\$ 207,862.92
Benefits	\$ 44,526.29	\$ 59,368.39	\$ 103,894.68
Staff Travel	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
Supplies / Communication	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
Program Indirect (18% or less of salaries)	\$ 13,361.04	\$ 17,814.72	\$ 31,175.76
Total GROWWTH Staffing & Operation Costs	\$ 150,971.44	\$ 199,961.92	\$ 350,933.36

Signatory Officials:

Scott Cook by Amy Johnson
Contractor Signature

Dr. Scott Cook, President

Typed Name and Title

Date 6/29/2023

Date

J Bane

Workforce Innovations, Inc.

Jennifer Bane, Executive Director

Typed Name and Title

6/15/2023

Date



ATTACHMENT I - TENNESSEE WIOA MOU TEMPLATE



**MEMORANDUM OF UNDERSTANDING
BETWEEN
Northwest Tennessee Workforce Board (NWTNWB)
AND
Northwest Tennessee Workforce Development Area Comprehensive One-Stop Center Partners**

Jennifer Bane

jbane@nwtnworks.org

Individual designated by the Local Workforce Board Chair to lead MOU negotiations

Email address

Not applicable

Impartial individual designated by the Local Workforce Board Chair to lead annual budget negotiations

Email address

1. CONVENING OF THE PARTIES TO MOU (WIOA SEC. 121(C)(1)) (Tennessee MOU/IFA Instructions Page 4)	
<ul style="list-style-type: none"> List the required partner providing services in the local area List the partner agency providing services of each required partner 	
REQUIRED PARTNERS AS PARTIES TO MOU	ENTITY ADMINISTERING PROGRAM TYPED NAME
Title I: Adult, Dislocated Worker, Youth	NWTNWB / Dyersburg State Community College (DSCC)
Title II: Adult Education and Family Literacy	TCAT Northwest; Weakley County Schools
Title III: Employment Programs under Wagner-Peyser	TN Dept. of Labor and Workforce Development
Unemployment Insurance	TN Dept. of Labor and Workforce Development
Trade Readjustment Assistance (TRA)	TN Dept. of Labor and Workforce Development
Trade Adjustment Assistance (TAA)	TN Dept. of Labor and Workforce Development
Job Counseling, Training, Placement Services for Veterans	TN Dept. of Labor and Workforce Development
Migrant and Seasonal Farmworkers	Tennessee Opportunity Program
Community Services Block Grant (CSBG)	NW TN Economic Development Council
Senior Community Services Employment Program (SCSEP)	NWTN Human Resource Agency / TN Community Services Agency
Second Chance (Reentry)	No programs available in Northwest TN
Title IV: Rehabilitation Services	TDHS; Vocational Rehabilitation Program
TANF	Department of Human Services
Parties to the MOU	NAME
LWDB Chair	Jimmy Williamson
LWDA Chief Local Elected Official	Mayor John Penn Ridgeway

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TDLWD Regional Director	Gina Abbott (WP, UI, TRA, TAA, and Veterans program)	
Title I - President of Dyersburg State Community College	Dr. Scott Cook	
Title II - Adult Education District	Youlanda Jones; AJ Douglas	
TANF - Department of Human Services	Lakecia Peterson	
TDHS, Vocational Rehabilitation Program	Julie P. Johnson	
Migrant and Seasonal Farmworkers Director	Leecia Walker	
CSBG / NW TN Economic Development Council	Cheryl Oglesby-Townes	
SCSEP - NW TN Development District	Melinda Goode	
SCSEP - TN Community Services Agency	Don Patterson	
Growing Relational and Occupational Wealth in West TN Households (GROWWTH)	Jennifer Bane	
OTHER PROGRAMS OFFERED IN THIS LOCAL AREA AS PARTIES TO MOU		IF MARKED YES, ENTITY ADMINISTERING PROGRAM
Department of Human Services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
TCAT/Tennessee Reconnect	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Included as Perkins Partners
Job Corps	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
Youth Build	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
Housing and Urban Development Employment and Training Activities	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
Perkins/Post-Secondary Career & Technical Education	<input type="checkbox"/> Yes <input type="checkbox"/> No	DSCC; TN College of Applied Technology Henry/Carroll, McKenzie, and Northwest
ADDITIONAL PARTNERS AS PARTIES TO MOU		ENTITY ADMINISTERING PROGRAM
Native American Programs		Native American Indian Association of TN
ALC, SNAP		TN Department of Labor & Workforce Development
RESEA		TDLWD; NWTNWB / DSCC

2. PURPOSE AND SCOPE OF MOU (Tennessee MOU/IFA Instructions Page 5) If additional space is needed, please include an attachment referencing this section.

- Describe the general purpose and scope of the "umbrella" MOU

The purpose of this MOU is threefold, with the overall goal being to ensure efficiency within the local One-Stop Service Delivery system:

- 1) To establish cohesiveness and define the mutually agreed upon roles and responsibilities of each Partner in regards to service delivery, sharing of resources, and financial responsibilities;
- 2) To ensure that all individuals seeking services at American Job Centers are provided services through operations that are mutual to all Partners programs, and to ensure that these individuals are also referred to program services which are unique to the Partners' programs; and
- 3) To establish methods of referral of individuals between all Northwest TN American Job Centers and the consortia partners for the appropriate services and activities.

The scope of services outlined in this MOU follows Workforce Services Division Policy #7 regarding Service Integration and functional alignment wherein Tennessee's One-Stop system shall strive to streamline workforce services functions, prevent the duplication of services and eliminate inefficient practices. To this end, Partners agree:

- 1) To endorse a single customer flow model based on customer need, not program requirements;
- 2) To refer customers between Partners by methods listed in this Agreement;
- 3) To authorize the sharing of customer data and information in order to facilitate co-enrollment and case management across programs and funding streams; and
- 4) To participate in joint planning of this MOU, plan development, and modification of activities to accomplish the following:
 - Accessibility of the Partners' applicable services to customers through the One-Stop Service Delivery system
 - Participation in the operation of the One-Stop Service Delivery system, consistent with the terms of the MOU and requirements of authorized laws
 - All Partners and staff are adequately cross-trained as a result of their participation in capacity building and staff development activities
 - Continuous partnership building by requiring inclusion of all Partners involved in the One-Stop System
 - Continuous adaption to state and federal guidelines
 - Responsiveness to local and economic conditions, including employer needs
 - Meet common data collection and reporting needs via Jobs4TN
 - Involvement in special grant and/or pilot projects that impact a Partner's shared staffing resources
 - Co-branding through inclusion of "AJC identified" or "American Job Center" on any joint products, programs, activities, services, facilities, and materials used by the combined Partnership of the System

3. VISION FOR THE SYSTEM (Tennessee Combined State Plan Section II(b)) (Tennessee MOU/IFA Instructions Page 5) If additional space is needed, please include an attachment referencing this section.

- *Describe the shared vision and commitment of the local board and required partners to a high-quality local workforce delivery system (vision must be consistent with Federal, State, regional, and local planning priorities, as well as the Governor's Guidelines)*
- *Describe which aspects of the vision are currently in place*
- *Outline the steps to be taken and the general timeline for how required partners will implement any aspects of the vision that are not yet in place*

The vision of the local workforce development board (LWDB) and required partners is for Northwest Tennessee to be an area where business and industry thrive based on the availability of a skilled workforce and a robust talent pipeline, and where increasing wealth fuels prosperous communities and a high quality of life. To achieve this vision, the board and partners strive to develop a quality workforce system to meet the needs of area employers and job seekers by:

- 1) Increasing the skills and knowledge of Northwest Tennesseans to meet the needs of employers now and in the future;
- 2) Creating career pathways from high school, postsecondary education / training to the workforce; and
- 3) Eliminating duplication and leveraging dollars to provide more opportunities to existing job seekers and the emerging workforce.

Aspects of the vision currently in place include:

- 1) The Regional Planning Council, which includes members of the core partners as well as other partners, identifies regional and local in-demand and emerging sectors using available labor market data, strategy meetings, and other data gathering methods. Workforce efforts are then focused on identified sectors through services available through AJC partners, such as the development of career pathways in manufacturing and healthcare.
- 2) The LWDB's standing committees guide the Business Services Team in implementing effective methods of gathering and understanding employers' feedback, such as an employer survey, participation in various business organizations, and various methods of conducting outreach to local employers. The information gathered through such efforts has led to the implementation and / or expansion of such programs and initiatives as OJT and IWT.
- 3) Members of the Business Services Team conduct outreach in order to educate employers on the

services available through the AJC designed, with employers' input, to meet their needs and support talent development.

- 4) Coordination between training institutions, funding sources, the LWDB, and employers to ensure:
 - (a) training is available for in-demand occupations in the local area,
 - (b) current and prospective students are aware of various resources for funding training, including those offered by the partner programs, and
 - (c) resources are leveraged through co-enrollment and referrals in order to eliminate duplication.
- 5) Sector studies have been completed and career pathways developed for both the healthcare and manufacturing sectors, which help guide the focus of initiatives such as the Labor and Education Alignment Program (LEAP) and Re-Entry Advanced Manufacturing Program (RAMP). Both initiatives incorporate the Manufacturing Skills Standards Council's Certified Production Technician training, allowing high school students and inmates at a local jail respectively to earn valuable skills before entering or reentering the workforce.

While all aspects of the vision are already in place, the partners agree to enhance efforts by:

- 1) Expanding existing streamlining efforts among Title I staff across West Tennessee to include all partner programs. For instance, common intake processes and forms will be considered for implementation throughout the region.
- 2) Continuing weekly meetings of both on-site and off-site partners for each AJC in the region to ensure continued communication, coordination, and leveraging of resources.

4. MOU DEVELOPMENT (Tennessee MOU/IFA Instructions Page 5) If additional space is needed, please include an attachment referencing this section.

- Fully describe the process and efforts of the Local Workforce Development Board and required partners to negotiate the MOU
- Confirm whether all required partners participated in negotiations
- Explain the process to be used if consensus on the MOU is not reached by partners
- Please provide dates of partner meetings that specifically discussed the MOU

To negotiate the MOU, the LWDB followed the below process:

- 1) Notification of Partners, 4/26/2023: An email was sent by LWDB staff to the required partners with the prior executed MOU and a draft updated MOU attached. A list of proposed changes to the MOU and information needed was also included.
 - 2) Preliminary Review of Draft MOU, 4/26/2023 - 5/19/2023: The proposed changes to the MOU were reviewed by the partners. Requested information and changes were submitted to the LWDB designee.
 - 3) Updated Draft MOU Submitted to Partners, by 5/10/2022: The LWDB Executive Director's designee emailed an updated draft of the MOU to all partners for review prior to the MOU negotiations meeting.
 - 4) Negotiations Meeting: Required partners did not request a meeting to review the MOU.
 - 5) Final MOU Distributed, by 5/23/2023: The LWDB designee emailed the final MOU to partners for signatures.
 - 6) Signatures Obtained, by 5/30/2023: Signatures were submitted to the LWDB in order for the executed MOU to be submitted to the TDLWD by 5/31/2023.
 - 7) Revisions: The LWDB designee emailed the revised MOU to partners for review and signatures in order for the executed MOU to be submitted to the TDLWD by the LWDB by 5/31/2023. New partners were given the opportunity to review the previously developed MOU, ask questions, and provide feedback.
- During the negotiations, all required partners offering services in Northwest TN participated in negotiations. If the partners fail to reach a consensus on the MOU, the process to resolve the dispute is described in Section 4 Attachment.

5. NAME AND LOCATION OF COMPREHENSIVE ONE-STOP CENTER(S) (Tennessee MOU/IFA Instructions Page 5) If additional space is needed, please include an attachment referencing this section.

- Provide the name and address of the comprehensive one-stop center(s) in the local service delivery system
- Where applicable list the designated affiliated sites or specialized centers
- Define any other operating titles that the local area assigns to each center
- Describe how outreach will be conducted in towns in the local area without an AJC
- Describe the local area's plans for the Mobile American Job Center

Note: The information provided in this section must match the Tennessee Development of Labor and Workforce Development listings

Northwest TN strives to ensure workforce development services are available to all area residents by maintaining an AJC in strategic locations throughout the region and a continuously growing network for access points, with a goal of at least one in every county. In order to manage administrative costs, competitive leases are negotiated, partners co-locate in the AJCs when possible, and the LWDB seeks additional funding through grant opportunities.

There are two comprehensive centers:

Carroll County
Tennessee American Job Center - Huntingdon
470 Mustang Drive
Huntingdon, TN 38344

Dyer County
Tennessee American Job Center - Dyersburg
313 West Cedar Street
Dyersburg, TN 38024

There is one specialized center in:
Weakley County
Tennessee American Job Center - Dresden
116 W. Main Street
Dresden, TN 38225

AJCs may also be referred to as one-stop centers.

While brick-and-mortar AJCs are valued for cost effectiveness, availability of resources to customers, and visibility in the community, Northwest TN also recognizes the need to bring the services to the customers who may not be able to visit the established AJC given the large service area and transportation barriers. In order to bring the services to the people, the TDLWD's Mobile AJC is utilized to serve remote areas and individuals who are unable to commute to one of the AJCs in the region. A Title I staff member has been assigned to coordinate with the Mobile AJC staff to ensure staff from the Title I partner attend Mobile AJC events, providing customers with access to all AJC services. The growing network of access points has also enhanced services in areas without an AJC. The OSO is charged with coordinating with community programs and agencies to provide AJC services via access points. Customers who visit an access point are able to receive the same Career Services offered in a traditional AJC, including job search assistance, resume development, workshops, etc. through virtual resources such as the Virtual AJC, Jobs4TN.gov, and Northwest TN's use of Zoom or Microsoft Teams for "face-to-face" interactions to virtually receive one-stop services typically only offered onsite at the comprehensive centers. Jobs4TN also allows both job seeker and employer customers to remotely access secure, web-based AJC services such as labor market information, unemployment insurance, and mediated labor exchange.

In order to maximize services to populations with barriers, agencies serving these populations are targeted for outreach efforts such as distribution of marketing materials, participation in events, such as those involving access points or the Mobile AJC, and invitations to participate in AJC events and strategy meetings. Such agencies may include Adult Education, Department of Human Services, Health Department, Housing Authorities, Head Start programs, and Boys & Girls Clubs. The AJC displays marketing materials for core and community partners, and provides materials to be displayed at the partners' sites. Social media accounts are also used to connect with customers and other agencies and inform them of the services available through the AJC. The Business Services Team conducts rapid response meetings in order to serve workers dislocated through closures or layoffs. Outreach to unemployment claimants regarding AJC services is also conducted via email when contact information is available. A standing committee of the local workforce board provides guidance for reaching and serving such populations.

The LWDB, in collaboration with the American Job Centers, Adult Education, and Vocational Rehabilitation, will work towards providing a process for virtual access for all participants to access services start-to-finish via virtual platforms.

**6. DESCRIPTION OF COMPREHENSIVE ONE-STOP SERVICES (WIOA Sec. 121(c)(2)(A)(i))
(Final Rules § 678.500(b)(1)) (Tennessee MOU/IFA Instructions Page 5) If additional
space is needed, please include an attachment referencing this section.**

- *Complete a local service matrix (Attachment II) illustrating local methods of service delivery which includes:*
 - *Career services to be provided by each required partner in each comprehensive one-stop center*
 - *Other programs and activities to be provided by each required partner*
 - *Method of delivery for each service provided by each required partner (e.g., staff physically present, cross-trained staff, direct linkage technology)*
- *In the spaces provided below:*
 - *In the introductory paragraph of this section, describe the required partners' combined commitment to integration and "manner in which the services will be coordinated and delivered through the system" (§ 678.500(b)(1))*
 - *In the spaces below designated for each required partner, describe each partner's commitment to coordinated service delivery and explain how the local service matrices illustrate that commitment*
 - *For each required partner below, describe the location(s) at which services of each required partner will be accessible*

The AJC strives to provide integrated service delivery by aligning staff by functional teams and providing cross-training on all programs and services offered in the AJC by the various partners. The Welcome Function is coordinated by the One-Stop Operator (OSO). Staff are either hired or partners are coordinated to fulfill the duties of this function. Those serving in the Welcome Function warmly greet customers entering the AJC and offer an evaluation of service need to identify the services to offer to customers in order to best meet their needs. Each customer is encouraged to register for Jobs4TN, and customers in need of other basic career services, such as labor exchange services, provision of labor market information, or other self-directed or minimally staff-involved services, are typically served by the staff person assigned to the Welcome Function. Customers identified as needing eligibility determination or individualized career services are referred to on-site partners via a warm hand-off. For partners not located full-time in the Center, a spreadsheet (attached) is maintained with contact information for all of the required partner programs offering services in the area including the following information as available: agency name, contact person, address, phone and fax numbers, e-mail address, and website. This spreadsheet allows for partners to easily connect and communicate via referral and / or electronic connection. In order to offer a "warm hand-off," staff at the AJC will connect with the off-site partner staff while the customer is at the AJC in order to ensure the desired services are delivered. A referral form has been developed for recording and tracking referrals between partners.

Staff serving in the Welcome Function coordinate with staff in the Career Development Team and Business Services Team in order to seamlessly deliver career services to all customers. All of the core partners have staff who serve as members of the Career Development and / or Business Services Function, whether on-site or off-site by referral or electronic connection. Each program provides a valuable service and all are connected to reach the desired outcome for the customer. While Career Development Team members focus on performing individualized career services such as skills assessments, developing Individual Employment Plans (IEPs), and case management, the Business Services Team focuses on developing positive relationships with employers in order to identify and address their human resource needs. Staff members are also cross-trained to allow for streamlined services and reduced duplication.

Periodically, staff at the AJC have a brief morning meeting to discuss shared resources and services that might benefit both current and prospective customers. This collaboration encourages more co-enrollment of participants between programs, further reducing duplication, enhancing services, and maximizing individual program funding. The use of e-mail, social media, and other technologies such as Skype to convey information to partner staff and customers enhances service delivery and increases Center efficiency, thus potentially expanding the customer pool. Additionally, staff stay current on partner programs through periodic Consortium meetings between the leadership of the core partner programs, quarterly Regional Planning Council meetings, and various staff trainings and / or meetings.

