

MEMORANDUM OF UNDERSTANDING
CITY Contract No. 2019-0120

This Memorandum of Understanding (“Agreement”) is entered into as of May 1, 2019, by and between Lipscomb University (“University”) and the City of Franklin (“City”). University and City may be referred to herein individually as “Party” or collectively as “Parties.”

WHEREAS, University desires to offer its courses at a reduced tuition rate to the City program participants, program alumni, employees and verified volunteers.

NOW, THEREFORE, in consideration of mutual promises, covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

A. Term. This Agreement shall be effective as of May 1, 2019 (the “Effective Date”), and shall terminate as of May 1, 2022, unless previously terminated by either Party in accordance with the terms hereof. The Parties may renew this Agreement upon mutual consent. Any extension of the term of this Agreement, or amendment to the terms of this Agreement, shall be in writing and signed by both Parties.

B. Termination. Either Party may terminate this Agreement, with or without cause, at any time by giving the other Party thirty (30) days’ written notice.

C. Tuition Discount. University shall waive application fees and provide a twenty percent (20%) discount from the standard tuition rate then in effect (the “Tuition Discount”) for eligible City current program participants, program alumni, employees and verified volunteers (the “Enrollees”) who enroll in University’s College of Professional Studies courses. The Tuition Discount applies only to tuition, and no other applicable University fees (other than the application fee) will be discounted or waived for Enrollees. Each Enrollee will be responsible for paying any remaining tuition and other fees, after application of the Tuition Discount, in accordance with University’s policies and procedures. The Tuition Discount applies for each Enrollee provided that the Enrollee’s student account remains current. The Tuition Discount may not be combined with other institutional aid and is subject to the terms of University’s Direct Cost Policy, which is available on its website.

D. Eligibility. Upon University’s request, City shall provide written verification to University as to whether any individual who applies to University is an eligible Enrollee pursuant to this Agreement. The Tuition Discount shall remain in place for Enrollees in good standing who maintain continuous enrollment, regardless of their employment or participation status with City or the expiration or termination of this Agreement after the date of the Enrollee’s initial enrollment. City program participants, program alumni, employees and verified volunteers who are currently or have been previously enrolled at University may not seek retroactive discounts for tuition or fees incurred or paid prior to the Effective Date or verification of their eligibility. Enrollees who complete one degree at University after the Effective Date and wish to pursue another degree or enroll in additional courses at University during the term of this Agreement must be re-verified by City as an eligible program participant, program alumni, employee or verified volunteer in order to receive the Tuition Discount.

E. Admission. All Enrollees must meet the admission requirements of University and the applicable program, and must apply for admission at and be accepted by University in accordance with the University’s policies and procedures. University shall have the right to accept or reject any Enrollee who applies for admission in accordance with its policies and procedures. It is the sole responsibility of Enrollees to notify University of their intent to utilize the application fee waiver and Tuition Discount in accordance with the terms of this Agreement. Failure to provide such notification before the last day to add a class, in

accordance with University's policies and procedures, will result in the ineligibility of such Enrollee to receive the waived application fee and Tuition Discount.

F. Program. The Tuition Discount will apply for all degree and credential programs available in University's College of Professional Studies in accordance with the terms of this Agreement. However, University reserves the right to modify, adjust or alter these programs, offerings and curriculum, as well as the amount of tuition and fees, at any time.

G. Financial Aid. All Enrollees may apply for Federal student loans and other financial aid in addition to the Tuition Discount.

H. Financial Obligation. City will incur no financial obligations to University in connection with the Tuition Discount, other than any such obligations it may voluntarily assume in connection with tuition reimbursement directly to Enrollees.

I. Policies. Once enrolled at University, each Enrollee will be subject to University's rules, policies and procedures including, without limitation, all applicable catalogs and handbooks.

J. Promotion. City shall cooperate with University and provide opportunities for University to market, promote and advertise the Tuition Discount and related program offerings to City's current program participants, program alumni, employees and verified volunteers via emails, posters, brochures, information sessions, staff meetings, and other opportunities deemed appropriate. City is not responsible for guaranteeing that a certain number of employees avail themselves of this opportunity.

K. Relationship of Parties. Each Party is an independent party. Nothing in this Agreement will be construed to make either Party an agent, employee, franchisee, joint venturer, partner or legal representative of the other Party. This Agreement is entered into for the sole benefit of the Parties and nothing herein or in the Parties' course of dealings shall be construed as conferring any third party beneficiary rights or status on any person or entity not a Party to this Agreement.

L. Use of Name. Neither Party may use the logo, name or other identifying marks of the other Party in any written materials, including materials available in an online format, without the express written permission of the other Party.

M. Each Party shall perform its obligations hereunder in compliance with all applicable federal, state and local laws including, without limitation, the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and Title VI of the Civil Rights Act of 1964.

N. Miscellaneous.

1. Authority. Each Party represents that (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization; (ii) it has the power and authority to enter into this Agreement and to provide the services under this Agreement in a manner consistent with all applicable state and federal laws, rules and regulations; (iii) this Agreement constitutes the valid and legally binding obligation of such Party, enforceable in accordance with its terms and conditions; and (iv) the individual executing this Agreement on behalf of or as a representative for such Party is duly authorized to execute and deliver this Agreement on behalf of such Party.

2. **Severability.** It is agreed that if any provision of this Agreement shall be determined to be void by a court of competent jurisdiction, then so long as such determination shall not affect any other material provisions of this Agreement and continue to allow this Agreement to be performed in the reasonable expectations of both Parties, then this Agreement and all such other provisions shall remain in full force and effect.

3. **Notices.** Any notice required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed via first class mail, or by a reputable overnight delivery service, or by personal delivery, and directed to the address of such Party set forth below:

COMPANY:
City of Franklin
109 Third Avenue South
Franklin, TN, 37064
Attn:

UNIVERSITY:
Lipscomb University
1 University Park Drive
Nashville, TN 37204
Attn: Ted Meyer

4. **Complete Agreement.** This Agreement represents the Parties' final and complete agreement, and this Agreement shall supersede all other understandings, discussion and/or agreements between the Parties with regard to the subject matter in the Agreement.

5. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Tennessee and in effect at the time of the execution of this Agreement, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Tennessee..



6. **No Third-Party Beneficiaries.** This Agreement is entered into for the sole benefit of the Parties and nothing herein or in the Parties' course of dealings shall be construed as conferring any third party beneficiary rights or status on any person or entity not a party to this Agreement.

7. **Assignment.** Neither this Agreement nor any interest herein may be assigned or transferred in whole or in part by either Party without obtaining the prior written consent of the other Party. Subject to such restrictions against transfer or assignment, the provisions of this Agreement shall inure to the benefit of and shall be binding on the successors and assigns of each of the Parties.

8. **Waiver.** Any waiver of any term and condition of this Agreement must be in writing and signed by the Party against whom it is sought to be asserted. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any other provision hereof or of any subsequent or continuing breach of the same or another provision hereof. No failure, neglect or delay on the part of either Party in exercising any right hereunder will be deemed a waiver thereof and shall not affect such Party's right to enforce such right, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

9. **Counterparts.** The Parties agree that separate copies of this Agreement be signed by each of the Parties to the Agreement and these copies will have the same force and effect as if the original had been signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.

CITY OF FRANKLIN	LIPSCOMB UNIVERSITY
By <u></u>	By <u></u>
Name: <u>Eric S. Stuckey</u>	Name: <u>W. Craig Bledsoe</u>
Title: <u>City Administrator</u>	Title: <u>Provost</u>

Approved as to form:


Tiffani M. Pope, Staff Attorney