Memorandum of Understanding between the
Tennessee Department of Education
and
Lakeland Municipal School District
FY 2019 -20

This Memorandum of Understanding ("MOU"), by and between the Tennessee Department of Education (TDOE) and Lakeland Municipal School District hereinafter referred to as the local education agency, "LEA," is to document essential assurances and related information pertaining to the Coordinated School Health initiative.

The LEA is a local education agency or school system within the State of Tennessee and has been awarded $73,000.00 for the purpose of developing and maintaining the Coordinated School Health Initiative (tn.gov/education/health-and-safety/coordinated-school-health) in Lakeland Municipal School District.

SCOPE OF SERVICES
The LEA agrees to administer, under the direction of the TDOE, the Coordinated School Health Initiative in accordance with guidelines set forth in the ePlan policy and procedures for requesting discretionary funds, applicable State and/or Federal laws, rules, and regulations pertaining to appropriately documenting and requesting State funds and assurances listed below:

State Board Standards and Guidelines for Coordinated School Health:
1. District CSH Application
2. Matching Funds Clarification
3. Scope of Services
4. Signature Page
5. Budget

The LEA agrees to comply with all provisions of state and federal laws or regulations, including the provisions regarding the collection or release of any student data as well as the administration of any student health screenings or student surveys, and required parental notifications and approvals for the following laws:
- Family Educational Rights and Privacy Act (FERPA),
- Protection of Pupil Rights Amendment (PPRA),
- Health Insurance Portability and Accountability Act (HIPAA),
- Tennessee Data Accessibility, Transparency and Accountability Act of 2014 (Chapter 905 of the Public Acts of 2014), and
- Chapter 1013 of the Public Acts of 2014.

PAYMENT TERMS AND CONDITIONS
In no event shall the maximum grant reimbursement under this MOU exceed the amount established above. This amount includes, but is not limited to, all applicable taxes, fees, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the LEA.
Payment Methodology
Requests for reimbursement for the aforementioned State/Federal program will be processed through the ePlan system which is incorporated herein by reference.

TERMS AND CONDITIONS
Modification and Amendment
This program may be modified only by a written amendment executed by all parties hereto and approved by the appropriate program managers in accordance with applicable State and/or Federal laws, rules, and regulations.

TDOE Liability
The TDOE shall have no liability except as specifically provided in this MOU.

Completeness
This MOU is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties’ agreement. This MOU supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

Subject to Funds Availability
This MOU is subject to the appropriation and availability of State funds. In the event funds are not appropriated or are otherwise unavailable, the TDOE reserves the right to terminate the MOU upon written notice to the LEA. Said termination shall not be deemed a breach of the MOU by the TDOE and the LEA shall have no right to recover from the TDOE any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

Monitoring/Audits
For purposes of monitoring or auditing under this MOU, the TDOE and LEA shall make available State and/or Federal personnel authorized by law or otherwise, all records, books, documents, and other evidence pertaining to this MOU, as well as appropriate administrative and/or management personnel who administer the program.

COMMUNICATIONS AND CONTACTS
All instructions, notices, consents, demands, or other communications required or contemplated by this MOU shall be in writing and shall be made by electronic communication through the internet addressed to the respective party at the appropriate email address as set forth below or to such other party as may be hereafter specified by written notice.
The State Agency

Melisa Fuhrmeister, State Director
Office of Coordinated School Health, 10th Floor
Tennessee Department of Education
710 James Robertson Parkway
Nashville, Tennessee 37243
(615) 532-9512 Office
(615) 532-5303 Fax
Melisa.Fuhrmeister@tn.gov

LEA Representative

Dr. Ted Horrell
Director of Schools
Lakeland Municipal School District
1001 Highway 70
Lakeland, TN 38002

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery at the receiving location.

Agreed:

[Signature] 6/24/19
Director of Schools  

[Signature] 7/23/19
State Director  

Office of Coordinated School Health