

## Memorandum of Agreement

Jefferson Community and Technical College ("JCTC") on behalf of the Kentucky Academy Training and Support Center, and Jefferson County Public Schools ("JCPS") on behalf of J. Graham Brown School (the "School"), hereby enter into this Memorandum of Agreement ("Agreement") dated August 28, 2019.

### Terms and Conditions

1. **Term:** The term of this Agreement shall be only for the day of October 11, 2019, unless terminated by either party as provided herein.
2. **Termination:** Either party may terminate this Agreement with or without cause at any time with at least thirty days' notice to the other party.
3. **Amendment:** This Agreement may only be modified by mutual written Amendment.
4. **JCTC's Responsibilities:** JCTC shall assume the following responsibilities:
  - A. Provide to School approximately 85 students enrolled in JCTC's Registered Nursing program ("Nursing Students") to provide health teaching during a health fair event to multiple age groups within the School's student population. The health teaching will involve education regarding healthcare and preventative health measures. Medical services will not be provided by the Nursing Students.
  - B. Provide faculty to supervise Nursing Students through the entire duration of the health teaching event.
  - C. Provide all teaching materials and lessons to facilitate the health fair event.
  - D. Place only the Nursing Students who have passed JCTC's background check and drug screening.
5. **Affiliate's Responsibilities:** Affiliate shall assume the following responsibilities:
  - A. Allow Nursing Students and accompanying staff reasonable access to School's facility(ies).
  - B. Provide and encourage School's students to participate in the health instruction provided by JCTC's Nursing Students.
  - C. Meet with JCTC faculty before the health fair event for planning and organizational purposes.
6. **Legal Relationship:** Nothing in this Agreement or in the relationship shall imply or be interpreted as implying an employment relationship between JCTC and JCPS or School. No representatives for either party shall act as an agent for the other party or represent authority to act as such.
7. **Third Parties:** Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto.
8. **Assignment:** This Agreement shall not be assigned by either party.
9. **Liability and Indemnification:** To the extent permitted by Kentucky law, JCTC and JCPS shall each be responsible for any loss or damage due to its own negligent and/or intentional acts

and omissions. Neither party shall indemnify the other.

10. **Insurance:** Without limiting any liabilities or any other obligations, both parties shall procure and maintain, until all of their obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Agreement. Insurance shall be placed with companies that have an A. M. Best rating of not less than A- VII with the following minimum coverages.

Commercial General Liability: Insurance shall provide coverage for the term of this Agreement and for a minimum of two years after the conclusion or termination of this Agreement, and shall include broad form contractual coverage with limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

Workers' Compensation: Insurance in accordance with the provisions of applicable laws and regulations, and to include Employer's liability insurance with a minimum limit of \$1,000,000 for each accident.

11. **Nondiscrimination:** Both parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any student, employee, or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state, or local laws. Each party hereto warrants that they are in full initial and ongoing compliance with all current applicable federal, state, and local laws, regulations, and ordinances.

12. **Waiver:** No waiver by either party of any failure of the other party to keep or perform any undertaking or condition of this Agreement shall be deemed to be a modification of this Agreement or be a waiver of any preceding or subsequent breach of the same or any other undertaking or condition.

13. **Severability:** If any provision of this Agreement shall be declared illegal, void or unenforceable, the remaining provisions shall continue in full force and effect.

14. **Notices:** Any notice, demand, or consent required or permitted to be given hereunder shall be effective upon delivery if hand-delivered, if sent by registered or certified mail with return receipt requested, or by overnight mail delivery for which evidence of delivery is obtained by the sender, at the address(es) set forth below or such other address(es) as either party may designate in writing:

To JCTC:

Jefferson Community and Technical College  
Office of Grants and Contracts  
109 E Broadway  
Louisville, KY 40202

To JCPS:

Jefferson County Public Schools  
Van Hoose Education Center  
3332 Newburg Road  
Louisville, KY 40218

With copy to:

Jefferson Community and Technical College  
Department of Nursing  
109 E Broadway  
Louisville, KY 40202

With copy to:

J. Graham Brown School  
546 S. 1st St.  
Louisville, KY 40202

Electronic mail shall not constitute written notice.

15. **Dispute Resolution:** The parties do not expect any unresolvable disputes to arise between them under this Agreement. However, to the extent such disputes may arise, the parties agree that any disputes between them arising from, related to, or in connection with this Agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws of Kentucky, and the jurisdiction and venue of the courts in Franklin County, Kentucky.

16. **Governing Law:** This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.

**Approval**

In Testimony whereof, Witness the duly authorized signatures of the parties hereto:

**Jefferson County Public Schools/J. Graham Brown School**

\_\_\_\_\_  
Marty Pollio  
Superintendent

\_\_\_\_\_  
Date

**Jefferson Community and Technical College**

  
\_\_\_\_\_  
Gary Dryden  
VP of Administration and Chief Financial Officer

\_\_\_\_\_  
7-15-19  
Date