

## FIELD SITE AFFILIATION AGREEMENT EDUCATION PROGRAMS

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of the final signature below by and between WALDEN UNIVERSITY, LLC, located at 100 Washington Avenue South, Suite 1210, Minneapolis, MN 55401 ("Walden") and HERNANDO COUNTY SCHOOL DISTRICT located at 919 N. Broad Street, Brooksville, FL 34601. ("Field Site").

### RECITALS

WHEREAS, Walden offers state-approved baccalaureate and post-baccalaureate teacher preparation programs and post-baccalaureate principal preparation programs (the "Programs") and seeks to partner with field sites for educational field experiences for Walden students (the "Students");

WHEREAS, field experiences shall include field experiences and/or demonstration teaching experiences conducted at the Field Site (collectively "Field Experience Program");

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Walden and the Field Site mutually desire to collaborate to provide high quality clinical experiences that are central to the preparation of Students and mutually share responsibility to develop Student knowledge, skills, and professional dispositions to demonstrate a positive impact on Student development and diverse P-12 student learning and development.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

### I. TERM AND TERMINATION

This Agreement shall commence on February 23, 2026 (the "Effective Date") and shall continue for a period of five (5) years (the "Term"). Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days' prior written notice to the other party. In the event of termination or expiration of this Agreement before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

### II. WALDEN RESPONSIBILITIES

A. Walden agrees to refer to the Field Site only those Students who have completed the prerequisite course of study as determined by Walden.

B. Walden shall provide a field education coordinator (the "Walden Coordinator") who will act as a liaison between Walden and the Field Site and coordinate the Field Experience Program with the Field Site. The Walden Coordinator will be responsible for maintaining communication with the Field Site including but not limited to:

- i) Confirming any contact information for Students to the Field Site Coordinator, as defined below, prior to the Student assignment; and
- ii) Supplying the Field Site with information regarding each Student's current level of academic preparation as may be required by the Field Site.

C. Walden shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including program expectations, required hours and supervision requirements. The Field Experience Program expectations will vary based on the Student's program.

D. Walden shall provide an instructor (the "Walden Supervisor") who will serve as the academic course instructor and field experience instructor for the educational experience. The Walden Supervisor will have responsibilities including, but not limited to:

- i) Communicating with the Field Site Supervisor relating to each Student's educational experience at the Field Site;
- ii) Evaluating student academic and Field Site work relating to the educational experience at the Field Site.

Notwithstanding the foregoing, the parties understand that Walden is an online institution; therefore, there will be no on-site faculty presence from Walden on Field Site premises.

E. Walden maintains student professional liability insurance with a single limit of no less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) annual aggregate and general liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, with umbrella liability coverage in amounts no less than One Million Dollars (\$1,000,000). Such general liability insurance policies shall provide additional coverage to Walden's Students. Walden shall provide the Field Site with proof of coverage upon request.

F. Walden is responsible for providing requests for field experience placements to the Field Site, including the qualifications required of Mentors at the Field Site who will host the Students.

G. Walden is responsible for informing the Student that they must follow Field Site curriculum and policies, and all Field Site classroom rules and procedures, including Family Educational Rights and Privacy Act of 1974 (FERPA) compliance. Walden is responsible for coordinating the provision of required information described in Section IV.B. upon notification by the Field Site of its request for such information.

H Walden represents to Field Site that Walden and its Students assigned to Field Site: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the “**Federal health care programs**”); (ii) are not convicted of a criminal offense related to the provision of health care items or services; and (iii) are not under investigation or otherwise aware of any circumstances which may result in Walden or a Student assigned to Field Site, being excluded from participation in the Federal health care programs.

I. Compliance with Jessica Lunsford Act: The Hernando County School District and State of Florida, requires all individuals that come in contact with students or on school board property to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Walden will instruct Participants of any School District’s requirements for a level II background screening via fingerprinting prior to the participating Student’s participation in the Field Experience Program at Field Site. All costs associated with such requirements shall be the responsibility of the participating Student. Any participating Student who has not completed the required fingerprinting, or who has not passed the required screening according to School District standards, shall not be eligible to participate in the Field Experience Program.

