

University of North Dakota and Continuing Education Associates, LLP

This Agreement (the "Agreement") is made and entered into this fifteenth day of April, 2016 (the "Effective Date") by and between University of North Dakota ("University") having an office at Gustafson Hall Room 103, 3264 Campus Road Stop 9021, Grand Forks, ND 58202-9021, and Continuing Education Associates, LLP, a North Dakota Limited Liability Partnership ("CEA") having an office at 321 Dakota Avenue, Wahpeton, ND 58075.

WHEREAS, University offers college-level education courses to many, including teachers and educational leaders, with varying objectives, degree and non-degree;

WHEREAS, CEA provides personal and professional development for educators, school leaders and other professionals for the purpose of enrichment, professional career advancement and creative activities for individuals to achieve their educational goals;

WHEREAS, University recognizes the quality of CEA's professional development work;

AND WHEREAS, the parties seek to better serve North Dakota teachers and administrators.

THEREFORE, in consideration of the promises set forth herein, the parties agree as follows:

900-LEVEL GRADUATE PROFESSIONAL DEVELOPMENT CREDIT

University and CEA shall collaborate and partner to deliver UND 900-level online courses and optionally, face-to-face workshops to teachers and administrators for professional development graduate credit. As described herein, University shall award professional development, 900-level graduate credit for such courses and/or workshops once the student has successfully completed his or her required CEA work and successfully completed University's supplemental requirements, if any.

University will provide to fully paid students one professional development graduate credit (15 hours), two professional development graduate credits (30 hours) or three professional development graduate credits (45 hours) for completion of each approved CEA course or face-to-face workshop. University shall review each proposed course and provide CEA notice of the approved number of credits; the parties may jointly adjust course content to satisfy University's credit requirements. University and CEA will have the option to alter this credit hour structure, upon mutual agreement of both parties.

CEA will upload each course in UND's online PDE Approval form which will be reviewed by UND for credit approval; work with the instructors to ensure information is complete and that the University's PDE course requirements are being followed (e.g. content is commensurate with the number of credits being requested, learning outcomes are well defined, etc.); include UND approved courses on the CEA website; answer student questions about course content; provide instructors of record to facilitate and grade coursework using the Satisfactory/Unsatisfactory system and/or Letter Grade system; and, return grade sheets in a timely manner.

University will register students, collect tuition fees, maintain records and databases, and prepare grade sheets for instructors of record, market the courses in accordance with University's standard marketing and promotion of courses and provide other customer service as needed.

NON-CREDIT PROFESSIONAL DEVELOPMENT ACTIVITY

In addition, University and CEA will partner on mutually agreed upon non-credit activity to include such activities as conference logistics, non-credit professional development (other than PDE), online or face-to-face training, summer programs, and more. All activities in the non-credit area will be negotiated separately (and noted on CEA Course Pricing Spreadsheet Addendum).

INDEPENDENCE OF PARTIES

The parties are independent contractors, and neither is the other's employee for any purpose, including but not limited to any state or federal law governing employers and employees. Except as may specifically be provided herein, CEA shall retain sole and absolute discretion in the development and grading of its courses, and University shall retain sole and absolute discretion in its provision and crediting of such courses to its students.

FEE STRUCTURE

Tuition hereunder shall follow CEA Course Pricing Spreadsheet Addendum, inclusive of University fees. University will post and charge tuition for the UND-CEA approved courses. University will collect the total fee at www.educators.UND.edu and pay out CEA's portion of the tuition as noted below. The professional development graduate credit rates are subject to change by mutual agreement of the parties.

REVENUE DISTRIBUTION

- i. University will collect and retain all payments received for the delivery of CEA courses.
- ii. University will issue a check to CEA on a monthly basis for all payments received from UND students registered in CEA-PDE courses minus the \$65/attached credit fee, \$60/attached credit fee for Ruid or Beyer courses, or \$50/attached credit fee for IGS Courses, (Other exceptions noted on CEA Course Pricing Spreadsheet Addendum).
- iii. No refunds will be given to students enrolled in a CEA course.

MARKETING

The courses will be marketed simultaneously by both University and CEA.

- i. University, as part of its customary marketing initiatives including, at University's own cost
 - a. Reference in direct marketing materials, including flyers distributed to local schools and districts
 - b. Printed flier or brochure for summer
 - c. Emails to educator and administrator alumni (both graduate and undergraduate) at least once a year
 - d. New course campaigns (Once a year)
 - e. Website presence
- ii. CEA as part of its customary marketing projects at CEA's own cost
 - a. Website presence
 - b. Emails to educators and administrators established through CEA

c. Other marketing as agreed upon with University

Both parties agree to allow one another to use corporate logos and other branding materials subject to this Agreement. The University logo to be used by CEA pursuant to this clause is the UND "Flame" logo. Both parties reserve the right to review and/or reject the marketing materials and activities offered under the terms of this Agreement, including without limitation the use of the other party's name, logo(s), and trademark(s), and a party shall cease such use upon receipt of notice that such use is not acceptable to the other party.

COURSE EVALUATION

CEA will provide compiled course evaluation results to University on a quarterly basis for courses that have had University enrollments.

DURATION, RENEWAL, AND TERMINATION

This Agreement is in place through June 30, 2019. This Agreement may be terminated by either party upon written notice. This Agreement shall terminate effective five (5) months from the date of receipt of the notice by the other party. Upon termination, University students then currently enrolled in a CEA course will be permitted to complete the course (within one-year from the time of registration) for which they have registered and paid. Upon termination of this Agreement, UND shall not offer courses or work developed under this Agreement without the approval of CEA.

LIABILITY AND DEFAULT

Each party shall be responsible for claims, losses, damages, and expenses proximately caused by the negligent or wrongful acts or omissions of its employees acting within the scope of their employment. The tort liability of the University shall be determined pursuant to chapter 32-12.2 of the North Dakota Century Code and is subject to the conditions and limitations contained therein. Neither party shall be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. CEA shall indemnify University against any and all third-party claims for infringement of copyright, trademark, or trade dress arising out of University's use of CEA's materials hereunder.

COPYRIGHTS

CEA warrants that it will maintain all of the appropriate licenses, contracts, and copyrights from participating educational experts in order to use their materials in CEA courses.

WARRANTY OF ORIGINALITY, NON-INFRINGEMENT

CEA represents and warrants that any and all content and/or presentations supplied, performed, and/or displayed by CEA hereunder, inclusive of PowerPoints, handouts, and all other audiovisual and media elements, shall be (a) original to CEA; (b) appropriately licensed from one or more third-parties holding exclusive rights therein; or (c) used subject to a bona fide and good faith belief that an exception to third-party exclusive rights (e.g., fair use) applies, provided that such belief shall not negate any indemnification obligation imposed upon CEA herein.

