

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education And
Norton Healthcare, Inc.

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Norton Healthcare Inc., a Kentucky non-profit corporation, (hereinafter "Norton"), located at 210 E Gray St #154, Louisville, KY 40202.

WHEREAS, the parties desire a partnership for the instruction of students in traffic safety and related subjects at Safety City, located at Bates Elementary School, 7601 Bardstown Road, 40291.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and Norton agree as follows:

1. Duties of JCPS:

- a. Allow Norton access to two classrooms, each equipped with technology (e.g. projector or television, Wi-Fi connection) and bathrooms, office space, garage, outside gathering area, parking space, and the Safety City model availability Mondays-Fridays from 8:00 a.m.-5:00 p.m.
- b. Agree to provide the cost of utilities, technology service and repair, pest control, lawn maintenance, routine janitorial and maintenance services for the two classrooms with bathrooms, office space, garage, and the paved roadway at the Safety City model on the time frame of the Facility Maintenance, Renovation, and Property Management Department. Safety and security issues must be addressed immediately; all other requests will be placed in the routine work order queue. Work orders not resolved in a timely fashion will be reviewed by both parties. Prior to the work being completed with an outside vendor, both parties will agree to follow the proper procedures of the organization that will be the responsible party. JCPS and Bates Elementary School are responsible for the upkeep and monitoring of safety/security items such as locks, doors, gates, windows, fences, badges in the aforementioned facility areas of Safety City.

2. Duties of Norton:

- a. Norton employees from Norton's Children's Prevention & Wellness Department will teach classes to students in attendance at Safety City.
- b. Agree to provide the education, supplemental educational items needed to support the curriculum at Safety City. This includes the staff, model cars, traffic lights, printed educational materials, garage tools, and picnic tables.
- c. For ADA accessibility, any new construction or building improvements must be in compliance with current codes.
- d. Norton will have state and federal background checks, and Kentucky child abuse and neglect checks, on file for all staff, agents, representatives, volunteers, and contractors

who will be at Safety City or Bates Elementary. Such background checks shall comply with the requirements set forth in KRS 160.380 and shall include national and state criminal history background checks by the Department of Kentucky State Police and the Federal Bureau of Investigation, and a letter provided by the individual from the Cabinet for Health and Family Services stating no findings of substantiated child abuse neglect and neglect records maintained by the Cabinet for Health and Family Services.

- e. Norton will notify the Principal of Bates Elementary of any visitors to the site outside of the mutually scheduled groups.
- f. Norton and JCPS will collaborate in the scheduling of Safety City. Safety City scheduling will be subject to a mutual agreement by Norton and the Principal of Bates Elementary.
- g. Acknowledges that JCPS retains the right to audit Norton's compliance with this agreement.
- h. Require all Norton employees/volunteers/contractors performing services during school hours, under this Agreement shall have on file with their organization, a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
 - i. Any conviction for sex-related offenses.
 - ii. Any conviction for offenses against minors.
 - iii. Any conviction for felony offenses, except as provided below.
 - iv. Any conviction for deadly weapon-related offenses.
 - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
 - vi. Any conviction for violent, abusive, threatening or harassment related offenses.
 - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- i. To the extent that JCPS facilities are closed to students, those facilities may also be unavailable to Norton. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities may not be available to Norton. JCPS will communicate to Norton regarding any days where the facility is completely unavailable. If the facility is available to Norton on a day when JCPS students are not in session, Norton understands and acknowledges that JCPS culinary and nursing services will be unavailable on those days.

3. Mutual Duties:

- a. Each party shall not discriminate based on race, color, national origin, age,

religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

- b. Each party agrees to comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the [Federal Family Educational Rights and Privacy Act \(FERPA\)](#), [Kentucky Educational Rights and Privacy Act \(KFERPA\)](#), the [Federal Health Insurance Portability and Accountability Act \(HIPAA\)](#) and [JCPS policies and procedures for volunteers and visitors entering JCPS facilities](#).
 - c. The respective administrative offices of JCPS and Norton who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.
4. **Term**: This Agreement is effective beginning September 17, 2025 and ending May 13, 2026. This agreement shall renew automatically for consecutive one-year periods thereafter, unless the Agreement is terminated in accordance with paragraph 5 below.
5. **Termination**: Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, Norton will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. JCPS may terminate this agreement immediately in the event of a student health or safety concern or a breach of paragraph 2.j above. In the event of an immediate termination, Norton shall not be permitted to continue to provide services after receipt of the notice of termination.
6. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and Norton.
7. **Independent Parties**: JCPS and Norton are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.
8. **Captions**: Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.
9. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and Norton concerning the Safety City and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **Severability**: If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.

11. **Counterparts:** This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.
12. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.
13. **Insurance:** Each party will maintain the types of insurance customary and appropriate in the amount necessary to cover its obligations and responsibilities under this MOA or required by law.
14. **Indemnification.** Subject to legal requirements and limitations applicable to JCPS, each party hereto (“**Indemnifying Party**”) shall indemnify, defend, and hold harmless the other party, its directors, officers, employees, and agents (“**Indemnified Party**”) from and against any claim, demand, loss, expense, cause of action, debt of liability, including reasonable attorney’s fees and settlements, to the extent arising out of or related to: (i) a breach of any of the Indemnifying Party’s representations, warranties, and agreements hereunder; and (ii) negligence, gross negligence, willful misconduct, or abandonment of the Indemnifying Party. The Indemnifying Party shall have the right to control the defense of a claim that is the subject of this Section, provided the Indemnified Party shall have the right to participate in such defense at the Indemnified Party’s own expense. Upon the Indemnifying Party’s request, the Indemnified Party shall reasonably cooperate in such defense, and the Indemnifying Party must reimburse the Indemnified Party for its actual expenses in providing such cooperation. The Indemnified Party shall provide the Indemnifying Party with prompt notice of any claim to which it is entitled to be indemnified, provided that any delay by the Indemnified Party in giving such notice shall not relieve the Indemnifying Party of its obligations, except to the extent the Indemnifying Party demonstrates actual damage caused by such delay. Notwithstanding the foregoing, no legal proceeding in which an Indemnified Party is named as a party shall be settled by the Indemnifying Party without the Indemnified Party’s prior written consent unless such settlement or compromise: (i) affects no substantive rights of any Indemnified Party; (ii) involves no admission of fault by any Indemnified Party; and (iii) creates no obligations or liabilities for any Indemnified Party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools:

Norton Healthcare, Inc.:

Name and Title

Dr. H. Brian Yearwood, Superintendent

Name and Title

Date: _____

Date: _____