J. If the Field Site accepts honoraria or stipends, Walden is responsible for awarding honoraria or stipends to the Field Site personnel in accordance with Appendix A.

### III. FIELD SITE RESPONSIBILITIES

A. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the Mentor for each Student, based on Walden’s field experience placement requests; selected Mentors must be mutually agreeable to Walden and Mentor qualifications will be shared with Walden upon request. The Mentor is responsible for conferring with Walden regularly throughout the Student’s Field Experience and communicating any concerns regarding the Student to Walden.

B. The Field Site shall provide learning experiences for the Students that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

C. Where applicable, the Mentor at the Field Site shall provide the Students with an orientation familiarizing students with all applicable state and federal laws and regulations as they pertain to the Field Site.

D. The Field Site shall ensure that the Students practice within all applicable state and federal laws, regulations, and licensing board eligibility requirements as they pertain to practice at the Field Site and within the guidelines of any applicable professional ethics codes. The Field Site

shall provide resources to Students for exploring and resolving any ethical conflicts that may arise during field training.

E. The Mentor shall complete all written evaluations of the Students' performance according to the timeline established by Walden. The Mentor understands that a portion of the Students' evaluation in the teacher preparation programs consists of review of demonstration teaching skills, and that four (4) demonstration teaching evaluations will be recorded. The Mentor agrees to assist the Student with obtaining appropriate parental/guardian consent to facilitate such recordings.

F. The Field Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any students or employees of the Field Site. The Field Site Coordinator or assigned Mentor shall promptly notify the Walden Coordinator and/or Walden Supervisor of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final authority to dismiss any Student from the Field Experience Program. Walden is responsible for informing the Student and will follow the program dispositional concern process. The Field Site is responsible for immediately notifying Walden by emailing [educationfield@mail.waldenu.edu](mailto:educationfield@mail.waldenu.edu) if the Field Site wishes to remove, reassign, or discontinue a placement of a Student.

G. If available at the Field Site, the Field Site agrees to provide emergency health care services for Students for illnesses or injury on the same basis as that which is provided to Field Site employees. With the exception of emergency care, the Students are responsible for providing for their own medical care needs. In the event that Field Site does not have the resources to provide such emergency care, Field Site will refer such Students to the nearest emergency facility.

H. The Field Site shall ensure adequate workspace for the Students and shall permit the use of instructional resources such as the library, procedure manuals, and student records as required by the Field Experience Program. Field Site shall provide Students with training on Field Site safety protocols, as applicable, and provide prompt notice to Walden of any situation involving threatened hazards or harm that may adversely impact the health or safety of Students.

I. The Field Site maintains general and professional liability insurance (or comparable coverage under a program of self-insurance) for itself and its employees with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Field Site shall provide Walden with proof of coverage upon request.

J. The Field Site is responsible for informing Walden if the Student is required to submit any information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to

participation in federally funded insurance programs. The Field Site is responsible for determining if the documentation meets Field Site policies and guidelines.

#### IV. STUDENT RESPONSIBILITIES

Walden shall inform Students that they are responsible for the following:

A. Students shall agree to abide by the rules, regulations, curriculum, policies and procedures of the Field Site and shall abide by the requirements of all applicable laws.

B. Students shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs. It is incumbent on the Field Site, however, to inform Walden what information is required of the students prior to the beginning of the field experience.

C. Students are responsible, in the teacher preparation programs, for adhering to the Code of Ethics of Minnesota Teachers (Rule 8710.2100) and the Code of Ethics for the State of Florida, where the Student completes their field experience, and exemplify the attitudes, actions and professional dispositions as outlined in the program's Field Experience and Demonstration Teaching Handbook.

D. Students are responsible, in the principal preparation programs, for adhering to the Minnesota Code of Ethics for School Administrators (Rule 3512.5200, subpart 2), the Licensure Code of Professional Conduct for Ohio Educators, and the Code of Ethics for the State of Florida, where the Student completes their field experience.

#### V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Student participating in the Program to the extent that access to those records is required by the Field Site in order to carry out the Field Experience Program. Field Site and Walden shall only disclose such educational records in compliance with FERPA.

