



CLAY COUNTY DISTRICT SCHOOLS

900 WALNUT STREET, GREEN COVE SPRINGS, FL 32043

P (904) 336-6500 W oneclay.net

SUPERINTENDENT OF SCHOOLS

David S. Broskie

BOARD MEMBERS:

Erin Skipper, District 1
Mary Bolla, District 2
Beth Clark, District 3
Michele Hanson, District 4
Ashley Gillhousen, District 5

AMENDMENT TO U.S. FIELD SITE AFFILIATION AGREEMENT BETWEEN THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA AND WALDEN UNIVERSITY, LLC

THIS AGREEMENT made as of the 9th day of August, 2024, between WALDEN UNIVERSITY, LLC, ("Walden") and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA ("Board"), collectively referred to as "the Parties," which entered into an U.S. Field Site Affiliation Agreement ("Agreement") on September 10, 2019, to partner with the Board for undergraduate, graduate, and post-graduate programs in the fields of nursing, social work, counseling, psychology, health sciences, and interdisciplinary studies for Walden students located at Grove Park Elementary shall become effective on the date last executed by either of the parties and shall serve to modify the Agreement as set forth herein.

WHEREAS the Parties entered into the Agreement on September 19, 2019.

WHEREAS, pursuant to the Agreement, Walden provides undergraduate, graduate, and post-graduate programs in the fields of nursing, social work, counseling, psychology, health sciences, and interdisciplinary studies for Walden students.

WHEREAS the Parties have a common desire to amend the Agreement to expand the number of facilities to be used as "Field Sites" under the agreement to include all schools within Clay County, Florida and under the governance of the Board.

NOW THEREFORE, for good and valuable consideration, the Parties have mutually agreed to modify the terms of the Agreements as follows:

1. Paragraph One (1) under sub-heading "U.S. Field Site Affiliation Agreement. The term "Clay County District Schools located at Grove Park Elementary; 1643 Miller Street, Orange Park FL 32073 ("Field Site") shall be stricken in its entirety and replaced with "The School Board of Clay County, located at 900 Walnut Street, Green Cove Springs, Florida 32043 ("Field Site").

IN WITNESS WHEREOF, the parties, by the execution of this Amendment by their authorized representatives below, bind themselves to all terms of this Amendment to the original Agreement.

AS TO WALDEN UNIVERSITY

AS TO THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By:  _____

By: _____

Print Name: Nina Nabors

Print Name: Ashley Gilhousen _____

Title: Vice Provost

Title: Board Chair

Date: 8/19/2024

Date: _____



Staefe, Bertha <bertha.staefe@myoneclay.net>

RE: Walden University MOU

1 message

john.steinmetz@myoneclay.net <john.steinmetz@myoneclay.net>
To: "Staefe, Bertha" <bertha.staefe@myoneclay.net>
Cc: "Johns, Tabbatha" <tabbatha.johns@myoneclay.net>, "Burke, Laurie" <laurie.burke@myoneclay.net>

Mon, Aug 19, 2024 at 12:44 PM

See the proposed amendment.

Thank you!

From: Staefe, Bertha <bertha.staefe@myoneclay.net>
Sent: Monday, August 19, 2024 10:06 AM
To: john.steinmetz@myoneclay.net
Cc: Johns, Tabbatha <tabbatha.johns@myoneclay.net>; Burke, Laurie <laurie.burke@myoneclay.net>
Subject: Re: Walden University MOU

JP - Please work on that Addendum so we can send it back to Walden for signature.

Laurie & Tabbatha - Is the school counselor having trouble signing up for her practicum? Since our current Contract will auto-renew hopefully she will not have a problem signing up. We will work on getting the Contract revised ASAP.

Bertha Staefe

Supervisor of Purchasing, Property Control and Print Center

Clay County District Schools

phone 904-336-6736 | ext 6 6736

email bertha.staefe@myoneclay.net

On Mon, Aug 19, 2024 at 9:44 AM <john.steinmetz@myoneclay.net> wrote:

Yes I think we need to have update the address of the field site to our other schools. We can do an addendum to add other school.

From: Staefe, Bertha <bertha.staefe@myoneclay.net>
Sent: Monday, August 19, 2024 9:15 AM
To: Johns, Tabbatha <tabbatha.johns@myoneclay.net>; john.steinmetz@myoneclay.net
Cc: Burke, Laurie <laurie.burke@myoneclay.net>
Subject: Re: Walden University MOU

We will keep this email on file regarding the Walden Contract never ending until terminated.