Title I (Adult, Dislocated Worker and Youth) –

Title I provides a variety of educational and training activities to eligible individuals based on the needs of the individual and in coordination with partner programs to prepare participants for employment in in-demand occupations. Services are available on-site at all AJCs in the LWDA, and are accessible to off-site partners through various methods. For instance, off-site partners may call or e-mail Title I staff to make referrals and may utilize the referral form developed by Title I staff as described in Section 8 below. Title I staff also maintain a spreadsheet (attached) for use by all partners containing relevant contact information for making referrals. The system's website also features a contact form that partners or customers may use to contact a Title I staff person for more information about services available through the AJC. Partners and customers may also send a message to Title I staff through the system's Facebook page. Marketing materials are made available at all AJCs. Title I Youth Services will be made available as outlined in the attached service strategy. The Board and Title I Youth Service Provider will enter into agreements / MOUs with providers offering Youth program elements as appropriate.

Title II (Adult Education and Family Literacy) –

Adult Education provides HiSet preparation and testing services. Weakley County Schools and Jackson State Community College manage adult education programs through direct linkage with the AJCs in Northwest TN with co-locating of staff, when feasible, at the comprehensive centers in Dyersburg and Huntingdon, and classes being offered in Humboldt when possible. An electronic presence of off-site staff for referrals will be available within the counties of Benton, Crockett, Henry, Lake, Obion, and Weakley County AJCs. Marketing materials are made available at all AJCs.

Title III (Employment Services under Wager-Peyser) –

Title III offers outreach and labor exchange activities for individuals and employers. Job seekers register at the front desk Kiosk / Jobs4TN.gov to begin the process of a job search activities such as entering a resume and their skills into Jobs4TN so they may be identified by companies who are hiring. Staff are available on-site at the AJCs in Dyersburg and Huntingdon. Services are available at the affiliate sites through direct linkage using phone, email, or Jobs4TN.gov. Partner staff on-site in the affiliate centers are cross-trained to provide both job seekers and employers assistance in accessing and utilizing the features of Jobs4TN. Employers may submit job orders to staff in any of the nine AJCs for posting to Jobs4TN. Marketing materials are made available at all AJCs.

Unemployment Insurance (UI) –

Partner staff working on-site at all nine AJCs are cross-trained to provide meaningful assistance for UI. This includes assisting customers in using Jobs4TN.gov to complete claims, weekly certifications, and utilizing the live chat feature, or using lwdsupport.tn.gov/hc/en-us to submit and track help desk tickets. Fax machines are also available at the AJCs to allow customers to submit needed information to the TDLWD State office if necessary. A LWDB staff member also serves as the Rapid Response Coordinator for the local area and coordinates with partners to provide assistance to employers and affected employees through Rapid Response services. Additionally, Title I and Title III staff are responsible for recording these services in Jobs4TN by entering activities into the individual's or employer's account. Marketing materials are made available at all AJCs.

Job Counseling, Training and Placement Services for Veterans --

In accordance with U.S. Code, Title 38, veterans and "covered persons" are provided the Priority of Service and Veterans preference on all job opportunities and qualified training programs available through the AJC. Notification of priority of service for Veterans is posted at each center. For Veterans with significant barrier(s) to employment, intensive services are available. Veterans services are available on-site at the AJC in Dyersburg. Other partner staff on-site in the affiliate centers and the comprehensive center in Huntingdon are cross-trained to provide self-identified Veterans with the Military Services Form to determine if a referral to Veterans services is appropriate. Veterans services are accessible through direct linkage via phone or email, and Veterans services staff are able to meet with customers on-site at these offices if needed.

Trade Readjustment Assistance –

Companies contact the TRA unit to file a TRA claim. Trade claims are tracked via Jobs4TN.gov website. TRA services are available on-site at the AJCs in Huntingdon and Dyersburg. Other partner staff on-site in the affiliate centers are cross-trained to assist in identifying job seekers who may qualify for TRA to determine if a referral to TRA services is appropriate. TRA services are accessible through direct linkage via phone or email, and TRA staff are able to meet with customers on-site at these offices if needed. TRA claimants will contact the TRA/TAA representative at the AJC for an appointment to discuss TRA services.

Trade Adjustment Assistance (TAA) –

TAA petitions are available online at www.dolta.gov. TAA services are available on-site at the AJCs in Huntingdon and Dyersburg. Other partner staff on-site in the affiliate centers and the are cross-trained to assist in identifying job seekers who may qualify for TAA to determine if a referral to TAA services is appropriate. TAA services are accessible through direct linkage via phone or email, and TAA staff are able to meet with customers on-site at these offices if needed. TAA claimants will contact the TAA representative at the AJC for an appointment to discuss the following services; re-employment services, job search allowance, relocation allowance, and training. Claimants interested in training are referred to Title I for assessment and testing. In addition, applicants are referred to Tennessee College of Applied Technology (TCAT) and or State School representative for assistance.

Migrant & Seasonal Farmworkers –

The program's main objective is to conduct outreach to and assessment of low income farmworkers in order to assist those who qualify with job training and placement services as listed in the local service matrices. Marketing materials are made available at all AJCs.

Services are accessible at all AJCs in the local area through direct linkage and cross-training of partner staff. For instance, Title I staff screen applicants for farmwork backgrounds in order to determine if a referral can be made. Migrant & Seasonal Farmworkers staff may also meet with potential clients on-site at the AJC if necessary.

National Farmworker Jobs Program (NFJP) –

The program's main objective is to conduct outreach to and assessment of low income farmworkers in order to assist those who qualify with job training and placement services as listed in the local service matrices. Marketing materials are made available at all AJCs.

Services are accessible at all AJCs in the local area through direct linkage and cross-training of partner staff. For instance, Title I staff screen applicants for farmwork backgrounds in order to determine if a referral can be made. NFJP staff may also meet with potential clients on-site at the AJC if necessary.

Community Service Block Grant (CSBG) –

CSBG services are available via direct linkage by phone or email. Marketing materials are made available at all AJCs. Northwest TN Economic Development Council has service centers that serve low-income households in Benton, Carroll, Crockett, Dyer, Gibson, Henry, Lake, Obion, and Weakley counties with CSBG, TEFAP (Temporary Emergency Food Program or commodity foods), and LIHEAP (Low Income Home Energy Assistance Program or "energy assistance"). The Head Start/Early Head Start Program serves all counties in Northwest TN. Other services include emergency assistance with utilities, rent or mortgage, intake and referral, outreach and needs assessment, and case management for employment/self-sufficiency.

Senior Community Services Employment Program (SCSEP) –

SCSEP services are available via direct linkage by phone or email. SCSEP provides low income individuals 55 and older who have poor employment prospects with subsidized, part-time, community service work based training. Participants train an average of 20 hours per week in a variety of community service activities at non-profit and public facilities, including the AJC. SCSEP also assists its customers in utilizing AJC services such as computer classes, interview classes, and resume assistance. Marketing materials are made available at all AJCs.

Title IV (Rehabilitation Services) –

The Vocational Rehabilitation (VR) Program provides a variety of assessment, training, employment, and specialty services and supports to eligible individuals with disabilities based on the rehabilitation needs of the individual in accordance with the individual's aptitudes, abilities, capabilities, interests, and informed choice, and as identified in an Individualized Plan for Employment with a goal to secure, retain, advance in, or regain competitive integrated employment. VR collaborates with AJC partners, community rehabilitation service providers, educational institutions, and employers to meet an individual's rehabilitation needs. VR services may be accessible through co-location of VR Counselors and other VR professionals at AJCs and through local VR offices.

DHS/TANF –

Families First, the state's Temporary Assistance for Need Families (TANF) program is a workforce development and employment program. The Families First/TANF Program emphasizes work, training, and personal responsibility. It is temporary and has a primary focus on gaining self-sufficiency through employment. The Families First/TANF program helps participants reach this goal by providing temporary cash assistance, transportation, child care assistance, educational supports, job training, employment activities, and other supportive services. The TANF Case Managers are not onsite at the AJCs, however, individuals may initiate an application for Families First/TANF services through the following link: Consumer Service Portal - Customer Service (<https://onedhs.tn.gov/csp>).

Second Chance (Reentry) –

Services are not available in Northwest TN.

HUD Employment and Training Activities –

Services are not available in Northwest TN.

Job Corps –

Services are not available in Northwest TN.

YouthBuild –

Services are not available in Northwest TN.

Perkins/Post-Secondary Career & Technical Education--

Tennessee's Community and Technical Colleges play an integral role in the economic growth of our State. From providing short-term training programs to customized, long-term initiatives, these colleges have developed innovative strategies to meet the workforce training needs of local, regional and State employers. As recipients of funding under the Carl D. Perkins Career and Technical Education Act, these institutions strive to develop more fully the academic, career, and technical skills of students who elect to enroll in career and technical education programs. These institutions coordinate with AJC partners to conduct one or more "Manufacturing Days" at high schools in each of the LWDA's counties annually. These events are conducted in partnership with local education institutions and businesses to assist students in understanding all aspects of an industry, providing them with career guidance, and preparing them for high skill, high wage, or high demand occupations leading to self-sufficiency. DSCC and the TCATs also work with AJC partners to engage local employers in assisting in developing programs and to apply for programs to be added to the eligible training provider list.

TCAT/Tennessee Reconnect--

As Perkins recipients for Career & Technical Education, the TCATs in the local area participate in the same activities as described in the "Perkins/Post-Secondary Career & Technical Education" section above. All Perkins services are offered through direct linkage and / or cross-training of AJC staff, who may assist customers in going online to complete an admissions application or other required paperwork.

7. PROCUREMENT OF ONE-STOP OPERATOR (Tennessee Memorandum Guidelines for One- Stop Operator Procurement) (Tennessee MOU/IFA Instructions Page 6) If additional space is needed, please include an attachment referencing this section.

- *Name the procured one-stop operator – (this information will be amended once the One-Stop Operators have been procured). The following bullet points should be explained in this section*
- *Describe the functions and scope of work of the one-stop operator as defined in the Request for Proposal or as planned for the competitive procurement process*
- *Assure that the one-stop operator will not perform any of the proscribed functions (§ 678.620(b)) to avoid a conflict of interest*

Note: One-stop operator designation takes effect July 1, 2017 (§ 678.635)

In order to select an operator for the one-stop system in the local area, consistent with WIOA Sections 107(d)(10) and 121(d) and the Workforce Services Policy regarding One-Stop Delivery and Design System, paragraph (D) of the Local Board Responsibilities section, and in accordance with the Regional Planning Council, the LWDB, with the agreement of the chief elected officials for the local area, shall designate or certify one-stop operators as described in section 121(d)(2)(A). In order to conduct a competitive process for the selection of a one-stop operator, in accordance with 121(d)(2)(A), the Board, with the agreement of the CEOs, issues a Request for Proposals (RFP) or procures a third-party to conduct the bidding process. Public notice is provided through both print media and electronic means, with potential bidders being notified of the release by email. Proposals received are reviewed by a committee approved by the Board and CEOs and who make a recommendation to the Board for selection of the operator. The selected operator enters into a contract with the Board and CEOs as developed by the fiscal agent to deliver the services described in the Scope of Work, which clearly articulates the role of the operator in accordance with §678.620(a).

To further avoid a conflict of interest in accordance with §678.620(b)(1), the functions and scope of work of the operator as detailed in the RFP, do not include the following functions, which will continue to be

performed by the LWDB: Convene system stakeholders to assist in the development of the local plan; prepare and submit local plans (as required under sec. 107 of WIOA); be responsible for oversight of itself; manage or significantly participate in the competitive selection process for one-stop operators; select or terminate one-stop operators, career services, and youth providers; negotiate local performance accountability measures; or develop and submit a budget for activities of the Local WDB in the local area. The above named functions shall continue to be conducted by the LWDB, not the selected operator. In accordance with §678.620(b)(2), in the event that an entity selected to serve as the operator in future procurement processes also serves a different role within the one-stop delivery system and performs some or all of these functions when acting in its other role, sufficient firewalls and conflict of interest policies and procedures will be developed according to the specifications in § 679.430 for demonstrating internal controls and preventing conflict of interest.

The purpose of the RFP is to identify and fund one entity to coordinate service delivery of the core and required American Job Center partners and service providers in the two comprehensive centers and seven affiliate centers in Northwest TN. All services provided by the operator will conform to the Coordinate, Observe, Report, Evaluate services model. The role of the Operator is further defined through guidance provided in TDLWD WIOA Workforce Services Regional and Local Planning Policy as:

- 1) Oversee management of One-Stop Centers and service delivery
- 2) Evaluate performance and implement required actions to meet performance standards
- 3) Evaluate various customer experiences
- 4) Ensure coordination of partner programs
- 5) Act as liaison with the LWDB and One-Stop Center
- 6) Define and provide means to meet common operational needs
- 7) Oversee full implementation and usage of all State systems by the local area
- 8) Design the integration of systems and coordination of services for the site and partners
- 9) Manage fiscal responsibility for the system or site
- 10) Plan and report responsibilities
- 11) Write and maintain a business plan
- 12) Market One-Stop Center services
- 13) Facilitate the sharing and maintenance of data; primarily the site, with emphasis on the state system
- 14) Integration of available services and coordination of programs for the site with all partners

In regards to Section 8 below, the local one-stop operator's role and responsibilities for coordinating referrals among required partners (§678.500(b)(3)) include:

- Inspire others and lead change; demonstrate extremely high levels of professionalism, integrity, and collaboration; and enhance and develop partnerships. Further, the operator will be required to coordinate with the leadership of all required partners
- Coordinate services with the LWDB's affiliate and/or identified access points to assure that required partners are apprised of AJC and community services for referral of customers.
- Maintain and update a digital and hard copy listing of all partner programs, including a brief description of service and contact information to assure that all staff in the AJC have up-to-date information for referral of customers.

In the Section 6 and 8 Attachment and in the spaces in Section 8 below designated for each required partner, each partner has listed the other programs to which it will make referrals, the method(s) of referral to each partner, and the means of tracking referrals. Referrals are made by all partners based on the initial evaluation of each individual's service needs using methods such as written, electronic, or phone referrals. Methods of referrals strive towards a coordinated and integrated approach to common intake procedures, career services, business services, and data sharing among partners.

The procured Operator as of the execution of this MOU is Mid-Cumberland Human Resource Agency.

8. REFERRAL PROCESS (WIOA Sec. 121 (c)(2)(A)(iii)) (Tennessee MOU/IFA Instructions Page 6). If additional space is needed, please include an attachment referencing this section.

- *In the spaces provided below, address all of the following:*
 - *In the introductory paragraph of this section, describe local one-stop operator's role and responsibilities for coordinating referrals among required partners (§678.500(b)(3))*
 - *In the spaces below designated for each required partner, each partner must list the other programs to which it will make referrals and the method(s) of referral to each partner; for example, in the Title I box, Title I will list all other programs to which it will refer clients and the method(s) of referral for each*
 - *Identify the method of tracking referrals*

Note: Local areas must be as specific as possible when describing the differences in referral methods between partner programs. DOL has expressed concern about this area in the past.

Title I (Adult, Dislocated Worker and Youth) –

Title I staff will refer to all participating partners using any of the means detailed in the Section 8 Attachment. Referrals to on-site partners will be made using a warm hand-off. In order to track the referrals made amongst partners, a referral form has been developed and all partners are encouraged to utilize the form. The form may be completed electronically and emailed or faxed to partners who are not available on-site at the AJC, and the receiving agency is asked to complete and return the form. Title I staff track the referrals made by following-up with the customer and / or agency monthly if the form is not returned to ensure services are provided to the customer, if not provided while the customer is at the AJC.

Title II (Adult Education and Family Literacy) –

Adult Education will make referrals to appropriate stakeholder agencies as listed in the Section 8 Attachment whenever a barrier to success is identified by our students or staff. Formal referrals will be made to these agencies through emails and calls and follow-up will be conducted as needed.

Title III (Employment Services under Wager-Peyser) –

Referrals to on-site partners are made using a warm hand-off and staff may also utilize the referral form developed by the Title I staff. Referrals are also made via electronic connection through Jobs4TN.gov website, to include partners located outside the American Job Center (AJC), and for a means of tracking for participant progress. Title III staff also track the referrals made by following-up with the customer and / or agency monthly if the form is not returned to ensure services are provided to the customer, if not provided while the customer is at the AJC.

Title IV (Rehabilitation Services) –

The Vocational Rehabilitation (VR) Program may make referrals to any available partner program to meet the rehabilitation needs of eligible individuals. Referrals may be made using the established AJC standard or directly to the partner program by email, phone, or other appropriate method. The Career Services matrix illustrates the collaboration between VR and the partners for basic, individualized, and follow-up services to ensure the best use of resources in providing services to customers. VR tracks referrals through an electronic case management system.

Unemployment Insurance (UI) –

Partner staff working on-site at all AJCs are cross-trained to provide meaningful assistance for UI using Jobs4TN.gov and/or lwdsupport.tn.gov/hc/en-us. Fax machines are also available at the AJCs to allow customers to submit needed information to the TDLWD State office if necessary. On-site staff receive written, electronic, or phone referrals to assist customers with UI. Referrals are also made via electronic connection through Jobs4TN.gov website, to include partners located outside the American Job Center (AJC), and for means of tracking.

Job Counseling, Training and Placement Services for Veterans –

Customers with SBEs are referred to any partner who can assist them with becoming job-ready. Referrals will be made to all other participating partners, as listed in the Section 8 Attachment, when there is a need for that service. These referrals will be made by phone or email, or warm hand-off for on-site partners. Referrals are also made via electronic connection through Jobs4TN.gov website, to include partners located outside the American Job Center (AJC), and for a means of tracking for participant progress. Follow-ups are made by phone each month with the customer.

