

# LYNN UNIVERSITY

## Memorandum of Understanding for Organization Tuition Agreement

This MOU for Organization Tuition Agreement ("AGREEMENT") is entered into by and between **Lynn University, Inc.**, a Florida not-for-profit corporation, with its principal place of business located at 3601 N. Military Trail, Boca Raton, FL 33431 (hereinafter referred to as "UNIVERSITY") and **South Florida Bible College**, with a primary business address of 2200 SW 10th Street, Deerfield Beach, FL 33442 (hereinafter referred to as "ORGANIZATION").

### General Terms and Conditions:

1. The purpose of AGREEMENT is to provide reduced tuition to full-time employees, graduating students, alumni and adult immediate family members (spouse or legal domestic partner and adult dependents over age 18) of employees of ORGANIZATION for Lynn graduate and online degree programs. Lynn accepts transfer students from Council for Higher Education Accreditation (chea.org) approved institutions for online undergraduate and graduate education. Benefits of AGREEMENT are defined under "Tuition Rates".
2. AGREEMENT becomes effective upon execution by both parties. Either party may terminate AGREEMENT upon thirty (30) days prior written notice. Notwithstanding, UNIVERSITY may terminate AGREEMENT immediately upon written notice to ORGANIZATION in the event UNIVERSITY deems AGREEMENT in violation of any law or regulation, adversely affects its accreditation, or any license or exemption issued by a Federal or State educational board or commission.
3. AGREEMENT does not create any rights, title, or interest, or any entity other than UNIVERSITY and ORGANIZATION. There is no charge by UNIVERSITY to ORGANIZATION to provide this benefit.
4. Each party agrees to abide by all applicable Federal and State Laws. AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida.
5. Unless, mutually agreed to in writing by UNIVERSITY and ORGANIZATION, the contents of this Proposal shall not be made public by way of any media announcements.
6. UNIVERSITY may use ORGANIZATION name verbally for reference purposes only. Subject to its prior review and written approval by ORGANIZATION, in each instance, UNIVERSITY may use ORGANIZATION name and logo in writing for reference purposes. ORGANIZATION reserves the right to revoke said approval at any time, for any or no reason, upon written notice to UNIVERSITY.
7. ORGANIZATION will allow UNIVERSITY personnel to meet with its staff/students in informational meetings during mutually agreed times to speak about the ORGANIZATION'S programs and provide materials about the ORGANIZATION'S opportunities and offerings.
8. UNIVERSITY offers advanced education in several fields of study. ORGANIZATION will post UNIVERSITY'S logo and link to UNIVERSITY website on the partner page of ORGANIZATION website.
9. Each party acknowledges and agrees that they will comply with the Family Educational Rights and Privacy Act (FERPA), as amended, and will not disclose any information protected by FERPA to any unauthorized third parties. To that end, transcripts/grade reports of employees of ORGANIZATION who are students are not available to ORGANIZATION unless UNIVERSITY receives written authorization from the student to release transcripts/grade reports.
10. Each party acknowledges and agrees that each party is an independent contractor and nothing in this AGREEMENT will be construed to create a business partnership, joint venture, or agency relationship between the Parties.

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11. UNIVERSITY will provide a distinct and exclusive internet landing page for ORGANIZATION, titled: [www.lynn.edu/ORGANIZATION](http://www.lynn.edu/ORGANIZATION). Page will contain ORGANIZATION logo and education program information. Communication pieces from UNIVERSITY to ORGANIZATION for distribution to employees of ORGANIZATION will provide direct link to landing page.
12. All educational and administrative student services will be governed by UNIVERSITY Policies and Procedures found on the website at: [www.lynn.edu/about-lynn/university-policies](http://www.lynn.edu/about-lynn/university-policies).

### Tuition Rates, Fees, and Billing:

1. UNIVERSITY tuition rate is set by UNIVERSITY Board of Trustees each year. UNIVERSITY will provide the following tuition reduction per credit hour for those who meet UNIVERSITY admission criteria, and who enroll in a degree program:

#### For employees of ORGANIZATION:

- a. For master's and doctoral courses a **twenty (20) percent tuition reduction**
- b. For Online bachelor's degree courses a **five (5) percent tuition reduction**

#### For alumni, graduating students or adult immediate family members of employees of ORGANIZATION:

- a. For master's and doctoral courses a **ten (10) percent tuition reduction**
- b. For Online bachelor's degree courses a **five (5) percent tuition reduction**

2. Application fee will be waived for eligible employees and family. Tuition reduction will apply against the then current tuition price in effect for each credit. Reduction applies to course tuition only. All other fees (for labs, books, materials, CLEP exams) and other charges will be billed at full rate to the student as applicable. UNIVERSITY reserves the right to make changes in fees, costs, tuition, program, curriculum, regulations, program dates and to make additional charges for special features and services whenever such actions are deemed advisable.
3. No other UNIVERSITY discounts are applicable to students who enroll under AGREEMENT.
4. Upon termination of AGREEMENT, UNIVERSITY will, as a benefit to currently enrolled students, continue to provide the tuition reduction for the program in which the student is currently enrolled provided the student remains enrolled in their degree program.
5. UNIVERSITY will provide a four (4) week deferment at the commencement of each term for each student who enroll under AGREEMENT in the term.
6. UNIVERSITY will bill a \$500 per course deposit to the enrolled student at the mid-point of the term. At the end of the term, the remaining tuition for the term will be billed to the student.
7. UNIVERSITY will bill students directly. At no time shall ORGANIZATION be responsible or liable for any deposits, fees or charges owed to the UNIVERSITY by any employees or eligible family of ORGANIZATION. UNIVERSITY agrees to look solely to said employees or eligible family individually for any and all payments which may be due.

[Signature page follows]

LYNN  
UNIVERSITY

Memorandum of Understanding for  
Organization Tuition Agreement

South Florida Bible College

By: Jean Germil Agenor

Printed Name: Jean Germil Agenor

Title: VP of Enrollment

Date: 3/10/2020

Lynn University, Inc.

By: [Signature]

Printed Name: Kevin M. Ross

Title: President

Date: 3/11/2020

University contact information:

Admission Contact:

Steve Pruitt  
Director, Graduate and Online Admission  
Office of Admission  
[spruitt@lynn.edu](mailto:spruitt@lynn.edu)  
561-237-7834

Billing Contact:

Judy Kaczmarek  
Director  
Student Financial Services  
[jkaczmarek@lynn.edu](mailto:jkaczmarek@lynn.edu)  
561-237-7192