



Request for Legal Assistance
DCSD Office of Legal Affairs
ATTORNEY – CLIENT COMMUNICATION

DATE RECEIVED: _____

MATTER ASSIGNED TO: _____

PLEASE SUBMIT COMPLETED REQUEST FORM TO
DCSD OFFICE OF LEGAL AFFAIRS.

*** This request is a confidential communication and should be treated as such ***

DESCRIPTION OF REQUEST

Title of Item/Topic: _____

(e.g., contract review, policy matter, etc.)

Date of request: _____

Due Date: _____ (Allow 3 to 5 business days)

Background information/Detail: _____

PROCUREMENT DETAILS (if applicable)

Include details confirming that all applicable DCSD procurement policies and requirements have been
adhered to: _____

SUPPORTING DOCUMENTATION

Please attach/include any additional supporting documentation that are relevant to your request.

Description of supporting documentation, if any _____

REQUIRED AUTHORIZATION

Requested by: _____

Email: _____ Telephone: _____

Department: _____

Cabinet Member authorizing the request: _____

LEGAL APPROVAL

Approved as to form by the DCSD Office of Legal Affairs? ☐ Yes ☐ No

-OR- (check one only)

Approved as to form by Outside Legal Counsel? ☐ Yes ☐ No

*Referrals to Outside Legal Counsel must be coordinated and approved by the DCSD Legal Dept.

Approving Attorney (and law firm if Outside Counsel) _____

Comments: _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter "Agreement") is between Stages Publishing, Inc. (hereinafter "INDEPENDENT CONTRACTOR"), with its principal place of business at PO Box 460, Vista, CA 92085 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:

May 18, 2020

End Date:

September 30, 2021

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 \$ 153,252.75 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 \$ 153,252.75 (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:

Stages Publishing, Inc.

PO Box 460

Vista, CA 92085

Attention: Cindy Bowers

- 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

School/Department Name and Location Number

Charge Code

FUND	FUNCTION	PROJECT	OBJECTIVE	LOCATION	PROGRAM	FACILITY	DIVISION	FUTURE

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

INDEPENDENT CONTRACTOR

BY: 

PRINT NAME: Cindy Bowers

TITLE: COO

DATE: 5/18/26

DEKALB COUNTY SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Exhibit A

Scope of Work

(include description, scope of work, deliverables and/or specific performance standards, milestones and dates for contracted services)

Exhibit B
Quote/Invoice/Rate Sheet

Exhibit C
Certificate of Insurance

Investing in Solutions with ARIS



☒ Expanded Use of Evidence-Based Practices

☒ Strengthened Skills in Students and Staff

☒ Improved Outcomes for Students

☒ Consistently Positive Educator Feedback

☒ Heightened Student Engagement

"The number one goal is this: Is it effective, and is it working? My answer is yes. The kids love it, and it's making a difference."

