

## Agreement between University of North Dakota and Kimberly Williams

This Agreement (the "Agreement") is made and entered into this 1<sup>st</sup> day of July, 2018 (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 Kimberly Williams/Tools for Teachers ("KWilliams") 550 14<sup>th</sup> RD S #209, Arlington, VA 22202.

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

WHEREAS, KWilliams provides professional development training to educators and school leaders for the purpose of enhancing the educational growth of teachers and school administrators;

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

### ***PROFESSIONAL DEVELOPMENT GRADUATE CREDIT COURSES***

University and KWilliams propose to collaborate and partner to deliver online courses to teachers for professional development graduate credit (2900-level). University recognizes the quality of KWilliams professional development online courses and agrees to award professional development graduate credit for such online courses once the student has successfully completed his or her required KWilliams coursework and successfully completed University's supplemental requirements, if any.

University will provide to fully paid students one professional development graduate credit for completion of each approved KWilliams 15-hour course (4 months in duration – no extensions granted). University and KWilliams will have the option to alter this credit/course-hour structure, upon mutual agreement of both parties. KWilliams will serve as instructor of record to facilitate and grade coursework using the Satisfactory/Unsatisfactory system.

KWilliams will determine the appropriate content, subject matter, and materials and periodically update the course as needed. KWilliams will provide a summary of course evaluations and comments to University twice each year. KWilliams will facilitate and grade coursework using a Letter Grade or S/U.

University will enroll students, maintain records and databases, track lessons and grades and provide other customer service as needed. University will market the course using the standard marketing activities (web, printed summer brochure, email blasts, etc.).

### ***TUITION AND FEE STRUCTURE***

University will post and charge pricing for the UND approved courses, including KWilliams and University fees. University fees include a \$60.00 (per one credit) professional development graduate credit fee. University will collect the total fee at [www.educators.edu](http://www.educators.edu) and pay KWilliams her share on a monthly basis. Please note that these professional development graduate credits are subject to change by University, and

that any updated pricing will be appended to this agreement. Courses will be priced as follows (subject to change, as mentioned above):

One Professional Development Graduate Credit:

University:	\$ 60
KWilliams:	\$ 95
TOTAL:	\$155/professional development graduate credit

**REVENUE DISTRIBUTION**

- i. University will collect and retain all payments received for the delivery of KWilliams course(s)
- ii. University will issue a check to KWilliams on a monthly basis for all payments received from UND students registered in KWilliams course(s)
- iii. Refund requests for courses purchased will follow University policies

**MARKETING**

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

- 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. Emails to educator and administrator alumni (both graduate and undergraduate) at least once a year
  - c. New course campaigns (Once a year)
  - d. Website presence
- ii. KWilliams, as part of her efforts to market her own projects, at KWilliams' own cost

Both parties agree to allow the counterparty to use corporate logos and other branding materials subject to this Agreement. The University logo to be used by KWilliams, 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.

**DURATION AND TERMINATION**

This Agreement may be terminated by either party upon written notice. This Agreement is in place for one (1) year. The effective date of any termination shall be two (1) months from the date of receipt of the notice by the other party. Upon termination, University students then currently enrolled in a KWilliams course will be permitted to complete the course for which they have registered and paid.

**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. KWilliams 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 KWilliams' materials hereunder.

**COPYRIGHTS**

KWilliams maintains all of the appropriate licenses, contracts, and copyrights from participating educational experts in order to use their materials in KWilliams courses.

**WARRANTY OF ORIGINALITY, NON-INFRINGEMENT**

KWilliams represents and warrants that any and all content and/or presentations supplied, performed, and/or displayed by KWilliams hereunder, inclusive of PowerPoints, handouts, and all other audiovisual and media elements, shall be (a) original to KWilliams; (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 KWilliams herein.

**INSURANCE**

Each party will maintain an amount of insurance that it determines to be adequate to cover any liabilities that may arise out of its performance of this Agreement. For its part, University's participation in the North Dakota risk management fund shall be deemed sufficient to comply with this paragraph.

**NOTICES**

Any official notice between the parties shall be in writing and addressed to the other party's administrative contact as follows:

**UNIVERSITY**

Lynette Krenelka, Ph.D.  
Director  
Office of Extended Learning  
University of North Dakota  
3264 Campus Road, Stop 9021  
Grand Forks, ND 58202-9021  
Fax: 701-777-4282  
Phone: 701-777-4883  
Email: [lynette.krenelka@und.edu](mailto:lynette.krenelka@und.edu)



**KWilliams**

Kimberly Williams  
Instructor/Author  
Tools for Teachers  
550 14<sup>th</sup> RD S  
#209  
Arlington, VA 22202

Phone

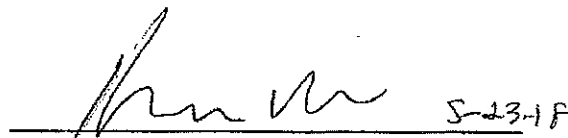
Email:



The provisions of this section do not supersede any statutes or rules of court regarding notice of claims or service of process. In the event of a conflict between this section and any statutes or rules of court, the statutes or rules of court govern.



Lynette M. Krenelka  
Director  
Office of Extended Learning

 5-23-18

Kimberly Williams  
Instructor/Author  
Tools for Teachers

 6/11/18

Thomas M. DiLorenzo  
Provost and Vice President for Academic Affairs  
University of North Dakota