B. The Field Site and Walden will promote a coordinated effort by evaluating the Field Experience Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation. The parties agree to jointly identify and address real problems of practice that Students will experience in their engagement with P-12 students. Further, the parties shall select, prepare, evaluate and support high quality educators who demonstrate a positive impact on Student's development and diverse P-12 student learning and development.

C. Both parties will work with Students to ensure that hours completed by Students as part of their Field Experience Program will be eligible to meet the supervised field experiences requirements of the relevant state licensing board.

D. The parties agree that Students training at the Field Site under this Agreement will have the status of Students in training and will not be considered employees of the Field Site or any of Field Site's subsidiaries or affiliates by virtue of participation in the Field Experience Program and shall not, solely as a result of participation in the Field Experience Program, be entitled to compensation, remuneration or benefits of any kind.

In the event that a Student is an employee or independent contractor of the Field Site, Field Site and Walden acknowledge and agree that Field Site (a) alone employs its employees of Field Site, and contracts with its independent contractors and is responsible for any compensation paid, regardless of whether Field Site's employee or independent contractor is completing Field Site employment Hours or Field Experience Hours, (b) will pay, or be responsible for any salary, compensation, withholdings as required by law, unemployment insurance, or benefits (including disability benefits) for its employees or independent contractors, as applicable, and (c) assumes all responsibility and liability that may be imposed upon an employer under any law, regulations, or ordinance, including any wage or obligations.

E. The Field Site and Walden agree that Students will have equal access to their respective programs and facilities without regard for any legally protected status. Field Site and Walden will comply with all applicable non-discrimination laws in providing services hereunder.

F. Field Site represents that it has policies in place that are consistent with applicable laws to prevent and report instances of sexual harassment, sexual discrimination, and sexual misconduct and it will comply with these policies during its participation in the Field Experience Program. In the event that Field Site does not have such policies in place, it shall abide by Walden's Code of Conduct located at <https://www.waldenu.edu/legal/student-safety-title-ix> with regard to Walden's Students.

G. The parties understand that Walden is an online institution; therefore, there will be no on-site faculty presence from Walden on Field Site premises. Notwithstanding the foregoing, the Field Site agrees that it will allow representatives of the Walden and/or agencies responsible for approval of the Field Sites for the Field Experience Program or accreditation of the applicable Program curriculum to conduct visits to Field Site premises, in-person or virtually. Persons visiting in-person shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto Field Site property.

H. Field Site agrees to notify Walden of any internal or external allegations or reports of misconduct pertaining to a Student's participation in the Field Experience Program, including but not limited to sexual harassment complaints and ethic investigations, and provide the contact information of the individual responsible for Field Site's investigations. In the event a Student notifies the Walden

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of sexual misconduct by the Field Site, the Mentor or employee of the Field Site, or another Student in the program, pursuant to Title IX of the Education Amendments of 1972 (“Title IX”), Walden will investigate and the parties will make reasonable efforts to cooperate with the investigation. The parties agree to meet and confer regarding any investigations including but not limited to on-site investigations pertaining to any Student(s), Mentor(s), agents, or employees of the Field Site.

I. The terms and conditions of this Agreement may be amended only by written instrument executed by both parties.

J. This Agreement is nonexclusive. The Field Site and Walden reserve the right to enter into similar agreements with other institutions.

K. This Agreement shall be governed by the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida, hereinafter (“Court”) have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

L. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid). Notices to Walden shall be sent to the Walden Coordinator at Walden University, LLC; 100 Washington Avenue South, Suite 1210; Minneapolis, MN 55401; with a copy to: Adtalem Global Education Inc., 233 S. Wacker Drive, Suite 800, Chicago, IL 60606, Attn: General Counsel. Notices to Field Site shall be sent to Superintendent, Ray Pinder, 919 N. Broad Street, Brooksville, FL 34601.

M. Intentionally Omitted.

N. Walden hereby agrees to indemnify, defend and hold the Field Site harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

O. To the extent that the agreement requires the Field Site to indemnify Walden, it shall only be to the extent of the limits set forth in section 768.28(5), Florida Statutes. and then only for the negligent or wrongful act or omission of any officer or employee of the Field Site acting within the scope of the officer’s/employee’s office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the Field Site does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by section 768.28 (9), Florida Statutes. Notwithstanding the foregoing, the Field Site intends to avail itself of the benefits of section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event

will the Field Site's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the Field Site to Walden or (b) the amounts identified as statutory limits pursuant to section 768.28, Florida Statutes, if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

P. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

Q. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

R. Walden confirms that neither it nor its participating students are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the Field Site executes this agreement. If it is later determined that Walden knowingly rendered an erroneous certification, in addition to the other remedies available to Field Site, Field Site may terminate the Agreement for default by Walden.

