

**National Black Nurses Association, Inc.**

**8630 Fenton Street, Suite 910, Silver Spring, MD 20910**

**Phone: (301) 589-3200 • Fax: (301) 589-3223**

**Memorandum of Understanding**

Between

Jefferson County Public School's Brandeis Elementary School in the City of Louisville and State  
of Kentucky

and

National Black Nurses Association (NBNA)

Mini Nurse Academy

This Memorandum of Understanding (MOU) is entered into on **September 11, 2025** (effective date) by and between the NBNA located at 8630 Fenton Street, Suite 910, Silver Spring, MD 20910, and the Jefferson County Public Schools located at 3332 Newburg Road, Louisville, KY 40218. First Party and the Second Party may be referred to individually as the "Party", or collectively, the "Parties".

**1. MISSION**

The National Black Nurses Association on which the Parties are intending to collaborate, has the following intended mission in mind:

Our mission is to transform the nursing workforce by educating and inspiring youth from diverse populations to become nurses, and to take courageous actions to improve health outcomes for all people.

**2. PURPOSE AND SCOPE**

There is an urgent need to increase the numbers of nurses from disadvantaged and minority populations to improve access and delivery of culturally and linguistically congruent care. This MOU supports the Mini Nurse Academy's goal to create a network of national and local partners that will implement our program addressing the social determinants of health by focusing upstream to educate children on healthy lifestyles and early introduction to the nursing profession; thereby increasing workforce diversity in nursing.

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the Mini Nurse Academy.

### **3. OBJECTIVES**

The Parties shall endeavor to work together to establish policies and procedures that will promote and sustain a Mini Nurse Academy for 26 weeks.

### **4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

Any Party may decide not to proceed with the Mini Nurse Academy contemplated herein for any reason or for no reason. A binding commitment with respect to the Mini Nurse Academy described herein will result only from execution of definitive agreements subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be binding on, and enforceable, against the Parties.

### **5. TERMS OF UNDERSTANDING**

It is mutually understood and agreed by and between the Parties that:

- a. Each Party takes legal and financial responsibility for the actions of its respective employees and volunteers. To the extent permitted by law, each Party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the indemnifying Party's acts or omissions related to its participation under this MOU, and each Party shall bear the proportionate cost of any damages attributable to the fault of such Party, and its employees.
- b. Each Party shall carry insurance to cover its activities in connection with this MOU, for general liability to cover property and employees.
- c. This MOU may be amended from time to time by mutual agreement of the Parties in a written modification signed by both Parties.
- d. This MOU may be terminated by mutual agreement of the Parties, and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.

### **6. FUNDING COST**

The Mini Nurse Academy shall be solely responsible for any and all costs associated with their responsibilities under this MOU.

## **7. CONFIDENTIALITY**

In addition, all information provided by either Party to the other Party in connection with this MOU constitutes valuable and proprietary information of the disclosing Party and shall be held in confidence by receiving Party and not be disclosed to any third party or used for any purpose other than pursuant to this MOU. Each Party agrees that it shall disclose such confidential information only to its employees requiring such information in the performance of this MOU that are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein. The aforementioned confidentiality obligations shall not apply to any information (i) already available in the public domain; (ii) already known to the receiving Party from sources other than the disclosing Party; (iii) made known to the receiving Party by a third party having no contractual or legal obligation of nondisclosure to the disclosing Party; (iv) independently developed by the receiving Party without the use, aid or application of the disclosing Party's confidential information; or (v) any disclosure required by law of a governmental agency or made pursuant to an order of a court of competent jurisdiction. In the event a Party is required to disclose the other Party's confidential information pursuant to clause (v) above, the Party will give prompt notice to the other Party who may contest such disclosure at its own expense. This provision shall survive for a period of three (3) years after the termination of this MOU.

## **8. MARKS**

Both Parties recognize that each owns certain names, logos and marks ("Marks") (attached hereto as "Exhibit A") used in connection with its organization or operation, whether registered or not. It is agreed neither Party will do anything inconsistent with the other Party's ownership of its Marks. Each Party agrees that it will not use the Marks of the other without the prior written approval of the other, as set forth in the quality control measures set forth in paragraph 11 below. Upon the effective date of termination of this Agreement, each Party will immediately cease creating and placing Marks of the other Party in any manner suggesting that an ongoing relationship continues to exist.

## **9. REVIEW AND APPROVAL BY THE PARTIES, AND QUALITY CONTROL MEASURES**

- a. All materials, including advertising and promotional materials (including without limitation press releases) utilizing Party's or any Party's affiliates' name and Party Marks shall be subject to Party's review and approval, not to be unreasonably withheld or delayed. Prior to any proposed use of Party's Marks, both Parties agree to submit a mock-up or sample of such proposed use(s) to Party. Party shall have a period of ten (10) business days from its receipt of said proposed use(s) within which to review, approve or communicate to other Party any required changes to such proposed use(s). Party shall communicate its approval or disapproval within ten (10) business days from

its receipt of such materials, if Party fails to respond to such submission within ten (10) business days such submission shall not be deemed approved. Any objections or corrections will be mutually discussed, and reasonable efforts will be made by the Parties to reach a prompt and satisfactory agreement; provided, however, that Party shall make no use of such promotional materials without other Party's final approval.

#### **10. ASSIGNMENT**

This Agreement may not be assigned without the prior written consent of the other Party; provided that Party may at any time assign this agreement, in whole or in part, to any of its Affiliates. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

#### **11. FORCE MAJEURE**

If either Party is delayed or prevented from fulfilling its respective obligations under this Agreement by any cause beyond its reasonable control, then that Party will not be liable under this Agreement for that delay or failure.

#### **12. GOVERNING LAW**

This MOU shall be governed by and constructed in accordance with the laws of the State of Kentucky.

#### **13. REPORTING**

- a. Reports are due monthly throughout the duration of this MOU.
- b. Record of all student and family participants
- c. Narrative including accomplishments, challenges, and insights - (RN coordinator and School designee)
- d. Other nonidentifiable data that may be required

For any reporting questions contact Dr. Jennifer Coleman (<mailto:jacolema@samford.edu>) or Dr. Loretta T. Lee (<mailto:llee@uab.edu>)

#### **EFFECTIVE DATE AND SIGNATURE**

This Memorandum of Understanding shall be effective upon the date of the last Party to sign this MOU below and shall terminate on May 1, 2026. The Parties indicate MOU with this MOU by their signatures below.

#### **Contact Information**

National Black Nurses Association

Tonya Jackson, Executive [Director tjackson@nbna.org](mailto:tjackson@nbna.org)

8630 Fenton Street, Suite 910, Silver Spring, MD 20910  
(301) 589-3200

*By signing this form, you attest to the fact that you have legal authority to perform signature authority on behalf of the organization you represent.*

(Signatures)

**National Black Nurses Association (sign last)**

\_\_\_\_\_

Date: \_\_\_\_\_

Tonya Jackson, NBNA Executive Director

\_\_\_\_\_

Date: \_\_\_\_\_

Martha A. Dawson, DNP, RN, FAAN, FACHE  
Program PI & 14<sup>th</sup> NBNA President

**School Legal Signee**

\_\_\_\_\_

Date: \_\_\_\_\_

(Partner signature and Position)

\_\_\_\_\_

**(Partner School/Organization, spell out)**

\_\_\_\_\_

\_\_\_\_\_

**NBNA Local Chapter Signees**

\_\_\_\_\_

Date: \_\_\_\_\_

President

\_\_\_\_\_

Date: \_\_\_\_\_

Secretary