

SERVICE CONTRACT

This Service Contract (this “**Contract**”) dated as of the 20th day of April (the “Effective Date”), by and between EVOLVE YOUTH TRADES ACADEMY (“Evolve Academy”), a non-profit entity of the Commonwealth of Pennsylvania having offices at 1500 North 3rd Street Rear Entrance, Harrisburg, PA 17102, and the SUSQUEHANNA TOWNSHIP School District (the “District”), having administrative offices at 2579 Interstate Drive, Harrisburg, PA 17110 (collectively, the “Parties” and respectively, the “Party”).

WITNESETH:

WHEREAS the Susquehanna Township School District is a public school district located in the suburban area of Harrisburg, Pennsylvania; and

WHEREAS EVOLVE Academy provides certain vocational, educational skills for students, ages ten through twenty-five; and

WHEREAS the District desires to retain the experience, ability and educational skills of Evolve Academy for the purpose of providing workforce development for students in the areas of certain vocational industries to the District, and Evolve Academy desires to be so retained, in accordance with the terms of the Contract.

TERM OF CONTRACT

“Original Term” shall commence on _____, and terminate June 2, 2027.

Program: Evolve Academy shall provide workforce development and vocational training services to District Students (the “Program”), in accordance with the description set forth in and incorporated herein by reference as “Attachment A” (Mission) and “Attachment B” (Curriculum).

Place of Work: Reporting Time: Evolve Academy shall conduct activities with students primarily at the physical location of 1500 N. 3rd Street, Harrisburg, Pennsylvania 17102.

Fees /Payment: Following receipt of invoice from Evolve Youth Trades Academy, the District shall pay Evolve Academy for the number of students enrolling in the program at the rate of One Thousand, Eight Hundred dollars (\$1,800.00) per student, per semester. Invoices shall be submitted at the end of each District semester, as indicated by District calendar, and will be paid within 45 days of receipt.

Independent Contractor: Evolve Academy is, and at all times shall be, an independent contractor to the District. Evolve Academy, including any Evolve Academy representatives, shall not hold itself out as having any right, power or authority to create any contract or obligation, either expressed or implied, on behalf of, or in the name of the District, to bind the District, to pledge the credit of the District, and/or to extend credit in the name of the District, Evolve Academy, while performing services pursuant to this Contract, shall at all times act and perform as an independent contractor of the District for

any and all purposes whatsoever. No Evolve Academy representative shall be eligible to participate in any compensation plan, benefit program or entitlement provided by the District for or to the District's employees. Evolve Academy shall be exclusively responsible for the payment of all compensation to Evolve Academy representatives and employees, for the maintenance of employment records of Evolve Academy representatives and employees, for ensuring compliance with all laws related to Evolve Academy representatives and employees, and for employment decisions related to Evolve Academy representatives and employees. Evolve Academy shall not bring any action and shall hold harmless and provide the District with a defense against any and all claims alleging that the District is or was responsible for filing any documents and /or returns for the payment of withholdings, contributions and/or taxes, including but not limited to social security taxes and employer income tax withholding obligations, or that the District is or was responsible for the payment of compensation, providing of benefits and/or entitlements to Evolve Academy.

1. Background Checks: Good Standing:

- a. Background Checks: The Services provided for the District by Evolve Academy are contingent upon Evolve Academy having obtained and maintaining the following, in accordance with applicable law: criminal history background check reports, child abuse history clearance reports, Federal Bureau of Investigation criminal history record information, employment history review, and results of tuberculosis tests for each of its employees, officers, agents, servants, volunteers or subcontractors who will have direct contact with District students while performing any of the Services.
- b. Good Standing Representative: Evolve Academy represents that no Evolve Academy representative or employee involved in providing Services under the herein Contract has been convicted of, arrested for, nor indicted for, a crime related to public or charter school education, a crime listed in Pa. School Code Section 111 (24 P.S. § 111), or listed by a federal agency as debarred, excluded, or otherwise ineligible for participation in a public or charter school. Evolve Academy agrees to notify the District within seventy-two (72) hours in the event of any such convictions, indictment, listing or notification arising during an effective Term of this Contract. Upon receipt of such notice, or if the District otherwise becomes of such conviction, indictment, listing or notification, the District shall have the right to prevent such Evolve Academy representative from entering any facility where this Contract is being performed. Further, as a provider of contracted services, Evolve Academy shall notify the Superintendent any time that any of its agents or employees who are performing work on behalf of the District are either arrested or charged with a criminal offense as required in Pa. School Code Section 111. Such notice shall be provided in writing on form PDE-6004 and within seventy-two (72) hours of the arrest or conviction.

2. Ownership of Materials: The District will not own any of the intellectual property created, owned, claimed or controlled by Evolve Academy in connection with the performance of the Services under this Contract. Evolve Academy is a creator of intellectual property and Evolve Academy is a non-profit corporation that is heavily dependent on exploiting its own intellectual property. Should the District desire to own, claim or control intellectual property that is created, owned, claimed or controlled by Evolve Academy, an arrangement for such shall be affirmatively documented in a separated written Contract signed by both Parties, being other than the herein Contract.
3. Indemnification: To the extent permitted by law, each Party shall indemnify the other Party and any owners, officers, directors, employees and agents against any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, or cost or expense of any nature (including, without limitation, attorneys' fees and disbursements) incurred by the other Party in connection with any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal in which the other party may be involved as a party or otherwise, resulting from actual or alleged breach or neglect of duty, error, misstatement or misleading statement, gross negligence, negligence or any act of the Party in connection with any and all past, present or future Services performed by the Party under this Contract.
4. Insurance:
 - a. Comprehensive General Liability Insurance: Evolve Academy shall carry and be responsible for the cost and expense of its own comprehensive General Liability Insurance with reputable insurance carriers acceptable to the District, including product liability for personal injury and property damage with minimum limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.
 - b. Worker's Compensation: Evolve Academy shall carry Worker's Compensation insurance in compliance with all applicable laws.
 - c. Automobile Liability Insurance: Evolve Academy shall carry and be responsible for the cost and expense of automobile liability insurance for all vehicles operated by Evolve Academy or Evolve Academy's representatives, employees, subcontractors, or volunteers, and all such insurance shall be in full force and effect against risk of personal and property damage.
 - d. Professional Liability/Educators Liability/Malpractice/Errors and Omissions Insurance: Professional Liability/Educators Liability/Malpractice/Errors and Omissions Insurance with limits no less than the following: (a) \$3,000,000 General Aggregate; (b) \$3,000,000 Per Occurrence. Any such Professional Liability should include Employment Practices Liability including 3rd party employment practices. Limit of Liability: \$1,000,000.00. The professional

liability insurance shall cover errors and omissions, including professional liability assumed under this Agreement, which may be written on a claims-made basis.

- e. Excess Umbrella Liability: Excess/Umbrella Liability coverage in an amount not less than \$5,000,000 per occurrence. The Excess/Umbrella Policy shall schedule all underlying liability coverages required under this Agreement unless a separate \$10,000,000 limit is maintained for Professional Liability.
 - f. Directors and Officers Liability: Evolve Academy shall maintain Directors and Officers Liability Insurance in an amount not less than \$1,000,000.
 - g. Certificate of Insurance: Evolve Academy shall supply the District with a valid certificate of insurance evidencing the aforementioned insurance coverage within thirty (30) days of any modification or cancellation of said coverage.
 - h. Additional Provisions: All insurance policies required hereunder shall be primary and non-contributory with regard to the District's policies and shall be maintained in full force and effect for the Term. Each policy shall contain the provision that Evolve Academy shall provide thirty (30) days prior written notice given to the District in the event of cancellation, non-renewal, or material change to the insurance coverages. Within thirty (30) days of the Effective Date, certified copies of all insurance policies required by this Agreement shall be delivered to the School District for review. The insurance companies indicated as the carriers on the certificates shall be authorized to do business in the State of Pennsylvania, shall have an AM Best rating no less than "A-" and the carriers shall be acceptable to the District. The Receiver, School District, School Board, Chief Recovery Officer, officers, employees, volunteers, and agents shall be named as additional Insureds, with respect to all coverages, except Workers' Compensation and professional liability /malpractice insurance. Evolve Academy's liability insurance coverage shall be endorsed to state that its coverage will be primary to any other coverage available to the School Board and District and its officers, employees, and agents, and that no act or omission of the District will invalidate the coverage and that the insurance company waives subrogation against the District, and any of the District's officers, employees and agents.
5. Legal Authority: Evolve Academy and the District represent and warrant to one another that each has the legal right to enter into this Contract and to perform under the herein Contract in accordance with its terms without violating the rights of others or any applicable law and that each has not and shall not become a party to any other contract of any kind which conflicts with this Contract.

6. Nondiscrimination: The parties agree that, in the performance of this Contract, all Services will be provided without discrimination toward any student, employee, or other person regardless of their race, color, sex, age, religion, national origin, sexual orientation, marital status, disability or any other manner prohibited by law.
7. Licenses: All licenses and permits which may be necessary for Evolve Academy to perform the Services within the Commonwealth of Pennsylvania, shall be obtained and maintained at the sole cost and expense of Evolve Academy. In the event of any revocation lapse or suspension of any such licenses and /or permits, Evolve Academy shall immediately notify the District of such revocation, lapse or suspension, and Evolve Academy shall not render Services until such revocation, lapse or suspension has been cured.
8. Family Educational Rights and Privacy Act: The District is required to comply with all federal student record requirements as outlined in 20 U.S.C, 1232g and the regulations promulgated there under, 34 C.F.R. Part 99et seq. (commonly known as the Family Educational Rights and Privacy Act or “FERPA”), and in the IDEA regulations, 34 C.F.R. Part 300 et seq. The District hereby designates Evolve Academy representatives and employees who serve as teachers and teachers’ aides serving District students, pursuant to this Contract, as having a legitimate educational interest in records pertaining to the students they service, such that they are entitled access to such education records pursuant to FERPA. Both the District and Evolve Academy shall always comply with FERPA.
9. Notice: Any notice required to be given hereunder shall be sufficient if in writing and sent by certified mail, return receipt requested; registered mail; or overnight mail, with delivery confirmation, to:
 - a. For the District:
 - i. Susquehanna Township School District; Attn: Superintendent;
2579 Interstate Drive, Harrisburg, PA 17110, with a copy to:
 - b. For Evolve Academy:
 - i. 1500 North 3rd St., Rear Entrance; Harrisburg, PA 17102.
10. Controlling Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the conflicts of law principles thereof or of any other jurisdiction that would cause the substantive laws of any jurisdiction other than the Commonwealth of Pennsylvania to apply.
11. Entire Agreement: This Contract constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, agreements, and contracts between the Parties, whether written or oral. This Contract may be amended, supplemented, or changed only by a subsequent contract in writing signed by both Parties.

12. Severability: If any term of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, then this Contract, including all remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
13. Amendments: No amendment or waiver of any provision of this Contract shall be effective unless in writing signed by both Parties, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
14. Counterparts; Electronic Signatures: This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Contract by electronic means shall be as effective as delivery of a manually executed counterpart of this Contract.

IN WITNESS WHEREOF, this Contract is effective as of the date first above written.

SUSQUEHANNA TOWNSHIP SCHOOL DISTRICT

By: _____

Name:

Title:

EVOLVE YOUTH TRADES ACADEMY. INC

By: _____

Name: Patricia Robinson

Title: CEO