S. E-Verify. Pursuant to section 448.095, Florida Statutes, Walden shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Walden enters into a contract with a subcontractor, the subcontractor must provide Walden with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Walden shall provide a copy of such affidavit to the Field Site upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the Field Site may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Walden affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with section 448.095, Florida Statutes, and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

T. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the Field Site is a governmental entity, subject to Florida

law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Walden provides Field Site any information which it believes is confidential or exempt, Walden shall notify Field Site of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Walden has any obligation to act in agency for the Field Site, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that Walden has access to any other confidential information regarding the Field Site (such as security information as contemplated by section 119.071(c), Fla. Stat.), Walden agrees to use reasonable measures to maintain the confidentiality of such information.

U. To the extent Walden maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to Field Site, and Walden will indemnify and hold the Field Site harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Walden must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records required by the Field Site in order to perform the service under this agreement; and
- b. Upon request from the Field Site 's custodian of public records, provide the Field Site with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Walden does not transfer the records to the Field Site ; and
- d. Upon completion of the contract, transfer, at no cost, to the Field Site all public records in possession of the Walden or keep and maintain public records required by the Field Site to perform the service. If the Walden transfers all public records to the Field Site upon completion of the contract, the Walden shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Walden keeps and maintains public records upon completion of the contract, the Walden shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Field Site , upon request from the Field Site 's custodian of public records, in a format that is compatible with the information technology systems of the Field Site .

**IF WALDEN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS WALDEN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, [ELLERMAN\\_A@HCSB.K12.FL.US](mailto:ELLERMAN_A@HCSB.K12.FL.US) at (352) 797-7009.**

Notwithstanding any other provisions of law or statutory interpretation, failure of the Walden to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the Field Site may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

**V.** If Walden receives any student information / records as a result of this Agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the Field Site, except third parties who are essential to Walden's delivery of its services to the Field Site and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Walden agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Walden shall notify the Field Site of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

**W.** Walden agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.

**X.** If Walden receives access to an individual's personally identifying information as a result of this agreement, Walden agrees to provide the Field Site with an affidavit signed by an officer or representative of Walden under penalty of perjury attesting that Walden does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

**Y.** This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof. This Agreement and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties agree that delivery of an executed counterpart signature hereof by facsimile transmission, or in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

**Z.** Each person signing this Agreement on behalf of a party represents to the other party that the execution and performance of this Agreement is duly authorized to sign this

# WALDEN UNIVERSITY

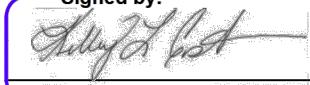
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Agreement on behalf of the party and that this Agreement constitutes a valid and binding agreement of such party, enforceable according to its terms.

This Agreement will be binding upon and inure to the benefit of each of the parties, their successors, and assigns. Neither party may assign this Agreement or assign its rights or delegate its duties hereunder without the prior written consent of the other party (except in connection with a merger, sale of all or substantially all of a party's assets, or other form of corporate reorganization of that party) and any purported assignment in violation of this Section will be without force or effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

WALDEN UNIVERSITY, LLC

Signed by:  
  
By: \_\_\_\_\_  
(signature)

Name: Kelley L. Costner  
(Print name)  
Vice Provost,  
Title: Division of Healthy Communities and Organizations

Date: Oct 27, 2025

HERNADNO COUNTY SCHOOL  
DISTRICT (FIELD SITE)

By: \_\_\_\_\_  
(signature)

Name: Kayce Hawkins  
Title: Board Chair

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
(signature)

Name: Ray Pinder  
Title: Superintendent

Date: \_\_\_\_\_

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- ii) Evaluating student academic and Field Site work relating to the educational experience at the Field Site.

