

SERVICES AGREEMENT

This service agreement (the "agreement" or "Contract") is made **October 19th, 2026**, by and between the **Girard School District**, a school district organized pursuant to the laws of the Commonwealth of Pennsylvania, with a principal location of **1203 Lake Street, Girard PA 16417** here forward known as the "School District" and SOLVEDT ENTERPRISES, INC. a CORPORATION with a principal place of business at 5511 Woodside Drive Erie, PA 16505 here forward known as the "Contractor".

WHEREAS the School District periodically engages third-party contractors to provide services to the School District; and

WHEREAS the School District has determined that Contractor provides services (the "Services") that satisfy the needs of the School District in this matter; and

WHEREAS the School District and the Contractor are desirous of memorializing the terms and conditions of their relationship regarding the Services in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth, and intending to be legally bound hereby, the School District and the Contractor mutually agree as follows:

1. Recitals. The above recitals are incorporated as if more fully set forth herein.
2. Services. Subject to the terms and conditions set forth in this Agreement, the School District engages the Contractor to carry out the services, which are more particularly described on the Statement of Work, attached hereto, and incorporated into this Agreement as Exhibit A.
3. Qualifications. Contractor hereby certifies to the School District that it, or its employees, hold(s) all necessary qualifications and/or certifications which may be required to provide the Services.
4. Term. The term of this agreement shall begin on July 1, 2026, and end on June 30th, 2027 (the "Term"), unless the term is terminated sooner by the School District or Contractor as provided in this agreement.
5. Fee. As compensation and consideration for the satisfactory performance of the Services carried out by the Contractor hereunder, the School District shall pay the Contractor a total fee as expressed in Exhibit A.
6. Invoices. The Contractor shall submit timely invoices to the School District via email on a monthly basis. The Contractor shall submit its final invoice for the Agreement no later than thirty (30) business days after the final date of the Term. All invoices shall include an itemization of schools and students of record per invoice. The School District shall have no obligation to make payment to the Contractor before receipt of an invoice that conforms to the requirements of this Agreement. The contractor may recover reasonable collection costs, attorney fees, and court costs associated with collection of unpaid balances.
7. Insurance. The Contractor shall, at its own expense, procure and maintain the types and minimum limits of insurance specified below covering the Contractor and the performance of the Services. The Contractor shall procure all insurance solely from insurers acceptable to the School District. In no event shall the Contractor commence performing the Services for the School District until the Contractor has delivered to the School District all required Certifications of Insurance described below. The Contractor shall name the School District as an additional insured on its general liability insurance policy, and they shall provide the Certificate Insurance evidencing the same. The Contractor shall carry the following types of insurance during the course of this Agreement and provide the School District with copies of the same upon request:
 - a. Workers' Compensation Insurance- limits shall be the statutory limits under Pennsylvania Law.
 - b. General Liability Insurance- limits of \$1,000,000 per occurrence, \$4,000,000 in the aggregate.
 - c. Automobile Liability Insurance- limit of \$1,000,000 per occurrence (if applicable).
 - d. Professional Liability Insurance- limit of \$1,000,000 (if applicable).
 - e. Abuse and Molestation – with a limit of at least \$1,000,000
8. Clearances. If requested the Contractor shall provide the School District with all clearances for employees who will provide Services under this Agreement, as required by the Pennsylvania Public School Code of 1949, at 24 P.S. §1-111, as amended, and the Child Protective Services Law, at 23 Pa.C.S §6354 *et seq.*, as amended.