Trade Readjustment Assistance –

Trade affected workers are first referred to the TRA Unit for eligibility determination. If eligible, a claim is taken by the claims agent and the customer is referred back to the AJC for assistance with job search or training opportunities. Referrals are made via electronic connection through Jobs4TN.gov website, to include partners located outside the American Job Center (AJC), and for a means of tracking for participant progress. Follow-ups are completed with customers weekly.

Trade Adjustment Assistance (TAA) –

Referrals for Trade-affected workers are made to TAA staff for assessment and testing if the worker is interested in training opportunities. The TAA staff then refers the customer to Title I or Title II staff for CASAS and/or TABE testing. Referrals are made via electronic connection through Jobs4TN.gov website, to include partners located outside the American Job Center (AJC), and for a means of tracking for participant progress. Follow-ups are also done daily with on-site staff as needed.

Migrant & Seasonal Farmworkers –

Every customer who makes contact with this program, whether they qualify or not, is always referred to the AJC for services that may be able to receive. Contact is made with customers referred by the AJC and effort made to determine if they may be served by the program.

Referrals are made to all other partners as listed in the Section 8 attachment. To track referrals, staff will utilize the method of tracking referrals as developed by the Title I staff.

National Farmworker Jobs Program (NFJP) –

Every customer who makes contact with this program, whether they qualify or not, is always referred to the AJC for services that may be able to receive. Contact is made with customers referred by the AJC and effort made to determine if they may be served by the program.

Referrals are made to all other partners as listed in the Section 8 attachment. To track referrals, staff will utilize the method of tracking referrals as developed by the Title I staff.

Community Service Block Grant (CSBG) –

Customers can be referred via phone call, e-mail or face-to-face contact with county staff at service centers. Customers in need of any agency services will be assessed for eligibility through the application intake process. NWTNEDC can provide host placement opportunities for customers who need their community service time and works with partners to coordinate any services, training, or needs.

Senior Community Services Employment Program (SCSEP) –

SCSEP refers clients to the AJCs and receives referrals from the AJC in the form of a phone call or email, including the Title I referral form. With the completion of the referral form by both parties, it is understood the customer has been taken care of. Referrals are made to all other partners as listed in the Section 8 attachment.

DHS/TANF –

DHS will make referrals to Title I, Title II, Title III, Title IV, and other core partners to provide workforce development and educational activities to FF/TANF customers. DHS will utilize the referral system the local board has established for receiving partner referrals so that customers can access these services. DHS will utilize the DLWD VOS system to review reported data from other partners who record attendance and compliance in referred activities. DHS will also document recorded data in its internal eligibility system.

Second Chance (Reentry)–

Not available in Northwest TN.

HUD Employment and Training Activities –

Not available in Northwest TN.

Perkins/Post-Secondary Career & Technical Education–

DSCC and the TCATs in the local area refer students to AJC partners as listed in the Section 8 attachment for educational assistance opportunities and other services by providing them with the telephone number, email, and AJC address. Staff may also utilize the referral form and method of tracking referrals as developed by the Title I staff in addition to making follow-up contacts with students and prospective students in accordance with each institution's policies.

Job Corps –

Not available in Northwest TN.

YouthBuild –

Not available in Northwest TN.

TCAT/Tennessee Reconnect–

As Perkins recipients for Career & Technical Education, the TCATs in the local area participate in the same activities as described in the "Perkins/Post-Secondary Career & Technical Education" section above.

9. PHYSICAL ACCESSIBILITY (WIOA Sec. 121 (c)(2)(A)(iv)) (WIOA Final Rules §678.500(b) (4)) (Tennessee MOU/IFA Instructions Page 6) If additional space is needed, please include an attachment referencing this section.

Describe how—through specific examples and commitments—required partners will assure the physical accessibility of the comprehensive one-stop center(s), including the following:

- *The comprehensive one-stop center's layout supports a culture of inclusiveness*
- *Access to public transportation is available within reasonable walking distance*
- *The location of a dedicated parking lot, with parking lot spaces closest to the door designated for individuals with disabilities*

An entrance of each AJC is wheelchair accessible, and is marked by the universal accessibility sign. Dedicated parking spaces are available with parking spaces closest to the door and / or ramp designated for individuals utilizing wheelchairs in accordance with ADA guidelines. At the comprehensive center in Dyersburg, an adjustable computer desk is able to accommodate individuals utilizing wheelchairs. At all centers, a doorbell is available for individuals needing assistance in opening the door to the center. Compliance with ADA requirements is ensured when locating to new buildings or when repairs are needed. An Equal Opportunity poster is displayed at each center and a Grievance brochure outlining the steps to file a complaint is made available. Signage regarding the availability of Language Line for interpretation services is also posted in each AJC. Staff also participate in an annual nondiscrimination/EO/disability awareness training to ensure the center supports a culture of inclusiveness.

Perhaps the greatest barrier for many AJC customers is the lack of transportation. While mass public transportation is not available in Northwest TN, individuals needing transportation assistance may utilize transportation services available through various community agencies such as Northwest TN Human Resource Agency, which provides transportation service for the citizens of the region to ensure access to medical and educational facilities, employment sites, shopping centers, and various other businesses and services. In order to enhance the provision of transportation and other supportive services, the Regional Planning Council ensures the sharing of best practices for possible replication. Additionally, through collaboration with programs offering supportive services, Northwest TN will also maximize customers' access to services not available through the AJC. For example, partnering with agencies offering transportation services on behalf of customers who lack means of transportation to coordinate

schedules, arrange services, or to potentially fund such services for both individuals and groups. Coaching and mentoring services available through the AJCs and partner programs, such as TN ReConnect, are also utilized to assist customers in obtaining needed services.

In order to assure the continued physical accessibility of the comprehensive one-stop centers, the required partners will:

- 1) Ensure compliance with ADA requirements when locating to a new building or when repairs are needed;
- 2) Maintain the above named accommodations, or ones similar, and others on an as-needed basis;
- 3) Offer referrals to provide customers with a comprehensive set of services, including accommodations;
- 4) Maintain an Equal Opportunity Officer for the LWDA to ensure compliance with all appropriate legislation and regulation; and
- 5) Provide training to staff on a routine basis.

10. PROGRAMMATIC ACCESSIBILITY (WIOA Sec. 121 (c)(2)(A)(iv)) (WIOA Final Rules §678.500(b)(4)) (Tennessee MOU/IFA Instructions Page 7) If additional space is needed, please include an attachment referencing this section.

- *Describe how the comprehensive one-stop center provides access to all required career services in the most inclusive and appropriate settings for each individual participant*
- *Describe specific arrangements and resources available to assure that individuals with barriers to employment, including individuals with disabilities, can access available services and how outreach will be conducted to these groups (§678.500(b)(4)). Include Mobile American Job Center information.*
- *Explain how services will be provided using technology that is actually available and in accordance with the "direct linkage" requirement under WIOA*

Note: Provide as much specificity as possible for each partner program

The Operator is responsible for designing and implementing quality services to all AJC customers. The American Job Centers standing committee of the LWDB also provides guidance for enhancing services while the Outreach and Opportunities committee develops methods to identify and recruit target populations, such as the outreach efforts and coordination with the Mobile AJC described in Section 5 above. With high unemployment and poverty rates, and low educational attainment in the area, the AJC serves many customers experiencing barriers to employment. Typically served through the Welcome Function and / or Career Development Function, these customers often need staff assistance in order to address barriers such as lack of transportation, childcare, healthcare, education, and/or work ethic to become self-sufficient. Given the many needs of populations with barriers, staff in the AJC must be knowledgeable of partner programs and community resources and be prepared to help customers in utilizing these services, including ensuring accessibility and providing reasonable accommodations.

Reasonable accommodations are provided for all aspects of a customer's experience in the AJCs, such as during application/registration for, and provision of, aid, benefits, services, and training. Accommodations are made according to the individual's need in order to ensure that he / she receives equal benefits from the program or activity, will be able to compete fairly in educational work settings, and in general, to have an equal opportunity. If needed, documentation of the individual's need for accommodations is obtained and maintained in a separate, secure location. In order to inform customers of the accommodations available, the following tag-line, or one similar, is included on all recruitment brochures and other outreach materials including print, newspaper ads, television, and radio commercials produced by the local workforce development board: "EOE. Auxiliary aids and services available upon request. TDD# 711."

Accommodations available, detailed in the Section 10 attachment, include a large keyboard and calculator, a trackball mouse, ZOOM software for individuals with visual impairments, Language Line for interpretation or translation services, extended time and readers for assessments, large-print and Spanish Registrant Handbooks, and IntelliKeys keyboards. JAWS software, which reads aloud what's on the computer screen and gives the user a unique set of intelligent tools for navigating and accessing web pages and all screen content for individuals with visual impairments, is also available at the comprehensive center in Dyersburg. The system utilizes a TDD/TTY number for all centers, 711, and a TDD/TTY phone is available at the three certified AJCs. Interpretive machines are made available if needed and referrals are made for additional services not offered in the AJC. Furthermore, in partnership with DRS, a braille is available for the blind, interpreters for the deaf will be provided through the Jackson Council for Independent Living, and accessibility evaluations will be done at the STAR Center.

