

## **MEMORANDUM OF UNDERSTANDING (MOU)**

This memorandum of understanding is entered into by and between the Tennessee Department of Education ("TDOE") and the Tennessee Public Charter School Commission ("Commission"), collectively the "Parties," to outline the administrative supports provided by TDOE to the Commission staff.

Parties hereby covenant as follows:

**1) TDOE will provide administrative supports as outlined in this MOU. TDOE may, at its sole discretion, provide additional supports as allowed under law. Such supports will not include the provision of legal advice or contract review.**

**2) Effective Date and Termination.**

2.1 General Terms. This MOU shall be effective immediately upon signature by the Parties, and continue until June 30, 2022, unless earlier terminated by either party upon not fewer than ninety (90) days' notice.

2.2 Renewal. Following the initial term, this MOU shall renew automatically on July 1 of each year, unless earlier terminated by either party upon not fewer than ninety (90) days' notice.

**3) Human Resources.**

3.1 In alignment with the administratively attached relationship of the Commission to TDOE, TDOE will support human resource responsibilities relating to Commission members and staff. The human resource responsibilities include:

- i) Orientation for new employees hired onto the Commission staff;
- ii) Submission and acceptance of performance management records for all Commission staff, including but not limited to interim and annual performance reviews;
- iii) Management of Edison entry for related functions, including but not limited to promotions, salary adjustments (e.g., equity raises), job classifications, job postings, transfers, and new hires;
- iv) Management of Edison functions related to Commission staff leave, including but not limited to, FMLA approval, benefits enrollment, and changes.
- v) Commission staff will complete any policy acknowledgments and/or trainings required by TDOE on an annual basis.

**4) Fiscal Responsibilities.**

4.1 In alignment with the administratively attached relationship of the Commission to TDOE, TDOE will support responsibilities relating to fiscal obligations of the Commission. The fiscal responsibilities include:

- i) Provide budget review and approval for the Commission budget when necessary;
- ii) Support liaising between the Commission and F&A Accounts for accounting of Commission revenue and expenditures, including, but not limited to, end of the year close, accruals, and journal vouchers when necessary;
- iii) Support processing of accounts payable between the Commission and F&A Accounts to submit payments to Commission vendors;

- iv) Serve as secondary fiscal approvers on Commission procurement submissions and provide technical assistance if applicable.

**5) Agreement.**

5.1 The Parties intend this MOU to represent a final and complete expression of their agreement, which shall be considered the Agreement. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between the Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Agreement may be executed from time to time hereafter.

**6) Severability.**

6.1 The provisions of this MOU are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the MOU shall remain in effect unless otherwise terminated by one or both of the Parties.

**7) Authority.**

7.1 The individual officers, agents and employees of the Parties hereto who execute this MOU do hereby individually represent and warrant that they have full power and lawful authority to execute this MOU.

7.2 Nothing in this MOU shall convey the duties and powers of the Executive Director granted under T.C.A. § 49-13-105(k)(1), to TDOE.

**8) Nondiscrimination.**

8.1 The Parties agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this MOU on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law.

**9) Amendment.**

9.1 This MOU may be modified or amended by advance written agreement between the Parties.

**10) Governing Law.**

10.1 This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules.

**11) State and Federal Compliance.**

11.1 The Parties shall comply with all State and federal laws and regulations applicable in the performance of this MOU.

**12) Change of Law.**

12.1 If, due to any change in applicable law, regulation, or interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this MOU,

performance of any provision of this MOU or any transaction contemplated hereby shall become impracticable or impossible, the Parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

**13) Notice.**

13.1 Any notice required or permitted under this MOU shall be in writing, sent via electronic or other means, and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgment of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid.

Notice to the Commission shall be made to:

Tess Stovall

Executive Director

Tennessee Public Charter School Commission

5<sup>th</sup> Floor Davy Crockett Tower

500 James Robertson Parkway

Nashville, TN 37243

[Tess.Stovall@tn.gov](mailto:Tess.Stovall@tn.gov)

*Copy to:*

Ashley N. Thomas, esq.

General Counsel

Tennessee Public Charter School Commission

5<sup>th</sup> Floor Davy Crockett Tower

500 James Robertson Parkway

Nashville, TN 37243

[Ashley.Thomas2@tn.gov](mailto:Ashley.Thomas2@tn.gov)

Notice to TDOE shall be made to:

Dr. Penny Schwinn

Commissioner

Tennessee Department of Education

9<sup>th</sup> Floor Andrew Johnson Tower

710 James Robertson Pkwy.

Nashville, TN 37243

[Penny.Schwinn@tn.gov](mailto:Penny.Schwinn@tn.gov)

*Copy to:*

Sam Percy

Deputy Commissioner

Tennessee Department of Education

9<sup>th</sup> Floor Andrew Johnson Tower

710 James Robertson Pkwy.

Nashville, TN 37243

[Sam.Pearcy@tn.gov](mailto:Sam.Pearcy@tn.gov)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS MOU ON THE DAY AND YEAR PROVIDED BELOW:

TENNESSEE PUBLIC CHARTER SCHOOL COMMISSION

By:

Name/Title: Tess Stovall, Executive Director

Date:

DEPARTMENT OF EDUCATION

By:

Name/Title:

Date: