BOARD MEETING DATE: 11/172026

ITEM NO: VII-A

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

Advent Christian Village MOU for CNA – Renewal

Taylor County Health Department – Renewal

Madison Creative Arts Academy – Renewal

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 UNDERSTANDING

This Memorandum is entered into on this 1st day of January 2027, between North Florida College ("NFC"), located at 325 Turner Davis Dr, Madison, FL 32340, and Advent Christian Village ("ACV"), located at 10680 Dowling Park Dr., Live Oak, FL, 32060, collectively referred to herein as the "Parties".

WHEREAS, the Parties wish to establish a nursing assistant program wherein participants will be trained and receive the training necessary to become certified as nursing assistants.

WHEREAS, the Parties each agree to contribute towards the furtherance of and development of this program through their contributions to the program.

NOW THEREFORE, in light of the following promises and representations, the Parties agree to establish a nursing assistant program as follows:

Duties and Responsibilities

1. The initial term of this MOU will be for an initial term of one (1) year to commence on January 1, 2027, and may be renewed for a maximum of two additional one (1) year terms.

2. The nursing assistant program shall meet the minimum requirements for the Nursing Assistant (Articulated) program as defined by NFC. At the time of the execution of this agreement, this program number is H170690 and requires 165 hours of training time.

3. ACV shall provide the location for the nursing assistant program, inclusive of lab and classroom space, which shall take place at their Dowling Park/Suwannee County location. ACV shall supply a portion of the general supplies to be used in this program, which shall generally be understood to include bedpans, basins, tongue depressors, bandages, and other disposable items and general equipment frequently used in a senior assisted living center and reasonably necessary for the activities described in this MOU.

4. NFC shall supply the audio-visual technology to the classroom, a training mannequin, and laptops for student use during the program. These items will remain the property of NFC and will be returned upon termination of this MOU,

5. Students will receive a certificate through NFC for participation in the program, and will be required to enroll as students with NFC in order to participate in this program. The program will be open to both the general public and ACV employees without preference.

6. Instruction shall be provided in accordance with NFC's instructional calendar and curriculum.

7. To the extent necessary, Students will be required to purchase textbooks and personal instructional materials as if they were participating in this program on NFC's campus.

8. ACV will provide the instructor for this program. While the instructor will be an employee of ACV, a zero-dollar adjunct contract between the instructor and NFC shall be in place to confirm that all instructional activities will be supervised by NFC. The instructor must meet the

experience, training, background screening, and other requirements and qualifications necessary to be an NFC instructor as defined by governing law and NFC regulations. ACV will be responsible for the employment and compensation of the instructor for this program.

9. Instruction shall be performed using the same standards and practices applicable to NFC instructors, under the standards, laws, and rules applicable to instruction at State College as laid out by the laws of the State of Florida, the Florida Department of Education, and any other applicable state or federal authority.

10. The College will pay ACV a stipend for the services provided, at the rate established by the college for the employment of an instructor with similar teaching experience. For the 2023-2024 year this rate ranges from $36-$39 per hour. The total amount paid per year will be based on the number of program cycles completed per year but in no circumstances will total payments exceed $34,000 per year.

11. ACV shall be responsible for the operation and maintenance of the instructional and lab space, including the payment of utilities. Spaces for parking and the safe transition of Students to classroom and lab facilities will also be provided by ACV.

12. In the event that a Student engages in activity that causes damage to ACV property, personnel, or clientele, such incidents, including any recommendation of disciplinary action against the student will be reported to NFC as soon as is practicable under the circumstances. Students shall be subject to discipline in accordance with NFC rules and regulations.

General Terms and Conditions

1. Indemnification - To the maximum extent allowed by law, unless otherwise provided by this Agreement, each party agrees to indemnify, hold harmless, and defend the other party from and against any and all claims, demands, actions, settlements, costs, damages or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the actions, negligence, or inaction of their employees, agents, and assigns in connection with this Agreement, where such claims, demands, actions, settlements, costs, damages, or judgments relate to its own negligence, actions or omissions or that of its agents, representatives, Students, as applicable, or employees. This Section survives the termination of this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the limitations on liability contained in Chapter 768, Florida Statutes.

2. Non-Discrimination – The parties acknowledge that discrimination in employment, instruction, and admission is strictly prohibited under State and federal law.

