

BOARD MEETING DATE: 11/18/2025

ITEM NO: VI-b

RECOMMEND THAT the agreement between the following agencies and North Florida College be approved:

Kellie's Kindergarten Prep, LLC – New Agreement

Kidz Corner – New Agreement

NOTE: The above addendum has been previously reviewed by the Board Attorney.

THIS RECOMMENDATION will ensure that the Nursing and Allied Health Department of North Florida College will have adequate clinical locations to provide clinical experience to students as required.

MEMORANDUM OF AGREEMENT

BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF
NORTH FLORIDA COLLEGE

AND

KELLIE'S KINDERGARTEN PREP. LLC

THIS AGREEMENT, made and entered into this 1st day of January, 2026, by and between the DISTRICT BOARD OF TRUSTEES OF NORTH FLORIDA COLLEGE, 325 NW Turner Davis Drive, Madison, Florida, 32340-1610, hereinafter referred to as the "College" and Kellie's Kindergarten Prep, 266 SE Lee School Ave., Lee, FL, 32059, hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, the College offers an approved program of study in the field of Nursing, Emergency Medical Services, and other Allied Health Programs; and

WHEREAS, the College desires that its students obtain clinical and/or laboratory experience in Comprehensive Nursing, Emergency Medicine, and Allied Health Services; and

WHEREAS, the Agency desires to cooperate with the College in implementing the above stated objective.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Agency and the College, by their duly constituted and authorized officers, agree as follows:

Students enrolled in the above-named programs and the faculty at the College may use the various departments of the Agency for clinical and/or laboratory practice. The number of students, hours and the specific dates when the students of the College will be utilizing the various departmental facilities of the Agency will be established and agreed upon by both parties in advance of the specific session. Learning experiences with the Agency in the clinical and/or laboratory will be determined by the faculty of the College in cooperation with the Agency. Instruction under the programs shall be at all times agreed to by the parties to this contract. Students shall be selected for the programs by the College and under the programs shall not exceed the teaching capabilities of the Agency.

Faculty members will attend orientation at the Agency. The Agency can require the College to withdraw a faculty member or student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the administration of said Agency, in accordance with acceptable standards of performance.

Responsibility for the patients and/or customers shall at all times remain with the Agency.

Neither the College nor the Agency will discriminate in its employment practices or admission of students on the basis of race, color, religion, age, sex, marital status or national origin, nor will either discriminate against any qualified handicapped individual.

RESPONSIBILITIES OF THE AGENCY:

1. To share in the responsibility for the education of the College's students in the Allied Health Programs through the cooperation and assistance of its staff and employees along with the faculty and students of the College.
2. To provide for opportunities for observation and practice experience in the laboratory, and in selected departments of the Agency. It is understood by the Agency that students will be allowed to have practice experience only after the instructor has verified the student's capability.
3. To make available to faculty and students of the College the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the College its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available and not being used for other purposes by the Agency.
6. To include faculty members of the programs in their staff meetings when policies to be discussed affect or directly relate to the program.
7. To provide access to faculty and students for emergency medical care in case of illness or accidents incurred while on duty in the Agency, with the understanding that students will not be eligible for worker's compensation, and medical expenses incurred will be the responsibility of the students.
8. To assume responsibility for the supervision of assigned programs students during the performance of clinical practice and/or internship. The Agency will provide direct supervision of students.
9. To provide necessary feedback and evaluation of assigned programs students utilizing the specified evaluative tool as prescribed, and communicate to academic faculty and student deficiencies or needs for remediation.
10. To employ routine measures to ensure a safe, legal and ethical practice environment for college faculty and students.

RESPONSIBILITIES OF THE COLLEGE:

1. To use proper Agency channels to make plans for observation and practice experience.
2. To comply with current policies and procedures of the Agency, including all applicable legislation and regulation.
3. To maintain standards of the program as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examinations, chest x-rays and certain immunizations as deemed necessary by the Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the program as administrators and instructors. The College agrees to be responsible for interpreting the objectives of the programs to the students and consulting with administrative personnel of the Agency in advance about use of the various facilities.
6. To be responsible for the educational supervision of students in the programs.
7. Select students for the programs, while ensuring that the number of students in the programs does not exceed the teaching capabilities of the Agency.
8. To verify each student's capability for practical experience before assigning students to clinical laboratory practice at the Agency.
9. Maintain individual records of student competency in classes and practicum, and student health.
10. Maintain strict confidentiality regarding all patient and/or customer-centered information.
11. Prepare any rotational plans for services to be used for experiences and to secure the approval of this plan from the Agency prior to commencement of educational programs at the facilities. Major changes in rotation plans will not be effective until such time as they shall be approved by the Agency.
12. Have on file at the College the results of a background check which satisfies the requirements of a Level II criminal background check as prescribed in Ch. 435, F. S. through the Florida Crime Information Center (FCIC) and National Crime Information Center (NCIC) for each student prior to assignment at the Agency's facilities.
13. Maintain discipline among students and faculty.

