

Memorandum of Understanding

Elizabethtown Independent Schools and Southeast Christian Church for Sheltering Facilities

This agreement is made and entered into between the **Elizabethtown Independent Schools ("EIS")** and **Southeast Christian Church ("SECC")** to establish a shelter site location and terms of use in the event of an evacuation of the students and staff of **Helmwood Heights Elementary School**.

EIS will make every effort to notify SECC of evacuation possibilities with as much notice as possible. Contact information between the two parties shall be maintained in a separate appendix and is considered confidential information and is not subject to public disclosure.

SECC agrees to open their building located at 600 North Dixie Avenue, Elizabethtown, Kentucky 42701 ("Shelter Location") to provide shelter and assistance to students and staff evacuated during emergency situations when the students and staff of Helmwood Heights Elementary School have a need to be sheltered. SECC has a capacity to accommodate approximately 455 people at the Shelter Location.

SECC understands that their organization will be responsible for opening the Shelter Location building and developing procedures for making the building accessible, including rest rooms and an area with phone and internet connection (if available) for Helmwood Heights Elementary School administrative personnel. Furthermore, EIS will provide supervision for all students and staff during the time that the facility is used as an emergency shelter site.

EIS agrees that it shall exercise reasonable care in the conduct of its activities in said facilities and further agrees to replace or reimburse SECC for any items, materials, equipment or supplies that may be used by the district in the conduct of its sheltering activities in said facilities.

EIS will be responsible for replacing, restoring or repairing damage occasioned by the use of any building, facilities or equipment belonging to SECC and will indemnify SECC from liabilities, claims, and damages asserted against SECC by reason of any accidents, injury or death of any person arising or resulting, directly or indirectly, from the use of SECC's property as contemplated by this MOU.

EIS agrees to provide public liability insurance issued by a company acceptable to SECC, with policy limits of \$1,000,000 for each person and \$1,000,000 for each accident and \$100,000 for property damage, to insure against the claims or damages mentioned in the paragraph above. SECC shall be named as an additional insured in such policy and shall be notified at least thirty (30) days prior to any modification or termination of the policy. EIS shall deliver to SECC written evidence of insurance reflecting the required coverage no later than ten (10) days prior to the effective date of this agreement and sent to jekrebs@secc.org with a copy to the contacts on the appendix.

EIS will reimburse SECC for any bona fide expenditure of personnel required to maintain the facility, including overtime costs, upon production of receipts or time sheets. EIS will not pay any operational or administrative fees to SECC.

EIS shall provide any and all releases of information to the press and media. Requests for interviews or information submitted to SECC shall be directed to EIS's Public Information Officer or the Superintendent of Schools.

Nothing in this MOU is intended to conflict with current laws or regulations of the United States of America, State of Indiana or local government. If a term of this MOU is inconsistent

with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

This MOU shall become effective on the last date signed below and may be modified upon the mutual written consent of the parties.

The terms of this MOU, as modified with the consent of both parties, shall be self renewable for a period of five (5) years from the end date of the MOU unless written termination is given by either party. Either party, upon sixty (60) days written notice to the other party, may terminate this MOU, at any time during the term or any renewal term.

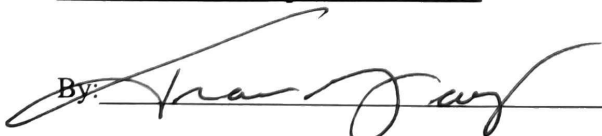
The parties hereby acknowledge the foregoing as the terms and conditions, as modified with the consent of both parties, of their understanding.

Southeast Christian Church of Jefferson County, Kentucky, Inc.

By: _____
Cynthia Coffee, General Counsel

Date : _____

Elizabethtown Independent Schools

By:  _____

Printed Name: _Travis Gay_____

Title: _Director of Student Services_____

Date: __3/28/23_____

Elizabethtown Independent Schools
Memorandum of Understanding
Sheltering and Evacuation Contact Information

Confidential - Not for Public Disclosure

Elizabethtown Independent Schools: Helmwood Heights Elementary School

School Address: 307 Cardinal Drive, Elizabethtown, KY 42701

School Phone: (270) 769-1328

Principal: Aaron Howell

Email: aaron.howell@etown.kyschools.us

Phone: 270-735-1134

Alternate: Travis Gay

Email: travis.gay@etown.kyschools.us

Phone: 502-598-9841

Approximate

Number of Students: 428

Number of Staff: 55 _____

Shelter Facility: Southeast Christian Church – Elizabethtown Campus

Address: 600 North Dixie Highway, Elizabethtown, KY 42701

Church Phone: (270) 506-4630

Occupancy Capacity: 455

Contact Person(s):

1st Name: Justin Blair, Campus Support

Email: jblair@secc.org Phone: (270) 506-4636

Cell: (502) 758-1698

2nd Name: Michael Kast, Campus Pastor

Email: mkast@secc.org Phone: (270) 506-4635

Cell: (502) 439-9305