JP - Do we need to have them remove "Grove Park Elementary" and update the address "1643 Miller Street, Orange Park FL 32073" in the first paragraph so all Schools may use this contract as the "Field Site"?

Bertha Staefe

Supervisor of Purchasing, Property Control and Print Center

Clay County District Schools

phone 904-336-6736 | ext 6 6736

email bertha.staefe@myoneclay.net

APPROVED

Pending Comments
Below Addressed

200029

CONTRACT REVIEW FORM ("CRF")

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 7/10/19 **8/19/2024 Did Amendment to remove GPE so all Schools can be a "Field Site"**

Contract Initiator (Name of Person Overseeing the Contract): **Jamie Iannone** Telephone Number: **336-6951**

School/Department Submitting Contract: **Professional Development**

Vendor/Contractor Name: **Walden University (190046B)**

Contract Title: **Walden University Affiliation Agreement**

Contract Type: New Renewal Amendment Extension Date Original Contract Approved:

Contract Term: **5 yrs** Renewal Option(s): **Auto-Renew until Terminated**

Contract Cost: **0** Payment Schedule (Monthly? Upon delivery? When finished?):

Funding Source:


N/A

Purchase Requisition No.:

Strategic Plan Tie-in Explanation: **Goal 5: Develop + support great educators, support personnel, and leaders.**

Pre-Approved by Superintendent or Designee? Yes No

Additional Information:

 **THIS IS A NO COST CONTRACT.** The contract initiator is responsible for the completion of the contract to include: resolving any comments written on the Contract Review Form, Signatures and keeping the original contract on file at their location.

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

- Completed Contract Review Form
- SBAO Template Contract or other Contract (with all basic and mandatory terms)
- SIGNED 2018 Addendum A (if not an SBAO Template Contract)* REVISIONS**
*This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
- Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum
 [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

SBAO RECEIVED
8/7/19

Approvals

Comments

Department	Approved	Denied	Comments
Purchasing Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO Cost / see COI for issues
Review Date: 7/11/19	BTS		
Risk Management Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
School Board Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 7/15/19	LB		COI needs - CCSB as add insured
Information & Technology Dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			The only things needed are
Business Affairs Division	<input checked="" type="checkbox"/>	<input type="checkbox"/>	COI, needs sch. bd as cert, holder + add insured.
Review Date:			② Addendum A, as modified, needs to be signed

8/19/19
LB
Approved

RECEIVED
JUL - 9 2019
PURCHASING

WALDEN UNIVERSITY

U.S. FIELD SITE AFFILIATION AGREEMENT

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 900, Minneapolis, MN 55401 ("Walden") and Clay County District Schools located at Grove Park Elementary; 1643 Miller Street, Orange Park FL 32073 ("Field Site").

RECITALS

WHEREAS, Walden offers undergraduate, graduate, and post-graduate programs in the fields of nursing, social work, counseling, psychology, health sciences, and interdisciplinary studies (the "Programs") and seeks to partner with field sites for educational field experiences for Walden students (the "Students");

WHEREAS, field experiences shall include the Field Site's student education program conducted at the Field Site ("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 contribute to the education and professional growth of Walden Students.

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 August 26, 2019 (the "Effective Date") and shall continue for a period of five (5) years (the "Initial Term"). Upon expiration of the Initial Term of this Agreement, this Agreement and the Term shall renew for successive one (1) year periods (each a "Renewal 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 shall be responsible for the assignment of Students to the Field Site. Walden agrees to refer to the Field Site only those Students who have completed the prerequisite course of study as determined by Walden.

WALDEN UNIVERSITY

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:

- (1) Confirming any contact information for Students to the Field Site Coordinator, as defined below, prior to the Student assignment; and
- (2) 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 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:

- (1) Communicating with the Field Site Supervisor relating to each Student's educational experience at the Field Site;
- (2) 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.

D. Walden shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including required hours and supervision requirements.

E. Walden maintains 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 insurance policies shall provide additional coverage to Walden's Students. Walden shall provide the Field Site with proof of coverage upon request.

III. FIELD SITE RESPONSIBILITIES

A. When available, the Field Site shall assign a staff member to serve as the coordinator for the Field Experience Program at the Field Site (the "Field Site Coordinator"). The Field Site Coordinator shall be responsible for:

- (1) Planning and coordinating the education arrangements between the Field Site, the Students and Walden;
- (2) Serving as a liaison between the Field Site and Walden; and

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(3) Developing and administering an orientation program for Student which will familiarize the Students with the Field Site and all applicable policies and procedures.

B. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the preceptor or supervisor (the "Field Site Supervisor") for each Student. The Field Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Field Site Supervisor. The Program requires supervision specifically by the Field Site Supervisor, and such supervision may not be delegated. Field Site Supervisors are responsible for providing, as applicable to the Program, role modeling, direct patient or client supervision, and professional interactions, and sharing expertise and experience. Field Site Supervisors are expected to voice concerns when student behaviors are in question or patient safety is of issue. Field Site Supervisors shall provide instruction and services in accordance with applicable laws and shall educate Students as to the requirements of the applicable laws. The Field Site Supervisor shall work with the Walden Supervisor to review and evaluate the Students in the field experience program.

C. 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.

D. Where applicable, 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 practice at the Field Site, which may include those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

E. The Field Site shall ensure that the Students practice 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.

F. The Field Site Supervisor shall complete, with the Walden Supervisor and Student, all written evaluations of the Students' performance according to the timeline established by Walden. Evaluations will be submitted to the Walden Coordinator.

G. 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 patients, clients or employees of the Field Site. The Field Site Coordinator or assigned Field Site Supervisor 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 responsibility and authority to dismiss any Student from the Field Experience Program.

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H. 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.

I. 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 client 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.

J. 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.

To the extent that the Field Site is an entity governed by and/or operated through any state or federal agency or is provided liability coverage through statutory or tort law, then the foregoing paragraph shall not apply.

IV. STUDENT RESPONSIBILITIES

A. Students shall provide their own transportation to and from the Field Site as well as any meals or lodging required during the field experience.

B. Students shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to the Students by the Field Site during their orientation at the Field Site and shall abide by the requirements of all applicable laws.

C. Students shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

D. 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.

E. Students shall be instructed that they are required to purchase and maintain a policy of professional liability insurance 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. Students shall provide the Field Site with proof of coverage upon request.

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V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA"), 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. HIPAA. The parties agree that, if the Field Site is a covered entity under HIPAA:

(1) to the extent that a Student is participating in the Field Experience Program:

(a) Student shall be considered part of the Field Site's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not otherwise be construed to be employees of the Field Site;

(b) Student shall receive training by the Field Site on, and subject to compliance with, all of Field Site's privacy policies adopted pursuant to HIPAA; and

(c) Student shall not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a Student has access through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(2) Walden will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(3) No services are being provided to the Field Site by Walden pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

C. The Field Site and Walden will promote a coordinated effort by evaluating the Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

D. The parties agree that Students participating in the Field Experience Program are at all times acting as independent contractors and that Students are not and will not be considered employees of the Field Site or any of its subsidiaries or affiliates by virtue of a Student's participation in the Field Experience Program and shall not as a result of Student's participation in the Field Experience Program, be entitled to compensation, remuneration or benefits of any kind.

E. The Field Site and Walden agree that Students will have equal access to their respective programs and facilities without regard for gender identity, race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual

WALDEN UNIVERSITY

orientation or other 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/-/media/Walden/files/legal/title-ix-policyfor-codeof-conduct-waldenfinal10915.pdf?la=en> with regard to Walden's Students.

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

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

I. This Agreement shall be governed by the laws of the State of Florida.

J. 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 900; Minneapolis, MN 55401; with a copy to: Walden University, LLC; Attention: Assistant Divisional Counsel; 650 South Exeter Street; Baltimore, MD 21202. Notices to Field Site shall be sent to Grove Park Elementary; 1643 Miller Street, Orange Park, FL 32073.

K. Each party agrees to indemnify, defend, and hold harmless the other from all losses or liabilities resulting from the negligence or willful misconduct of the indemnifying party and/or its employees or agents arising under this Agreement, except to the extent such losses or liabilities are caused by the indemnified party's negligence or willful misconduct.

L. 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.

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

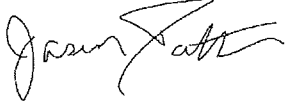
WALDEN UNIVERSITY


N. This Agreement may not be assigned by either party without the prior written consent of the other party.

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

WALDEN UNIVERSITY, LLC

FIELD SITE

By: 
(signature)

By: 
(signature)

Name: Dr. Jason Patton
(Print name)

Name: Carol Studdard
(Print name)

Title: Director of Field Experience

Title: Board Chair, CCDS

Date: 08/21/19

Date: 9/10/19

"ADDENDUM A"
TO
CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("Board") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.

1. RESERVATION OF SOVEREIGN IMMUNITY

No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the Board's liability beyond that which is set forth in section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Board's sovereign immunity from suit, or to require the Board to indemnify Contractor/Vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the Board. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

2. GOVERNING LAW AND VENUE

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

3. LEVEL II BACKGROUND SCREENING

Contractor/Vendor shall inform their student interns that pursuant to sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations, the student intern must complete a Level 2 (state and national/FBI) background check at their own expense. Fingerprinting must be done as directed by the School District. The School District is responsible for clearing student interns based upon School District guidelines prior to the student intern entering any classroom in the School District or otherwise having direct contact with students of the School District or entering upon District school grounds or facilities when students are present. Contractor/Vendor agrees to assist the School District by advising its students that they will be required to obtain and submit to contractor/vendor the results of the required background check prior to beginning their placement.

4. INDEPENDENT CONTRACTOR

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to

be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

5. PUBLIC RECORDS

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

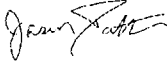
IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

6. STUDENT RECORDS

Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes,

Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach. Contractor/Vendor agrees to the foregoing terms and conditions of this

“Addendum A” as evidenced by the following signature of its authorized representative as of the date indicated below:

Signature:  _____

Printed Name: Dr. Jason Patton

Title: Director of Field Experience

Date: 08/21/19



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc. of Washington, D.C.		NAMED INSURED Walden University, LLC	
POLICY NUMBER See Certificate Number: 570074073327			
CARRIER See Certificate Number: 570074073327	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
E				CXCD3823593A 003	12/01/2018	12/01/2019	Emp Benefits Liab Li \$2,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc. of Washington, D.C.		NAMED INSURED Walden University, LLC	
POLICY NUMBER See Certificate Number: 570074073327			
CARRIER See Certificate Number: 570074073327	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

WC Ded Carrier by State

Policy # 42WS11305

Carriers:

- AK Hartford Insurance Co. of The Midwest
- AL - Hartford Accident and Indemnity Company
- AR Trumbull Insurance Co.
- AZ - Hartford Underwriters Insurance Company
- CA - Property Casualty Insurance Company of Hartford.
- CN Hartford Fire Insurance Co.
- CO - Property Casualty Insurance Company of Hartford
- CT - Hartford Casualty Insurance Company
- DC Trumbull Insurance Co.
- DE Property/Casualty Ins. Co. of Hftd
- FL Hartford Fire Insurance Co.
- GA Hartford Accident and Indemnity Co.
- HI Hartford Underwriters Insurance Co.
- IA Sentinel Insurance Co.
- ID Hartford Insurance Co. of The Midwest
- IL - Sentinel Insurance Company, Limited
- IN Trumbull Insurance Co.
- KS Trumbull Insurance Co.
- KY Hartford Accident and Indemnity Co.
- LA Property/Casualty Ins. Co. of Hftd
- MA Hartford Underwriters Insurance Co.
- MD - Hartford Casualty Insurance Co.
- ME - Property Casualty Insurance Company of Hartford
- MI - Trumbull Insurance Co.
- MN - Property Casualty Insurance Company of Hartford
- MO - Hartford Underwriters Insurance Co.
- MS - Property Casualty Insurance Company of Hartford
- MT Hartford Accident and Indemnity Co.
- NC - Hartford Underwriters Insurance Co.
- ND - Hartford Fire Insurance Co.
- NH - Hartford Fire Insurance Co.
- NJ - Hartford Underwriters Insurance Co.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc. of Washington, D.C.		NAMED INSURED Walden University, LLC	
POLICY NUMBER See Certificate Number: 570074073327			
CARRIER See Certificate Number: 570074073327	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

WC Ded Carrier by State

Policy # 42WS11305

- NM Trumbull Insurance Co.
- NV - Sentinel Insurance Company, Ltd.
- NY Hartford Insurance Co. of The Midwest
- OH Hartford Fire Insurance Co.
- OR- Hartford Fire Insurance Co.
- PA - Hartford Fire Insurance Co.
- SC - Property Casualty Insurance Company of Hartford
- SD - Hartford Underwriters Insurance Company
- TN - Property Casualty Insurance Company of Hartford
- TX - Hartford Casualty Insurance Co.
- UT Trumbull Insurance Co.
- VA - Hartford Underwriters Insurance Company
- WA Hartford Fire Insurance Co.
- WV Trumbull Insurance Co.
- WY Hartford Accident and Indemnity Co.