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H Walden represents to Field Site that Walden and its Students assigned to Field Site: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the “**Federal health care programs**”); (ii) are not convicted of a criminal offense related to the provision of health care items or services; and (iii) are not under investigation or otherwise aware of any circumstances which may result in Walden or a Student assigned to Field Site, being excluded from participation in the Federal health care programs.

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### III. FIELD SITE RESPONSIBILITIES

A. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the Mentor for each Student, based on Walden’s field experience placement requests; selected Mentors must be mutually agreeable to Walden and Mentor qualifications will be shared with Walden upon request. The Mentor is responsible for conferring with Walden regularly throughout the Student’s Field Experience and communicating any concerns regarding the Student to Walden.

B. The Field Site shall provide learning experiences for the Students that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

C. Where applicable, the Mentor at the Field Site shall provide the Students with an orientation familiarizing students with all applicable state and federal laws and regulations as they pertain to the Field Site.

D. The Field Site shall ensure that the Students practice within all applicable state and federal laws, regulations, and licensing board eligibility requirements as they pertain to practice at the Field Site and within the guidelines of any applicable professional ethics codes. The Field Site

shall provide resources to Students for exploring and resolving any ethical conflicts that may arise during field training.

E. The Mentor shall complete all written evaluations of the Students' performance according to the timeline established by Walden. The Mentor understands that a portion of the Students' evaluation in the teacher preparation programs consists of review of demonstration teaching skills, and that four (4) demonstration teaching evaluations will be recorded. The Mentor agrees to assist the Student with obtaining appropriate parental/guardian consent to facilitate such recordings.

F. The Field Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any students or employees of the Field Site. The Field Site Coordinator or assigned Mentor shall promptly notify the Walden Coordinator and/or Walden Supervisor of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final authority to dismiss any Student from the Field Experience Program. Walden is responsible for informing the Student and will follow the program dispositional concern process. The Field Site is responsible for immediately notifying Walden by emailing [educationfield@mail.waldenu.edu](mailto:educationfield@mail.waldenu.edu) if the Field Site wishes to remove, reassign, or discontinue a placement of a Student.

G. If available at the Field Site, the Field Site agrees to provide emergency health care services for Students for illnesses or injury on the same basis as that which is provided to Field Site employees. With the exception of emergency care, the Students are responsible for providing for their own medical care needs. In the event that Field Site does not have the resources to provide such emergency care, Field Site will refer such Students to the nearest emergency facility.

H. The Field Site shall ensure adequate workspace for the Students and shall permit the use of instructional resources such as the library, procedure manuals, and student records as required by the Field Experience Program. Field Site shall provide Students with training on Field Site safety protocols, as applicable, and provide prompt notice to Walden of any situation involving threatened hazards or harm that may adversely impact the health or safety of Students.

I. The Field Site maintains general and professional liability insurance (or comparable coverage under a program of self-insurance) for itself and its employees with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Field Site shall provide Walden with proof of coverage upon request.

J. The Field Site is responsible for informing Walden if the Student is required to submit any information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to

participation in federally funded insurance programs. The Field Site is responsible for determining if the documentation meets Field Site policies and guidelines.

#### IV. STUDENT RESPONSIBILITIES

Walden shall inform Students that they are responsible for the following:

A. Students shall agree to abide by the rules, regulations, curriculum, policies and procedures of the Field Site and shall abide by the requirements of all applicable laws.

B. Students shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs. It is incumbent on the Field Site, however, to inform Walden what information is required of the students prior to the beginning of the field experience.

C. Students are responsible, in the teacher preparation programs, for adhering to the Code of Ethics of Minnesota Teachers (Rule 8710.2100) and the Code of Ethics for the State of Florida, where the Student completes their field experience, and exemplify the attitudes, actions and professional dispositions as outlined in the program's Field Experience and Demonstration Teaching Handbook.

D. Students are responsible, in the principal preparation programs, for adhering to the Minnesota Code of Ethics for School Administrators (Rule 3512.5200, subpart 2), the Licensure Code of Professional Conduct for Ohio Educators, and the Code of Ethics for the State of Florida, where the Student completes their field experience.

#### V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Student participating in the Program to the extent that access to those records is required by the Field Site in order to carry out the Field Experience Program. Field Site and Walden shall only disclose such educational records in compliance with FERPA.

