

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 Ector County Independent School District located in Ector County, Texas. (“Field Site”).

RECITALS

WHEREAS, Walden offers state-approved baccalaureate and post-baccalaureate teacher preparation programs and post-baccalaureate principal preparation programs (collectively 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 **August 31, 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.

C. Within ten (10) days of the Effective Date, 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. If the Field Site is unable to accommodate the requirements of the Field Experience Program(s), then the Field Site may terminate this agreement immediately and without notice.

D. 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 within fifteen (15) days of the Effective date, each year at the beginning of a new Term, and upon ECISD's request.

E. 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.

F. 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.

G. 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. Though the Field Site will make reasonable efforts to inform Students of applicable laws related to the Field Site, a Student's ignorance of the applicable laws, policies, and/or procedures shall not excuse any violation thereof.

D. The Field Site shall make reasonable efforts to 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, which shall not be unreasonable and which shall take into consideration the Mentor's other duties and responsibilities. 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 the absolute and 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 if the Field Site wishes to remove, reassign, or discontinue a placement of a Student.

G. 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.

H. 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.

I. 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. Walden represents and warrants that no Student placed in the Program has a criminal history or background that would preclude the Student from teaching.

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 in which 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 in which 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. They will not be considered employees or independent contractors 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.

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, as long as Walden provides reasonable notice of its visit.

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 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"), the Field Site will be responsible for performing an investigation. The Field Site will report its findings to Walden.

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 and construed in accordance with the laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer governance or construction of this Agreement to the law of another jurisdiction. Venue for any action arising hereunder shall lie exclusively in Ector County, Texas. The Parties hereto agree that this Agreement was drafted and entered into and is performable in Ector County, Texas. Any breach of this Agreement will occur only in Ector County, Texas.

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 Mrs. Thelma Cordova at 802 N. Sam Houston, Odessa, Texas 79761; with a copy to Alex E. Reynolds at 3800 East 42nd Street, Suite 500, Odessa, Texas 79762 as well via email to areynolds@odessalawfirm.com.

M. 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 or the negligence or willful

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misconduct of the indemnified party's employees or agents.

N. 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.

O. 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.

P. 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.

Q. The Parties acknowledge that each Party has had access to counsel and an opportunity to read, review, and revise this Agreement. The terms of this Agreement are the result of joint efforts of the Parties. Therefore, the Parties agree that this Agreement, and any given provision of it, shall be considered to have been mutually prepared by both Parties and shall not be more strongly construed against either Party hereto.

R.

S. All of the terms of the Agreement which by their nature extend beyond the expiration or termination of the Agreement, including indemnification obligations, confidentiality obligations, and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

T. Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby. Such consent or waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.


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

WALDEN UNIVERSITY, LLC

FIELD SITE

WALDEN UNIVERSITY

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By: 
(signature)

Name: Kelley L. Costner
(Print name)

Vice Provost,

Title: Division of Healthy Communities and Organizations

Date: January 1st, 2025

By: _____
(signature)

Name: _____
(Print name)

Title: _____

Date: _____

APPENDIX A

Honoraria or Stipends

If Honoraria or Stipends are accepted by the Field Site, the Field Site warrants that payments or other things of value provided by Walden under this Agreement will be used for the benefit of the Field Site Mentors who are providing services under the Agreement, and not for the personal benefit of any individual who might influence the awarding of field experience positions for Walden Students. A Field Site Mentor acting as a Cooperating Teacher who mentors a Student for a 12-week or longer Demonstration Teaching experience in a Teacher Preparation Program will receive a \$400 stipend after being setup as a vendor with Walden and completing the required observations, evaluations, a midterm survey, and a final survey of the Student. Walden holds the right to pro-rate stipends for the Field Site Mentor if the employee does not mentor the Student for the required number of weeks. Walden also holds the right to withhold the stipend if the Field Site Mentor does not submit the required documentation within the Demonstration Teaching experience start and end dates.