



PROFESSIONAL SERVICE AGREEMENT

This service agreement (the agreement) is made, by and between, Transportation & Residency Specialists, LLC and MERIDIAN SCHOOL DISTRICT, with District offices located in Stillman Valley, ILLINOIS.

THE PARTIES AGREE AS FOLLOWS:

Scope of Services

1.1 Transportation & Residency Specialists, LLC will provide MERIDIAN SCHOOL DISTRICT, with Professional Services as mutually agreed upon and described in the attached Statement of Work. All Professional Services to be provided hereunder will be referred to as services. The parties may use this agreement for multiple statements of work. Each statement of work must reference this agreement.

1.2 Statements of Work will be written documents setting forth at a minimum:

- a. A complete, sufficiently detailed description of the types of services to be rendered.
- b. The applicable billing rates for the services to be rendered (service fees).
- c. Any additional terms and conditions to which the parties may agree.

1.3 The parties contemplate that it may be desirable to make changes to the statement(s) of work. Before performing any work associated with any such change, a written change order shall set forth the necessary revisions to the statement(s) of work, and the parties, shall agree in writing that such work constitutes a change from the original statement of work, as amended, and that they further agree to the change provisions set forth in the change order. Each change order shall be numbered serially and executed by Transportation & Residency Specialists, LLC and MERIDIAN SCHOOL DISTRICT.

1.4 Executive staff of MERIDIAN SCHOOL DISTRICT and Transportation & Residency Specialists, LLC will review the status of the services, statement(s) of work, change orders, invoices and estimates as may be required. A written status report and/or presentation may be provided regarding the review as requested by MERIDIAN SCHOOL DISTRICT. Transportation & Residency Specialists, LLC and MERIDIAN SCHOOL DISTRICT agree to execute and maintain copies of these status reports, if applicable.

Obligations

2.1 MERIDIAN SCHOOL DISTRICT will provide other support services as both the company and Transportation & Residency Specialists, LLC subsequently agree.



Service Fees and Expenses

3.1 MERIDIAN SCHOOL DISTRICT shall be responsible for all service fees and expenses as identified in the applicable statement(s) of work (and change orders, as applicable) as those services are provided.

3.2 Transportation & Residency Specialists, LLC will invoice MERIDIAN SCHOOL DISTRICT for the service fees twice per calendar month (on or about the 15th and 30th of each month) or as otherwise agreed to by the parties. MERIDIAN SCHOOL DISTRICT agrees to remit full payment to accounts payable promptly upon its receipt of the invoice.

Term and Termination

4.1 This agreement shall commence as of the agreement date below and shall remain in force until either party cancels the agreement.

Proprietary Rights: Confidential information

5.1 Transportation & Residency Specialists, LLC agrees that the work products from the services provided to MERIDIAN SCHOOL DISTRICT shall be owned by MERIDIAN SCHOOL DISTRICT. Nothing contained in this section 5.1 shall be construed as prohibiting Transportation & Residency Specialists, LLC from utilizing in any manner, knowledge and experience of a general nature acquired in the performance of services for MERIDIAN SCHOOL DISTRICT.

5.2 Confidential information includes all information identified by a disclosing party as proprietary and confidential, which confidential information shall remain the sole property of the disclosing party unless the ownership of such confidential information is otherwise expressly set forth in the agreement. Items will not be considered confidential information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the confidential information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

5.3 Each party agrees that it shall not use for any purpose or disclose to any third party any confidential information of the other party without the express written consent of the other party. Each party agrees to safeguard the confidential information of the other party against use or disclosure other than as authorized by or pursuant to this agreement through measures, and exercising a degree of care, which are at least as protective as those, Transportation & Residency Specialists, LLC or MERIDIAN SCHOOL DISTRICT, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the



circumstances. Each party shall permit access to the confidential information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this agreement.

5.4 Each party acknowledges that the wrongful use or disclosure of confidential information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees, or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

Warranties

6.1 Transportation & Residency Specialists, LLC warrants that the services to be provided under this agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. MERIDIAN SCHOOL DISTRICT agrees that Transportation & Residency Specialists, LLC's sole and exclusive obligation with respect to the services covered by this limited warranty shall be, at Transportation & Residency Specialists, LLC 's sole discretion, to correct any such nonconformity.

