

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter "Agreement") is between Latin American Translators Network (LATN), Inc dba LATN (hereinafter "INDEPENDENT CONTRACTOR"), with its principal place of business at 845 Spring St NW Suite C1 Atlanta GA 30308 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 \$ \$25,000.00 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 \$ \$25,000.00 (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:

LATN

845 Spring St NW, Suite C1

Atlanta GA 30308

Attention: Alicia Mitchell

- 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

FUND	FUNCTION	PROJECT	OBJECTIVE	LOCATION	PROGRAM	FACILITY	DIVISION	FUTURE
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: Loana Denis

TITLE: Vice President

DATE: 04/20/26

DEKALB COUNTY SCHOOL DISTRICT

BY: _____

NAME: Dr. Norman C. Sauce III

TITLE: Interim Superintendent of Schools

DATE: _____

EXHIBIT A

SCOPE OF WORK

This Scope of Work ("SOW") defines the language services to be provided by Latin American Translators Network (LATN), Inc (LATN) to Dekalb County School District (DCSD).

LATN provides interpretation and translation services in more than 100 languages and American Sign Language to support effective communication between DCSD staff and students, families, guardians, and community members with limited English proficiency or communication barriers. This allows for equitable access to educational programs, services, meetings, and information.

This SOW is incorporated by reference into the applicable agreement between LATN and DCSD.

In-Person Interpreting Services

LATN shall provide qualified, professional in-person interpreters for DCSD-authorized activities, including but not limited to:

- Individualized Education Program (IEP) meetings, eligibility meetings, initial IEP meetings, annual IEP reviews, triennial and reevaluation meetings
- Amendment and transition meetings
- Section 504 meetings
- Student Support Team (SST) meetings
- Disciplinary hearings and manifestation determination meetings
- Parent-teacher conferences, parent orientations and informational session
- Title I meetings
- School events, workshops, and community engagement activities
- School board and district-level meetings
- Other instructional, administrative, or student-related interactions as authorized by DCSD

Interpreting services may include spoken-language interpreting and sign-language interpreting, as requested. Interpreters shall use consecutive or simultaneous interpreting methods appropriate to the educational setting.

Translation Services

LATN shall provide professional written translation services for DCSD materials, which may include:

- School and district correspondence
- Student records and forms
- Educational notices, handbooks, policies, procedures, and guides
- Special education-related documents
- Parent and community communications.

Translation services may also include proofreading, editing, formatting, and certification of accuracy when requested by DCSD.

Languages

LATN will provide interpreting and translation services in languages requested by DCSD, subject to availability. LATN will promptly notify DCSD if a requested language or timeframe cannot be accommodated.

LATN Menu of Services

LATN is proud to serve many clients within a variety of settings. From courthouses to conferences to the classroom, our interpreters and translators are highly trained. We provide the following services in more than 140 languages:

- On-Site Interpreting
- Translation
- Voice-Over
- Telephone Interpreting
- Video Remote Interpreting
- Simultaneous Interpreting & Equipment

Consecutive On-Site Interpretation Services

The following rates apply to **consecutive on-site** interpreting services:

Language	Business Hours 8:00 am to 5:00 pm	Out of Business Hours 5:00 pm to 8:00 am	Federal Mileage Rate (Current Rate)
Spanish	\$59.00/hour Minimum 2 hours + Mileage	\$69.00/hour Minimum 2 hours + Mileage	\$0.725/mile
Vietnamese, Korean, Chinese (Mandarin, Cantonese, Fujian), Russian, French, & Portuguese	\$79.00/hour Minimum 2 hours + Mileage	\$89.00/hour Minimum 2 hours + Mileage	\$0.725/mile
All Other Spoken Languages (except Mayan dialects)	\$89.00/hour Minimum 2 hours + Mileage	\$99.00/hour Minimum 2 hours + Mileage	\$0.725/mile
American Sign Language¹	\$110.00/hour Minimum 2 hours + Mileage + Travel Time as Applicable ²	\$120.00/hour Minimum 2 hours + Mileage + Travel Time as Applicable ²	\$0.725/mile
Certified Deaf Interpreter (CDI)¹	\$120.00/hour Minimum 2 hours + Mileage + Travel Time as Applicable ²	\$130.00/hour Minimum 2 hours + Mileage + Travel Time as Applicable ²	\$0.725/mile

Please See Interpreting terms on following page.

¹ In order to maintain the highest quality communication and protect the occupational safety of our interpreters, assignments with a duration greater than one hour may require a team of two or more interpreters. Our Client Representatives will assist you in determining whether a team may be needed for your assignment. In the case that you are unavailable to discuss the number of interpreters required, LATN will make the necessary determinations based on the information provided. Team assignments will be charged per interpreter.

² There is a travel charge of 1-2 hours for all sign language interpreting assignments, depending on the distance of the assignment and the interpreter's location. All travel time will be charged at the applicable assignment rate, per interpreter.

L A T N INTERPRETING TERMS:

- Business hour rate applicable - Monday to Friday 8:00 am to 5:00 pm, except holiday. An additional \$10.00/hour will be added to assignments taking place on Federal Holidays.
- **Rates listed do not include mileage.** For all interpreting assignments, there is a round-trip mileage charge at the Federal mileage allowance rate; currently \$0.725/mile.
- Parking fees may apply.
- Minimum charge: Full estimated duration with no less than 2 hours
- Minimum charge will apply to late cancellations.
- Late cancellation: Any cancellation received within one (1) business day (24 hours) from the time of the appointment. In instances of Monday assignments or assignments on the first business day after a holiday, the request or cancellation notice must be received by the corresponding time on the previous business day to meet the 24-hour notice policy. Please see attached Cancellation Policy for details.
- Unit price based on whole hours.

