

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter "Agreement") is between Translation Station, Inc. _____ (hereinafter "INDEPENDENT CONTRACTOR"), with its principal place of business at 1834 Independence Square, Dunwoody, GA 30338 and the DeKalb County School District (hereinafter "DCSD"), with its principal place of business at 1701 Mountain Industrial Blvd, Stone Mountain, Georgia 30083. INDEPENDENT CONTRACTOR and DCSD are referred to herein jointly as the "Parties" and individually as a "Party." In consideration of the mutual agreements and covenants set forth herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby covenant and agree as follows:

A. ENGAGEMENT: Subject to the terms and conditions of this Agreement, DCSD hereby retains INDEPENDENT CONTRACTOR, as an independent contractor, to provide the Services (as described below), and INDEPENDENT CONTRACTOR hereby accepts such engagement to provide the Services to DCSD.

B. SERVICES: The INDEPENDENT CONTRACTOR agrees to perform the services (hereinafter referred to as the 'Services') as outlined in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference.

1. Performance of Services. INDEPENDENT CONTRACTOR (a) will supply all tools and materials necessary to perform the Services under this Agreement; (b) use its best efforts to furnish the Services to DCSD as and when requested or as otherwise required hereunder; (c) will perform the Services in a good, workmanlike and professional manner, in accordance with all applicable industry customs and standards and with the same degree of skill and care which others would exercise in like circumstances; (d) will provide such warranties as are consistent with industry customs and standards or as otherwise expressly required hereunder; (e) act with prudence and diligence in the performance of the Services; (f) act in good faith and in the best interests of the DCSD in the performances of the Services; and (g) devote such time, energy and abilities as is necessary to perform the Services in a timely and productive manner. Any tangible materials or other deliverables (whether tangible or intangible) to be produced for to or delivered to DCSD as part of the Services will be of merchantable quality and free from defects in materials and workmanship. Subject to any other written agreement between INDEPENDENT CONTRACTOR and DCSD, INDEPENDENT CONTRACTOR is free to engage in other independent contracting activities, provided that INDEPENDENT CONTRACTOR does not engage in any such activities which are inconsistent with or conflict with INDEPENDENT CONTRACTOR's Services for DCSD, or that so occupy INDEPENDENT CONTRACTOR's attention as to interfere with the proper and efficient performance of the Services.

2. Supervision of INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR represents and warrants that it has the knowledge, training, skills and resources necessary to perform the Services. INDEPENDENT CONTRACTOR acknowledges and agrees that DCSD shall retain the right to require certain results and/or deliverables in conformity with this Agreement or which meet or exceed the requirements hereof. INDEPENDENT CONTRACTOR will determine, and is solely responsible for, the means, method and details in connection with the performance of the Services. INDEPENDENT CONTRACTOR further acknowledges and agrees that DCSD shall not exercise any control over the time, manner, means or methods of INDEPENDENT CONTRACTOR's performance of the Services.

C. TERM: The Term of this Agreement is for the period from the Start Date to the End Date set forth below. As required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed, but shall be automatically renewed for the subsequent calendar year during the term unless DCSD terminates this Agreement as set forth herein. For the avoidance of doubt, the End Date may not be more than one (1) year from the Start Date and in no event shall the Term hereof exceed one (1) year.

Start Date: July 1, 2026

End Date: June 30, 2027

1. **Termination for Convenience.** DCSD may terminate this Agreement at any time, for any (or no) reason, upon thirty (30) days prior written notice to INDEPENDENT CONTRACTOR. In such event, DCSD shall pay INDEPENDENT CONTRACTOR for all Services performed prior to termination.

2. **Termination for Breach.** In the event INDEPENDENT CONTRACTOR breaches any term or condition of this Agreement, DCSD shall provide written notice to INDEPENDENT CONTRACTOR thereof. Should INDEPENDENT CONTRACTOR fail and/or refuse to cure such breach within seven (7) days of its notification thereof, DCSD may terminate this Agreement for cause. In such event, DCSD shall pay INDEPENDENT CONTRACTOR for all Services performed prior to termination, less any damages incurred (or reasonably expected to be incurred) by DCSD in connection therewith.

3. **Return of Materials; Delivery of Deliverables.** Within three (3) business days of the termination of this Agreement, INDEPENDENT CONTRACTOR will deliver to DCSD all documents, materials, data and information gathered, developed or created by INDEPENDENT CONTRACTOR prior to the termination of this Agreement. Under no circumstances shall INDEPENDENT CONTRACTOR assert any lien or other claim over or relating to any such documents, material, data and information.

4. **Time Periods.** Any reference to "day" used in this Agreement shall mean a calendar day, unless otherwise specified.