3. Termination – This MOU may be terminated by either party prior to the start of a new program cycle upon written notice to the other party for any reason. Once a program cycle has commenced, termination of the MOU will only occur due to impossibility of performance due to facility destruction or damage, the impossibility of performance of duties under this MOU, or another condition which renders the parties incapable of performing its obligations under this MOU. All efforts will be made to ensure that all program cycles that have commenced will be completed. ACV will be responsible for reimbursing Students for tuition in the event that a

program cycle is terminated after its commencement due to the acts or negligence of its employees, agents, or assigns.

4. Force Majeure – The parties acknowledge that natural or man-made events including but not limited to hurricanes, tornadoes, earthquakes, pandemics or localized infectious disease outbreaks, acts of war, insurrection, terrorism, civil unrest, and other events outside of the control of the parties may result in the impossibility or impracticability of performance under this MOU. In the event of such an occurrence, the party with knowledge of such an event shall contact the other party in writing, and explain why such duties cannot be performed as soon as practicable. The parties shall make reasonable efforts to reschedule or otherwise extend the program cycle to ensure that Students receive complete instruction.

5. Choice of Law and Forum – In the event that a dispute arising under this agreement, the Parties agree to confer in good faith to attempt to resolve the dispute and to participate in mediation prior to bringing suit. In the event the dispute cannot be resolved by either a conference of the Parties or mediation, suit must be brought in a court of appropriate jurisdiction in Madison County, Florida. This MOU is governed by the Laws of the State of Florida.

6. Notice – The Parties should direct any communications related to this MOU as follows:

Advent Christian Village

Keri Hilliard, Vice President for Health Services
Advent Christian Village
P.O. Box 4332
Dowling Park, FL 32064
khilliard@acvhealth.net

North Florida College

David Dunkle, Vice President of Academic Affairs
Chief Academic Officer
325 NW Turn Davis Drive
Madison, Florida 32340
dunkled@nfc.edu

Robert Sniffen
123 North Monroe St.
Tallahassee, Florida 32301-1509
rsniffen@sniffenlaw.com

7. Authority - Each person signing this Agreement on behalf of either party warrants he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement. The parties shall not discriminate against any employee or participant in this program

because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

8. Modification – This MOU may not be modified without the express signed consent of the Parties, unless otherwise specifically stated herein.

9. Entirety of the Agreement – This MOU represents the entirety of the agreement between the Parties. Neither Party has entered into this MOU due to any representation or promise, express or implied, which is not contained herein.

10. Authority – Each person signing this MOU has the authority to do so as a representative of their respective Party.

IN WITNESS WHEREOF, the parties enter into this MOU on this 1st day of January 2027, through the signature of the undersigned representatives.

North Florida College	Advent Christian Village
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MEMORANDUM OF AGREEMENT

BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF
NORTH FLORIDA COLLEGE

AND

THE STATE OF FLORIDA, FLORIDA DEPARTMENT OF HEALTH
TAYLOR COUNTY

THIS AGREEMENT, made and entered into this 1st day of January, 2027, 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 the State of Florida, Florida Department of Health through its Taylor County Health Department, 1215 N Peacock Ave, Perry, Florida, 32347, hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, the College offers approved programs of study in 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 other 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 duty 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, confidentially 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:

Taylor County Health Department

_____

By: _____
(Administrator/President)

Signed and sealed in the
Presence of:

The District Board of Trustees of
North Florida College

_____

_____
Ricky Lyons, Chairman

_____

_____
Dr. Jennifer Page, President
North Florida College

_____

_____
David Dunkle
Vice President of Academic Affairs/CAO

MEMORANDUM OF AGREEMENT

BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF
NORTH FLORIDA COLLEGE

AND

MADISON CREATIVE ARTS ACADEMY

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WITNESSETH:

WHEREAS, the College offers approved programs of study in 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 other Allied Health Services; and

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

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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.

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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, confidentially 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:

_____

MADISON CREATIVE ARTS ACADEMY

By: _____
(Administrator/President)

Signed and sealed in the
Presence of:

_____

_____

The District Board of Trustees of
North Florida College

_____
Ricky Lyons, Chairman

_____
Dr. Jennifer Page, President
North Florida College

_____
David Dunkle
Vice President of Academic Affairs/CAO