— Dr. Ryan Riley, Special Education Teacher,
Huffman Academy



Meaningful Gains for Educators

2024–2026 Data from School District #105



50

Educators receiving
ongoing Tiered Support

10

Essential Elements for
Implementation

100%

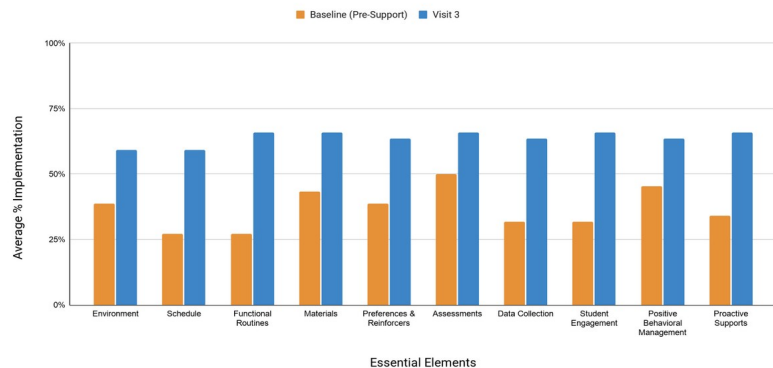
Educators Made Gains
from Baseline

2+

Consecutive Years of
Gains

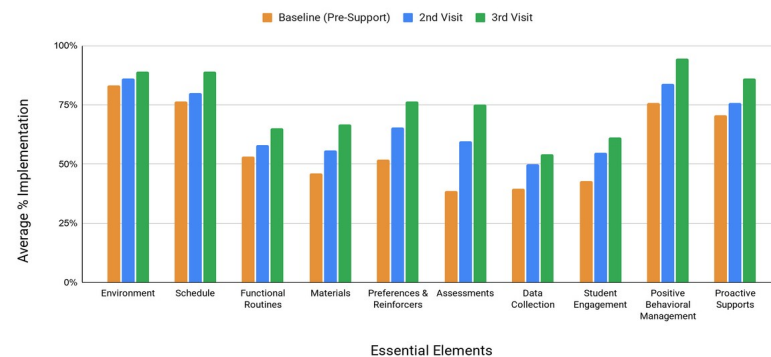
Baseline 2024 → Spring 2025

Average implementation across classrooms



Three-Visit Progression

Average implementation across classrooms



Meaningful Gains for Students

2025–2026 Data from School District #325



49

Students Supported
Across 5 Pre-K
Programs

100%

Students Showed Gains
from Baseline to 2nd
Assessment

7

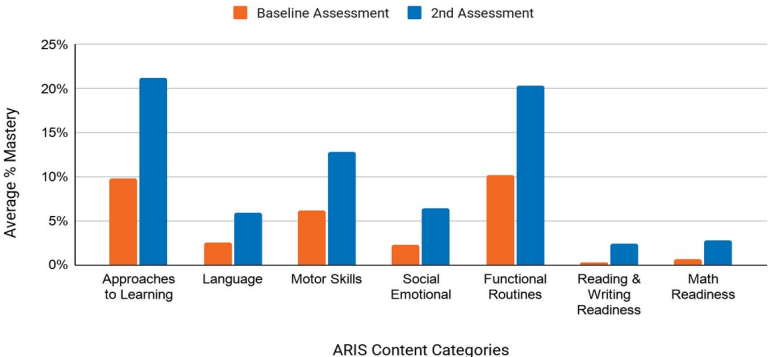
Content Categories
with Measured Skill
Gains

6

Phases of Skill
Development Tracked

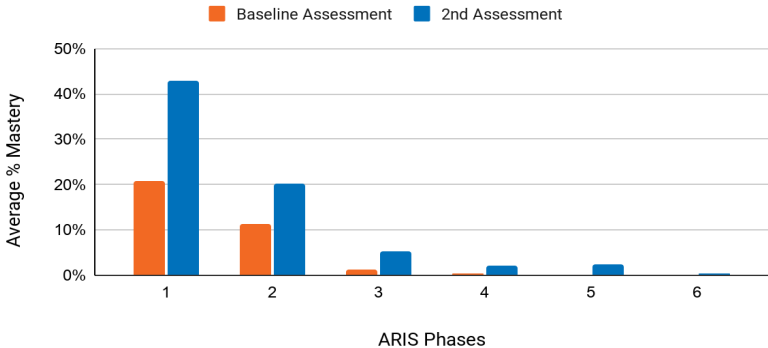
Student Skill Growth Across Content Categories

Average Across District Specialized Classrooms (n=49)



Student Skill Growth Across Phases

Average Across District Specialized Classrooms (n=49)





DeKalb County School District, Georgia - 15 ARIS Kits

Quote created: November 18, 2025 Reference: 20251118-090132202

DeKalb County School District

1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083
United States

Jessica Butterworth

jessica_butterworth@dekalbschoolsga.org

Comments

Please email POs to orders@stageslearning.com. Please also include a copy of your tax-exempt certificate, if applicable, with your PO.

Kelly Bratcher - Director of District Partnerships Stages Learning



Products & Services

Item & Description	Quantity	Unit Price	Total
ARIS Complete Package with Classroom License for up to 10 students	15	\$9,585.00	\$143,775.00
Includes all of the physical and digital materials to support a classroom of up to 10 students. Additional student licenses can be purchased separately.			

One-time subtotal	\$143,775.00
Volume Discount (previous orders) 17% ARIS KITS	(\$69,122.25)
Total	\$74,652.75

This quote expires on September 15, 2026

Purchase terms

Questions? Contact me



Kelly Bratcher

Director of District Partnerships
kelly.bratcher@stageslearning.com

Stages Learning

PO Box 460
Vista CA 92085
US



ARIS 1 Year Plan

Tier 2 Support

Prepared for

DeKalb County School District

1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083
United States

Jessica Butterworth

Special Education Coordinator, EC

jessica_butterworth@dekalbschoolsga.org

Stages Learning

PO Box 460

Vista, CA 92085

US

Kelly Bratcher

Director of District Partnerships

kelly.bratcher@stageslearning.com

1 EXECUTIVE SUMMARY

Stages' Commitment

Stages Learning removes obstacles that limit learning by providing materials, training, and services designed to improve educational outcomes. We offer evidence-based intervention curricula tailored to students' needs, professional development to enhance educators' skills and confidence and the personnel and resources to walk alongside your team in transforming your special education or early childhood department.