9. Non-Discrimination. The School District is an equal opportunity employer under applicable law and requires the same of the Contractor. As such, the Contractor, for itself, its officers, agents, and its employees, covenants and agrees that it shall not discriminate against or intimidate any employee or other person on account of age, race, color, sex, sexual orientation, gender, handicap, disability, religious creed, ancestry, national origin, or veteran status.
10. Taxes. Contractor understands and acknowledges that the School District is exempt from payment of all state and local sales and use tax. Contractor agrees that it shall utilize a Pennsylvania Exemption Certificate provided by the School District as may be permitted by law to avoid unnecessary payment of any tax by the School District. The School District shall complete or provide copies of Pennsylvania Exemption Certificate for Contractor as reasonably required.
11. Emergency Medical Release Provision. In the event of a medical emergency involving a transported student, Contractor and its employees are authorized to contact emergency services and take reasonable actions necessary to protect the health and safety of the student until appropriate medical personnel arrive.
12. Indemnification.
 - a. The Contractor shall indemnify, defend, and hold harmless the School District, its officers, employees, agents, and any affiliated third parties, from and against any and all losses and expenses, including, but not limited to, litigation and settlement costs and attorney's fees and costs, claims, suits, action, damages and liability for or on account of actual or alleged loss of life, bodily injury, personal injury, damage to property, or the use of facilities or equipment furnished to or by the Contractor ("Claim"), that arise out of or are related to the negligence, performance or non-performance of the Services by the Contractor or the Contractor's employees, agents, subcontractors, assignees, independent contractors, or servants under this Agreement. Indemnification is excluded for claims arising from the indemnified party's own negligence. To the extent that both School District and Contractor are responsible for a Claim, liability shall be based upon a proportionate share of each party's responsibility for the Claim. Principles of comparative responsibility shall apply.
 - b. If the Contractor receives notice of a legal claim against it in connection with or in any way related to the Agreement, the Contractor shall (1) submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by its applicable insurance policy and (2) within seven business days of receipt of notice of the claim, give notice of such claim to the School District.
 - c. The indemnification clause above shall not bar on the School District, its officers, employees, agents, and affiliated government organizations from utilizing the statutory governmental, official, and other immunity provided pursuant to the Pennsylvania Political Subdivision Tort Claims Immunity Act, at 42 Pa.C.S. §8501 *et seq.*, as amended.
13. Default: Notice and Cure: Remedies.
 - a. Event of Default. Each of the following constitutes an Event of Default by the Contractor or School District under this Agreement and can impact indemnification:
 - i. Failure to comply with any term, covenant, or condition set forth in this Agreement.
 - ii. The (a) filing for bankruptcy, (b) making any assignment for the benefit of creditors, (c) consent to the appointment of a trustee or receiver, (d) insolvency, as defined under applicable law, or € the filing of insolvency petition against the Contractor under the Federal Bankruptcy Code or any similar state or federal law, said petition remaining un-dismissed for a period of forty-five (45) days.
 - iii. Default of the Services by the Contractor under this Agreement.
 - iv. Any material misrepresentation in this Agreement or otherwise made by the Contractor or School District directly in connection with the decision to execute, deliver, or perform.
 - v. Indictment of or other issuance of formal criminal charges against the Contractor or School District, any of their directors, employees, or agents that perform contracted services.
 - vi. Failure of the School District to disclose known information concerning the students serviced under this Agreement including but not limited to: criminal or civil litigation, behavioral records, medical conditions, elopement history, aggression, self-harm risks, restraint requirements, transportation plans, or other information materially affecting transportation

safety. Failure to disclose the information described in this paragraph 13 (a)(vi) shall relieve Contractor from liability arising from such undisclosed risks.

- b. **Notice and Cure.** If the Contractor or School District commits or permits an Event of Default, the non-defaulting party shall notify the party in default in writing of the determination that an Event of Default has occurred. The party in default shall have ten business days after receiving that notice to correct the Event of Default.
 - c. **Remedies.** If the defaulting party does not cure the Event of Default within the abovementioned period allowed, then the non-defaulting party may, without further notice or demand to the defaulting party, invoke and pursue any or all of the following remedies:
 - i. Terminate this Agreement by giving a Notice of Termination.
 - ii. Perform, or retain a third party to perform the Services under this Agreement, in whole or in part. The non-breaching party is entitled to recover the reasonable cost of performance.
 - iii. Commence legal proceedings, including, but not limited to, a legal or equitable action for breach of the Agreement.
 - iv. Parties are entitled to recover actual damages. Neither party shall be responsible for indirect, consequential, punitive, special or exemplary damages.
 - v. If a lawsuit is filed, the prevailing party is entitled to recover reasonable attorney's fees and expert witness fees.
14. **Termination.** In addition to termination pursuant to paragraph 13, the School District and/or Contractor may terminate this Agreement, for its convenience, in its sole discretion, upon forty-five (45) days' prior written Notice of Termination to the Contractor or the School Districts of said termination of this Agreement, without penalty, cost or liability to the School District or Contractor. If the School District terminates this Agreement, the School District shall pay the Contractor for all services satisfactorily completed before the effective date of the Notice of Termination.
15. **Confidentiality.** In the event either party receives any information from the other party that should reasonably be considered to be confidential, the receiving party shall maintain such information in a secure format and shall only use such information for the benefit of the disclosing party and in performance of the Services contemplated herein. This provision shall survive the termination of this agreement. Contractor shall maintain all student records, transportation records, medical information, behavioral information, and personally identifiable information in compliance with FERPA and all applicable federal and state privacy laws. Such information shall only be used for purposes directly related to transportation services under this Agreement.
16. **Non-Assignment.** The Contractor acknowledges that the Services provided under this Agreement constitute personal and/or professional services of the Contractor. The Contractor shall not assign this Agreement, nor delegate the Services provided under this Agreement without the express, prior written consent of the School District, which consent the School District may grant or deny in its sole discretion.
17. **Independent Contractor.** The school District has engaged the Contractor as an independent contractor under this Agreement to carry out the Services, and neither the Contractor nor any of the Contractor's officials, agents, or employees shall in any way or for any purpose whatsoever be deemed an agent or employee of the School District. Neither the Contractor nor any of its officials, agents, or employees constitute employees of the School District, and these identified individuals shall have no right to receive any School District employee benefits, or any other privileges available to School District employees.
18. **Notices.** All notices required to be sent pursuant to this Agreement by registered or certified mail, to the party at the address specified below:

