

**Memorandum of Agreement**  
**between**  
**Jefferson County Board of Education**  
**And**  
**Ulliman Schutte Construction, LLC**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered by and between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS"), with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218, and Ulliman Schutte Construction, LLC, an Ohio limited liability company whose address is 9111 Springboro Pike, Miamisburg, Ohio 45342 (hereinafter "USC"), (JCPS and USC are hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, USC is a leading company in the region wishing to provide support to Jefferson County schools through the Metropolitan Sewer District Community Benefits Program,

WHEREAS, USC has offered to donate tools, a storage connex, and construction materials for the Explore Pathways Hands-on Design and Construction Course valued at \$15,000 (listed in Attachment A, which is incorporated herein by reference), at Farnsley Middle School (hereinafter "Farnsley");

WHEREAS Farnsley teachers support every student in learning and mastering the content at each grade level, USC will also donate up to \$15,000 to the school for tables and workbenches for their engineering room.

WHEREAS, USC has offered to donate its professional time valued at \$8,000 to implement this Agreement and assist in the preparation for the Explore Pathways Hands-on Design and Construction Course;

WHEREAS, JCPS desires to accept the donation of the tools, storage connex, and construction materials, the monetary donation for the engineering room tables and workbenches and the professional time to support the Hands-on Design and Construction Course in the total amount of \$38,000.00.

NOW THEREFORE, the Parties agree that the terms and conditions herein shall control the donation and the use of Confidential Information (defined in Section 9):

1. USC ("USC") will begin no work until the donation has been approved by JCPS Facilities, and the members of the Jefferson County Board of Education (hereinafter the "Board") have authorized the project to begin after USC has demonstrated to the Board that USC has adequate

resources (both monetary and donated materials) to accomplish the donation without financial liability to the Board.

2. USC is contributing 100 hours of staff time (valued at \$80 per hour or \$8,000 total) to assist in the construction of shelves for the storage connex as coordinated with the Construction Course instructor.

3. USC will complete donation as approved by JCPS Facilities and the Board. USC shall at all times during the term of this Agreement comply with all applicable federal, state and local statutes, regulations, ordinances, rules and policies, and shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the renovation work.

4. The delivery of materials will be completed no later than June 30, 2023.

5. USC will maintain 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 naming the Board of Education as additional insured.

6. Upon completion of the donation as contemplated herein, USC will release all claims of ownership, and title to the donated items will vest in the Board. The Board shall thereafter have complete control of the donated items and the school will be responsible for all maintenance and repair.

7. To the extent permitted by Kentucky law, JCPS waives, releases and discharges USC from any and all claims for liability, including but not limited to, liability arising from the alleged negligence or fault of USC for failure or defect of the donated items, in whole or part, as well as any claims arising therefrom for death, disability, personal injury, property damage, or actions of any kind which may hereafter occur due to the use of the donated items by JCPS, its personnel, students, agents, contractors, other users or other parties and/or any of their representatives.

8. To the extent permitted by Kentucky law, JCPS shall indemnify, defend and hold USC harmless from any and all damages, costs, expenses, suits, liabilities or claims made by JCPS, its personnel, students, agents, contractors, representatives, other users or other parties arising in any manner related to the use of the donated items whether brought in tort, contract, law or equity.

9. Each Party may, as part of this donation, share certain information that is proprietary to that Party and/or maintained by that Party as confidential (hereinafter "Confidential Information") with the other Party. Each Party shall protect Confidential Information using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication thereof as it uses to protect its own proprietary and confidential information. Neither

Party shall use the Confidential Information except to further the purposes of this Agreement or as otherwise specifically authorized in writing by the Disclosing Party. Each Party may disclose the Confidential Information of the other Party only to those of its employees and employees of its affiliates who (a) need to know such information to perform its obligations, exercise its rights hereunder, or make necessary disclosures in its financial filings and (b) are bound by the obligations of confidentiality set forth herein (collectively, "Representatives"). An affiliate is an entity that controls, is controlled by, or is under common control with a Party. Under no circumstances, except as expressly set forth below, shall either Party reproduce, distribute or otherwise provide, directly or indirectly, any Confidential Information to any person or entity who is not a Representative, or make necessary disclosures in its financial filings without the consent of the Disclosing Party, provided:

a. JCPS can disclose Confidential Information to the extent that such disclosure is required under the Kentucky Open Records Law; and

b. No obligation is imposed with respect to information of the Disclosing Party which: (i) was rightly in the non-Disclosing Party's unrestricted possession prior to disclosure by the Disclosing Party; (ii) is or becomes a matter of public knowledge through no fault of the non-Disclosing Party; (iii) is rightly received by the non-Disclosing Party from a third party that has no duty of confidentiality to the Disclosing Party; or (iv) is independently developed by the non-Disclosing party without relying on the Confidential Information of the Disclosing Party; and

c. Each Party's duty under this Agreement to protect any Confidential Information of the other Party shall survive after the end of the term of this Agreement.

10. All employees, volunteers and contractors (including employees of contractors) of USC performing services on JCPS school premises during JCPS school hours under this Agreement are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

11. JCPS shall not sell, transfer and/or assign the donated items to any other party or otherwise place the same into the stream of commerce. Upon the end-of-use of the donated items, in whole or in part, JCPS may decommission donated items.

12. This Agreement shall be in effect for the period beginning September 14, 2022 and ending June 30, 2023.

13. This Agreement may be terminated by either Party with or without cause upon no less than thirty (30) days written notice to either Party. This Agreement may be terminated immediately by JCPS upon ten (10) business days written notice to USC for its failure to cure a material breach of this Agreement, after USC's receipt of written notice of the breach.

14. No waiver, alteration, or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by both JCPS and USC.

15. During the performance of this Agreement, USC shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the American Disabilities Act, and shall not discriminate against any JCPS employee, student or beneficiary of the project on the basis of 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.

16. In the performance of the duties and obligations imposed on each Party by this Agreement, it is mutually understood and agreed that USC is at all times acting as an independent contractor with respect to JCPS, and neither Party shall be construed to be an agent or representative of the other Party. Except as provided herein, JCPS shall not have any control or direction over the manner, methods or means by which USC completes its donation.

17. This Agreement contains the entire agreement between JCPS and USC and supersedes any and all prior agreements, representations and negotiations, either oral or written, between the Parties before the execution of this Agreement, but any other agreement executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect.

18. If any part of this Agreement is held to be void, against public policy or illegal, the balance of this Agreement shall continue to be valid and binding. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the Jefferson County, Kentucky, Circuit Court, and the Parties expressly waive the right to bring any legal action or claims in any other courts.

THE UNDERSIGNED ARE AUTHORIZED AGENTS OF THE PARTIES WITH  
AUTHORITY TO BIND THE SAME AND EACH OF THEM HEREBY CERTIFIES TO  
HAVE READ THIS AGREEMENT AND FULLY UNDERSTANDS AND AGREES TO ITS  
CONTENTS.

**JEFFERSON COUNTY BOARD OF EDUCATION:**

\_\_\_\_\_

Dr. Martin A. Pollio

Superintendent

\_\_\_\_\_

Date

**Ulliman Schutte Construction, LLC**



Eric Meister

Vice President

8/31/2022

Date

**Farnsley Middle School  
Supply List  
Explore Pathways - Hands-on Design and Construction Course**

Item	Description	Qty	Estimate	
			Cost/Item	Total
Storage	Shipping container	1	\$ 3,000.00	\$ 3,000.00
2x4s	Stud 2x4x8	200	\$ 8.00	\$ 1,600.00
Ply wood	4x8x.5 plywood	50	\$ 40.00	\$ 2,000.00
Miter saw	12" miter saw	1	\$ 400.00	\$ 400.00
Circular saw	7-1/4" w/ brake	2	\$ 125.00	\$ 250.00
Tape measure	25'	30	\$ 8.00	\$ 240.00
Coping saw		30	\$ 15.00	\$ 450.00
Saw and miter box		15	\$ 15.00	\$ 225.00
Cordless drill		10	\$ 150.00	\$ 1,500.00
Drill set		5	\$ 25.00	\$ 125.00
Tool carts	Open bottom for circular saws, etc	6	\$ 300.00	\$ 1,800.00
Adjustable Square	(Combination square)	60	\$ 15.00	\$ 900.00
Chalk line		6	\$ 15.00	\$ 90.00
Square	16"	4	\$ 15.00	\$ 60.00
Paint (quarts)				\$ 100.00
Paint brushes				\$ 40.00
Sealer				\$ 30.00
Stain				\$ 30.00
Screws				\$ 30.00
Lock & chain		1	\$ 100.00	\$ 100.00
Saw horses (foldable)		2	\$ 70.00	\$ 140.00
Extension cord (100')		1	\$ 80.00	\$ 80.00
Extension cord (50')		1	\$ 50.00	\$ 50.00
GFCI		2	\$ 30.00	\$ 60.00
Miter Saw Stand		1	\$ 300.00	\$ 300.00
Misc. Supplies				\$ 1,400.00
			<b>Total</b>	<b>\$ 15,000.00</b>