In accordance with the "direct linkage" requirement under WIOA, services are provided using technology available at the AJCs. For instance, the use of Skype, Zoom, WebEx, and / or Teams for "face-to-face" interactions with various partners and / or employers also allows customers in affiliate sites and access points to virtually receive one-stop services typically only offered onsite at the comprehensive centers. Jobs4TN also allows both job seeker and employer customers to remotely access secure, web-based AJC services such as labor market information, unemployment insurance, and mediated labor exchange. On-site and off-site partners also routinely make referrals via phone or email, or to Jobs4TN.gov for the unemployment insurance program. Information regarding AJC services is also made available on the system's website and social media pages. The Mobile AJC, Virtual AJC, and access points also provide access to services.

All partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners assure that they have policies and procedures in place to address these issues, which have been disseminated to their employees and otherwise posted as required by law, and are in compliance with all applicable state and federal laws and regulations regarding these issues.

11. DATA SHARING AND COLLECTION (Tennessee MOU/IFA Instructions Page 7) If additional space is needed, please include an attachment referencing this section.

- Describe how core program partners will share data and information and will collaborate to assure that all common primary indicators of performance for the core program partners in the local area will be collectively achieved
- Provide assurances that participants' Personally Identifiable Information (PII) will be kept confidential
- In each description, cite specific examples of required partners demonstrating a commitment to integration in the local area
- Describe the collection of data across programs
- Describe how Jobs4TN will be utilized and incorporated

NOTE: Partners are encouraged to seek clarification from their respective core partner state agency and/or data staff

The management information system used to case manage participants for the programs listed below is the Jobs4TN system. Each AJC also utilizes the Greeter feature to track the number of customers using the AJC. Using this system for the majority of WIOA programs will allow programs to share information and reduce duplication of data entry. Information needed to calculate all common indicators of performance will reside in this system. Reports can be generated and shared with program staff to ensure that performance targets will be met. The State office has held core partner meetings and has established performance groups that will routinely meet and report out all core partner performance. This approach will allow all partners to share concerns and keep a close eye on performance as a system. TANF and Vocational Rehabilitation will use other case management systems but all WIOA partners will work to share information across these systems in order to better serve participants.

Title I: Adult, Dislocated Worker, Youth
Title II: Adult Education and Family Literacy
Title III: Employment Programs under Wagner-Peyser
Unemployment Insurance
Trade Readjustment Assistance (TRA)
Trade Adjustment Assistance (TAA)
Job Counseling, Training, Placement Services for Veterans
Supplemental Nutrition Assistance Program Education & Training (SNAP E&T)
Migrant and Seasonal Farmworkers
Community Services Block Grant (CSBG)
Senior Community Services Employment Program (SCSEP)
Second Chance (Reentry) - not currently available in Northwest TN

Each employee is required to sign a user agreement stating that personally identifiable information is to be kept confidential and only used for the purpose of job duties. In addition, the TDLWD has memorandum of understandings with core partners in which participant information is shared. The TDLWD also has signed WRIS and FEDES agreements which govern participant wage records and their use. A signed confidentiality agreement is required by any employee or contractor stating they have read and acknowledge all protocols within the WRIS and FEDES agreement. The TDLWD will be maintaining written procedures detailing approaches for use of wage data to ensure that the information is only given to authorized personnel and used for only authorized purposes. TDLWD will also ensure that all wage data is maintained and destroyed in a timely manner using appropriate methodologies.

Parties to the MOU agree to work cooperatively to share data to the extent necessary and as permitted or required by applicable statutes or regulations. Additionally, partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements. All data, including customer PII, collected, used, and disclosed by partners will be subject to the following:

- 1) Customer PII will be properly secured in accordance with the agency's policies and procedures regarding the safeguarding of PII.
- 2) Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- 3) Customer data will be kept confidential, consistent with applicable Federal and State privacy laws and regulations, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations.
- 4) Collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.
- 5) Access to software systems and files under the respective partner's control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each partner expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

All AJC and partner staff should be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, and shall share data across programs as appropriate. For instance, DSCC uses Banner as its student information and financial recording and reporting information system. Title I employees are also DSCC employees and have access to the needed information in this system. PII security is very important to DSCC and PII is not distributed through email or campus mail. Staff at DSCC only have access to information required for their job needs, including Title I staff.

Title I staff also work with financial aid and other staff members at DSCC and TCATs within the LWDA to complete needs assessments or other instruments to let Title I staff know, for example, how much need is to be paid by Title I on behalf of a student. Both Title I and TAA staff also coordinate with various training providers to obtain transcripts and other documentation of students' progress in their selected training programs. AJC partners also routinely share information in order for partners to make eligibility determinations and coordinate services. Examples of sharing of such information include:

- 1) Title I staff routinely obtain information from DHS and TANF partners to verify receipt of benefits to establish eligibility for various Title I programs.
- 2) Title I, TANF, and Rehabilitation Services staff routinely coordinate services to ensure customers' needs are met. For instance, if a customer is co-enrolled in Title I and TANF, and receiving transportation assistance through TANF, the Title I program deducts the amount received through TANF from the Title I transportation stipend.
- 3) Various partners often serve as training sites for SCSEP participants and coordinate with program managers to ensure participants' training needs are met. SCSEP asks the Host Agency to sign an agreement to assist the participants in learning skills to prepare them for the workforce, and also asks the host agency supervisors to provide feedback on how the participants are working out and if there are skills that need to be worked on.

12. COST SHARING OF SERVICES (WIOA Sec. 121 (c)(2)(A)(ii)) (WIOA Final Rules §678.755 and §678.760) (Tennessee MOU/IFA Instructions Page 7) If additional space is needed, please include an attachment referencing this section.

- *To complete this section, see the Individual AJC Budget Template instruction sheet – Attachment II and the Infrastructure Funding Agreement – Attachment III.*
- *For the purposes of this section (12), only provide a narrative explanation of cost sharing services*
- *In the event that an agreement cannot be reached among partners, 20 CFR 678.750 will apply:*
 - (a) The Governor must establish a process, described under sec. 121(h)(2)(E) of WIOA, for a one-stop partner administering a program described in §§ 678.400 through 678.410 to appeal the Governor's determination regarding the one-stop partner's portion of funds to be provided for one-stop infrastructure costs. This appeal process must be described in the Unified State Plan.*
 - (b) The appeal may be made on the ground that the Governor's determination is inconsistent with proportionate share requirements in § 678.735(a), the cost contribution limitations in § 678.735(b), the cost contribution caps in § 678.738, consistent with the process described in the State Plan.*
 - (c) The process must ensure prompt resolution of the appeal in order to ensure the funds are distributed in a timely manner, consistent with the requirements of § 683.630 of this chapter.*
 - (d) The one-stop partner must submit an appeal in accordance with State's deadlines for appeals specified in the guidance issued under § 678.705(b)(3), or if the State has not set a deadline, within 21 days from the Governor's determination.*

The operating budget of the one-stop service delivery system is the financial plan to which the one-stop partners, CLEOs, and LWDB in the local area have agreed in this MOU that will be used to achieve the goal of delivering services in the local area. To achieve this, each partner completed a budget for each AJC per the TDLWD Workforce Services MOU / IFA Guidance. These individual budgets were then consolidated into a master budget that consists of costs that are specifically identified in the statute (Section 12 Attachment).

Infrastructure costs, defined in WIOA sec. 121(h)(4), include non-personnel costs such as:

- 1) Rental of facilities.
- 2) Utilities and maintenance.
- 3) Equipment (including assessment-related and assistive technology).
- 4) Technology to facilitate access to the One-Stop, including planning and outreach activities.
- 5) Costs of the use of the common AJC identifier such as signage and supplies.

Additional costs include:

- 1) Applicable career services as described in WIOA sec. 134(c)(2).
- 2) Shared operating costs and shared services, described in WIOA sec. 121(i), that are related to the operation of the one-stop delivery system, but do not constitute infrastructure costs, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to partners, and business services. These costs may include personnel expenses for shared Welcome Function staff.
- 3) Direct costs, as described in 2 CFR 200.413, including costs identified specifically with a particular final objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy (i.e. Title I Individual Training Accounts).

In accordance with WIOA Section 121(h), the following programs offering services in Northwest TN are required to contribute to infrastructure costs per the TDLWD Workforce Services MOU / IFA Guidance:

- 1) WIOA Title I Adult, Dislocated Worker, and Youth
- 2) WIOA Title II Adult Education and Literacy
- 3) WIOA Title III Wagner Peyser
- 4) Title IV Vocational Rehabilitation
- 5) Activities authorized under Title V of the Older Americans Act of 1965
- 6) Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006
- 7) Chapter 2 of Title II of the Trade Act of 1974
- 8) Chapter 41 of Title 38, United States Code
- 9) Employment and training activities carried out under the Community Services Block Grant Act
- 10) Programs authorized under State unemployment compensation laws
- 11) Part A of Title IV of the Social Security Act

Actual costs will be billed rather than estimates or budgeted amounts. The one-stop operating budget will be periodically reconciled against actual costs incurred and adjusted accordingly. Line item budgets may be adjusted between reconciliations as needed. This reconciliation will ensure that the budget reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner's use of the one-stop center and relative benefit received.

To determine each partner's expected contribution to infrastructure costs, Northwest TN utilized the Infrastructure Funding Agreement (IFA) template provided by the TDLWD (Section 12 Attachment). As agreed upon by the partners, the contribution per partner may be based on (1) Full-Time Equivalent (FTE), (2) Square Footage, and / or (3) Number of Customers Served. The IFA includes the below information in order to identify each partner's contribution:

- 1) A listing of all partners present in the local area
- 2) Whether the partners are physically located within an AJC or accessible through direct linkage
- 3) The infrastructure, additional, shared-direct, and direct costs of all partners and centers
- 4) The allocation base for all costs
- 5) The number of staff, weekly staff hours, office payment ratio, and number of offices for each partner
- 6) The assigned square footage for each partner and the square footage shared amongst partners
- 7) Direct costs by center
- 8) Total partner contributions by allocation base
- 9) Total partner contributions by cost category

13. DURATION/AMENDMENT/APPEAL PROCEDURES (WIOA Sec. 121 (c)(2)(A)(v)) (WIOA Final Rules §678.500(b) (5)) (Tennessee MOU/IFA Instructions Page 8) If additional space is needed, please include an attachment referencing this section.

Describe the duration of the MOU

Describe amendment procedures, including annual negotiation of infrastructure and shared system costs to address the following:

- *The amount of notice a partner agency must provide the other partners to make amendments*
- *The procedures for informing other partners of the pending amendment*
- *The circumstances under which the local partners agree the MOU must be amended*
- *The procedures for amending the MOU to incorporate the final approved budget on an annual basis*
- *The procedures for terminating the MOU or a specific partner's participation in the MOU*
- *The process for resolving any disputes that evolve after the agreement is reached*
- *The appeals process for any disputes that evolve after the agreement is reached*
- *Process must follow the directives in WIOA678.500(b)(5)*

NOTE: Ensure the MOU reflects the most recent date as amendments are approved

The duration of this MOU shall commence July 1, 2023 and expire either in one year, or upon amendment, modification, or termination.

Amendment / Modification:

All modifications must be in writing and approved by the LWDB. When a partner wishes to modify the MOU, outside of the annual negotiation period, the partner must first provide written notification thirty (30) days in advance of the proposed change to the LWDB Chair (or designee) and outline the proposed modification(s). Upon notification, the LWDB Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate. Amendment or modification of the MOU only requires the parties to review and agree to the elements of the MOU that changed. Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the LWDB Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed. If determined that a Partner is unwilling to agree to the MOU modification, the LWDB Chair (or designee) must ensure that the dispute resolution process described in the Section 4 Attachment is followed. All decisions resulting from the execution of the dispute resolution process shall be considered final.

The LWDB Chair (or designee) must immediately circulate the MOU modification and secure partner signatures within four (4) weeks. The modified MOU will be considered fully executed once all signatories have reviewed and signed. The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the LWDB Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other parties.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the LWDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the LWDB Chair (or designee) presents the agreement as a proposed modification to the MOU.

Annually, the infrastructure and shared system costs will be reviewed and re-negotiated as necessary to amend the MOU to incorporate the final approved budget. To accomplish this, partners will follow the below process:

- 1) Notification of Partners: The LWDB Executive Director (or designee) will notify all parties in writing that it is necessary to review the infrastructure and shared system costs and will provide all applicable documents along with a timeline for the review process.
- 2) Preliminary Review: All parties will be provided sufficient time to review the document(s) and raise any questions or concerns regarding any proposed changes to the budget.

- 3) Negotiations Meeting: The LWDB Executive Director (or designee) will arrange for all parties to meet if deemed necessary by any of the parties, or an electronic meeting may be held if appropriate.
- 4) Revised Draft Budget: The LWDB Executive Director (or designee) will submit a revised draft budget based on discussions at the negotiations meeting, and additional formal or informal meetings as needed, to all parties for review and final comments.
- 5) Final Review and Comment: All parties will review the final revised draft budget and submit comments to the LWDB Executive Director (or designee) by the specified deadline.
- 6) Signatures Obtained: The final draft budget will be routed to all parties for signatures by the LWDB Executive Director (or designee).

Failure to reach agreement on infrastructure costs will result in application of a state funding mechanism per 20 CFR 678.730, in which case the Governor, through assistance of the State Workforce Development Board, will make the final determination of each required partner's proportionate share of infrastructure costs. Per the TDLWD's TN WIOA Infrastructure Cost Sharing Guidelines for LWDA's, any required partner may appeal the Governor's determination, in writing via registered mail, no later than the 21st day from the date of receipt of the notice of denial or revocation, on the basis of a claim that the determination is inconsistent with (1) the proportionate share requirements of 20 CFR 678.735(a) or; (2) the cost contribution caps described in 20 CFR 678.735(c) and 678.738.

Other circumstances in which the MOU may be amended include to amend the name of the procured One-Stop Operator and the addresses of the American Job Centers.

Termination:

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above. In the event of termination, the parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

This MOU will remain in effect until the end date specified in the Effective Period section shown above unless:

- 1) All parties mutually agree to terminate this MOU prior to the end date.
- 2) Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- 3) WIOA is repealed or superseded by subsequent federal law.
- 4) Local area designation is changed under WIOA.
- 5) A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the LWDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

14. RENEWAL PROVISIONS (WIOA Sec. 121(c)(2)(A)(v)) (WIOA Final Rules §678.500(b)(6)) (Tennessee MOU/IFA Instructions Page 8) If additional space is needed, please include an attachment referencing this section.

Provide the process and timeline in which MOU will be reviewed, including:

- *Explain the renewal process, which must occur at a minimum of every three years*
- *Describe the required renewal process if substantial changes occur before the MOU's three-year expiration date*

NOTE: Ensure the MOU reflects the most recent date as renewals are approved

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Renewal of an MOU requires all parties to review and agree to all elements of the MOU and resign the MOU. Substantial changes, such as changes in one-stop partners, or a change due to the election of a new CEO, will require renewal of the MOU. Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU.

To renew the MOU, either at the end of the one-year period or if substantial changes occur before the MOU's three-year expiration date, the parties to this MOU agree to follow the below process:

1) Notification of Partners: The LWDB Executive Director (or designee) will notify all parties in writing that it is necessary to renew and execute the MOU and will provide all applicable policies and preceding MOU documents, as applicable, including a timeline for the renewal process.

2) Preliminary Review: All parties will be provided sufficient time to review the existing MOU to identify potential changes and submit them to the LWDB Executive Director (or designee) prior to the negotiations meeting.

3) Negotiations Meeting: The LWDB Executive Director (or designee) will arrange for all parties to meet, if deemed necessary, to review the draft MOU and proposed changes within thirty (30) days of the notification.

4) Revised Draft MOU: The LWDB Executive Director (or designee) will submit a revised draft MOU based on discussions at the negotiations meeting, and additional formal or informal meetings as needed, to all parties for review and final comments within thirty (30) days following the negotiations meeting.

5) Final Review and Comment: All parties will review the revised draft MOU and submit comments to the LWDB Executive Director (or designee) within fourteen (14) days.

6) Signatures Obtained: The final draft MOU will be routed to all parties for signatures by the LWDB Executive Director (or designee) within forty-five (45) days of the release of the revised draft MOU.

The LWDB Chair (or designee) will ensure the MOU reflects the most recent date as renewals are approved.

15. ADDITIONAL LOCAL PROVISIONS (OPTIONAL) (WIOA Sec. 121(c)(2)(B)) (WIOA Final Rules §678.500(c)) (Tennessee MOU/IFA Instructions Page 8) If additional space is needed, please include an attachment referencing this section.

No additional local provisions have been identified.

16. ADDITIONAL PARTNERS (WIOA Sec. 121 (b)(2)) (Tennessee MOU/IFA Instructions Page 8) If additional space is needed, please include an attachment referencing this section.

The Native American Indian Association (NAIA) of Tennessee, administering WIOA Native American programs in TN, has been included as an additional partner to the MOU. NAIA offers individuals who are Native American Indian (or a descendant), Native Hawaiian, or an Alaska Native AND unemployed or underemployed, services that can help them get the skills needed to enter a rewarding career in one of today's high-growth, in-demand fields. NAIA offers classroom training assistance to help cover the cost of tuition, books, supplies, and fees. Individuals receive one-on-one career counseling and needs assessment to determine any additional services NAIA may provide. Upon completion of training, NAIA also provides job search and placement assistance.

17. OTHER CONTRIBUTIONS (TEGL 16-16) (Tennessee MOU/IFA Instructions Page 8) If additional space is needed, please include an attachment referencing this section.

- Describe contributions made to the one-stop system through other avenues, such as donations made by a non-partner entity
- Document third party in kind contributions made to supplement the operation of the American Job Center

No contributions have been made to the one-stop system by non-partner entities.

