

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. All USC staff shall follow all applicable JCPS policies and procedures while on JCPS property.

WHEREAS, USC shall donate \$287,500.00 to JCPS for the renovation at Portland Elementary School including grounds improvements, synthetic turf surfacing, a gaga pit, basketball goal, fence and gate, outdoor classroom with shade structure and patio, and allowances for parking lot painting and DGA installation as detailed in Construction Plans for the Portland Elementary School dated February 2026 as prepared by Heritage Engineering, LLC (hereinafter the "Renovation");

WHEREAS, JCPS desires to accept the \$287,500.00 donation to complete the Renovation.

NOW THEREFORE, the Parties agree that the terms and conditions herein shall control the donation and the use of Confidential Information (defined in Section 6):

1. No work shall commence until the plans for the Renovation have 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 provided its monetary donation.
2. USC is contributing 80 hours of staff time (valued at \$80 per hour or \$6,400 total) to assist JCPS in management of the Renovation.
3. USC shall have no claim of ownership, and title to the Renovation will vest in the Board. The Board shall have complete control of the Renovation and the school will be responsible for all maintenance and repair.
4. 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 Renovation, 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 Renovation by JCPS, its personnel, students, agents, contractors, other users or other parties and/or any of their representatives.

5. 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 Renovation whether brought in tort, contract, law or equity.

6. 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.

7. This Agreement shall be in effect for the period beginning April 1, 2026 and ending December 31, 2026.

8. 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.

9. 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.

10. 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.

11. 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:

Brian Yearwood, Ed.D

Superintendent

Date

Ulliman Schutte Construction, LLC



Eric Meister

Vice President

3/10/2026

Date