RESPONSIBILITIES/RIGHTS OF THE STUDENT:

1. The student will provide the results of a drug screen to the programs coordinator prior to beginning clinical practicum and/or internship.
2. The student will be punctual in attendance in accordance with the times scheduled by the College and/or Agency.
3. The student will maintain strict confidentiality regarding all patient or agency centered information in accordance with the requirements of the Health Insurance Portability and Accountability Act.
4. The student will treat all agency personnel, patients, constituents and visitors with dignity, respect, and courtesy.
5. The student will abide by all applicable policies and procedures as set forth by the College and/or Agency.
6. The student will provide timely notification of impending tardiness and/or absence to the appropriate staff of the College and Agency.
7. The student will provide written/oral assignments, presentations or reports as directed and assigned by the College and/or Agency Instructional Personnel.
8. The student will be treated with mutual dignity, courtesy and respect by Agency personnel.
9. The student will have immediate access to a supervising instructor during the clinical practicum and/or internship.
10. The student may request and be entitled to a conference with the Instructor, and/or Program Coordinator.
11. The student is entitled to periodic performance assessment, necessary privacy, confidentiality and non-discrimination.

GENERAL CONDITIONS:

1. The Agency and the College expressly agree that all faculty and students under the programs shall remain employees or students of the College. The College agrees that it will never act or represent it is acting as an agent of the Agency or incur any obligations on the part of the Agency without first obtaining the express written authority of the appropriate Agency official. The Agency agrees that it will not be responsible for any salaries, taxes or insurance of the College faculty, agents or students.

2. No alterations, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both parties hereto.
3. The Agency and College agree that executed copies of this agreement shall be placed on file with the Administrator of the Agency and the Director of Allied Health Programs, North Florida College.
4. The College agrees to provide and maintain liability insurance in the amount of \$2,000,000/\$5,000,000 for all students and faculty members in the performance of their duties and responsibilities at the Agency. Such insurance shall cover all causes of action, claims, demands, liabilities, losses, damages, judgments or expenses, including costs and attorney's fees arising out of any negligent acts or omissions of the College, its students, and/or faculty in connection with and pursuant to this Memorandum of Agreement. The College shall provide a certificate of insurance to the Agency evidencing such insurance coverage if required by the Agency. The College will notify the Agency if any changes occur.
5. Each party is responsible for personal injury and property damage attributable to the negligent acts or omissions of the party and the officers, employees and agents thereof acting within the scope of their employment, subject to the application of, and limitations in, Section 768.28, Florida Statutes. Nothing herein shall be construed as an indemnity or a waiver of either party's sovereign immunity, beyond that provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims, nor shall any language herein be construed to impose liability on either party for which it would not otherwise by law be responsible.

This Agreement shall become effective upon the date of signature of both parties and shall be renewed ____ annually, ____ every two years, or X every three years unless either party requests a change or termination thereof.

This Agreement may be terminated at any time by either party hereto, with or without cause upon sixty (60 days) written notice to the other party, provided that students currently enrolled in the program shall be permitted to complete the course.

Any notice required or permitted to be given under this agreement shall be sufficient if in writing and sent by certified mail to either of the parties. Notice shall be effective upon compliance with this section.

Signed and sealed in the
Presence of:

Signed and sealed in the
Presence of:

Kellie's Kindergarten Prep, LLC

By: _____
(Administrator/President)

The District Board of Trustees of
North Florida College

Ricky Lyons, Chairman

Jennifer Page, President
North Florida College

David Dunkle
Associate Dean of Economic Development and
Workforce Education

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NORTH FLORIDA COLLEGE

AND

KIDZ CORNER

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Presence of:

Signed and sealed in the
Presence of:

KIDZ CORNER

By: _____
(Administrator/President)

The District Board of Trustees of
North Florida College

Ricky Lyons, Chairman

Jennifer Page, President
North Florida College

David Dunkle
Associate Dean of Economic Development and
Workforce Education