General Provisions

7.1 The relationship of MERIDIAN SCHOOL DISTRICT and Transportation & Residency Specialists, LLC is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.

7.2 No delay, failure, or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this agreement to the extent caused by force majeure.

7.3 Any assignment in violation of these terms is void.

7.4 Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise.

7.5 All communications between the parties with respect to any of the provisions of this agreement shall be in writing, and shall be sent by personal delivery or e-mail to MERIDIAN SCHOOL DISTRICT or to Transportation & Residency Specialists, LLC as set forth in the preamble of this agreement, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

7.6 The validity of this agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the state of Illinois; provided, however, that if any provision of the agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this agreement shall otherwise remain in full force. After arbitration, as specified in Section 7.4, any suit to enforce any provision of this agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in Illinois. Transportation & Residency Specialists, LLC and MERIDIAN SCHOOL DISTRICT agree and consent to the venue in and to the in-person jurisdiction of the aforementioned courts.

7.7 Any modification or amendment of any provision of this agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this agreement, or the waiver by any party of any breach of this agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this agreement. All provisions of this agreement which by their own terms take effect upon the termination of this agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 6, 7) shall survive such termination.

7.8 This agreement, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing services to MERIDIAN SCHOOL DISTRICT. MERIDIAN SCHOOL DISTRICT hereby acknowledges that it has not reasonably relied on any other representation or statement that is not contained in this agreement or made by a person or entity other than Transportation & Residency Specialists, LLC. To the extent, if any, that the terms and conditions of



MERIDIAN SCHOOL DISTRICT orders or other correspondence are inconsistent with this agreement, this agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the agreement date below.

Employer Information:

Company name: MERIDIAN SCHOOL DISTRICT

Representative name: Heather Alderks

Job title: Director of Safety & Operations

Signature:

Date:

Company information:

Transportation & Residency Specialists, LLC

Representative Name: JIM LOVELACE, PRESIDENT

Signature:

Date: May 16, 2025

Amendment: This agreement is voluntarily entered into and is at-will. That is, either party is free to terminate the Professional Service Agreement at will, at any time, with or without cause. Nothing contained in any company documents shall in any way modify this at-will policy, and the at-will policy cannot be modified in any way by oral or written representation made by anyone employed by MERIDIAN SCHOOL DISTRICT. Upon termination of this agreement, Transportation & Residency Specialists, LLC must return all documentation, equipment or other materials provided by MERIDIAN SCHOOL DISTRICT during the term of this agreement.

Statement of Work

This statement of work is made effective as of the date of the signatures by and between Transportation & Residency Specialists, LLC and MERIDIAN SCHOOL DISTRICT.

Description of Services:

MERIDIAN SCHOOL DISTRICT is requesting services to assist with review of the previous year's State of Illinois Transportation claim to ensure the district is maximizing their reimbursable dollars to the fullest extent possible. This will require, at a minimum, review of previous claims documents (number to be determined), accounting policies and procedures and review of expenditures and revenues of the Transportation Fund (fund 40) as well as specific Operation Fund accounts (Fund 20). Additional items may be requested as needed.



Billing Rate

Hourly rate \$100 for all hours worked.

10% of any increase to the Transportation Claim. This will be calculated as an annualized amount utilizing the sum of all four categories on line 23 E of the claim and compared to the previous year. The corresponding amount will be billed at the conclusion of the review and will be based on the initial claim submission amount.

Estimated total: TBD

Additional Terms and Conditions:

Estimated completion date: TBD

Hourly expenses not to exceed : \$2000

This statement of work serves as an exhibit to the Professional Service Agreement.

Agreed and Accepted:

Company name: MERIDIAN SCHOOL DISTRICT

Representative name: Heather Alderks

Job title: Director of Safety & Operations

Signature:

Date:

Company Name: Transportation & Residency Specialists, LLC

Representative Name: JIM LOVELACE, PRESIDENT

Signature:

Date: May 16, 2025