B. The Field Site and Walden will promote a coordinated effort by evaluating the Field Experience Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation. The parties agree to jointly identify and address real problems of practice that Students will experience in their engagement with P-12 students. Further, the parties shall select, prepare, evaluate and support high quality educators who demonstrate a positive impact on Student's development and diverse P-12 student learning and development.

C. Both parties will work with Students to ensure that hours completed by Students as part of their Field Experience Program will be eligible to meet the supervised field experiences requirements of the relevant state licensing board.

D. The parties agree that Students training at the Field Site under this Agreement will have the status of Students in training and will not be considered employees of the Field Site or any of Field Site's subsidiaries or affiliates by virtue of participation in the Field Experience Program and shall not, solely as a result of participation in the Field Experience Program, be entitled to compensation, remuneration or benefits of any kind.

In the event that a Student is an employee or independent contractor of the Field Site, Field Site and Walden acknowledge and agree that Field Site (a) alone employs its employees of Field Site, and contracts with its independent contractors and is responsible for any compensation paid, regardless of whether Field Site's employee or independent contractor is completing Field Site employment Hours or Field Experience Hours, (b) will pay, or be responsible for any salary, compensation, withholdings as required by law, unemployment insurance, or benefits (including disability benefits) for its employees or independent contractors, as applicable, and (c) assumes all responsibility and liability that may be imposed upon an employer under any law, regulations, or ordinance, including any wage or obligations.

E. The Field Site and Walden agree that Students will have equal access to their respective programs and facilities without regard for any legally protected status. Field Site and Walden will comply with all applicable non-discrimination laws in providing services hereunder.

F. Field Site represents that it has policies in place that are consistent with applicable laws to prevent and report instances of sexual harassment, sexual discrimination, and sexual misconduct and it will comply with these policies during its participation in the Field Experience Program. In the event that Field Site does not have such policies in place, it shall abide by Walden's Code of Conduct located at <https://www.waldenu.edu/legal/student-safety-title-ix> with regard to Walden's Students.

G. The parties understand that Walden is an online institution; therefore, there will be no on-site faculty presence from Walden on Field Site premises. Notwithstanding the foregoing, the Field Site agrees that it will allow representatives of the Walden and/or agencies responsible for approval of the Field Sites for the Field Experience Program or accreditation of the applicable Program curriculum to conduct visits to Field Site premises, in-person or virtually. Persons visiting in-person shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto Field Site property.

H. Field Site agrees to notify Walden of any internal or external allegations or reports of misconduct pertaining to a Student's participation in the Field Experience Program, including but not limited to sexual harassment complaints and ethic investigations, and provide the contact information of the individual responsible for Field Site's investigations. In the event a Student notifies the Walden

of sexual misconduct by the Field Site, the Mentor or employee of the Field Site, or another Student in the program, pursuant to Title IX of the Education Amendments of 1972 (“Title IX”), Walden will investigate and the parties will make reasonable efforts to cooperate with the investigation. The parties agree to meet and confer regarding any investigations including but not limited to on-site investigations pertaining to any Student(s), Mentor(s), agents, or employees of the Field Site.

I. The terms and conditions of this Agreement may be amended only by written instrument executed by both parties.

J. This Agreement is nonexclusive. The Field Site and Walden reserve the right to enter into similar agreements with other institutions.

K. This Agreement shall be governed by the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida, hereinafter (“Court”) have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

L. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid). Notices to Walden shall be sent to the Walden Coordinator at Walden University, LLC; 100 Washington Avenue South, Suite 1210; Minneapolis, MN 55401; with a copy to: Adtalem Global Education Inc., 233 S. Wacker Drive, Suite 800, Chicago, IL 60606, Attn: General Counsel. Notices to Field Site shall be sent to Superintendent, Ray Pinder, 919 N. Broad Street, Brooksville, FL 34601.