Our products include assessment tools to design a personalized learning path for each learner, detailed lesson plans, physical flashcards and manipulatives, and a data keeping system, paired with digital resources all grounded in robust, research-based practices. These resources are easy to implement and drive significant, consistent progress in student achievement. Developed with a deep understanding of education and proven methodologies, our materials are engaging for students and based on effective teaching methods.

Stages Learning's programming doesn't stop with merely providing materials. Instead, we partner with districts to provide professional learning support which creates the most effective and impactful learning experiences for special education teams. Our solution provides the highest standards of educational effectiveness, backed by years of research and collaboration with districts to identify best practices for successful implementation.

This proposal incorporates our extensive knowledge to ensure districts receive a comprehensive implementation suite that supports educators and students every step of the way. Our three-year plan guarantees long-term support, ensuring meaningful student outcomes and sustained program fidelity.

Plan Overview

This proposal outlines a three year partnership between Stages Learning and DeKalb County School District. The partnership centers around the effective implementation and use of the Language Builder: Academic Readiness Intervention System (ARIS), a comprehensive educational ecosystem that combines:

- ARIS physical materials and hands-on teaching tools
- ARIS Online Platform Subscription
- Stages Learning professional development and training program

This integrated system ensures continuity and consistency in educational delivery. With ongoing support and training, educators are better equipped to utilize the full suite of ARIS resources to meet individual learning needs and track progress over time, significantly contributing to the successful implementation and sustained impact of the curriculum.



This approach protects DeKalb County School District's investment, by ensuring maximum adoption, underscoring our commitment to not just equip educators with resources but also to empower them with the knowledge and skills necessary to optimize student outcomes.

2 IMPLEMENTATION OVERVIEW

Physical and Digital Tools and Learning Materials

The 1 year implementation plan gives you unlimited access to the complete ARIS Platform. The ARIS Platform is the core of the ARIS ecosystem, providing a centralized system for instruction, assessment, collaboration, and professional development. The platform drives student learning pathways, ensuring that teachers can assess students, assign lessons, and track progress in a structured, data-driven way. ARIS also includes a comprehensive set of physical materials ready for immediate classroom use. Hands-on materials serve as essential tools within this system, supporting educators as they implement instruction. This array of thoughtfully designed, tactile learning aids such as flashcards, manipulatives, and activity sheets that correspond directly with each lesson eliminates the time and inconsistency of each educator creating, sourcing and assembling materials, allowing educators to focus on teaching.

With the ARIS Platform and supporting materials, teachers and paraprofessionals have a shared view of and ability to implement personalized student learning plans, IEP goals, and data tracking lesson progress, ensuring clear communication and collaboration. Real-time reporting provides insights into student performance, while integrated communication tools connect educators with the STAGES professional development and customer success teams. Teachers can easily access training, schedule visits, and stay informed about professional learning opportunities within the platform.

The advantage of ARIS's combination of physical and digital resources is clear: it offers convenience, consistency, and quality assurance. Each item is curated to align perfectly with curriculum objectives, providing a seamless and comprehensive system that other programs, relying on externally sourced materials, simply can't provide.

The 1 year implementation plan includes:

- **1 year(s) of ARIS Online access** for the rostering of up to 250 students, with access for every teacher and paraprofessional in all ARIS Classrooms, plus all administrators and program support staff
- **0 complete ARIS Curriculum Kits**



Dedicated Customer Success Partnership

Partnering with Stages Learning means your key stakeholders – ARIS educators and paras – have dedicated support, whenever and wherever they need it. Each District will be paired with a Customer Success Manager, who will offer the following services:

- **Partnership kick off call** to discuss initial goals for implementation, discuss implementation timeline milestones, and dates, etc.
- **Beginning, middle and end of year progress reviews** with key stakeholders to review data, measure progress, discuss needs and challenges and plan for the following trimester
- **Unlimited email support** for teachers, paras, and admins



Professional Learning Services

Perhaps most importantly, your Tier 2 Implementation Plan also includes a robust 1-year professional coaching program. Professional development and coaching is an integral element of a successful ARIS implementation, designed to safeguard the district's investment. This extended support ensures that educators deeply embed the curriculum into their teaching practices, thereby maximizing its impact. The consistent guidance from expert coaches through the embedded coaching program not only helps teachers and paraprofessionals stay current with best practices but also plays a pivotal role in assisting the district comply with legal requirements.