18. NON-DISCRIMINATION & EQUAL OPPORTUNITY (WIOA Section 188) (Tennessee MOU/IFA Instructions Page 9) If additional space is needed, please include an attachment referencing this section

- Describe how all partner staff will comply fully with all non-discrimination requirements

The parties to this MOU agree that they will comply fully with the non-discrimination and equal opportunity provisions of: (1) Workforce Innovation and Opportunity Act Section 188, (2) Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq), (3) Nontraditional Employment for Women Act of 1991, (4) Civil Rights of 1964 Title VI (as amended), (5) Rehabilitation Act of 1973 Section 504 (as amended), (6) Age Discrimination Act of 1967 (as amended), and (7) Education Amendments of 1972 Title IX (as amended). Parties must also adhere to requirements imposed by, or pursuant to, regulations implementing these laws – including but not limited to 29 CFR 37-38.

All partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. All partners will also cooperate with compliance monitoring that is conducted to ensure that all AJC programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level.

In accordance with the WIOA Final Rules, the decision as to which entity will be responsible for ensuring accessibility to the One-Stop Service Delivery system is ultimately the LWDB's to make.

19. PRIORITY of SERVICE (TDLWD Veteran Priority of Service Policy) (WIOA Section 134 (c)(3)(E) (Tennessee MOU/IFA Instructions Page 9) If additional space is needed, please include an attachment referencing this section

- Describe how each partner staff will comply with the priority of service requirements set forth in the Veteran Priority of Service Policy as well as priority of service outlined in WIOA section (c)(3)(E)

All parties to this MOU certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service for qualified U.S. Dept. of Labor job training programs, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the Title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low income individuals, basic skills deficient youth, and English language learners.

The LWDA's priority of service policy is posted within the AJCs and on the system's website. Veterans or their eligible spouses are identified at the point of entry into the AJC or through the Virtual One-Stop (VOS) Greeter or in registering on Jobs4TN/VOS. Individuals identifying as a veteran or eligible spouse are asked to complete Military Service Form LB-1118. In accordance with the TDLWD Priority of Service Policy, any individual self-identifying as a veteran or eligible spouse is provided immediate priority in the delivery of TDLWD-funded employment, training, and placement services, excluding those that require a commitment, such as classroom training, by the partner staff administering the service.

20. AUTHORITY AND SIGNATURES (WIOA Final Rules §678.500(d)) (Tennessee MOU/IFA Instructions Page 10) If additional space is needed, please include an attachment referencing this section.

- Include a statement that the individuals signing the MOU have authority to represent and sign on behalf of their program under WIOA

By signing his / her name below, the signatory certifies he / she has read the information contained within this MOU and its attachments and all questions have been discussed and answered satisfactorily.

Additionally, signing this document certifies the signatory's understanding of the terms outlined herein and agreement with the:

- 1) MOU,
- 2) Operating Budget, and
- 3) Infrastructure Funding Agreement (IFA)

By signing this document, the signator certifies that he / she has the legal authority to bind the respective agency the terms of the above named documents, and that this MOU expires either:

- a) In one year, or
- b) Upon amendment, modification, or termination.

21. ATTACHMENTS (Tennessee MOU/IFA Instructions Page 11)

- **Services Matrix - Attachment II**
- **Individual AJC Budget Template – Attachment III**
- **Individual AJC Budget Instructions – Attachment IV**

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LOCAL WORKFORCE DEVELOPMENT BOARD CHAIR

Jimmy Williamson

Signature

Jimmy Williamson

Printed Name

Board Chair

Title

5/23/2023

Date

Northwest TN Workforce Board / Workforce Innovations, Inc.

Organization

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CHIEF LOCAL ELECTED OFFICIAL

DocuSigned by:

John Penn Ridgeway

F3C1DAB8B4994E0...
Signature

John Penn Ridgeway

Printed Name

Henry County Mayor

Title

5/25/2023

Date

Henry County Government

Organization

TITLE IB – ADULT, DISLOCATED WORKER, YOUTH

DocuSigned by:
Dr. Scott Cook
5E4583335FC44ED...

Dr. Scott Cook

Signature

Printed Name

President

5/22/2023

Title

Date

Dyersburg State Community College

Organization

**INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR TITLE IB
IF DIFFERENT THAN THE SIGNATORY ABOVE**

Signature

Printed Name

Title

Date

Organization

TITLE 1B - ADULT, DISLOCATED WORKER, YOUTH

DocuSigned by:
Jennifer Bane
CC8D3C0E1E18477

Jennifer Bane

Signature

Printed Name

Executive Director

5/22/2023

Title

Date

Workforce Innovations, Inc.

Organization

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR TITLE 1B - ADULT, DISLOCATED WORKER, YOUTH IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature

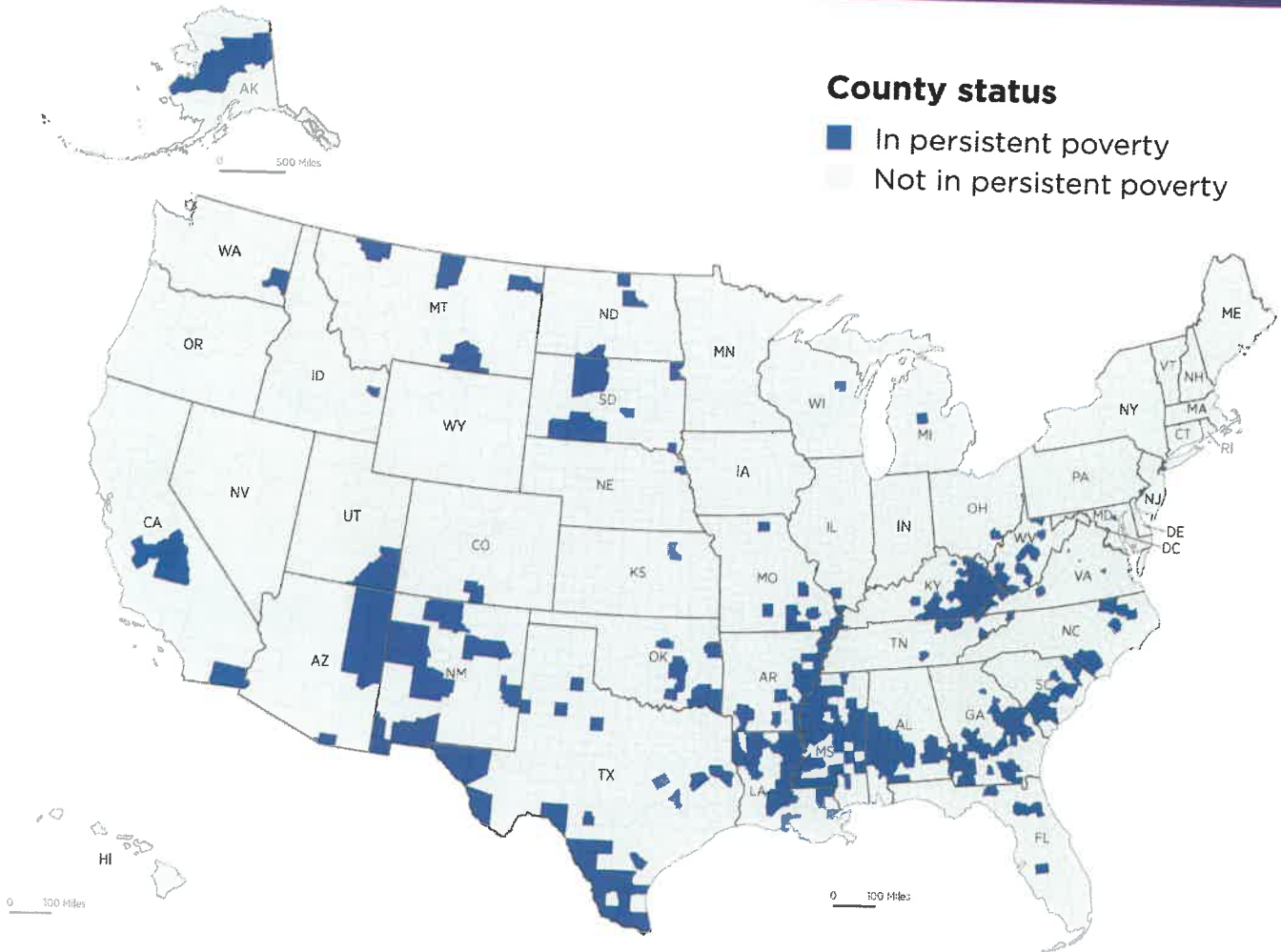
Printed Name

Title

Date

Organization

Counties in Persistent Poverty: 1989 to 2015-2019



Note: In this report, a geography is considered to be in persistent poverty if it maintained a poverty rate of 20.0% or more in the 1990 and 2000 Censuses and 2005-2009 and 2015-2019 American Community Survey 5-year estimates. Other governmental agencies have alternative definitions of persistent poverty for programmatic purposes and examples of such are described in the report.

United States[®]
Census
Bureau

U.S. Department of Commerce
U.S. CENSUS BUREAU
census.gov

Source: U.S. Census Bureau, 1990 and 2000 Censuses; 2005-2009 and 2015-2019 American Community Survey, 5-year estimates

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