D. **SERVICE FEES:** Subject to the provisions of Section E below, INDEPENDENT CONTRACTOR shall be paid the following fee for the Services: (check the appropriate compensation plan and complete blanks)

- ☐ A fixed, lump-sum amount of \$ 500,000.00 paid upon completion of above services, OR
☐ \$ _____ per hour; maximum hours are to be _____.
☒ Unless this box is checked and a payment schedule, rate sheet, or fee structure is attached hereto as **Exhibit B** and incorporated herein, DCSD shall make payment for all Services upon final completion thereof.

E. **MAXIMUM CONTRACTED AMOUNT:** The total amount of payments by DCSD, including all fees, travel, or other expenses under this Agreement shall not exceed \$ 500,000.00 (hereinafter this amount is referred to as the "Maximum Contracted Amount"). The Maximum Contracted Amount shall not be modified unless otherwise agreed in a written amendment hereto. No adjustment to the Maximum Contracted Amount shall be made unless there is a change in the scope or time for performance of the Services. The Maximum Contracted Amount shall be supported by a quote, invoice, or rate sheet, provided by the INDEPENDENT CONTRACTOR, outlining the basis for its calculation and attached hereto as **Exhibit B**, which is incorporated herein by reference.

1. **Invoices.** INDEPENDENT CONTRACTOR shall prepare and submit to DCSD invoices for payment of all charges. Each invoice shall be in such detail and in such format as DCSD may reasonably require. As a condition precedent to all required payments under this agreement and/or Payment Schedule, the Independent Contractor shall submit to DCSD for review and approval, invoices detailing the specific work performed for which payment is requested, in a form acceptable to DCSD. Required payment under this Agreement shall only be for actual work performed by the Independent Contractor and shall only be pursuant to invoices reviewed and approved by DCSD.
2. **Maximum Amount.** DCSD shall not be obligated to pay any amount in excess of the Maximum Contracted Amount for all Services under all invoices.

3. **Payment Not Acceptance.** Neither payment by DCSD nor DCSD's receipt of the Services shall constitute acceptance of any defective Services.

- F. **INDEPENDENT CONTRACTOR RELATIONSHIP:** It is mutually understood, acknowledged and agreed that the parties intend to create and are creating an independent contractor relationship under this Agreement. INDEPENDENT CONTRACTOR is an independent contractor for all purposes, having the right to exercise independent judgment as to the time, place, and manner of performing the Services hereunder. INDEPENDENT CONTRACTOR is not subject to the control of DCSD except as set forth herein. INDEPENDENT CONTRACTOR is not authorized to enter into any agreement or incur any debt or obligation on behalf of DCSD and is not authorized to otherwise act on behalf of DCSD or to hold itself out as an agent of DCSD. Under no circumstances shall INDEPENDENT CONTRACTOR or any of INDEPENDENT CONTRACTOR's employees, look to DCSD as his/her/its employer, or as a partner, agent or principal of INDEPENDENT CONTRACTOR.
- G. **NO BENEFITS:** INDEPENDENT CONTRACTOR acknowledges that INDEPENDENT CONTRACTOR is not eligible for or entitled to participate in any benefits provided by DCSD to its employees, regardless of the length of INDEPENDENT CONTRACTOR'S relationship with DCSD and regardless of whether INDEPENDENT CONTRACTOR is held to be a common-law employee of DCSD for any purpose. Neither INDEPENDENT CONTRACTOR, nor any of INDEPENDENT CONTRACTOR's employees, shall be entitled to any benefits made available to DCSD's employees, including, but not limited to, health insurance, workers' compensation, disability insurance, vacation or sick pay. Accordingly, with full knowledge and understanding of the foregoing, INDEPENDENT CONTRACTOR hereby expressly waives any claim or right that INDEPENDENT CONTRACTOR may have, now or in the future, to such benefits and agrees not to make any claim for such benefits. INDEPENDENT CONTRACTOR shall be responsible for providing, at INDEPENDENT CONTRACTOR's expense, and in INDEPENDENT CONTRACTOR's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.
- H. **TAXES AND REPORTING:** INDEPENDENT CONTRACTOR is solely responsible for the payment of all federal, state and local income taxes, self-employment taxes, Social Security taxes, Medicare taxes, workers' compensation premiums, unemployment taxes, and any other similar obligations arising from the performance of the Services or receipt of the fees hereunder. DCSD will not withhold any income or social security taxes from any fees payable to INDEPENDENT CONTRACTOR hereunder and will not pay any such taxes for or on behalf of INDEPENDENT CONTRACTOR. DCSD shall report all fees paid to INDEPENDENT CONTRACTOR to the Internal Revenue Service (and other taxing agencies) on Form 1099 or other equivalent forms. INDEPENDENT CONTRACTOR acknowledges and agrees that it is solely responsible for the reporting of all fees payable hereunder as income and for payment of all taxes due thereon. INDEPENDENT CONTRACTOR agrees to indemnify DCSD and hold it harmless from any and all obligations imposed on DCSD to pay any taxes or insurance premiums, including the interest and penalties thereon, in connection with any payments made to INDEPENDENT CONTRACTOR by DCSD pursuant to this Agreement. INDEPENDENT CONTRACTOR agrees to pay, and to indemnify and hold DCSD harmless from, any tax imposed by any governmental authority with respect to either or both of any payment to be made by DCSD under this Agreement or any item to be delivered by INDEPENDENT CONTRACTOR to DCSD under this Agreement, including, but not limited to, sales, use, excise, value added, withholding, or similar tax or any fees and penalties or interest associated with any of the foregoing.

