

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Jefferson County Board of Education**  
**And**  
**Northeast Christian Church of Jefferson County, 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 Northeast Christian Church of Jefferson County, Inc. (hereinafter "NORTHEAST"), a Kentucky non-profit corporation located at 9990 Brownsboro Road, Louisville, Kentucky 40241.

WHEREAS NORTHEAST wishes to donate to Barret Traditional Middle School (hereinafter BARRET) new seating for the school auditorium;

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

**1. Duties of JCPS:**

- a. JCPS Facilities will review the plans for the new auditorium seats and must provide approval of the plans before work may begin.
- b. JCPS will maintain insurance coverage for any audio-visual equipment kept in the auditorium and will provide Northeast with an insurance certificate evidencing that coverage.

**2. Duties of NORTHEAST:**

- a. Submit a plan for the replacement of the auditorium seats in writing to JCPS Facilities for review and approval before the seats and equipment are purchased and installed.
- b. Select, purchase and install auditorium seats in the BARRET auditorium as agreed upon with the school and approved by JCPS Facilities by June 30, 2027.
- c. Submit a list of any audio-visual equipment to be kept in the auditorium and its value to BARRET, so the school may report the equipment to the JCPS Insurance Technician. JCPS will provide proof of insurance for the equipment to BARRET and NORTHEAST.
- d. BARRET will have full access to use the audio-visual equipment kept in its auditorium.
- e. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.

- f. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- g. NORTHEAST staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
- h. To the extent that JCPS facilities are closed to students such action shall not prevent Northeast from having events that have previously been approved via a facilities usage request unless the facilities are closed for safety reasons.

**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. The respective administrative offices of JCPS and NORTHEAST 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 shall be effective commencing on April 22, 2026 and shall terminate on June 30, 2027.

**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, NORTHEAST 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 breach of terms. In the event of an immediate termination, NORTHEAST 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 NORTHEAST.

**7. Independent Parties:** JCPS and NORTHEAST 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.

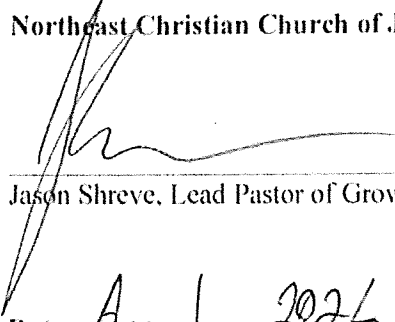
9. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and NORTHEAST concerning the NORTHEAST and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **Severability**: If a court of competent jurisdiction holds any provision of this 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.

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

**Jefferson County Public Schools:**

**Northeast Christian Church of Jefferson County, Inc.**

\_\_\_\_\_  
Brian Yearwood, Ed.D., Superintendent

  
\_\_\_\_\_  
Jason Shreve, Lead Pastor of Growth

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

Date: Apr 1, 2026