Telephone Interpreting Services

The following rates apply to **telephonic** interpreting services:

Description	Rate/Minute Business Hours	Rate/Minute Out of Business Hours
All Spoken Languages except Mayan dialects	\$1.75/minute Minimum 30 minutes	\$1.85/minute Minimum 30 minutes

TELEPHONE INTERPRETING TERMS:

- Business hour rate applicable - Monday to Friday 8:00 am to 5:00 pm except holidays
- Spanish available on demand and pre-scheduled. Other languages available as pre-scheduled only.
- Minimum duration – On-demand: 30 Minutes / Scheduled: Full estimated duration, no less than 30 minutes.
- Unit price based on whole minutes.

Video Remote Interpreting Services

The following rates apply to **video remote** interpreting services:

Description	Rate/Minute Business Hours	Rate/Minute Out of Business Hours
All Languages except Mayan dialects	\$1.80 Minimum 30 minutes	\$1.90 Minimum 30 minutes

VIDEO REMOTE INTERPRETING TERMS:

- Business hour rate applicable - Monday to Friday 8:00 am to 5:00 pm except holidays
- This rate applies to appointments requested for less than 1 hour. Requests with a duration of 1-hour or longer will be billed at the applicable on-site rate.
- Minimum duration: Full estimated duration, no less than 30 minutes
- Unit price based on whole minutes.
- Access to camera-equipped desktop computer or mobile device required.

LATN CANCELLATION POLICY

CANCELLATION POLICY		
ADVANCE CANCELLATION	DESCRIPTION	CHARGES
A. Cancelled with more than 24-hour notice	24-hour notice refers to 1 business days – in instances of Monday assignments or assignments on the first business day after a holiday the request or cancellation notice must be received by the corresponding - time on the previous business day to meet the 24-hour notice policy.	No Charges Apply
LATE CANCELLATION	DESCRIPTION	CHARGES
B. Cancelled with less than 24- hour notice. C. Cancelled during the event	- If the cancellation occurs with less than 24- hour notice, and the interpreter is <i>not</i> en route to the assignment, there will be a charge equal to 2-hour minimum or the entire programmed duration of the assignment. - If the interpreter is in route, mileage and travel charges apply.	Charges Apply
EMERGENCY REQUEST	DESCRIPTION	CHARGES
D. Assignments scheduled with less than 24 hours' notice.	When an assignment is scheduled with 24 hours or less of lead time and the Client decided to cancel after having approved the dispatch of an interpreter, there will be a cancellation charge of the 2-hour minimum or the entire duration of the assignment. This applies regardless of whether the interpreter is en route or not at the time the cancellation is received. If the interpreter is in route, mileage and travel charges apply.	Charges Apply
CHANGES	DESCRIPTION	CHARGES
E. When there is a change to the date, time, or duration of an assignment.	24-hour notice (business day) is required to reschedule or adjust the assignment, or it will be considered a Late Cancellation and charged accordingly. Therefore, if an assignment is rescheduled or postponed within 24 hours (business day) of the assignment, there will be a cancellation fee.	Charges Apply

LATN accepts cancellations by phone, and e-mail. For cancellations that are not received by phone, there will always be an acknowledgement of the cancellation. Interpreters cannot relay cancellation messages from the client.

All cancellations must be received by the original requestor or an authorized representative of the Client.



Requesting language services with LATN

LATN offers face-to-face, over-the-phone and video interpretations **24 hours a day, 7 days a week**. Our Coordination Team is always available to ensure an immediate response to your requests.

Email: latn@latn.com Telephone: 1-800-943-5286 Online: www.latn.com/online-request Fax: 1-888-511-6233

Please note: The rates and information contained herein are confidential, and only for the information of the intended recipient. The contents may not be used, published, or redistributed without the prior written consent of LATN, Inc. LATN reserves the right to review rates annually and will provide a 30-day written notice of change in rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/10/2026

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 Hamby & Aloisio Inc. 53 Perimeter Center East #400 Atlanta GA 30346	CONTACT NAME: Lindsey Macias PHONE (A/C, No, Ext): (770) 551-3270 FAX (A/C, No): (770) 551-3289 E-MAIL ADDRESS: lindsey@hains.com
INSURED Latin American Translators Network Inc 845 Spring Street Suite C Atlanta GA 30309	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Ins. Co. NAIC # 30104 INSURER B: Hartford Accident & Indemnity 22357 INSURER C: Rated by Multiple Companies 00914 INSURER D: Beazley Insurance 37540 INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 25-26 Master**REVISION NUMBER:**

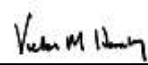
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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:			20SBABG0KRS	11/21/2025	11/21/2026	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				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			20UECEG2234	11/21/2025	11/21/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			20SBABG0KRS	11/21/2025	11/21/2026	EACH OCCURRENCE \$ 5,000,000
			AGGREGATE \$ 5,000,000				
C	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	N / A	20WECAH9T1W	11/21/2025	11/21/2026	☒ PER STATUTE ☐ OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	Errors and Omissions			V15SB5262101	04/01/2026	04/01/2027	General Aggregate \$5,000,000
			Each Occurrence \$5,000,000				

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

BLANKET ADDITIONAL INSURED BY CONTRACT (form SL 30 32 06 21)
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (form WC000313)
COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT (form HA 99 16 12 21)

CERTIFICATE HOLDER**CANCELLATION**

Dekalb County School District 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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BLANKET ADDITIONAL INSURED BY CONTRACT

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**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in 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 that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
- (1) Any architect, engineer, or surveyor, 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:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, 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:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 20 WEC AH9T1W

Endorsement Number:

Effective Date: 11/21/25 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Latin American Translators Network Inc
845 SPRING ST NW SUITE C
ATLANTA GA 30308

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative