C24-1245

EDUCATIONAL SERVICE AGREEMENT
BETWEEN
NASHVILLE FIRE DEPARTMENT AND
MIDDLE TENNESSEE STATE UNIVERSITY

This Agreement entered into on 4/2/2024, is between Nashville Fire Department and Middle Tennessee State University, a Public Higher Educational Institution having its principal offices at Murfreesboro, Tennessee, USA.

WHEREAS, the purpose of this Agreement is for the provision of undergraduate and graduate educational services for students or employees who are officially nominated by Department, accepted and categorized as Department students by University, and assessed for tuition per-semester at a set Corporate Rate as defined below.

WHEREAS, Department values the personal development of its employees, including affordable access to a quality college education. Through its partnership with University, the Department seeks to provide all qualifying employees with access to degrees offered by University.

WHEREAS, the University is a leader in the State of Tennessee in educating and graduating both adult and traditional students, and is uniquely qualified, prepared and interested in providing educational services to Department employees.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

A. ROLES AND RESPONSIBILITIES

1. Each Team Member will designate a primary Point of Contact for implementation of the agreement. The designated Points of Contact are:

   For Department

   Name: Jamie Summers
   Title: Executive Administrator Human Resources
   Phone: 615-862-5242
   Email: Jamie.summers@nashville.gov

   For University:

   Name: Dr. Peggy Carpenter
   Title: Assistant Dean of University College
   Phone: 615-904-8092
   Email: Peggy.Carpenter@mtsu.edu

2. Department will actively promote University as their provider of higher education opportunities for their employees or students.

3. University will provide courses of study leading to degrees that meet the knowledge base and skill set needs of the Department.

4. University will collaborate with Department for joint recruitment opportunities.

5. University will provide opportunities for Department employees to utilize required training toward a degree through the Prior Learning Assessment process.

6. University will offer individual enrollment counselling, coaching and advising to Department's employees and staff.

7. Department or nominated individuals shall pay for services under University's corporate schedule of tuition and fees in effect and noted below in Section C at the time the services are performed.

8. This Agreement does not constitute a commitment by either Party regarding specific projects or the use of specific resources to achieve the purposes of this Agreement.

9. Any mutually beneficial collaborative efforts undertaken pursuant to this Agreement will be documented in separate written agreements and executed by the relevant Parties to specify the commitments and obligations of the Parties.

B. ELIGIBILITY TO PARTICIPATE IN PROGRAM

1. Students must meet MTSU requirements for admission to the university and the Eligibility Verification of Entitlements Act (EVEA):

    a. If a student does not meet MTSU admissions requirements, University College staff will counsel the student and work with him/her to determine ways to meet these requirements.

2. The program is open to all Department employees who meet the following minimum criteria:

    a. 6 months of continuous employment

C. CORPORATE RATE FOR TUITION, PROGRAM SERVICES FEE, AND OTHER NON-MANDATORY FEES

1. Tuition for the first course of a degree seeking undergraduate program will total $200 (mandatory fees of $82.00 per credit hour will not be charged for the first course). Additional courses thereafter will have the following discount applied:

2. Tuition for this program will be established by applying an 18% discount toward the

undergraduate or graduate in-state tuition rate at the time of registration.

a. As an example, undergraduate tuition for one credit hour for Fall 2023 and Spring 2024 is $314. Accordingly, tuition for the program for the above-defined semesters would be $257.48 per credit hour.

b. As an example, graduate tuition for one credit hour for Fall 2023 and Spring 2024 is $536. Accordingly, tuition for the program for the above-defined semesters would be $439.52 per credit hour.

3. Mandatory Program Service Fees of $82.00 per credit hour are not discounted.

4. The above rates do not include non-mandatory fees charged for various courses, any online course fees, meal plan charges, room and board, etc. These non-mandatory fees are the responsibility of the student.

5. The above rates will be adjusted annually in accordance with any tuition and or fee increases approved by the MTSU Board of Trustees.

D. TERM

1. Department and University will maintain regular communication about the operation of the program. Department and University will conduct a preliminary assessment of the program no later than one year following the signing of this document.

2. This Agreement will be in effect for a period of two (2) years and may thereafter be extended by mutual agreement of the Parties for an additional three (3) years, for a maximum contract term of five (5) years. Either Party may terminate this agreement for any reason by giving written notice to the other Party; this Agreement will terminate 30 days thereafter or the end of the current academic year, whichever comes sooner.

E. SCHEDULING PROVISIONS

1. All students under this Agreement shall register in the same manner, be subject to the same academic regulations, and have the same privileges, including the use of all facilities and equipment as any other students enrolled at the University.

2. Withdrawal of Students.

a. Department may, at its option and at any time, withdraw financial support for any student by issuing official orders. Department will furnish a copy of the orders to the University within a reasonable time after publication.

b. University may request withdrawal by the Department of any student for academic or disciplinary reasons.

c. Withdrawal of students by the Department will not be the basis for any

special charge or claim by the University other than charges under the University's standard procedures.

F. TERMINATION OF AGREEMENT

1. Either party may terminate this Agreement for any reason by giving 30 days advance written notice of the effective date of termination.

2. In the event of termination, Department shall have the right, at its option, to continue to receive educational services for any student already enrolled at University under this Agreement until such time that the student completes their courses of curricula or the Department withdraws them from enrollment at the University.

G. STANDARD TERMS AND CONDITIONS

1. Both parties shall abide by all applicable federal and state laws pertaining to discrimination and hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of both parties on the grounds of classifications protected by federal or state law.

2. All educational records created, disclosed, or maintained pursuant to the terms of this Agreement are confidential and shall be created, disclosed, and maintained pursuant to the provisions of Family Educational Right to Privacy Act, also known as FERPA (20 U.S.C.A. s1232g) and its regulations.

3. This Contract may be modified only by written amendment which has been approved and executed by the parties hereto.

4. Data Privacy and Security:

   Data Privacy. "Personal Information" means information provided to Department by or at the direction of University, or to which access was provided to Department by or at the direction of University, in the course of Department's performance under this Agreement that:

   a. Identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or

   b. Can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers.

Department represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacyand data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA"); the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC's Red Flag Rules and any applicable federal or state laws, as amended, together with regulations promulgated thereunder. Some Personal Information provided by University to Department is subject to FERPA.

Data Security. Department represents and warrants that Department will maintain compliancewith the SSAE18 standard and shall undertake any audits and risk assessments Department deems necessary to maintain compliance with SSAE18.

AUTHORIZED SIGNATURES

Those individuals whose signatures appear below hereby certify they are authorized to sign on behalf of the respective Parties to this Agreement. This Agreement will be executed in duplicateand is not effective until signed by both Parties.

Nashville Fire Department

04/08/2024

Director Chief William Swann
Nashville Fire Department
Office of Emergency Management

Date

Middle Tennessee State University

Digitally signed by Alan R. Thomas, Vice President for Business and Finance, acting for and on behalf of Middle Tennessee State University
Date: 2024.04.05 14:12:56 -05'00'

Alan R. Thomas
Vice President, Business and Finance
Middle Tennessee State University

Date