This sustained coaching relationship fosters a strong foundation for educational success, which can lead to enhanced student progress and ultimately greater satisfaction among families. By supporting teachers and reinforcing adherence to thoughtful IEPs and compliance standards, we aim to help reduce the potential for disputes that could lead to costly litigation or outplacements.

The 1-year professional development and coaching program includes:

- **Annual customized full day in person professional development sessions** for up to 30 participants - 1 sessions total
 - Year 1: ARIS Implementation Deep Dive Workshop
 - Year 2 and beyond: Choose from a menu of options
- **Choice of an additional virtual PD session** from a menu of options
- **Quarterly virtual coaching appointments for teaching teams** to support the integration of foundational classroom practices and ARIS® into the classroom for all ARIS classrooms
- **Access to scheduled webinars**, offered throughout the year, to extend learning for existing ARIS educators or onboard new educators in ARIS classrooms. Scheduled webinars include:
 - ARIS 101
 - Topical webinars
- **Access to open office hours** with an ARIS expert for any adult on your ARIS teams



THE CUSTOMER EXPERIENCE

Data Driven Student Gains

Data has demonstrated that the ARIS curriculum has significantly improved student learning outcomes across various essential content categories. Educators report notable advancements in students' communicative functions including the ability to request comfort, greet others, request objects, and request actions. Moreover, the ARIS system has facilitated measurable growth in social interaction, language development, and functional communication. Students are not only acquiring new skills but also applying them in meaningful ways. These advancements are evidenced by increased student participation, higher engagement levels, and enhanced peer interactions.

Equally as important, educators who have implemented ARIS report feeling more confident in their abilities, having higher job satisfaction and enjoying a classroom dynamic where the entire team – from paras to resource specialists – has a structure enabling them all to make a meaningful impact on student success. These improvements underscore the effectiveness of implementing research-based practices and structured support within the classroom.

The success of the ARIS curriculum is a testament to its robust design, which integrates evidence-based strategies and provides consistent, structured support. By focusing on individualized learning needs and fostering an inclusive learning environment, ARIS empowers students to achieve their full potential. The positive feedback from educators and the significant gains observed in student outcomes highlight the transformative impact of the ARIS system in special education settings.

Customer Testimonials

"ARIS has led to a massive improvement in [educator's] classroom. Growth from all of our students. Growth from our educators. Growth from our aides. As an administrator it is really amazing to see the whole package moving in the direction we want to see it move."



Amanda Abernathy, Director of Special Education

Warren Consolidated Schools

"ARIS is a game changer. It provides everything teachers need—materials, scripting, and structured lessons—so they can focus on teaching, not scrambling to find resources. What's incredible is how ARIS sets up both the student and the teacher for success. We're seeing growth, engagement, and a confidence boost across the board."

Stacy Barker, Director of Curriculum & Instruction

Sidney City Schools



"We have found the embedded coaching model has really helped our staff grow. ARIS is the epitome of efficiency and immediately useable by anyone, but the supportive framework helps ensure fidelity."



Dr. Charla DeLeo, Special Education Coordinator

Saint Clair County Schools

4 PROJECT QUOTE

Issued

November 14, 2025

Expires

August 28, 2026

Prepared for

Jessica Butterworth

Special Education Coordinator, EC

jessica_butterworth@dekalbschoolsga.org

Please submit purchase orders to orders@stageslearning.com. **Please also include a copy of your tax-exempt certificate, if applicable, with your PO.**

Please send purchase orders to orders@stageslearning.com

Products & Services	Quantity
Tier 2 - One Year Implementation Plan	25
Annual subtotal	\$78,600.00
Total	\$78,600.00

5 TERMS AND CONDITIONS

Proposal Pricing

1. Pricing is based on a 1-year term. The cost of the physical materials, implementation support, and your subscription to ARIS Online is amortized over the 1-year term. The District understands and agrees that, absent extraordinary circumstances this contract cannot be terminated prior to the payment in full for all 1 year(s) of the contract term. If termination is necessary, because travel and staffing are purchased in advance, any termination requires six (6) months advance notice.
2. Per student pricing for ARIS Online is based on reported estimates provided by the district. If student counts increase by more than ten percent during the school year, Stages has the right to bill for the additional student accounts. If student counts decrease during the school year no refunds will be given. Student counts for future year billing will be based on the previous year student counts and estimated updated enrollment information provided by the District.
3. Because all of the physical materials are delivered at the start of the first year of the contract, if, for any reason, District cancels the contract prior to paying for all contracted years, District agrees to pay the balance due on all of the materials

delivered during year one. If District needs a calculation of what that amount would be, please contact your sales representative for details.