IF TO DISTRICT:

Attention: _____

With a copy to:

_____ Attention: _____

IF TO CONTRACTOR:

SOLVEDT Enterprises, Inc.
5511 Woodside Drive
Erie, PA 16505

With a copy to:

MacDonald, Illig, Jones & Britton LLP
Attention: Thomas A. Pendleton, Esq.
100 State St., Suite 700
Erie, PA 16507

19. Right-to-Know Law. The Pennsylvania Right-to-Know Law (the "RTKL"), 65 P.S. §§ 67.101 -67.3104, as amended or replaced, applies to this Contract. Unless Contractor provides School District, in writing, with the name and contact information of another person, School District shall notify Contractor using the information provided in this Contract if the School District needs Contractor's assistance in any matter arising out of the RTKL. Contractor shall notify School District in writing of any change in the name of the contact information within a reasonable time prior to the change.

Upon notification to the Contractor that the School District has received a request for records under the RTKL which pertains to the Services contemplated by this Contract, the Contractor shall fully assist the School District in responding to the request. Such assistance shall include, at minimum, providing the School District, within five (5) business days, access to, and copies of, any document or information arising out of the Contract in the Contractor's possession that the School District deems a Public Record ("Requested Information") and providing such other assistance as the School District may request.

If the Contractor fails to provide the Requested information to the School District within the required time period, the failure shall be considered an event of default, and the Contractor shall pay, indemnify and hold the School District harmless for any damages, penalties, detriment or harm that the School District may incur as a result of the Contractor's failure, including reasonable attorney's fees incurred by the School District in the administration of the Right-to-Know Request and any appeal therefrom.

If any party refuses to supply Requested Information, and the Pennsylvania Office of Open Records or the Pennsylvania Courts determine that a record in the possession of the other party is of public record, in addition to the forgoing, liquidated damages of \$100 per day will be assessed for each calendar day beyond the date requested to provide the record by the Pennsylvania Office of Open Records, or upon appeal, the Pennsylvania Courts. The duties under this section shall survive the termination or satisfaction of this Contract and as long as the party has Requested Information in its possession.

When appropriate based upon the content of the Requested Information, the School District shall request a 30 day extension of the response data of the request.

20. Binding Effect. This Agreement, and all the terms and conditions herein, shall extend to and be binding upon the parties hereto, and upon their respective heirs, executors, administrators, successors, and assigns.
21. Venue and Governing Law. This Agreement is interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any disputes arising under this Agreement shall be brought before the Court of Common Pleas of Erie County or the United States District Court for the Western District of Pennsylvania.
22. Force Majeure. Notwithstanding anything to the contrary contained herein, neither party shall be liable to the other for any delays or failures in performance of obligations hereunder resulting from acts of war, civil unrest or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, weather, loss of data due to power failures or mechanical difficulties, labor difficulties, pandemic or the effects of a national, state or local emergency as declared by the appropriate elected official(s) of the jurisdiction (each, a "Force Majeure"), Notwithstanding the foregoing, in the event of a Force Majeure, and to the extent permitted, practicable or possible, each party agrees to make a good faith effort

to perform its obligations hereunder and/or to negotiate an addendum to this Agreement to reflect an amended Scope of Work and compensation therefore. If either party is unable to perform due to a Force Majeure, neither party is obligated to perform during the period affected by the Force Majeure.

23. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such holding shall not affect or impair any other terms, covenants, or conditions of this Agreement, which the parties hereby deem severable, and which shall remain in full force and effect.
24. Entire Contract. This Agreement constitutes the entire contract between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, signed by all parties.
25. Survival. Any and all provisions of this Agreement regarding confidentiality of FERPA records shall survive and be enforceable after the expiration or termination of this Agreement.
26. Heading. Section headings in this Agreement shall serve for reference only and shall not in any way affect the meaning or interpretation of this Agreement.
27. Counterparts. The parties may execute and deliver this Agreement in any number of counterparts, each of which the parties shall deem an original and all of which shall constitute, together, one and the same.