1. **ACA Compliance.** If INDEPENDENT CONTRACTOR is an individual, INDEPENDENT CONTRACTOR agrees that he/she is not an employee of DCSD for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. ("ACA"), or for any other purpose. INDEPENDENT CONTRACTOR agrees that he/she will be responsible for all compliance and reporting requirements under the ACA and certifies that he/she has their own individual health plan coverage. INDEPENDENT CONTRACTOR agrees that he/she shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns

required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government. INDEPENDENT CONTRACTOR retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of INDEPENDENT CONTRACTOR's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

2. **ACA Reporting.** With respect to ACA compliance obligations, INDEPENDENT CONTRACTOR acknowledges and agrees that: a. INDEPENDENT CONTRACTOR is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD; b. INDEPENDENT CONTRACTOR is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers; c. If requested by DCSD in connection with any governmental audit or inquiry, INDEPENDENT CONTRACTOR will cooperate in furnishing DCSD with detailed information on assigned workers as reasonably needed for DCSD to respond to such audit or inquiry, and at no additional charge; d. In addition to any existing indemnification obligations set forth in this Agreement, INDEPENDENT CONTRACTOR agrees to reimburse DCSD for any penalty or tax imposed against DCSD with respect to any assigned worker, and to indemnify and hold harmless DCSD against all liabilities, penalties and fees that may be imposed upon DCSD, under Internal Revenue Code Section 4980H(a) or (b); *provided* that DCSD will provide prompt notice to INDEPENDENT CONTRACTOR of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and INDEPENDENT CONTRACTOR will cooperate fully with DCSD in contesting such assessment and accepting responsibility for its assigned workers.

- I. **NOTICES:** All notices shall be in writing, be deemed served on the date on which they are actually received, and shall be served by personal delivery, or United States First Class Mail, properly addressed with postage prepaid, or a nationally recognized overnight courier/delivery service, electronic mail transmission, or telephonic facsimile transmission. Invoices or Notices of Termination of this Agreement shall be served directly upon DCSD or INDEPENDENT CONTRACTOR, as the case may be, addressed as set forth below.

DCSD's address and its contact person are:

DeKalb County School District
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: Office of Legal Affairs, Contract Administration

With a copy to the Undersigned

DeKalb County School District
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: Undersigned Representative

INDEPENDENT CONTRACTOR's address and its contact person are:

Translation Station, Inc.
1834 Independence Square
Dunwoody, GA 30338

Attention: Lindsey Cambardella

- J. **WORKING RELATIONSHIP:** INDEPENDENT CONTRACTOR agrees that DCSD's designated representative for the purpose of this Agreement is authorized by DCSD to act on its behalf. INDEPENDENT CONTRACTOR will consult with DCSD's representative before finalizing recommendations or taking action at key decision points. INDEPENDENT CONTRACTOR shall fully cooperate with DCSD, and DCSD's

representative or designee. Such cooperation shall include, without limitation, providing any requested information to DCSD's representative and advising, meeting with, consulting with, and coordinating with DCSD's representative.

1. **Employees.** DCSD shall have the right, at its sole discretion, to demand and require INDEPENDENT CONTRACTOR to remove any employee or subcontractor working on any provision of this Agreement and to replace the employee or subcontractor without cost or liability to the DCSD.

2. **Communication.** For purposes of safety and otherwise, INDEPENDENT CONTRACTOR, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with DCSD's representative and with INDEPENDENT CONTRACTOR's employees, agents, representatives, and subcontractors.

3. **Protection of IT Assets.** INDEPENDENT CONTRACTOR shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by INDEPENDENT CONTRACTOR or any entity or person under INDEPENDENT CONTRACTOR's supervision or control, do not harm, or allow harm, to DCSD's computers, systems, networks, and technology. INDEPENDENT CONTRACTOR shall take any and all measures possible to protect DCSD's computers, systems, networks, and technology from viruses and other malicious codes.

K. **DEFECTIVE OR NON-CONFORMING SERVICES:** If the Services fail to meet the standards set forth in this Agreement, DCSD may elect to have INDEPENDENT CONTRACTOR re-perform, at no cost to DCSD, any of the Services which fail to meet said standards where: (a) such failure appears during the performance of the Services or within one (1) year from the date of completion of the Services, and (b) DCSD notifies INDEPENDENT CONTRACTOR of any such failure within sixty (60) days of the time that the failure becomes apparent. This paragraph shall not be interpreted to limit the right of DCSD to pursue and obtain any and all other remedies against INDEPENDENT CONTRACTOR at law or in equity.

