

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TENNESSEE STATE UNIVERSITY, USA  
AND  
ENSWORTH SCHOOL, USA**

This MEMORANDUM OF UNDERSTANDING (“MOU”), effectively immediately upon signing, is made and entered into by and between Tennessee State University, located at 3500 John A. Merritt Blvd., Nashville, Tennessee (hereafter referred to as “TSU”), and Ensworth School, located at 7401 Highway 100, Nashville, Tennessee (hereinafter referred to as “EA”), under the terms and conditions set forth herein.

**PURPOSE**

The purpose of this MOU is to signify each institution’s intent to design and develop programs and/or activities that provide faculty, staff, and students with mutually beneficial academic opportunities.

**SCOPE OF UNDERSTANDING**

The scope of this MOU will include the development of programs that provide TSU students with clinical, field, practicum and internship experiences to augment their academic preparation at TSU. Concurrently, EA students will benefit from the diversity of classroom staff because of this MOU. Additionally, the parties may establish professional development opportunities for TSU faculty/staff. Under the framework of this MOU, any and all departments and units of the partner institutions have the ability, in coordination with the respective points of contact identified below, to develop and engage in joint activities.

The content and special conditions of opportunities developed under this MOU shall be specified by the collaborating departments in a separate written agreement that will govern their relationship. This MOU does not require either TSU or EA to assume any financial obligations. Mutually and clearly agreed upon financial obligations between TSU and EA will be put in writing in a separate signed agreement.

Prior to working with TSU student teachers, all EA faculty must attend professional development training regarding the EdTPA, which is the capstone high stakes assessment for TSU students. TSU students as well as all students in the state of Tennessee must earn a minimum score of 40 on this assessment in order to be recommended for licensure. In addition, all EA faculty working with TSU student teachers must have a working knowledge of the Tennessee Educator Acceleration Model (TEAM).

**MISCELLANEOUS TERMS AND CONDITIONS**

1. Term. This MOU will begin upon signing and remain in effect for a period of five years.

2. Termination. This MOU may be terminated by either party for any reason by giving prior written notice to the other party, at least thirty (30) days before the effective date of termination. Termination shall be without penalty or obligation to either party.

3. Force Majeure. This MOU may be terminated without the above-described notice if performance is prevented by an occurrence beyond the parties' control that could not be avoided by the exercise of due care, including, but not limited to, acts of God, riots, wars, epidemics or pandemics, declaration of a federal, state or local state of emergency, or any other similar occurrence or cause.

4. Enforceability and Liability. This MOU shall not be construed as creating any legally binding rights or obligations on the part of either party and shall not be enforceable in law or equity in any court or tribunal or before any competent authority for any purpose. The sole remedy for breach of this MOU shall be immediate termination. No party will be liable to the other party under this MOU for any claims or losses whatsoever. Neither institution is obligated to indemnify the other party or to hold the other institution harmless from costs or expenses incurred as a result of any claims against the other; and each shall continue to enjoy all rights, claims, and defenses available to it under law.

5. Non-Employment. The parties hereto, in the performance of this MOU, shall not act as employees, partners, joint ventures or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this MOU shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. This MoU shall in no way be interpreted as creating an agency or employment relationship between the parties.

6. Modification. The provisions hereof may be modified or waived only by an amendment in writing signed by both parties.

7. Assignment. Neither party shall assign this MOU or enter into sub-agreements for the work described herein without obtaining the prior written approval of the other party.

8. Confidentiality. During the course and scope of this MOU, each party may gain knowledge or have access to confidential information of the other party, or otherwise have confidential information made available to it only to the extent necessary to perform the duties within the course and scope of this MOU. Confidential information includes, but is not limited to, social security numbers, confidential information contained in personnel records and student education records. The parties agree that they will use confidential information for no purpose that is unaffiliated with the performance of this MOU. Each party is permitted to disclose confidential information only to its directors, officers, employees, and agents with need to access such data as a necessary part of the performance of this MOU, and shall use the same care to prevent disclosure of such information as such party uses with respect to its own confidential information, provided that in any case it shall not use less than the care a reasonable person

would use under similar circumstances. This Section is subject to the requirements of T.C.A. Title 10, Chapter 7 and any other provisions of law pertaining to the disclosure of state records. TSU does not have the authority to consent to provisions which require confidentiality or nondisclosure in violation of the Tennessee Open Records Act. Therefore, each party will treat the other party's confidential information as confidential to the extent permitted by law.

All TSU students will be expected to comply with the rules and regulations of the Family Educational Rights and Privacy Act (FERPA). Specifically, TSU students must understand that their access to the confidential data, information, and records maintained by the EA is limited to their need to know for the purpose of performing their duties as a Student Teacher. This includes, but is not limited to, information maintained on the EA's networks and in its electronic record systems.

9. Insurance. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance. Any and all claims against the State of Tennessee, including Tennessee State University or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against TSU shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301 et seq.

10. Conflict Resolution. Any disagreement relating to the interpretation of the provisions of this MOU shall be resolved by means of amicable negotiations in good faith between the parties.

11. Compliance with Laws. Each party shall comply with applicable federal, state, and municipal laws, advice, rules and regulations, which are applicable to the performance of this MOU.

12. Non-Discrimination. No person shall be excluded from participation on the grounds of handicap or disability, race, color, sex, national origin, sexual orientation, veteran status, or any classification protected by federal or Tennessee law.

13. Entire Agreement. This MOU contains the entire mutual understanding of the parties with respect to the subject matter hereof.

14. Counterparts. This MOU will be executed in English in duplicate originals. Each such duplicate shall be deemed an original copy of this MOU for all purposes.

15. Notices. All instructions, notices, or other communications required or contemplated by this MOU shall be in writing and shall be made by e-mail, facsimile transmission, or first-class mail, addressed to the point of contact for each party, as set forth in the "Coordination" section below.

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**COORDINATION**

In order to oversee this MOU and to effectively coordinate with the associated departments and subsequent agreements, both parties agree that the institutional points of contact shall be the following:

For TSU:

Janet Finch, Ph.D.  
Dean, College of Education  
Tennessee State University  
3500 John A. Merritt Blvd.  
Nashville, TN 37209  
Phone: (615) 963-5446  
Email: [jfinch@tnstate.edu](mailto:jfinch@tnstate.edu)  
Website: [www.tnstate.edu/coe](http://www.tnstate.edu/coe)

For EA:

Nowell Hesse  
Head of High School  
Ensworth School  
7401 Highway 100  
Nashville, TN 37221  
Phone: (615) 301-5400  
Email: [hessen@ensworth.com](mailto:hessen@ensworth.com)  
Website: [www.ensworth.com](http://www.ensworth.com)

Initial  
NH

[SIGNATURE PAGE FOLLOWING]

**NATURE OF THIS MEMORANDUM OF UNDERSTANDING**

This non-binding MOU is not a legally enforceable agreement and does not give rise to any legal obligations but rather describes the actions that the parties intend to take. No funds are committed, and no legal obligations are created by this MOU. Any commitment of funds shall be made under separate documents.

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the appropriate authority to enter into this MOU on behalf of the entity for which they sign.

ON BEHALF OF:

**ENSWORTH SCHOOL**

**TENNESSEE STATE UNIVERSITY**

By: <sup>Signed by:</sup> Nowell Hesse  
~~Nowell Hesse~~ 03066226A04D7

By: Dr. Ronald Johnson

Title: Head of High School  
Date: 11/16/2024

Title: University President  
Date: 11.19.24