

# Agreement between University of North Dakota and Professional Development Institute

This Agreement (the "Agreement") is made and entered into this 29<sup>th</sup> day of March, 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 Professional Development Institute ("PDI") having an office at 30 Corporate Park #310, Irvine, California.

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

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

AND WHEREAS, University recognizes the quality of PDI professional development online courses.

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

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

University and PDI shall collaborate and partner to deliver online courses to teachers for professional development graduate credit (900-level). University agrees to award professional development graduate credit for such online courses once the student has successfully completed his or her required PDI coursework and successfully completed University's supplemental requirements, if any.

University will provide to fully paid students three professional development graduate credits (45-hour course) for completion of each approved PDI course (4 months in duration – no extensions granted). University and PDI will have the option to alter this credit/course-hour structure, upon mutual agreement of both parties. PDI will provide instructors of record to facilitate and grade coursework using a Letter Grade.

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

University will post and charge pricing for the UND approved courses, including PDI and University fees. University will collect the total fee from each student at [educators.und.edu](http://educators.und.edu) and pay PDI its share as invoiced monthly. PDI cannot release a student's final grade until payment has been received. Professional development graduate credits are subject to approval by University, and any updated pricing will be by mutual agreement of the parties. Courses will be priced as follows (subject to change, as mentioned above):

Three Professional Development Graduate Credits:

University share (including fees):	\$195
PDI share:	\$195
TOTAL:	\$390

## **MARKETING**

University, as part of its customary marketing initiatives including, at University's own cost:

- a. Reference in direct marketing materials, including flyers distributed in the ordinary course of University's marketing activities to local schools and districts
- b. Printed flyers (summer only)
- 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

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 PDI 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.

## **DURATION AND TERMINATION**

This Agreement is in place until June 30, 2019. This Agreement may be terminated by either party upon written notice. The effective date of any termination shall be two (2) months from the date of receipt of the notice by the other party. Upon termination, University students then currently enrolled in a PDI course will be permitted to complete the course for which they have registered and paid. All fees due to PDI must be paid in full prior to the end of the contract.

## **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. PDI 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 PDI's materials hereunder.

## **COPYRIGHTS**

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

## **WARRANTY OF ORIGINALITY, NON-INFRINGEMENT**

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

**PDI**

Caryn Chavez, M.S.  
Director  
PDI  
30 Corporate Park #310  
Irvine, CA 92606

Fax: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]



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.

*[Signature]*  
\_\_\_\_\_  
Lynette M. Krenelka Date 4/3/16

Director  
Office of Extended Learning

*[Signature]*  
\_\_\_\_\_  
Joshua Riedy Date 04/05/16

Vice Provost and Chief Strategy Officer  
Academic Affairs  
University of North Dakota

*[Signature]*  
\_\_\_\_\_  
Connie Ryan Date 3/31/16

President  
Professional Development Institute