4. For Tier 3 implementations, the quoted pricing assumes that in-person professional development will be scheduled to occur on concurrent days with in-person coaching visits. If multiple visits have to be scheduled because the professional development and coaching cannot happen on the same visit, additional fees may apply.

Services Provided by Stages

1. As detailed in the attached proposal, Stages agrees to provide up to a set number of hours/sessions of professional development and implementation support per year. Stages agrees to use reasonable efforts to make trainers available on dates and times convenient for District but both parties acknowledge and agree that there will be certain dates and times during the year that Stages is unable to accommodate all requests for implementation support.
2. If District is unable to utilize all of the hours proposed in any given year, such hours cannot be banked or rolled over until a subsequent year. All professional development and service hours are contracted annually on a "use it or lose it" basis.
3. The District is responsible for enforcing attendance at scheduled professional development and coaching appointments. Stages is not able to compel attendance nor can it compel educators to complete any work our trainers suggest to support fidelity of implementation.
4. As used in this proposal, "teaching team" means the educators consistently working in the classroom – up to 5 per ARIS kit. An "ARIS classroom" refers to one room in one location supported by an ARIS kit. The coaching set forth in the proposal is designed to support the educators in one classroom per ARIS kit purchased.
5. If the district chooses to elect an internal champion, in order to not interrupt coaching sessions or distract from the coaching process, the Company strongly suggests that each embedded coaching session is attended by only one non-teaching team district employee.

Digital Platform Terms and Conditions

1. Stages' Privacy Policy and the Terms and Conditions pertaining to its ARIS Online platform are sent separately.
2. Pricing is calculated based on "up to" the number of seats (student accounts) specified herein whether or not all of the seats are rostered for the entire school year. Stages will provide up to a ten percent (10%) or 10 seat, whichever is fewer, grace period over the course of the school year.
3. Customer Success will review the seat count with District quarterly in their regular meetings. Twice yearly, at approximately the end of the first semester and then approximately the end of the school year, Stages will bill District for seat overages.

Limitations on Liability

1. The parties agree that Stages is not taking responsibility for making decisions for District's educators or administrators including, without limitation, deciding on programming, staffing, implementation, individualized educational programming for students, etc. The District understands and agrees that Stages is not guaranteeing any particular outcome for any student or teacher as a result of the provision of these services. Stages is not responsible for ensuring that the District is in compliance with any obligation it may have to any student, parent, teacher, or other employee. Furthermore, absent an express agreement to the contrary, at no time will Stages engage in any communications with parents or family members of the students in the District.
2. The parties acknowledge and agree that school districts have a legal responsibility to ensure that teachers of students with special needs have the knowledge and skills to effectively support such students and are trained in evidence-based practices. While Stages services set forth herein provide professional development and support grounded in evidence-based practices, Stages does not provide support, services, or programming directly to students. The parties acknowledge and agree that consistent with IDEA, the individualized IEP team (of which Stages is not a part) and IEP process provides the course for making programming decisions for each individual student.

Indemnification

1. The District agrees to indemnify, defend and hold Stages and its respective, officers, directors, shareholders, employees, agents, representatives, successors and assigns harmless from and against any and all third-party claims, liabilities, damages, losses or expenses (including reasonable attorneys' fees and costs) arising out of, based on, or in connection with your use of Stages' products or services. Notwithstanding the foregoing, District's indemnification obligations are limited to the extent such claims are the result of Stages' breach of contract, gross negligence or willful misconduct.

Notices

1. All notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact (for Stages: PO Box 460, Vista, CA 92085; accounting@stageslearning.com). All notices must be sent via a method that provides verification of receipt.

By signing below or by submitting a valid school purchase order for the products and services listed herein, you are acknowledging that you have read, understood, and agree in full with the preceding.

On behalf of the District, I understand the scope of Stages' consultation that I am to receive and agree with this model of service and the above terms and specifications.

Print