M. Intentionally Omitted.

N. Walden hereby agrees to indemnify, defend and hold the Field Site harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

O. To the extent that the agreement requires the Field Site to indemnify Walden, it shall only be to the extent of the limits set forth in section 768.28(5), Florida Statutes. and then only for the negligent or wrongful act or omission of any officer or employee of the Field Site acting within the scope of the officer’s/employee’s office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the Field Site does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by section 768.28 (9), Florida Statutes. Notwithstanding the foregoing, the Field Site intends to avail itself of the benefits of section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event

will the Field Site's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the Field Site to Walden or (b) the amounts identified as statutory limits pursuant to section 768.28, Florida Statutes, if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

P. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

Q. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

R. Walden confirms that neither it nor its participating students are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the Field Site executes this agreement. If it is later determined that Walden knowingly rendered an erroneous certification, in addition to the other remedies available to Field Site, Field Site may terminate the Agreement for default by Walden.

S. E-Verify. Pursuant to section 448.095, Florida Statutes, Walden shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Walden enters into a contract with a subcontractor, the subcontractor must provide Walden with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Walden shall provide a copy of such affidavit to the Field Site upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the Field Site may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Walden affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with section 448.095, Florida Statutes, and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

T. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the Field Site is a governmental entity, subject to Florida

law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Walden provides Field Site any information which it believes is confidential or exempt, Walden shall notify Field Site of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Walden has any obligation to act in agency for the Field Site, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that Walden has access to any other confidential information regarding the Field Site (such as security information as contemplated by section 119.071(c), Fla. Stat.), Walden agrees to use reasonable measures to maintain the confidentiality of such information.

U. To the extent Walden maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to Field Site, and Walden will indemnify and hold the Field Site harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Walden must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records required by the Field Site in order to perform the service under this agreement; and
- b. Upon request from the Field Site 's custodian of public records, provide the Field Site with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Walden does not transfer the records to the Field Site ; and
- d. Upon completion of the contract, transfer, at no cost, to the Field Site all public records in possession of the Walden or keep and maintain public records required by the Field Site to perform the service. If the Walden transfers all public records to the Field Site upon completion of the contract, the Walden shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Walden keeps and maintains public records upon completion of the contract, the Walden shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Field Site , upon request from the Field Site 's custodian of public records, in a format that is compatible with the information technology systems of the Field Site .

**IF WALDEN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS WALDEN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, [ELLERMAN\\_A@HCSB.K12.FL.US](mailto:ELLERMAN_A@HCSB.K12.FL.US) at (352) 797-7009.**

Notwithstanding any other provisions of law or statutory interpretation, failure of the Walden to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the Field Site may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

**V.** If Walden receives any student information / records as a result of this Agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the Field Site, except third parties who are essential to Walden's delivery of its services to the Field Site and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Walden agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Walden shall notify the Field Site of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

**W.** Walden agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.

**X.** If Walden receives access to an individual's personally identifying information as a result of this agreement, Walden agrees to provide the Field Site with an affidavit signed by an officer or representative of Walden under penalty of perjury attesting that Walden does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

**Y.** This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof. This Agreement and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties agree that delivery of an executed counterpart signature hereof by facsimile transmission, or in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

**Z.** Each person signing this Agreement on behalf of a party represents to the other party that the execution and performance of this Agreement is duly authorized to sign this

# WALDEN UNIVERSITY

**SET A COURSE FOR CHANGE™**

Agreement on behalf of the party and that this Agreement constitutes a valid and binding agreement of such party, enforceable according to its terms.

This Agreement will be binding upon and inure to the benefit of each of the parties, their successors, and assigns. Neither party may assign this Agreement or assign its rights or delegate its duties hereunder without the prior written consent of the other party (except in connection with a merger, sale of all or substantially all of a party's assets, or other form of corporate reorganization of that party) and any purported assignment in violation of this Section will be without force or effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

# WALDEN UNIVERSITY, LLC

HERNADNO COUNTY SCHOOL  
DISTRICT (FIELD SITE)

Signed by:  
  
By: \_\_\_\_\_  
(Signature),  
A152A9110274E3...

Name: Kelley L. Costner  
(Print name)

Vice Provost,

## Title: Division of Healthy Communities and Organizations

Date: Oct 27, 2025

By: \_\_\_\_\_  
(signature)

Name: Kayce Hawkins

Title: Board Chair

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
(signature)

Name: Ray Pinder

Title: Superintendent

Date: