Pearson Online Learning Services

Program Term Sheet #3
Master of Science in Nursing Program

This Program Term Sheet #3 ("Program Term Sheet #3") is entered into as of February 28, 2019 ("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 MS in Nursing Program, the DNP Program, and the Post-Graduate Certificate Program described below shall collectively be referred to as the "Program":

    a. Master of Science in Nursing ("MS in Nursing Program"), with specialities in:
       i. Family Nurse Practitioner
       ii. Psychiatric Mental Health in Nursing Nurse Practitioner
       iii. Adult-Gerontology Primary Care Nurse Practioner
       iv. Nurse Educator
    b. Doctor of Nursing Practice (MSN entry) ("DNP Program")
    c. Post-Graduate Certificates ("Post-Graduate Certificate Program"), with specialities in:
       i. Family Nurse Practitioner
       ii. Psychiatric Mental Health in Nursing Nurse Practitioner
       iii. Adult-Gerontology Primary Care Nurse Practioner

2. Program Term:

The term of this Program Term Sheet #3 will start on the Effective Date of this Program Term Sheet #3 and end on the tenth (10th) anniversary of the first day of the Launch Term, which is currently anticipated to be the Spring 2020 term contingent upon execution of this Program Term Sheet #3 by February 28, 2019 ("Program Term"). For purposes of this Program Term Sheet #3, "Launch Term" means the first term in which Program Students recruited by Pearson start the Program. Pearson shall provide the Launch Services set forth in Section 13 herein during the Program Term. Notwithstanding the foregoing, the Parties acknowledge and agree that Pearson shall provide only the Pre-Launch Services set forth in Section 12 herein in support of Program Students in the Pre-Launch Term. For purposes of this Program Term Sheet #3, "Pre-Launch Term" means the term immediately preceding the Launch Term, which is currently anticipated to be in the Fall 2019 term.

3. Program Courses:

The MS in Nursing Program Courses and the DNP Program Courses shall be referred to collectively as the "Program Courses." The curriculum for the Post-Graduate Certificate

Program shall consist of Courses selected from the Program Courses for the MS in Nursing Program and/or the DNP Program. The credit hours required for graduation range from 38-51 depending on each Program Student's specialization.

The following thirty four (34) Courses shall make up the MS in Nursing Program curriculum (collectively, the "MS in Nursing Program Courses"):

MSN Course	Number	Credits
Theories & Concepts in Nursing	NURS 500	3
Evidence for Practice	NURS 502	3
Health Promotion	NURS 523	3
Health Policy	NURS 605	2
Role Development of the NP	NURS 553	2
Family Nursing	NURS 532	3
Psych Diagnostic Reasoning	NURS 538	2
Foundations of Nursing Education	NURS 509	3
Advanced Pathophysiology	NURS 522	3
Advanced Pharmacology	NURS 505	3
Advanced Health Assessment	NURS 585	3
Psychopharmacology	NURS 564	2
Phamacotherapeutics for Primary Care	NURS 544	2
Individual Therapy	NURS 583	2
Curriculum Development	NURS 566	3
Maternal and Child Health in Primary Care	NURS 559	2
Care of Frail Older Adult	NURS 545	3
Group & Family Therapies	NURS 584	3
Teaching Methodologies	NURS 567	3
Illness Management - Adult Gerontology I	NURS 541	3
Management of Health Conditions, Primary Care I	NURS 534	3
Management of Psychopathology I	NURS 588	2
Advanced Clinical Practicum I	NURS 597A	4
Assessment & Evaluation	NURS 569	3
Advanced Nurse Educator Practice of Health Promotion	NURS 536	2
Independent Study / Scholarly Project	NURS 997	2
Teaching Practicum	NURS 568	2
Illness Management - Adult Gerontology II	NURS 543	3
Management of Health Conditions, Primary Care II	NURS 540	3
Management of Psychopathology II	NURS 589	2
Advanced Clinical Practicum II	NURS 597B	4
Advanced Clinical Practicum III	NURS 597C	4

Advanced Clinical Practicum PMHNP I (300 hrs)	NURS597P1	6
Advanced Clinical Practicum PMHNP II (300 hrs)	NURS597PII	6

The following fourteen (14) Courses shall make up the DNP Program curriculum (collectively, the "DNP Program Courses"):

DNP Course	Number	Credits
Statistics	PSYC 541	3
Integrated DNP Core Concepts I	NURS 600	3
Integrated DNP Core Concepts II	NURS 601	3
Evidence Based Research I	NURS 602	3
Evidenced Based Research II	NURS 603	3
Health Informatics	NURS 604	3
Health Policy	NURS 605	2
Systems Focused Practice I	NURS 606	2
Systems Focused Practice II	NURS 607	3
Healthcare Economics, Finance and Leadership	NURS 608	3
DNP Project Teams	NURS 609A	1
DNP Project Teams	NURS 609B	2
DNP Project Teams	NURS 609C	3
DNP Capstone	NURS 610	2

4.   Minimum Credit Hour Tuition Rate:

$765 for both in-state and out-of-state students. The Parties anticipate that such 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 tuition rates 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 $61.31 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 tuition rates.

Notwithstanding the foregoing and except as otherwise set forth below, the Gross Receipts for up to ten (10) 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 nursing graduate students, which is currently $525 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. During the University's 2019-2020 academic year, the University may, at its discretion, allocate more than ten (10) In-State Rate Student intakes per semester, but will be limited to a maximum number of thirty (30) In-State Rate Student intakes in the 2019-2020 academic year.

5.   <u>Program Admission Requirements</u>:

MS in Nursing Program and Post-Graduate Certificate Program Admission Requirements:

a.   BSN from an NLNAC or CCNE accredited program
b.   3.00 GPA in the last two (2) years of undergraduate study
c.   Completion of undergraduate course in Statistics
d.   Current unencumbered US RN license
e.   One (1) year work experience preferred
f.   English language proficiency
g.   No standardized examination required
h.   Submission of official transcripts, online application, resume/CV, statement of goals, and three letters of recommendation
i.   Background check and drug screen
j.   Interview may be required (via web, phone, or in person) on a case-by-case basis at the discretion of the Admissions Committee, to be held within the five (5) day application consideration time frame referenced in Section 19(a) herein
k.   Post-Graduate Certificate Program applicants must also have completed, or covered the content of, the following courses in their graduate studies:
  • Advanced Physiology/Pathophysiology (Life Span)*
  • Advanced Physical Assessment
  • Advanced Pharmacology*
  • Health Promotion and/or Maintenance
  • Role of the NP*
  *Must be listed as separate courses on transcripts

DNP Program Admission Requirements:

a.   Master's degree or higher from an accredited nursing program
b.   3.0 GPA in previous graduate program
c.   Current unencumbered US RN license
d.   English language proficiency
e.   Active national certification in an advance practice registered nurse (APRN) specialty
f.   Submission of official transcripts, online application, resume/CV, statement of goals, and three letters of recommendation
g.   Interview may be required (via web, phone, or in person) on a case-by-case basis at the discretion of the Admissions Committee, to be held within the five (5) day application consideration time frame referenced in Section 19(a) herein
h.   Background check and drug screen

i.   Satisfaction of current Department of Nursing health and immunization policy of the Department of Nursing

6.   <u>Entry Points per Year</u>: 3 (Fall, Spring, and Summer)

7.   <u>Course Length</u>: 7 (seven) and 14 (fourteen) weeks

8.   <u>Total Number of Courses to be Developed</u>: 48

9.   <u>Total Number of Existing Online Courses</u>: None

10.   <u>LMS Utilized for Program Term</u>: Blackboard

11.   <u>Financial Aid to be Made Available to Students (Yes/No)</u>? Yes

12.   <u>Pre-Launch Services to be Provided by Pearson to the University (Yes/No)</u>:

Contingent upon University faculty participation in a Course Development Workshop no later than March 8, 2019, Pearson shall provide services in support of the Program during the Pre-Launch Term only as set forth below (collectively, "Pre-Launch Services"). For the sake of clarity, the University will provide marketing and recruiting support for Program Students starting the Program in the Pre-Launch Term. The University will cease all marketing and recruiting operations no later than May 1, 2019.

Functional Area	Specific Service	Yes/No
Academic	Course Design and Development	Yes
Academic	Instructor Recruitment	Yes
Academic	Instructor Management	No
Academic	Faculty and Instructor Training	Yes
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
Program Management/ Student Services	Instructor Support	Yes
Program Management/ Student Services	Student Retention Management	Yes

13.   <u>Launch Services to be Provided by Pearson to the University (Yes/No)</u>:

Pearson shall provide services in support of the Program during the entirety of the Program Term as set forth below (collectively, "Launch Services").

Functional Area	Specific Service	Yes/No
Academic	Course Design and Development	Yes
Academic	Instructor Recruitment	Yes
Academic	Instructor Management	No
Academic	Faculty and Instructor Training	Yes
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
Program Management/ Student Services	Instructor Support	Yes
Program Management/ Student Services	Student Retention Management	Yes

14.   <u>Responsible Parties/Contact Information</u>:

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

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

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

    a.   Service Fees for Pearson-Recruited Students

Service Fees for Program Students recruited by Pearson ("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:

Program Year	Pearson Gross Receipts % ("Service Fees")	University Gross Receipts %
Program Years 1 through 5	54%	46%
Program Year 6	53%	47%
Program Year 7	51%	49%
Program Year 8	51%	49%
Program Year 9	51%	49%
Program Year 10	51%	49%

As used in this Program Term Sheet #1, "Program Year" shall refer to the University's academic terms encompassed by the twelve (12) month period beginning on the first day of the Program Term, and the succeeding twelve (12) month periods beginning on each subsequent one (1) year anniversary of the first day of the Program Term. For example, if the Program launches as anticipated in Spring 2020, then Program Year 1 shall encompass the Spring 2020, Summer 2020, and Fall 2020 terms; Program Year 2 shall encompass the Spring 2021, Summer 2021, and Fall 2021 terms; and so forth.

    b.   Service Fees for Transfer Students and Pre-Launch Students

Service Fees for Transfer Students and Pre-Launch Students, as hereinafter defined, shall be calculated in each academic term by multiplying the total Gross Receipts attributable to the enrollments of all Transfer Students and Pre-Launch 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.

"Pre-Launch Students" means all Program Students who start the Program in the Pre-Launch Term.

16. <u>Minimum Number of Program Students (Section 8.3 of the Agreement):</u>

The Minimum Number of Program Students pursuant to Section 8.3(iv) of the Agreement shall be 575 Program Students.

17. <u>Program Course Sections for Non-Program Students:</u>

In the event the University desires to offer Program Courses to University or North Dakota University System students who are not Program Students ("Non-Program Students"), the following terms and conditions, including Section 7.5 of the Agreement, shall apply:

     a.   The University shall create separate sections of such Program Courses exclusively for Non-Program Students (each, a "Non-Program Section").

     b.   The University shall pay Pearson a licensing fee for each Non-Program Section offered as follows:

          i. $400.00 for each Non-Program Section offered by the University within the established Program Course carousel.

          ii. $800.00 for each Non-Program Section offered by the University outside of the established Program Course carousel.

     c.   Pearson shall duplicate each Non-Program Section from the master course shell for each Program Course as required for the University to offer a Non-Program Section.

     d.   Pearson shall provide no other services in support of the Non-Program Sections or Non-Program Students.

     e.   In the event enrollments of Non-Program Students in Non-Program Sections materially exceed expected figures, the Parties shall engage in good faith for the purpose of considering and implementing appropriate action, including but not limited to the potential amendment of this Program Term Sheet #3.

18. <u>Steering Committee:</u>

The Parties shall form a committee to review and oversee the activities of the Parties under this Program Term Sheet #3 with respect to Program ("Steering Committee"). The Steering Committee shall consist of an equal number of members from each Party. The Steering Committee shall meet on a regular basis, but in no event less than twice a year. The Steering Committee shall review updated annual Program enrollment projections, which shall be based on then-current market conditions and Program-specific enrollment trends ("Annual Enrollment Projections"). The Parties shall work together to achieve the Annual Enrollment Projections, and each Party shall individually undertake commercially reasonable measures, in a manner consistent with each Parties' respective obligations under this Program Term Sheet #3 and the Agreement, to achieve the Annual Enrollment Projections.

19.   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.   Pearson will work with the key members of the University faculty to create a design and development schedule for the development of Program Courses in the form of Appendix 1 attached hereto. Appendix 1 must be finalized as to Program Courses offered in Fall 2019 by March 1, 2019. In the event that Appendix 1 for such Program Courses is not finalized by March 1, 2019, the Program launch will be postponed. Appendix 1 must be finalized as to all other Program Courses by June 1, 2019. Both the University and Pearson will work to achieve the defined timelines for the development of Program Courses. University faculty shall adhere to the requirements of the course development project plan mutually agreed to by the Parties.

d.   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 #3 and (ii) the Parties shall negotiate a separate migration fee per Program Course, which shall be payable within thirty (30) days of invoice.

e.   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.

f.   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 to faculty research or presentation topics.

g.   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.

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

WHEREFORE, the Parties have entered into this Program Term Sheet #3 on the date of the last signature below, effective as of the Effective Date.

Embanet-Compass Knowledge Group Inc.

By: _Iwan Streichenberger (Mar 1, 2019)_____

Iwan Streichenberger
Managing Director
Pearson Online Learning Services

Date: Mar 1, 2019_____

University of North Dakota

By: _____

Mark Kennedy
President

Date: _01- March - 19_____

Appendix 1
Course Development Schedule

Course	Faculty (required for 1st two semesters of courses)	Begin Development	Final Content Delivery Date	Date First Offered	Instructor Sign Off Date
NURS 500				Fall 2019	
NURS 502				Fall 2019	
PSYC 541				Fall 2019	
NURS 600				Fall 2019	
NURS 602				Fall 2019	