

Pearson Online Learning Services

Program Term Sheet #4 Master of Arts in Counseling Program

This Program Term Sheet #4 (“Program Term Sheet #4”) is entered into as of January 15, 2020 (“Effective Date”), pursuant to the e-Learning Program Master Services Agreement (“Agreement”) between Embanet-Compass Knowledge Group Inc. (“Pearson”) and the University of North Dakota (“University”).

1. e-Learning Program:

The e-Learning Program consists of the following online degree and certificate programs (collectively, the “Program”):

- a. Master of Arts in Counseling (“Degree Program”), with emphases in:
 - i. K-12 School Counseling
 - ii. Addiction Counseling
 - iii. Community Mental Health Counseling
 - iv. Child Adolescent Counseling
 - v. Rehabilitation Counseling
- b. Graduate Certificate in K-12 Student Counseling (“Track A Program”)

The Parties acknowledge that Pearson may market the emphases as concentrations, specializations, or similar nomenclature. The Parties further acknowledge the following in regards to the University’s online Graduate Certificate in K-12 Student Counseling for North Dakota residents possessing an M.Ed. degree (“Track B Program”): (1) the Track B Program is not encompassed by, or included in, the Program; (2) the University shall be solely responsible for the marketing and recruitment of students into the Track B Program; (3) the curriculum for the Track B Program consists entirely of Program Courses, as defined herein; and (4) Pearson shall provide ongoing support for students in the Track B Program as set forth herein. Pearson and the University shall work together to avoid channel conflict in marketing the Program and the Track B Program, respectively. If the University intends to offer the Track B Program to students residing outside of North Dakota, it shall inform Pearson of such intention. Thereafter, the Track B Program shall be included in the Program at Pearson’s option, which shall be exercised in writing delivered to the University.

2. Program Term:

The term of this Program Term Sheet #4 will start on the Effective Date of this Program Term Sheet #4 and end on the tenth (10th) anniversary of the first day of the Launch Term (“Program Term”), which is currently anticipated to be the Spring 2021 term. For purposes of this Program Term Sheet #4, “Launch Term” means the first term in which Program Students recruited by Pearson start the Program.

3. Students Supported:

Pearson shall provide the Pearson-Recruited Student Services in support of Pearson-Recruited Students. Pearson shall provide the Track B Student Services in support of Track B Students.

For purposes of this Program Term Sheet #4, the following definitions apply:

- a. "Pearson-Recruited Students" means all Program Students, including Track A Students, but excluding Transfer Students and Track B Students.
- b. "Pearson-Recruited Student Services" means the services indicated by a "Yes" in the chart set forth in Section 13 of this Program Term Sheet #4. For the sake of clarity, the University acknowledges that Pearson-Recruited Students provisionally admitted into the Program on the condition that such students enroll in and complete the Bridge Course shall receive ongoing student support and help desk services from Pearson during their enrollment in the Bridge Course.
- c. "Track A Students" means those students recruited by Pearson into the Track A Program.
- c. "Track B Students" means those students recruited by the University into the Track B Program.
- d. "Track B Student Services" means those services indicated by a "Yes" in the chart set forth in Section 14 of this Program Term Sheet #4.

4. Program Courses:

The following twenty four (24) Courses (collectively, the "Core Courses"), together with one (1) Bridge Course described below, shall make up the Program curriculum (collectively, the "Program Courses"). The credit hours required for graduation are (a) for provisionally-admitted students who must enroll in the Bridge Course, 69 credits for the Rehabilitation Counseling concentration and 66 credits for all other concentrations, or (b) for all other students, 64 credits for the Rehabilitation Counseling concentration and 61 credits for all other concentrations.

Course Title	Number	Credits
Theories & Methods	COUN XXX	4
Multicultural	COUN XXX	4
Ethics & Professional Issues	COUN XXX	4
Child, Family, and Couples	COUN XXX	4
Group	COUN XXX	4
Career Development Theories and Job Development and Placement Techniques	COUN XXX	3
Trauma & Crisis	COUN XXX	3
Developmental	COUN XXX	3
School Program Management	COUN XXX	3
Addictions	COUN XXX	3
Research Methods	COUN XXX	3
Diagnosis & Prevention	COUN XXX	4

Assessment	COUN XXX	3
Case Management	COUN XXX	3
Aspects of Disabilities	COUN XXX	3
Community Counseling Internship	COUN XXX	12
Addictions Counseling Internship	COUN XXX	12
Rehabilitation Counseling Internship	COUN XXX	12
School Counseling Internship	COUN XXX	12
Child & Adolescent Internship	COUN XXX	12
Counseling Practicum	COUN 580	4
School Counseling Practicum	COUN 581	4
Scholarly Project	COUN 995	2
Diagnosis and Prevention Lab	COUN XXX	1

The University shall develop a five (5) unit graduate-level, Title IV aid eligible course for prospective Degree Program students who have not completed Abnormal Psychology and Developmental Psychology courses (or their equivalents) at the undergraduate level (“Bridge Course”).

5. Minimum Credit Hour Tuition Rate:

The University shall charge a minimum per credit hour tuition rate of \$800 for Program Courses for both in-state and out-of-state students. The Parties acknowledge and agree that this Program Term Sheet #4 is contingent upon approval of this minimum tuition rate by the North Dakota State Board of Higher Education (“SBHE”). The University shall take all steps reasonably necessary to obtain SBHE approval by March 31, 2020. The Parties anticipate that this minimum tuition rate will increase annually in an amount consistent with the increase in tuition rates charged by the University for its other academic offerings. The University shall collaborate with Pearson before enacting any other change in the minimum tuition rate to enable the Parties to collectively evaluate such change’s anticipated effect on Program enrollments. The Parties acknowledge that the University may, in its discretion, charge a mandatory fee of \$70.51 per credit hour beyond the minimum tuition rate. Any increases in these mandatory fees will be consistent with the increase charged by the University for its other academic offerings. Such fee will not be included in Gross Receipts as defined in the Agreement and shall not increase disproportionately to any increase in the Program tuition rate, unless permitted by the North Dakota State Board of Education Policy Manual.

Notwithstanding the foregoing and except as otherwise set forth below, the Gross Receipts for up to five (5) in-state starting Program Students per semester intake (collectively, “In-State Rate Students”) shall be fixed at the University’s in-state tuition rate for counseling graduate students, which is currently \$500 per credit hour, for the purpose of calculating Service Fees hereunder for the duration of such In-State Rate Students’ matriculation in the Program. The Parties shall work together to track and report the enrollment of In-State Rate Students for billing purposes. The Parties anticipate that such in-state tuition rate will increase annually in an amount consistent with the increase in tuition rates charged by the University for its other academic offerings.

For the sake of clarity, this Section 5 shall not apply in regards to tuition charged by the University for the Track B Program.

6. Program Admission Requirements:

- a. Degree applicants must possess a Bachelor's degree (or higher) from a regionally accredited institution. Track A Program applicants must possess a Master of Arts degree (or higher) in Counseling from a regionally accredited institution.
- b. Completion of Abnormal Psychology and Developmental Psychology courses (or their equivalents) at the undergraduate level. Applicants who have not completed these courses upon application can be provisionally admitted into the Program and must complete the Bridge Course prior to enrolling in Core Courses.
- c. An overall grade point average (based on 4.00 scale) of 2.75 or higher in an undergraduate degree program or at least 3.00 for the last two years of undergraduate work.
- d. Submission of a two-three page personal statement outlining goals and objectives for seeking admission, including academic or professional accomplishments and career goals.
- e. Submission of supplemental form answering questions taken from the interview questions.
- f. Submission of three professional letters of recommendation.
- g. Submission of a professional resume.
- h. An online interview (via web-conferencing) with program faculty may be required at the University's discretion.

7. Entry Points per Year: 3 (Fall, Spring, and Summer)

8. Course Length: 7 (seven) and 14 (fourteen) weeks

9. Total Number of Courses Developed by the University: 26

10. Total Number of Existing Online Courses: None

11. LMS Utilized for Program Term: Blackboard

12. Financial Aid to be Made Available to Students (Yes/No)? The Parties acknowledge that the Degree Program is currently Title IV aid eligible but the Track A Program and the Track B Program are not. The University shall take all steps reasonably necessary to obtain approval from the United States Education Department to offer Title IV aid to students enrolled in either the Track A Program or Track B Program, with the goal of obtaining program eligibility in time to offer Title IV aid to students starting the Track A Program or Track B Program in the Spring 2021 launch term.

13. Pearson-Recruited Student Services:

Pearson shall provide services in support of the Pearson-Recruited Students during the Program Term as set forth below (collectively, “Pearson-Recruited Student Services”):

Functional Area	Specific Service	Yes/No
Academic	Course Design and Development	No
Academic	Instructor Recruitment	No
Academic	Instructor Management	No
Academic	Faculty and Instructor Training	No
Marketing & Enrollment	Campaign Design	Yes
Marketing & Enrollment	Testing, Analysis and Optimization	Yes
Marketing & Enrollment	Lead Generation	Yes
Marketing & Enrollment	Student Recruitment and Admissions Support	Yes
Technology Services & Support	eLearning Platform Selection and Implementation	No
Technology Services & Support	Tier 1 Data Center Hosting	No
Technology Services & Support	24/7/365 Help Desk Support	Yes
Tutoring Services	Smarthinking	Yes
Regulatory Guidance	Consultation in Support of University-led State Authorization Compliance	Yes
Program Management/ Student Services	Instructor Support	Yes
Program Management/ Student Services	Student Retention Management	Yes

14. Track B Student Services:

Pearson shall provide services in support of the Track B Students during the Program Term as set forth below (collectively, “Track B Student Services”):

Functional Area	Specific Service	Yes/No
Academic	Course Design and Development	No
Academic	Instructor Recruitment	No
Academic	Instructor Management	No
Academic	Faculty and Instructor Training	No
Marketing & Enrollment	Campaign Design	No
Marketing & Enrollment	Testing, Analysis and Optimization	No
Marketing & Enrollment	Lead Generation	No
Marketing & Enrollment	Student Recruitment and Admissions Support	No
Technology Services & Support	eLearning Platform Selection and Implementation	No

Technology Services & Support	Tier 1 Data Center Hosting	No
Technology Services & Support	24/7/365 Help Desk Support	Yes
Tutoring Services	Smarthinking	Yes
Regulatory Guidance	Consultation in Support of University-led State Authorization Compliance	Yes
Program Management/ Student Services	Instructor Support	Yes
Program Management/ Student Services	Student Retention Management	Yes

15. Responsible Parties/Contact Information:

Embanet-Compass Knowledge Group Inc.
 SVP Academic Partnerships
 MetroCenter Blvd, Suite 400
 Orlando, FL 32835
 [REDACTED]

Jeffrey Holm, Ph.D.
 Vice Provost for Online Education
 & Strategic Planning
 Division of Academic Affairs
 University of North Dakota
 Twamley Hall, Room 205
 264 Centennial Drive, Stop 8176
 Grand Forks, ND 58202-8176

O: 701.777.5964
Jeffrey.Holm@und.edu

16. Service Fee (Section 5.1 of the Agreement):

a. Service Fees for Pearson-Recruited Students

Service Fees for Pearson-Recruited Students shall be calculated in each academic term by multiplying the Gross Receipts attributable to the enrollments of Pearson-Recruited Students by the applicable revenue share percentage set forth in the following table:

Pearson Gross Receipts % ("Service Fees")	University Gross Receipts %
52%	48%

b. Service Fees for Transfer Students and Track B Students

Service Fees for Transfer Students, as hereinafter defined, and Track B Students shall be calculated in each academic term by multiplying the total Gross Receipts attributable to the enrollments of all Transfer Students and Track B Students by the applicable revenue share percentage set forth in the following table:

Pearson Gross Receipts % ("Service Fees")	University Gross Receipts %
20%	80%

"Transfer Students" means (1) all University students admitted into a University program outside the scope of the Agreement ("Non-Supported Program") who transfer into this Program and (2) all Pearson-Recruited Students who transfer into a Non-Supported Program.

17. Minimum Number of Program Students (Section 8.3 of the Agreement):

The Minimum Number of Program Students pursuant to Section 8.3(iv) of the Agreement shall be (a) two hundred fifty (250) Program Students during the period from thirty (30) months to forty eight (48) months after the first day of the Launch Term, (b) three hundred fifty (350) Program Students during the period from forty eight (48) months to sixty (60) months after the first day of the Launch Term, and (c) four hundred (400) Program Students thereafter for the remainder of the Program Term.

18. Additional Terms and Conditions:

a. Upon receipt of a completed application for admission into the Program, the University shall endeavor to meet the goal of processing the application and communicating its decision to the applicant within five (5) business days. The University shall simultaneously inform Pearson of its decision.

b. University will be the official source to notify the students of acceptance in the Program and Pearson will then proceed to work with the students to ensure they are registered in the required Program Courses.

c. Should the University change the LMS platform(s) at any time during the Program Term, the Parties agree that (i) the Pearson's services in support of such course migrations are not included in the scope of this Program Term Sheet #4 and (ii) the Parties shall negotiate a separate migration fee per Program Course, which shall be payable within thirty (30) days of invoice.

d. The University agrees to apply a mutually-agreed tuition discount for (i) persons employed by corporations enrolled in Pearson's Corporate Partnership Program and (ii) members of the United States Armed Services and their immediate family members eligible for a Military Discount. The Parties acknowledge that such discounts will not be included in Gross Receipts as defined in the Agreement.

e. The University shall make Program faculty available to Pearson for the purpose of providing Program-related content to Pearson for use in Pearson's SEO strategy. Such content may include interviews and articles related to the content covered in the Program curriculum, or content related to faculty research or presentation topics.

f. The University shall review and approve all University-branded Marketing Materials within ten (10) business days of submittal for review by Pearson. The Parties acknowledge that Marketing Materials not containing indicia of University branding shall be exempt from this review and approval process.

g. The University shall seek and obtain approvals and/or authorizations from such state counseling boards as necessary to meet mutually agreed enrollment targets. The Parties shall work together to prioritize such state counseling board approvals and authorizations.

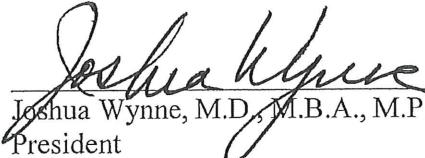
WHEREFORE, the Parties have entered into this Program Term Sheet #4 on the date of the last signature below, effective as of the Effective Date.

**Embanet-Compass Knowledge Group
Inc.**

By: 
Iwan Streichenberger (Jan 28, 2020)
Iwan Streichenberger
Managing Director
Pearson Online Learning Services

Date: Jan 28, 2020

University of North Dakota

By: 
Joshua Wynne, M.D., M.B.A., M.P.H.
President
University of North Dakota

Date: 1/27/20