IN WITNESS WHEREOF, the School District and the Contractor, intending to be legally bound hereby, have executed, and delivered this Agreement as of the day and year set forth above.

ATTEST:

Girard School District

_____, Secretary

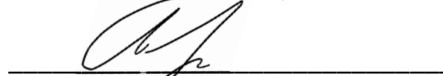
_____, President

ATTEST:



Kimberly Faulkner, CEO

SOLVEDT ENTERPRISES, INC.



Alisia Faulkner-Lunger, President

EXHIBIT A

The Contractor shall furnish vehicles that conform to the standards for school transportation vehicles approved by the Pennsylvania Department of Transportation. They shall meet the equipment and safety standards established by the Pennsylvania Department of Transportation. Vehicles shall conform to all provisions of the laws of the Commonwealth and shall be in good mechanical and sanitary condition.

School vehicle operators shall meet all the regulations of the Bureau of Driver Licensing of the Pennsylvania Department of Transportation regarding application, age, fitness, competence, conduct, licensing, and physical examinations. Such operators shall have passed periodically administered physical, drug, and alcohol examinations. All vehicle operators are in compliance with required certifications and clearances. The School District shall be responsible for the cost of repairs, cleaning, decontamination, replacement, or restoration resulting from intentional damage caused by a student beyond ordinary wear and tear including vandalism, broken windows, seat cutting, tire damage, and/or biohazard cleaning.

To transport students under this Agreement for the **Girard School District**, the Contractor requires in writing all pertinent student information from the School District's transportation coordinator. Including (but not limited to); the students' name, address where the student resides, location of pick-up and drop-off for each segment of transportation, school address, program name, bell times, available flex times, a viable phone number with the name(s) of the contact person(s) who will be responsible for getting the student on/off the vehicle at the residence and assigned school, translators for communication/language barriers, pertinent behavioral records, safety concerns, and requests for safety equipment used prior or newly requested to ensure safe and successful transportation.

The Contractor reserves the right to suspend, cancel, or deny services for students when students or their parents/guardians or anyone acting on their behalf fail to follow the Contractor's policies and procedures. The Contractor reserves the right to immediately suspend transportation for any student whose conduct creates an imminent threat to the safety of the driver, other students, or the public. Additionally, any verbal abuse, threats, harassment, stalking, physical intimidation, or interference with transportation operations by parents, guardians, caregivers, or family members may result in immediate suspension or termination of transportation services pending review by the Contractor and School District.

The Contractor retains sole discretion regarding routing, sequencing, scheduling, vehicle assignment, and driver assignment necessary to safely and efficiently provide transportation services. The student transportation will be provided strictly to the designated addresses provided by the School District transportation coordinator. Changes to a student's transportation locations or times are only permitted through email communication and written approval by the transportation coordinator of the School District. The driver will not deviate from the designated route except in the event of an emergency. No persons other than the contracted school students or assigned personnel shall be transported in a contracted vehicle unless designated, in writing, by the School District. The Contractor, any of the Contractor's officials, agents, or employees shall not in any way or for any purpose whatsoever be deemed liable for passengers personal or School District issued educational belongings brought onto the vehicles. Transportation services shall be canceled, delayed, or modified whenever the resident district, attending district, program provider, Contractor, or local emergency management officials determine that weather or roadway conditions create an unsafe operating environment.

The School District shall compensate the Contractor for these Services as follows: In accordance with item #6 of this contract, payment of invoices is required within thirty (30) days of receipt by the School District. Unpaid invoices will be considered in arrears after the thirtieth (30th) day following submission and a late fee of 5% per unpaid contract will be assessed. Invoices exceeding sixty (60) days without payment will result in additional late fees as deemed appropriate and reasonable by the Contractor until full payment is received. Suspension of transportation Services is the right of the Contractor after ninety (90) days in arrears. Termination of any Contracted service requires a minimum forty-five (45) day notice, in writing, to the transportation coordinator for the School District and any above-mentioned contractual member set forth in this Agreement.

2026-27 School Year Rates

Standard capacity school vans are registered with a seating capacity of 7 including 1 driver, 1 front seat approved occupant, and 5 rear occupants. School van rates are each billed monthly to the district at the rate of **\$2.63/mile** for daily runs over 45 miles or **\$126.00/day** for runs under 45 miles per day.

Handicap accessible LIFT school vans (Wheelchair ADA Compliant) are registered with a seating capacity of 1 driver & 2 wheelchairs. These vans are each billed at the rate of **\$3.13/mile** for daily runs over 45 miles or **\$154/day** for runs under 45 miles per day.