

**ADDENDUM NO. 4  
TO  
EDUCATIONAL AND MANAGEMENT SERVICES  
AGREEMENT**

<b>University Information:</b>					
<b>Name:</b>	University of West Florida Board of Trustees, a public body corporate of the state of Florida (“ <b>University</b> ” or “ <b>UWF</b> ”)				
<b>Address:</b>	11000 University Parkway, Building 10, Pensacola, FL 32514				
<b>Attention:</b>	Office of the Provost				
<b>Telephone:</b>	(850)474-2501	<b>Fax:</b>	N/A	<b>Email:</b>	<a href="mailto:gellenbe@uwf.edu">gellenbe@uwf.edu</a>
<b>Wiley Information:</b>					
<b>Name:</b>	Wiley edu, LLC (“ <b>Wiley</b> ”)				
<b>Address:</b>	427 South Fourth Street, Suite 300, Louisville, KY 40202				
<b>Attention:</b>	Todd R. Zipper, President				
<b>Telephone:</b>	(502) 589-9878	<b>Fax:</b>	(502) 589-9825	<b>Email:</b>	tzipper@wiley.com

THIS ADDENDUM NO. 4 (the “**Addendum No. 4**”) to the Agreement (as defined below) is made and entered into as of January 20, 2021 by and between UWF and Wiley (the “Addendum No. 4 Effective Date”). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, UWF and Wiley entered into that certain Educational and Management Services Agreement dated August 31, 2018 and amended on October 29, 2018 by Addendum No. 1, amended on February 21, 2019 by Addendum No. 2, and amended on June 27, 2019 by Addendum No. 3 (the “**Agreement**”);

WHEREAS, UWF wishes for Wiley to provide financial planning services for the Online Programs; and

WHEREAS, UWF and Wiley wish to amend and add to the Agreement as provided in this Addendum No. 4.

NOW, THEREFORE, the parties, agree as follows:

1. Section 5 of the Agreement is amended to include the following services:

j. Field Placement Services. Wiley shall provide coordination support for field clinical course credits for the Online Program. The parties shall define and agree upon in writing the time, locations, and procedures for completing field clinical course credits at a mutually-agreed upon date. The Services described in this section shall be referred to as “Field Placement Services”.

k. Student Financial Planning Services. Wiley is not intended to be a Third Party Servicer for this service and Wiley shall not make Title IV aid decisions, aid students in completing enrollment application or complete financial aid applications on behalf of prospective students. Wiley shall provide services in compliance with all state and federal laws, including in conformance to Title IV of the HEA, as follows:

1. Provide services related to tuition assistance to prospective students as follows:
  - a. Discuss financial plan for education/how are you planning to pay for your education;
  - b. Direct students to resources on chosen financial option;
  - c. Assist students to locate other publicly available information about programs and resources in completing the submission of information that could lead to the award of financial aid;
2. Student support services offered after the point at which financial aid is allowed to be disbursed for a payment period.
  - a. General student counseling;
  - b. Financial aid counseling, including loan management;
  - c. Guide students to important forms (i.e., Request for Loan Change Form (Stafford), additional forms (special need request, payment forms)), and default services;
  - d. Assist students to determine what is needed to remain in good standing with financial aid;
  - e. Explaining what default is and how to resolve;
  - f. Review Satisfactory Academic Progress (“SAP”) requirements with at risk students;
  - g. Review with students the impact of administrative withdrawals on financial aid award and money owed;
  - h. Advise students to complete and update financial assistance applications for each new aid year.

The Services described in this section shall be referred to as “Student Financial Planning Services”.

2. Section 15.a) of the Agreement is amended to include the following subsection:

x. Regulatory Matters. Wiley further warrants that to the extent that Wiley is deemed to be a Third Party Servicer under C.F.R. 668.25 as a result of any Student Financial Planning Services provided by Wiley, Wiley shall:

- (1) Comply with all statutory provisions of or applicable to Title IV of the Higher Education Act (“HEA”), all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including the requirement to use any funds that Wiley administers (if any) under any Title IV, HEA program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program;

- (2) Refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is reasonable cause to believe that UWF might have engaged in fraud or other criminal misconduct in connection with UWF's administration of any Title IV, HEA program or an applicant for Title IV, HEA program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application;
- (3) If Wiley or UWF terminates this Agreement, or if Wiley stops providing services for the administration of a Title IV, HEA program, or goes out of business or files a petition under the Bankruptcy Code, Wiley will return to UWF all: (a) records in Wiley's possession pertaining to UWF's participation in the program or programs for which services are no longer provided; and (b) funds, including Title IV, HEA program funds, received from or on behalf of UWF or UWF's students, for the purposes of the program or programs for which services are no longer provided.

3. Section 19 of the Agreement is amended to include the following subsection:

y) **Joint and Several Liability.** Wiley shall be jointly and severally liable with UWF to the Secretary of the Department of Education for any violation by Wiley of any statutory provision of or applicable to Title IV of the HEA, any regulatory provision prescribed under that statutory authority, and any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the HEA.

4. Except as expressly modified by this Addendum No. 4, all other terms and provisions of the Agreement shall remain in full force and effect, unmodified and unrevoked, and the same are hereby reaffirmed and ratified by UWF and Wiley as if fully set forth herein.

5. This Addendum No. 4 may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. The exchange of copies of this Addendum No. 4 and of signature pages by facsimile transmission or other electronic means will constitute effective execution and delivery of this Addendum No. 4 as to the parties and may be used in lieu of the original Addendum No. 4 for all purposes. Signatures of the parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 4 effective as of the date first written above.

**"Client"**

**Wiley**

**UNIVERSITY OF WEST FLORIDA  
BOARD OF TRUSTEES**

**WILEY EDU, LLC**

DocuSigned by:

*Martha Saunders*

By:

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*Todd Zipper*

By:

Todd Zipper (Mar 9, 2021 13:07 EST)

Mar 9, 2021

DocuSigned by:

*Approved as to Form and Legal Sufficiency UWF DGC CU*

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