Processes and Procedures – Professional Development Programs

# **Background**

The processes and procedures below pertain to certain non-degree educational opportunities offered by NKU that are recognized by the University as professional development. These opportunities include, but are not limited to, executive education. Not included are learning opportunities offered at low-to-no-cost to professional colleagues, or those designed solely for personal enrichment.

Professional development in the very broadest sense may include any educational program that leads to earning or maintaining professional credentials, including academic degrees. However, only non-degree types of professional education are within the scope of this document. Such professional development may include a non-credit courses, conferences, workshops, or mentoring/coaching. Professional development may in some cases lead to a qualification or certification required for employment or advancement.

Executive education is a type of professional development intended for executives, leaders, and functional managers in businesses and organizations. It is particularly appealing to those aiming for advancement or preparing for a career shift. An executive education learning opportunity is much smaller in scope than a full degree, and often consists of a single short course on a specific topic or skill set, such as strategy, innovation, leadership, or corporate development.

# **Processes and Procedures**

These processes and procedures below are suggested guidelines for the Project Lead on a new professional development, continuing education, or executive education offering.

1. Approval Form. The Project Lead submits the completed ***NKU Professional Development Administrative Approval Request*** form (below), with the signatures of the appropriate Department Chair(s) and/or School Director(s), and Dean(s), to the CFO for review. He forwards it to the Vice Provost for Graduate Education, Research & Outreach, who reviews and forwards it to the Provost and Executive Vice President for Academic Affairs for approval. Once the form is fully executed, a copy should be forwarded to the Budget Office if assistance with billing is necessary.

2. Contract. The Project Lead drafts the agreement between NKU and the client, using the ***Agreement*** form (below) or equivalent, attaches the [***Contract Review Cover Sheet***](https://inside.nku.edu/content/dam/Procurement/docs/forms/Contract%20Review%20Cover%20Sheet%20september%202019(new).pdf), and submits both to Legal. Allow at least one week for Legal review.

3. Billing, Payment, and Event Support. Procedures will vary depending on the source of payment. Please note that colleges have the option of handling billing/payment collection on their own.

### **A. For events and workshops that require invoices to be sent to external entities:**

Once the information is available, departments should submit all of the details related to the services provided, including an itemized list of services and associated charges where applicable, the amount to be billed to the customer and the necessary customer billing information (name, address, phone number, email) to the Comptroller's Office.

Invoices are prepared and emailed to the customer by the Comptroller’s Office staff based on the billing provisions (upfront payments/deposits, progress payments, payment upon completion of the services etc.) contained in the signed agreement provided by the department. If the invoice is determined undeliverable, office staff will verify address and email that was provided and will contact department to request verification of contact information. The Comptroller’s Office will process invoices on Friday each week based on the billing information forwarded to the Comptroller’s Office on or before noon on Thursday. Submissions after noon on Thursday will be invoiced the following week.

Departmental revenue and an accounts receivable accounting entry will be posted in SAP at the time of billing.

Invoices will direct customers to submit check payments to the Student Account Services office for deposit or request ACH information from the Comptroller’s Office to make their payment electronically through ACH. The checks from the client will be mailed to the Student Account Services office and posted to the applicable accounts receivable.

Address:

Northern Kentucky University

Attn: Student Account Services

Nunn Drive, LAC 235

Highland Heights, KY 41099

The incoming check payment will be recorded in SAP by Student Account Services and will relieve the receivable owed. All electronic ACH payments will be recorded by the Comptroller’s Office after payment is received at the bank. The revenue is posted to the applicable departmental revenue account when the invoice is sent to the client and a receivable is set up. The revenue account is set up when the department requests a new revenue account through the Budget Office revenue account request process. If the department already has an approved revenue account, that account will be credited when the receivable is set up.

Comptroller’s Office staff will notify departments about customers with overdue balances for follow-up by the department. All collection efforts should be made by the responsible department to collect on the invoices. If a customer has a discrepancy with the bill then the department needs to work with the Comptroller staff to determine if a revised bill is needed.