L. **DCSD WARRANTY:** INDEPENDENT CONTRACTOR acknowledges that it shall be entitled to rely on the accuracy of information supplied by DCSD or any of DCSD's contractors or consultants to be provided by DCSD hereunder. Except for the foregoing warranty, DCSD makes no other warranties, whether express or implied.

M. **WORK FOR HIRE:** To the extent that the Services involve the creation or development of custom, proprietary materials for DCSD which are specially ordered and commissioned by DCSD hereunder and are subject to copyright, INDEPENDENT CONTRACTOR agrees that the Services are performed as a "work for hire" as that term is defined under U.S. copyright law, and that as a result, DCSD will own all copyrights in any and all materials or other deliverables resulting from or provided in conjunction with the Services. INDEPENDENT CONTRACTOR agrees to perform such Services in a diligent and workmanlike manner. The content, style, form and format of any such work for hire shall be completely satisfactory to DCSD and shall be consistent with DCSD's standards. INDEPENDENT CONTRACTOR hereby grants DCSD the right to use, and to license others to use, the name, voice, signature, photograph, likeness, and biographical information of the INDEPENDENT CONTRACTOR and its employees in connection with the Services being provided. This includes, but is not limited to, any materials, deliverables, or works made for hire that are created as part of or in relation to the Services..

N. **OWNERSHIP OF WORK PRODUCT:** Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created or procured by INDEPENDENT CONTRACTOR or its subcontractors in connection with the performance of Services hereunder shall be the property of DCSD. In entering into this Agreement, INDEPENDENT CONTRACTOR hereby transfers to DCSD all right, title, and interest, including the copyright, in and to such work product except that, with respect to any standard or non-customized software incorporated into the work product,

INDEPENDENT CONTRACTOR shall grant to DCSD only a license to use such software. All original technical data, evaluations, reports and other work product of INDEPENDENT CONTRACTOR shall be delivered to DCSD upon the completion, cancellation or termination of services under this Agreement within three (3) business days of such completion, cancellation or termination. INDEPENDENT CONTRACTOR may retain one (1) copy of all documents produced by it for its permanent file.

- O. ACCOUNTING AND RECORD KEEPING:** INDEPENDENT CONTRACTOR shall maintain a system of accounting and record keeping for all Services. Further, INDEPENDENT CONTRACTOR will allow DCSD's inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Agreement.
- P. BACKGROUND CHECKS:** If INDEPENDENT CONTRACTOR or any personnel/subcontractors of INDEPENDENT CONTRACTOR will have contact with students or will perform services in buildings or in close proximity to students, then a Background Check is required for each person providing said Services. Such background check shall be the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the INDEPENDENT CONTRACTOR. Additionally, any charges against the INDEPENDENT CONTRACTOR, or personnel, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the personnel named in the check result, not provide services to DCSD premises. Any failure of the INDEPENDENT CONTRACTOR, or personnel, to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between INDEPENDENT CONTRACTOR and DCSD.
- Q. COMPLIANCE WITH LAWS:** INDEPENDENT CONTRACTOR shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies in the performance of the Services including, but not limited to, all laws governing health, safety, the protection or preservation of the environment, OSHA requirements, and occupational licensing.
- R. IMMIGRATION COMPLIANCE:** INDEPENDENT CONTRACTOR certifies its compliance with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, O.C.G.A. § 13-10-90 *et seq.* INDEPENDENT CONTRACTOR warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify", and agrees that if it contracts for the physical performance of services by others hereunder, it shall do so only with firms or persons who present an affidavit as required by O.C.G.A. § 13-10-91.

*****INDEPENDENT CONTRACTOR MUST SIGN AND RETURN THE E-VERIFY AFFIDAVITS BEFORE ANY PAYMENT CAN BE MADE HEREUNDER*****

- S. EQUAL EMPLOYMENT OPPORTUNITY:** INDEPENDENT CONTRACTOR will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. INDEPENDENT CONTRACTOR will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- T. CONTINGENCY FEES:** INDEPENDENT CONTRACTOR represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Agreement or any contract with DCSD, and that it has not and shall not pay any person other than its own principals and employees

any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement or any other contract with DCSD.

- U. SUBCONTRACTORS:** INDEPENDENT CONTRACTOR shall manage all work and services performed under this Agreement. INDEPENDENT CONTRACTOR shall not, unless DCSD consents in writing thereto, subcontract all or part of the Services or otherwise assign, whether by operation of law or otherwise, any of the rights, duties or obligations of INDEPENDENT CONTRACTOR hereunder. In the event DCSD consents in writing to any such subcontracting or assignment, the rights and obligations of INDEPENDENT CONTRACTOR shall not be released or diminished thereby. All of INDEPENDENT CONTRACTOR's subcontractors shall be directly responsible to INDEPENDENT CONTRACTOR and shall be under INDEPENDENT CONTRACTOR's direct supervision. INDEPENDENT CONTRACTOR shall be as fully responsible and accountable to DCSD for the acts and omissions of INDEPENDENT CONTRACTOR's subcontractors and of persons either directly or indirectly employed by any subcontractors in the performance of services under this Agreement as INDEPENDENT CONTRACTOR is for the acts and omissions of persons it directly employs. Other than DCSD being a third-party beneficiary to any agreement between INDEPENDENT CONTRACTOR and its subcontractors, no other contractual relationship between DCSD and any subcontractor is created by any provision contained in this Agreement. If INDEPENDENT CONTRACTOR utilizes subcontractor(s) with respect to this Agreement, then INDEPENDENT CONTRACTOR will require subcontractor(s) to comply with all terms and conditions of this Agreement including but not limited to the insurance requirements. INDEPENDENT CONTRACTOR shall require all subcontractors to supply a certificate of insurance as required herein before the subcontractor commences any work.
- V. SUCCESSORS AND ASSIGNS:** INDEPENDENT CONTRACTOR shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of DCSD. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.
- W. INSURANCE:** INDEPENDENT CONTRACTOR and all subcontractors and consultants, shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for INDEPENDENT CONTRACTOR during the term of this Agreement. On the date INDEPENDENT CONTRACTOR signs this Agreement, INDEPENDENT CONTRACTOR shall provide DCSD with (i) an endorsement from the insurer naming the DeKalb County School District and the DeKalb County Board of Education with the address of 1701 Mountain Industrial Blvd. Stone Mountain, Georgia 30083, as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. A copy of the Certificate of Insurance shall be attached to **Exhibit C** and affixed hereto. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as DCSD requests.

The insurance requirements of this Agreement are:

Type of Insurance	Coverage Limits
Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence

In accordance with GA Code § 34-9-1, if INDEPENDENT CONTRACTOR has 3 or more employees, INDEPENDENT CONTRACTOR shall provide Workers' Compensation Insurance in the amounts of the statutory limits established by The General Assembly of the State of Georgia.

INDEPENDENT CONTRACTOR waives all rights, including rights of subrogation, against the DeKalb County Board of Education, DCSD and their respective members, officers, employees, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Services. The limits of the coverage as agreed upon by the Parties shall not be construed as a limit on INDEPENDENT CONTRACTOR'S potential liability to DCSD.

- X. INDEMNIFICATION:** Consistent with applicable law, INDEPENDENT CONTRACTOR agrees to hold harmless and indemnify the DeKalb County Board of Education, DCSD, their respective members, officers, employees, agents and representatives (hereinafter the "Released Parties") from and against any and all liabilities, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses, including legal fees, costs and expenses incurred in and about investigation, defense or prosecution thereof, arising out of the performance of the Services by the INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR further agrees to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action incurred or suffered by INDEPENDENT CONTRACTOR from events over which the Released Parties exercise no control, including Acts of God, strikes, government restrictions or other force majeure events.

Y. CONTRACT ADMINISTRATION:

1. **Waiver.** Failure of DCSD to insist in any one or more instances on performance of any of the terms and conditions of this Agreement, or to exercise any right or privilege contained in this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

2. **Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of the State of Georgia. In the event of any dispute arising out of this Agreement or the performance of Services hereunder, each of the parties irrevocably submits to the exclusive jurisdiction and venue of the Superior Court of DeKalb County, Georgia with respect to any litigation in connection therewith.

3. **Counterparts.** This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. A scanned or photocopy of an original signature shall be deemed an original for purposes of this Agreement.

- Z. CAPTIONS:** The headings in this Agreement are for the convenience of the Parties hereto and shall in no way affect the construction or interpretation of this Agreement or any part hereof.

AA. ENTIRE AGREEMENT: This Agreement (including any exhibits and schedules hereto) constitutes the entire and exclusive agreement between the Parties with reference to this contract and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This Agreement may be amended only by a writing signed by both DCSD and INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR acknowledges that DCSD does not, and will not be deemed to, waive this condition precedent under any circumstances and that no employee or agent of DCSD is authorized to waive this requirement.

