

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Jefferson County Board of Education**  
**And**  
Thieneman Construction, 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 Thieneman Construction, Inc. (hereinafter "THIENEMAN"), a corporation located at 17219 Foundation Parkway, Westfield, IN 46074.

WHEREAS THIENEMAN is a leading company in the region wishing to support JCPS schools through the Louisville Metropolitan Sewer District Community Benefits Program (hereinafter "CBP"); and

WHEREAS THIENEMAN has committed a \$30,700 combined contribution (\$11,500 in-kind and 240 volunteer hours totaling \$19,200 ) to purchase materials and install a greenhouse at Western High School; and

WHEREAS JCPS desires to accept the contribution and commitment to complete the greenhouse installation;

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

**1. Duties of JCPS:**

- a. JCPS will comply with all CBP reporting requirements outlined in Attachment A.
- b. JCPS Facilities will review the scope of work submitted by THIENEMAN and its subcontractor.

**2. Duties of THIENEMAN:**

- a. THIENEMAN and its subcontractor will complete the project as follows:
  - i. THIENEMAN and/or its subcontractor has submitted to JCPS a detailed scope of work for the greenhouse.
  - ii. THIENEMAN and/or its subcontractor will not begin work on the greenhouse installation until the scope of work has been approved by JCPS' Facilities and THIENEMAN and/or its subcontractor has demonstrated to JCPS that THIENEMAN and/or its subcontractor has adequate resources to complete the greenhouse installation without financial liability to JCPS.

- iii. THIENEMAN and/or its subcontractor shall have no claim of ownership, and title to the Renovation will vest in JCPS. JCPS shall have complete control of the completed Renovation, and the school will be responsible for all maintenance and repair.
- b. Acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
- c. If the performance of this Agreement involves the transfer by JCPS to THIENEMAN and/or its subcontractor of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), THIENEMAN and JCPS must manage the data transfer in accordance with FERPA requirements, and THIENEMAN agrees to the following conditions:
  - i. If THIENEMAN and/or its subcontractor requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to THIENEMAN and/or its subcontractor before the JCPS IRB-approved informed consent process has been executed. In this case, THIENEMAN and/or its subcontractor does not function as an exception under FERPA. THIENEMAN and/or its subcontractor are responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. THIENEMAN and/or its subcontractor must deliver copies of the signed authorization to JCPS upon request.
  - ii. If THIENEMAN and/or its subcontractor has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then THIENEMAN and/or its subcontractor shall:
    - (a) In all respects, comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and any other applicable state or federal law.
    - (b) Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than THIENEMAN and/or its subcontractor and its employees, volunteers, and agents, without prior approval of JCPS.

Disclosure shall be limited to only those employees, volunteers, or agents who are necessary for the fulfillment of this Agreement.

- (c) Require all employees, volunteers, and agents of THIENEMAN and/or its subcontractor to comply with all applicable provisions of FERPA with respect to any such data. THIENEMAN and/or its subcontractor shall require and maintain confidentiality Agreements with each employee, volunteer, or agent with access to data pursuant to this Agreement.
  - (d) Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. THIENEMAN and/or its subcontractor shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in this agreement.
  - (e) Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, agents, and/or the subcontractor of THIENEMAN necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
- d. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
- e. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- f. Acknowledges that JCPS retains the right to audit THIENEMAN and/or its subcontractor's compliance with this agreement.
- g. THIENEMAN and/or its subcontractor acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.
- h. Thieneman may use the name or logo of JCPS or the individual JCPS school in printed materials, websites, videos or social media without prior approval from JCPS.
- i. 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.

- j. Require all THIENEMAN and/or its subcontractor employees or volunteers performing services under this Agreement to have on file 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.
- k. THIENEMAN and/or its subcontractor shall require all staff and volunteers performing services on JCPS school premises during JCPS school hours under this Agreement 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 and neglect records maintained by the Cabinet for Health and Family Services.
- l. THIENEMAN and/or its subcontractor, staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.

**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 shall 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), the 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 THIENEMAN and/or its subcontractor 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 July 9, 2025 and shall terminate on December 31, 2025. The Agreement may be extended by mutual written agreement of JCPS and THIENEMAN .
- 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, THIENEMAN and/or its subcontractor 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, THIENEMAN and/or its subcontractor 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 THIENEMAN.
- 7. Independent Parties:** JCPS and THIENEMAN and/or its subcontractor 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.

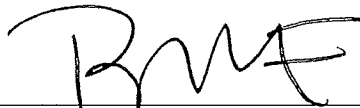
9. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and THIENEMAN concerning the THIENEMAN and/or its subcontractor and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **Severability:** If a court of competent jurisdiction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

THIENEMAN CONSTRUCTION, INC.:

\_\_\_\_\_  
Dr. H. Brian Yearwood, Superintendent

  
\_\_\_\_\_  
Bryan Egli, President

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

Date: 17 June 25

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>MJ Insurance, Inc.</b> <b>dba The MJ Companies</b> <b>PO Box 3430</b> <b>Carmel, IN 46082-3430</b>		<b>CONTACT NAME:</b> The MJ Companies <b>PHONE (A/C, No, Ext):</b> 317 805-7542 <b>FAX (A/C, No):</b> 317 805-7515 <b>E-MAIL ADDRESS:</b> certificate@themjcos.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> National Union Fire Ins Co. of Pitts	<b>NAIC #</b> <b>19445</b>
<b>INSURED</b> <b>Thieneman Construction Inc.</b> <b>17219 Foundation Pkwy</b> <b>Westfield, IN 46074</b>		<b>INSURER B :</b> Travelers Property Casualty Co. of Amer <b>INSURER C :</b> Allianz Global Risks US Insurance Co. <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	<b>25674</b> <b>35300</b>    

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	5489481	04/01/2025	04/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> PHYS DAMAGE	Y	Y	5309756	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	CUP1T956672	04/01/2025	04/01/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	87087517 3A STATES INCL: IN 3C STATES INCL: ND	04/01/2025	04/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	BUILDER'S RISK CONTRACT WORKS REPORTING FORM			MZI93082914	04/01/2025	04/01/2026	25,000,000 NON COMBUST 2,500,000 JOISTED MAS 2,500,000 FRM;\$5000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The additional insured and waiver of subrogation boxes above are marked based on the policy information shown below.

The Certificate Holder and others as defined in the written agreement and the General Liability additional insured endorsement 143526 02/22 (CG2010 07/04 equiv) / 143525 02/22 (CG2037 07/04 equiv) or 97838 04/08 (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

<b>Board of Education of Jefferson County</b> <b>ATTN: Insurance/Real Estate Dept</b> <b>3332 Newburg Road</b> <b>Louisville, KY 40218</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> 
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