Invoices that have exceeded 60-90 days past due need to be reviewed and further services to that customer may need to be suspended or terminated until payment has been submitted.

### B. For events and workshops that require individual paid registrations, please use Community Connections:

Community Connections provides departments with an online payment process for events and workshops that require individual paid registrations prior to the event for a small administrative fee.

Those wishing to use event support services provided by Community Connections should contact the department coordinator with the ***Event Application & Agreement*** (below), which outlines the expectations of the sponsoring department, details of the event, and outlines what services Community Connections will provide.

Services typically include:

* Online event registration and event webpage hosting
* Credit card processing
* Customer data collection
* Accepting check, cash, and money order payments for event and depositing
* Invoicing outstanding payments
* Providing registrant information to sponsoring department
* Reporting on event revenue
* Creating materials, such as name badges, rosters, sign in sheets, certificates for events
* Answering customer inquiries about the event and sending event information emails
* Transferring associated event revenue (minus event support fee) to sponsoring departments.
* Other event support services may be provided on a case by case basis, which will be determined at the time of the Event Agreement signing.

Community Connections uses EventsAir from Centium software for online registration and Athorize.net as the payment gateway. Payment from Visa, MasterCard, and Discover can be accepted through the EventsAir registration sites. No credit card information is stored within EventsAir or on NKU servers; all transactions are processed with authorization codes. Community Connections complies with all guidelines outlined by PCI DSS and Community Connections staff remains current on their compliance training.

All revenue from EventsAir online registrations and all monies coming in for the events are deposited into the NKU Connect revenue account and then later transferred to the sponsoring department.

The fee associated with Community Connections event support varies based on program, with considerations of number of registrants and amount of service provided. The most common model is 10% of all incoming event revenue or a minimum of $200. Community Connections also hosts registration for events that are not revenue generating, with a minimum event support fee of $100, with increases based on number of registrants and amount of service provided. The event support fee is outlined in the Event Agreement before registration hosting begins. This event support fee is collected at the time of revenue transfer, generally at the completion of the event. On occasion, some events need revenue transferred more frequently before the event and if this is the case, it will be outlined in the Event Agreement. The event support fee will be taken out of each budget transfer. These transfers are done through Interdepartmental Bills to desired departmental accounts.

**4.** Client Considerations. The Project Lead contacts any other NKU representatives (as appropriate, and if necessary) to meet with company contacts to discuss needs, such as:

* Any specific curriculum, exams, certifications, licensures, study guides for national certifications, etc.
* If for credit, if they would like to transition their employees into a particular major
* If this is a large corporate opportunity, the EEAC member may contact the Director of Corporate Relations and University Development for assistance with possible press release, signing event, social media, marketing, etc. See the ***Signing Event Guidelines*** below for details.

# **NKU Professional Development**

# ***Administrative Approval Request Form***

*This form is not required for learning opportunities offered at low-to-no-cost to professional colleagues, or those designed solely for personal enrichment.*

**College(s):**

**Department(s):**

**Program Name:**

**Location of the Offering:**

**Mode of Delivery:**

**Description:**

**Is this for a special organization/company OR for a general audience?**

**Will there be an opportunity to earn Course Credit, CEUs, and/or Professional Certification?**

**Demonstrated Demand:**

**Projected Number of Participants:**

**Program Cost (identify both one-time costs and continuing costs):**

* **One-time Costs –** expense that is not recurring in nature such as the purchase of equipment required to start a program.
* **Continuing Costs –** expenses that are recurring and ongoing such that they need to be incorporated into the base budget of the department.

**Proposed Fee Charged/Student or Program:**

**Competition (list competitors offering similar program and amount they charge):**

**Contact information for the program lead:**

**Signatures:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Department Chairs(s)/School Director(s) Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Dean(s) Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CFO Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Vice Provost for Graduate Education, Research & Outreach Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Provost Date**

# **AGREEMENT**

# **BETWEEN**

# **NORTHERN KENTUCKY UNIVERSITY**

# **AND**

# **[Insert Name of Client]**

This Agreement (“Agreement”), dated \_\_\_\_\_\_\_\_\_\_ is entered into by and between **[Insert name of Client]**, located at [Insert Address] (“Client”), and **Northern Kentucky University**, a public institution of higher education located at Nunn Drive, Highland Heights, KY 41099 (“University”).

**WHEREAS**, the University has the expertise and experience to develop and conduct professional development training for Client [or Client’s employees];

**WHEREAS**, Client wants the University to conduct professional development training on [describe the training being developed or course name].

**NOW, THEREFORE,** for and in consideration of the foregoing, the parties agree as follows:

1. Professional Development Training Course:
   1. The University will develop and conduct [briefly describe course or courses here] to be delivered to Client [or Client’s employees]. Course [or courses] will be delivered [describe if will be on University’s campus, Client’s location, on-line or other here].
   2. The course will begin on or about \_\_\_\_\_\_ and will conclude on or about \_\_\_\_\_\_\_\_.
2. Fees:
   1. Client will pay University the Flat Rate of $\_\_\_\_\_\_\_\_\_\_due, in full, no fewer than thirty (30) days prior to the start date of each scheduled course.
3. Intellectual Property:

Client acknowledges that all materials relating to the Program that are developed by or on behalf of University are the unique intellectual property of University (the “Intellectual Property”), and shall remain the sole and exclusive property of University. University shall exclusively own and retain all right, title, and interest in and to the Intellectual Property. Client agrees not to duplicate the Program in any format that would infringe upon the intellectual property rights of University, and will not use or disclose the Intellectual Property in any manner other than pursuant to this Agreement.

1. Liability
   1. THE COURSE OR COURSES AND THE SERVICES PROVIDED IN CONNECTION WITH THEM, ARE PROVIDED "AS-IS." YOU AGREE TO USE THE COURSE OR COURSES AND SERVICES AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE UNIVERSITY DISCLAIMS: (i) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT AND THE SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (ii) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM UNIVERSITY’S NEGLIGENCE.
   2. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM THIS AGREEMENT.
2. Term and Termination:

This Agreement terminates at the conclusion of the delivery of the course or courses described in this Agreement.

1. Governing Law:

This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

1. Non-Discrimination:

The Parties to this Agreement hereby agree that they shall not unlawfully discriminate in connection with this Agreement and that each shall fully comply with all Federal and State statutes concerning discrimination in connection with their respective obligations pursuant to this Agreement.

1. Entire Agreement/Amendment:

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter. This Agreement supersedes any and all other Agreements, either oral or in writing, among the parties with respect to the subject matter. No changes or modifications of this Agreement shall be valid unless in writing and signed by all parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the party granting waiver.

1. Waiver: Failure to enforce any term of this Agreement shall not constitute a waiver of such term. If any part of this Agreement is found to be unenforceable by a court or administrative body or agency of competent authority and jurisdiction, the rest of the Agreement shall remain in full force and effect.
2. Successors: All the obligations, conditions, terms, covenants, and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, administrators, executors, successors, assigns, subsidiaries, officers, directors, and employees.
3. Assignment. This Agreement shall not be assigned by one party without the prior written consent of the other party having been first duly obtained.
4. Relationship of Parties:

The University and the Client agree that neither is the employee, partner, or agent of the other and that their relationship is merely one of independent contractors collaborating to offer this Program. The University represents that all faculty members that serve as instructors for the Program at the Client are employees of the University and are covered by the University Worker’s Compensation Insurance Policies. The autonomy of the Client and the University as independent institutions shall be observed at all times.

1. Notice: All notices regarding this collaboration shall be directed to:

For University:

With copy to:

For Client:

With copy to:

1. Authorization for Agreement:

The individual executing this Agreement on behalf of each Party hereby represents and warrants that the execution, delivery and performance of this Agreement has been approved by all requisite corporate action and such individual has been duly authorized to execute this Agreement.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the date first written above.

**[Insert Client Name]**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ITS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NORTHERN KENTUCKY UNIVERSITY**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ITS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **Event Application & Agreement**

# **NKU Connect Center – Event Support Services**

**Sponsoring Department**

**Department Address Department Phone**

**Contact Name Title**

**Contact Address (if different from dept.)**

**Contact Phone Email**

**Event Name**

**Website URL**

**Date(s)**

**Time(s)**

**Location (s)**

**Registration Details:**

Minimum # of registrants Maximum # of registrants

Standard registration fee Deadline for standard reg

Early Bird fee Deadline for Early Bird reg

Group Discount

Cancellation/refund policy: \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUPPORT SERVICES REQUESTED (Place a check next to each service needed):**

**NKU Connect Event Support Services Fee: 10% of registration revenue (or a minimum of $200)**

|  |  |
| --- | --- |
|  | Host online registration  Includes automated emailed confirmations and receipts |
|  | Process registrations by phone, mail and online  Registration reports available to sponsoring department online anytime |
|  | Prepare participant list |
|  | Prepare sign-in sheet(s) |
|  | Prepare name badges |
|  | Process cancellations and refunds per policy of sponsoring department |
|  | Process participant transfers |
|  | Accounts Receivable: invoice registrants paying on purchase order, track and follow up on account balances due and declined payments (after initial collection attempts, NKU Connect will refer accounts receivable to sponsoring department for further collections and/or reporting to Comptroller Office via the Bursars). |
|  | Budget transfer of event revenue to sponsoring department’s account (NKU or FND Account):  Department Name  Account Number  ***Note:*** *The University Overhead fee applied to the event revenue is expensed directly to the NKU Connect account.* |
|  | Measure effectiveness of mailings and other promotional materials  (Event sponsor to provide list of mailings/promotions **prior to start of registration**) |
|  | Program Evaluation: Administer electronic evaluations & provide reports (Event Sponsor to provide questions) |

**NKU Connect Terms of Cancellation of Program/Event:**

In case of cancellation of program/event by client or cancellation due to under-enrollment or other circumstances, reimbursement of any and all direct expenses incurred by NKU Connect will be due from client.

**Application date: Submitted by:**

**NKU Connect Event Support Services Fee: 10% of registration revenue (or a minimum of $200)**

**Accepted by:**

**Client: NKU Connect:**

**Date: Date:**

***(Copy of signed document will be provided to client.)***

**Please send completed Event Application and Agreement to:**

**Melanie Hartzel**

**Coordinator of the Office of Community Connections**

[**hartzelm@nku.edu**](mailto:hartzelm@nku.edu)

**x1432**

# **Signing Event Guidelines**

1. If an official MOU signing event is warranted, the *Director of Corporate Relations, University Development & Alumni Relations* contacts Director of Special Events to **check the following calendars for availability and block time.** (Administrative assistants may assist.)

* President
* President’s Council
* Provost
* Vice Provost
* Dean
* Program Chair
* Program Director
* Vice President, University Advancement
* AVP, Government, Corp & Foundation Engagement
* Government officials (if appropriate)
* Company contacts

2. Guest list is approved by *Vice President, University Advancement and AVP, Government, Corp & Foundation Engagement*; may include Board of Regents and Foundation Board members, depending on company (may not need to check/block board calendars).

3. Space is reserved.

4. *Director of Corporate Relations, University Development & Alumni Relations* sends invitations to:

* President
* President’s Council
* University Council
* Government officials
* Company guest list
* Dean
* Chair
* Program Director
* Vice President, University Advancement
* AVP, Government, Corp & Foundation Engagement
* Director, Testing Services & Adult Learner Programs and team

5. Catering/decorating arrangements are made, if appropriate.

6. After the event, *Director of Corporate Relations, University Development & Alumni Relations* contacts Associate Director of Online and Professional Education to provide information about number of attendees, etc.