- BB. CONFIDENTIAL INFORMATION:** INDEPENDENT CONTRACTOR, and all its consultants and subcontractors, agree to keep confidential all information, records and documents obtained from DCSD or created on behalf of DCSD in connection with the performance of the Services. Such confidential information includes, but is not limited to, data collected by INDEPENDENT CONTRACTOR and any student information, including but not limited to, student test scores, student test results, student attendance records, student assessments or student grades. INDEPENDENT CONTRACTOR agrees not to use any confidential information received for any purpose other than in connection with the services provided herein. INDEPENDENT CONTRACTOR agrees to limit disclosure of the confidential information to its employees, officers, directors, affiliates and

consultants with a bona fide need to know, but only to the extent necessary in connection with the services. All individuals receiving access to the confidential information must previously have entered into a confidentiality agreement with INDEPENDENT CONTRACTOR or otherwise be bound under terms at least as restrictive as those contained herein. INDEPENDENT CONTRACTOR understands and agrees that DCSD must comply with the Georgia Open Records Act O.C.G.A. § 50-18-70 (the "Act") and release public documents as defined by the Act upon request, including this Agreement and all records prepared and maintained in relation to this Agreement.

- CC. TERMS AND CONDITIONS:** The terms and conditions located at <http://www.dekalbschoolsga.org/vendor-information> are hereby incorporated into and made a part of this Agreement. In the event of any conflict between the terms and conditions and the provisions of this Agreement, the terms of this Agreement shall prevail.

[Signatures appear on following page]

DEKALB COUNTY SCHOOL DISTRICT USE ONLY

Int. Student Screening Center - Department 7130

School/Department Name and Location Number

Charge Code

<u>FUND</u>	<u>FUNCTION</u>	<u>PROJECT</u>	<u>OBJECTIVE</u>	<u>LOCATION</u>	<u>PROGRAM</u>	<u>FACILITY</u>	<u>DIVISION</u>	<u>FUTURE</u>
100	2100	530000	07711	7130	9990	6015	094	0000

Department of Exceptional Education

100.1000.530000.00011.7340.2021.8010.094.0000
100.1000.530000.22711.7320.9990.8010.094.0000

THE ABOVE TERMS AND CONDITIONS ARE AGREED TO AND ACCEPTED BY:

INDEPENDENT CONTRACTOR

BY: 

PRINT NAME: Lindsey Cambardella

TITLE: CEO

DATE: 04/22/2026

DEKALB COUNTY SCHOOL DISTRICT

BY: _____

NAME: Dr. Norman C. Sauce III

TITLE: Interim Superintendent of Schools

DATE: _____



Exhibit A

Scope of Work

Prepared for DeKalb County School District

Effective 7/1/2026

Interpretation and Translation services on an as needed basis, as requested by DeKalb County School District.

Exhibit B

Interpretation Rates and Terms Prepared for Dekalb County School District

Effective 7/1/2026

GA Base Rates (8:00am-5:00pm, Monday - Friday)	Per Hour Cost
Spanish	\$53.00/hour
All Other Languages**	\$64.00/hour
Rare Languages (marked with ¹ on the Language List)	\$80.00/hour
Mayan & Indigenous Languages (marked with * on the Language List)	Per quote
Premium Rates	
Title I (no mileage charged for Title I jobs)	+\$20.00/hour
After Hours and Federal Holidays	Waived for DCSD

See Language List, attached, for languages included in each tier

****We will do our best to accommodate most other languages at this rate, however, some languages not included in our list may also require a quote (for client approval) at the time of scheduling.**

Minimums: An estimated duration from the client is required to ensure that the interpreter is available for the duration of the event, though a 2-hour minimum is required for all jobs lasting up to 4 hours. In order for an interpreter to set aside longer amounts of time, longer minimums are required:

- For jobs estimated to last from 4 to 6 hours, a 3-hour minimum applies
- For jobs estimated to last up to 6+ hours, a 4-hour minimum applies
- Increments over the minimum are rounded up to the next half hour

Premium Rates: No mileage is billed for Title I jobs; therefore rates are higher to cover mileage costs.

Travel Time: For onsite interpretation, travel time may apply for travel from outside of the metro Atlanta area (to be agreed upon in advance, on a case-by-case basis). If a local interpreter can be secured, no travel time will be charged.

Reimbursements: Reimbursement of all mileage (to/from the assignment) and any parking charges incurred during the course of the assignment will be charged to the client. Mileage reimbursement is set at the current federal reimbursement rate at the time of the assignment.

Cancellation Policy:

- In the event that a customer cancels an assignment less than 24 business hours prior to the scheduled start time of the assignment, the applicable minimum will be billed (including premiums, but not including travel time or mileage, unless the interpreter has already left for and/or arrived for the interpretation, then travel time and mileage may apply).
 - For example, an assignment at 10am on Monday must be cancelled before 10am on Friday to avoid cancellation fees.
- Inclement Weather: In the event you are forced to cancel due to inclement weather, you will not be billed for the assignment as long as Translation Station, Inc. receives notice from you of the cancellation. If a report of closure is not reported by you to Translation Station, Inc.,

This document contains confidential trade secrets as defined by O.C.G.A. § 10-1-761 and may not be disclosed to third parties without prior written consent from Translation Station.



interpreters remain scheduled for the assignment and you will be billed for the services. This can include travel time and mileage if an interpreter shows on site due to lack of communication.

List of Languages for Spoken Interpretation

Note: This language list reflects the languages that are available in most markets as of 05/01/2026, in addition to Spanish and ASL. Please contact us if you need a language not listed below as our available languages fluctuate on an ongoing basis as our resources are developed. Our team is very skilled in locating interpreters upon request. Please also note that not every language is available at all times and in every location.

Please note:

- “**All Other Languages**” are all languages without an asterisk (*) or a one (¹)
- Languages indicated with a one (¹) qualify for our “**Rare Languages**” rate for Dekalb County School District.
- Languages indicated with an asterisk (*) are “**Mayan & Indigenous Languages**” which fall outside our standard rate structure and will require a custom quote at the time of scheduling due to the extremely limited number of resources available. Unlisted languages will also be quoted at the time of scheduling.

Achi*	Cantonese	Finnish
Afar¹	Catalan	Flemish
Afrikaans	CDI	French
Akan	Cebuano (Filipino)	French Canadian
Akateko*	Chaldean	Fujianese (Taiwan)
Albanian	Cherokee*	Fukienese
Amharic	Chichakha¹	Fulani¹
Anuak¹	Chichewa (Malawi)	Fuzhou
Apache¹	Chin	Ga
Arabic	Chinese¹	Gaelic
Aramaic	Chuj*	Georgian
Armenian	Chuukese*	German
Ashanti	Croatian	Gio¹
Assyrian	Czech	Greek
Azari	Dan¹	Gujarati
Bambara	Danish	Haitian-Creole
Bari	Dari (Afghan)	Hakha (Chin)
Bassa	Dinka¹	Hakka (Chinese)
Belarusian	Dutch¹	Hausa
Bembe (Kibembe)	Dzongkha (Tibetan)	Hebrew
Bengali	Edo (Bini)	Hindi
Berber	English	Hindko
Bhutanese	Equipment	Hmong
Bilen¹	Estonian	Hokkien
Bosnian	Ewe (Eve)¹	Hungarian
Bravan¹	Falam	Icelandic
Bulgarian	Falam-Chin	Igbo
Burmese	Faroese	Ilocano
Cambodian (Khmer)	Farsi (Persian)	Ilongo

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Indonesian	Marshallese*	Sinhalese ¹
Italian	Masalit	Sizang ¹
Ixil (Ishil)*	Matu	Slovak
Jakaltek (Jakalteko Popti)*	Mina ¹	Slovenian
Jakaltek (Jakalteko)*	Mixtec*	Somali
Jamaican	Mizo	Soninke (Serahuli) ¹
Japanese ¹	Moldavian	Sudanese
Kachin	Mongolian	Swahili
Kamba	Montenegrin	Swedish
Kanjobal*	Navajo*	Sylheti
Kannada	Nepali	Tagalog (Filipino)
Karanga	Newari	Tai Dam
Karen	Norwegian	Tai Lue
Karenni ¹	Nuer	Taiwanese
Kikongo	Nzema ¹	Tajik
Kikuyu (Gikuyu)	Oromo	Tamil ¹
Kinyarwanda	Otomi*	Tamil (of India) ¹
Kirundi	Pabanadiri	Tedim
KiSwahili ¹	Palauan*	Telugu
Korean	Papiamentu	Thai
Kosrae*	Pashto (Afghan)	Tigre
Krahn ¹	Patois ¹	Tigrinya (Eritrean)
Krio	Pidgin English ¹	Toisanese ¹
Kunama	Pohnpeian*	Tongan
Kurdish	Polish	Training (English)
Kurdish (Bahdinany)	Portuguese	Tshiluba
Kurdish (Sorany)	Pothwari	Turkish ¹
Kurmanji	Punjabi	Twi
languages	Q'eqchi' (Kekchi)*	Tzotzil*
Lao	Quechua*	Ukrainian
Latin	Quiche (K'iche)*	Urdu
Latvian	Rohingya ¹	Uzbeki ¹
Lautu Chin	Romani (Gypsy)	Vietnamese
Liberian	Romanian	Visiyan
Lingala	Russian	Woleaian*
Lithuanian	Saho ¹	Wolof
Mabaan	Samoa	Yakurr
Macedonian	Samoan	Yapese*
MaiMai (Maay-Maay)	Sango ¹	Yoruba ¹
Maithili	Senghalese (Singhalese)	Zaghawa ¹
Malay ¹	Serbian	Zo
Malayalam ¹	Serbocroatian	Zomi Chin
Mam*	Shan	Zotung
Mandarin	Shanghaiese	Zulu
Mandingo (Mandinka) ¹	Shona	
Marathi*	Sindhi (Sendhi)	

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Translation Rates & Terms

\$.10 per word

English into Spanish

\$.15 per word

Spanish into English

\$.15 per word

French, Portuguese

\$.19 per word

Bosnian, Croatian, German, Gujarati, Russian, Serbian, Ukrainian

\$.21 per word

Arabic, Albanian, Amharic, Armenian, Bulgarian, Chinese (Simplified), Chinese (Traditional), Czech, Danish, Dari, Dutch, Estonian, Farsi, Flemish, Georgian, Greek, Gujarati, Hausa, Hindi, Hungarian, Italian, Korean, Lao, Latvian, Lithuanian, Oromo, Malayalam, Nepali, Norwegian, Pashto, Polish, Punjabi, Romanian, Slovak, Slovene, Somali, Swahili, Swedish, Tigrinya, Urdu, Vietnamese

\$.24 per word

Afrikaans, Azerbaijani, Belarus, Bengali, Buharian, Burmese, Falam-Chin, Fukianese, Haitian Creole, Hebrew, Igbo, Indonesian, Kazakh, Khmer (Cambodian), Kyrgyz, Latin, Lingala, Macedonian, Malay, Mandingo, Marathi, Moldavian, Papiamentu, Singhalese, SiSwati, Soninke, Tajik, Tamil, Thai, Twi, Uzbek

\$.26 per word

Karen, Karenni, Japanese, Tagalog, Telugu, Turkish, Wolof, Yoruba, Zo

\$.27 per word

Anuak, Bhutanese, Dinka, Finnish, Ga, Hmong, Krahn, Kinyarwanda, Kurdish, Rohingya

Minimum charge: \$85.00

- When English is the source language, charges are based on the word count in the target language.
- Price includes Translation, Editing, and Proofreading
- Prices may vary depending on the technical level of the material
- Please call for Price Quotes on other Languages and Interpretation Services

*In some instances, we charge flat fees that consider word count, formatting and turnaround time. Flat fees are determined based on our translation team's review of the document(s) to be translated

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2026

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C.H. Ins. Brokerage Serv. Co. 100 S Salina St Ste 370 Syracuse NY 13202	CONTACT NAME: Linda Holihan PHONE (A/C, No, Ext): 315-234-7500 E-MAIL: lholihan@chinsurance.cc FAX (A/C, No): 315-234-7508
INSURED Translation Station, Inc.-GA 1834 Independence Square Atlanta GA 30338	INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Underwriters Ins. Co. INSURER B : Hartford Fire Ins. Co. INSURER C : At-Bay Specialty Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 390341595

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		01SBAAF8W9A	5/9/2026	5/9/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			01SBAAF8W9A	5/9/2026	5/9/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			01SBAAF8W9A	5/9/2026	5/9/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	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				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C	Professional Liability Cyber Liability			01OH0627783-25 AB663688203	5/9/2026 9/13/2025	5/9/2027 9/13/2026	Per Clm/Agg Limit \$5,000,000 Per Clm/Agg Limit \$3,000,000

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

The DeKalb County School District and the DeKalb County Board of Education are named additional insureds as per written contract.

CERTIFICATE HOLDER**CANCELLATION**DeKalb County School District and
DeKalb County Board of Education
1701 Mountain Industrial Blvd
Stone Mountain GA 30083

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Designated Person Or Organization

- a. The person(s) or organization(s) shown in the Declarations as Additional Insured – Designated Person Or Organization is also an additional insured, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In the performance of your ongoing operations; or
 - (2) In connection with your premises owned by or rented to you.
- b. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.
- c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

B. With respect to the insurance afforded such additional insured(s) by this endorsement, the following additional exclusion is added to Section B. EXCLUSIONS:

This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.



Policy Change: Business Owner's Policy

Policy Number: 01 SBA AF8W9A

Policy Period: 05/09/2024 to 05/09/2025

Named Insured and Mailing Address:

Translation Station Inc-GA,
1834 INDEPENDENCE SQ,
ATLANTA, GA 30338-5150

Policy Change Number: 002

Policy Change Effective Date: 08/26/2024,
Effective hour is the same as stated in the
Declarations Page of the Policy.

Insurer:

Hartford Underwriters Insurance Company, a
property and casualty company of The
Hartford

One Hartford Plaza, Hartford, CT 06155

Name of Agent/Broker:

CH INS BROKERAGE SRVCS CO INC/PHS
100 S SALINA ST STE 370
SYRACUSE, NY 13202

Code: 01310849

Coverage Parts Affected:

Common

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

As a result of the changes described herein, there is no change in
premium.

\$0

*Price is subject to fees and surcharges

Countersigned by:

Susan L. Castaneda

08/26/2024

Authorized Representative

Date



Policy Change: Business Owner's Policy

The following Additional Insured has been added as an Additional Insured - Designated Person or Organization.

Additional Insured Name:
DeKalb County School District DeKalb County Board of Education, 1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GA 30083

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART
SC 00 06 10 18	POLICY CHANGE	Common

Premium associated with this Policy Change has pro rata factor 0.701.