



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: Everway, LLC will provide licenses/subscriptions for Unique Learning System
and News2You, in addition to one, one-hour interactive training webinar.

PROCUREMENT DETAILS (if applicable)

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

NOTE: This contract has redline items for approval

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: _____

Quote

#Q-363340

Quote must be attached to Purchase Order

May 7, 2026

Valid Until December 13, 2026

COMMENCEMENT DATE:9/15/2026

Bill To
Dekalb County Board Of Education
Accounts Payable
1701 Mountain Industrial Boulevard,
Stone Mountain, Georgia 30083

ATTN: Accounts Payable

Ship To
Dekalb County Board Of Education
Accounts Payable
Shadow Rock Center
1040 Kingway Drive Suite B,
Lithonia, Georgia 30058

ATTN: Tiffany Paul



2401 Sawmill Pkwy Suite 10-11,
Huron, OH 44839,
United States

PO's or Payment Questions
sales@everway.com
Fed Tax ID: 26-2606260

Everway Contact:
Walter Martin
wmartin@n2y.com

QTY	Item	Type	License Description	Sub Start Date	Sub End Date	Unit Price	Extended Price
272	NWS	Retail	News2you™	9/15/2026	9/14/2027	USD 280.99	USD 76,429.28
160	ULS	Retail	Unique Learning System®	9/15/2026	9/14/2027	USD 897.99	USD 143,678.40
1	SSX	Retail	SymbolStix PRIME® / SYMBOLSTIX®	9/15/2026	9/14/2027	USD 190.99	USD 190.99
Total Unit:							USD 220,298.67
Tax:							USD 0.00
Total:							USD 220,298.67

NOTE: Credits, discount, adjustments, notes

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter "Agreement") is between _____ (hereinafter "INDEPENDENT CONTRACTOR"), with its principal place of business at _____ 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.

RESOURCES INCLUDED WITH SUBSCRIPTION :

- For support, please reach out to:
 - na-support@everway.com
 - 800-697-6575 with coverage from 9am-5pm Eastern Standard Time
 - Note that chat support is available 9am-7:15pm Eastern Standard Time
- Online Support Forum/Knowledgebase
- Training and Implementation resources including Feature & How to Videos, Getting Started Guides, Toolmatcher, Training Portal, Product Certification, Live & Recorded webinars, Just-In-Time Email Communications, Smart Start Sessions and In-App Walkthroughs
- Product Updates and Enhancements
- Additional Professional Development Offerings available for purchase

FINANCIAL NOTES:

- Credit card payments can be accepted and are subject to a convenience fee applied to all credit card transactions over \$2,000.
 - A copy of the Tax-Exempt ID Certificate must accompany order if applicable, otherwise sales tax may be charged. All quoted sales tax is estimated and subject to change on final invoicing.
 - Our prices are subject to periodic increases
 - Additional licenses, optional features, upgrades and enhanced functionalities may incur additional fee(s), and will be priced pursuant to Everway's then current price list and quoted by Everway's upon receipt of a written request from Customer.
 - Quotes dated more than 120 days in advance of service term may be subject to pricing changes.
-

Start Date:

End Date: _____, 20__

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 \$ 220,298.67 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 \$ _____ (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.

**Everway LLC**

2401 Sawmill Pkwy Suite 10-11,
Huron, OH 44839,
United States

nafinance@everway.com

www.everway.com

June 9, 2025

Everway vendor information and change to entity structure

As a result of the significant change for our company, we have made some changes to our entity structure and our banking arrangements to allow us to better serve you, our valued customers.

Timeline

April 30, 2024, we announced that n2y LLC and Texthelp Inc had agreed to merge

January 9, 2025, we announced our new name, Everway

February 24, 2025 Texthelp Inc legally merged with n2y LLC

March 12, 2025 our name was changed to Everway LLC

Entity Update

As a result of the changes to our entity structure, our operating and contracting entity is Everway LLC EIN 26-2606260 as reflected on line 2 of the W9. This is the same EIN as previously held by n2y LLC.

For IRS reporting requirements, the W9 must reflect the name and EIN of the parent entity, which is Everway Holdco, LLC EIN 99-0735210. We do not contract under this entity; it is a holding company.

Bank Changes

We've provided details for our new banking partner to JP Morgan who offer more banking options.

Dun and Bradstreet Reports

Our D&B report is Everway LLC number: 100321616

The pages that follow outline key information you may need to update our details on your system. If there is further information have a look at our trust centre <https://www.everway.com/trust/> any outstanding questions please contact nafinance@everway.com

Yours sincerely,

Erinn O'Sullivan

Chief Financial Officer

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.

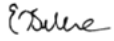
H. TAXES AND REPORTING: INDEPENDENT CONTRACTOR is solely responsible for the payment of all federal, state and local income taxes, self-employment taxes, Social Security taxes, Medicare taxes, workers' compensation premiums, unemployment taxes, and any other similar obligations arising from the performance 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

Our information

The pages that follow outline key information you may need to update our details on your system. If there is further information have a look at our trust center <https://www.everway.com/trust/> any outstanding questions please contact nafinance@everway.com

Yours sincerely,



Erinn O'Sullivan

Chief Financial Officer

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: Rolanda Johnson, Interim Director, Special Education

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:

Attention: Mary Grace Dennis

- J. WORKING RELATIONSHIP:** INDEPENDENT CONTRACTOR agrees that DCSD's designated representative for the purpose of this Agreement is Latricia Gresham, Special Education Coordinator, and that such designated representative shall be 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

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Everway Holdco, LLC (Parent Company)	
	2 Business name/disregarded entity name, if different from above. Everway LLC (26-2606260) (Contracting/Operating entity)	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
5 Address (number, street, and apt. or suite no.). See instructions. 2401 Sawmill Parkway #10-11		Requester's name and address (optional)
6 City, state, and ZIP code Huron, OH 44839		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																			
Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																			
<table border="1"><tr><td colspan="10">Social security number</td></tr><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td>-</td><td></td><td></td></tr><tr><td colspan="10">or</td></tr><tr><td colspan="10">Employer identification number</td></tr><tr><td>9</td><td>9</td><td>-</td><td>0</td><td>7</td><td>3</td><td>5</td><td>2</td><td>1</td><td>0</td></tr></table>		Social security number													-				-			or										Employer identification number										9	9	-	0	7	3	5	2	1	0
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9	9	-	0	7	3	5	2	1	0																																										

Part II Certification					
Under penalties of perjury, I certify that:					
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and					
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and					
3. I am a U.S. citizen or other U.S. person (defined below); and					
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.					
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.					
Sign Here	<table><tr><td>Signature of U.S. person</td><td><i>Loie A. Brown</i></td><td>Date</td><td><i>August 20, 2025</i></td></tr></table>	Signature of U.S. person	<i>Loie A. Brown</i>	Date	<i>August 20, 2025</i>
Signature of U.S. person	<i>Loie A. Brown</i>	Date	<i>August 20, 2025</i>		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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,~~



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
03/13/2025	202507104938	OHIO LLC - AMENDMENT (LAM)	50.00	100.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

C T CORPORATION SYSTEM
4400 EASTON CMNS WAY STE 125
COLUMBUS, OH 43219

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Frank LaRose
1777593

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
EVERWAY LLC

and, that said business records show the filing and recording of:

Document(s)
OHIO LLC - AMENDMENT

Effective Date: 03/12/2025

Document No(s):
202507104938



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
13th day of March, A.D. 2025.

Ohio Secretary of State

~~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



Everway LLC

2401 Sawmill Pkwy Suite 10-11,
Huron, OH 44839,
United States

nafinance@everway.com

www.everway.com

April 1, 2025

Please find below the banking details for Everway LLC.

Our preferred payment method is bank ACH transfer. Please use the bank details provided to make payment. Please send all remittance information to NACreditControl@Everway.com

Bank Name	JPMorgan	Account No.	698606673
Account Name	Everway LLC	Routing No.	072000326

If you cannot pay by bank ACH transfer, please send a check to

Everway LLC
P.O. Box 735302
Dallas, TX 75373-5302

If you have any questions or require additional information please contact us at NAFinance@Everway.com

Yours sincerely,

Erinn O'Sullivan

Chief Financial Officer

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.

March 31, 2025

EVERWAY LLC
2401 SAWMILL PARKWAY SUITES 10 AND 11
--
Huron, OH 44839

IMPORTANT | Transaction Routing Instructions (ACH and Wire)

Thank you for your request for account and bank routing number information for EVERWAY LLC. Please provide the below routing instructions for ACH and wire transactions to remitters who send transactions to the company account.

For accurate and timely processing of transactions, it is very important that remitters correctly identify the company account number and the applicable routing number.

For ACH delivery:

Bank Routing Number:	072000326
Account Number:	698606673
Account Name:	EVERWAY LLC

For Wire Transfers:

Bank Routing Number:	021000021
SWIFT Code:	CHASUS33
General Bank Reference Address:	JPMorgan Chase New York, NY 10017
Account Number:	698606673
Account Name:	EVERWAY LLC

Thank you for your business and the opportunity to serve you.

Sincerely,

Jim Harvey

Jim Harvey
Managing Director
JPMorgan Chase Bank, N.A.

Please note, we do not verify funds availability, provide account statuses or other account information to third parties.

If you previously had accounts with First Republic Bank, your First Republic routing numbers are still valid and active for use.

IMPORTANT INFORMATION: J.P. Morgan and Chase are marketing names for certain businesses of JPMorgan Chase & Co. ("JPMC") and its subsidiaries worldwide. Products and services may be provided by banking affiliates, securities affiliates or other JPMC affiliates or entities. Any examples used are generic, hypothetical and for illustration purposes only. Prior to making any financial or investment decisions, a client or prospect ("Client" or "you" as the context may require) should seek individualized advice from financial, legal, tax and other professional advisors that take into account all of the particular facts and circumstances of the Client's own situation. In no event shall JPMC or any of its directors, officers, employees or agents be liable for any use of, for any decision made or action taken in reliance upon or for any inaccuracies or errors in, or omissions from information in this content. We are not acting as any Client's agent, fiduciary or advisor, including, without limitation, as a Municipal Advisor under the Securities and Exchange Act of 1934. JPMC assumes no responsibility or liability whatsoever to any Client with respect to such matters, and nothing herein shall amend or override the terms and conditions in the agreement(s) between JPMC and any Client or other person.

©2023 JPMorgan Chase & Co. All rights reserved. JPMorgan Chase Bank, N.A. Member FDIC. All services are subject to applicable laws and regulations and service terms.

ABOUT THIS MESSAGE This letter gives you updates and information about your JPMC relationship.

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



Logins

Service Provider and Student by Subscription Group
Selected Period: 08/01/2025 - 04/30/2026, Weekends Excluded

Confidential Report

Subscription Group(s) Selected:

Subscription Groups: #411056 NWS, #629049 PDS, #629050 PDS, #629051 PDS, #629052 PDS, #405883 POL, #614 ULS, #780184 ULS

**Will only include information for service providers that report to you.*

The following reports are across the selected subscription groups.

	Licensed Staff (162)	Seated Students (663)	Total (825)
L3 Skills	Not part of selected subscription group(s)		
News2you	158	646	804
Polaris	Not part of selected subscription group(s)		
Positivity	Not part of selected subscription group(s)		
SymbolStix Prime	Not part of selected subscription group(s)		
Inspire	Not part of selected subscription group(s)		
Unique Learning System	131	597	728

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]



Logins

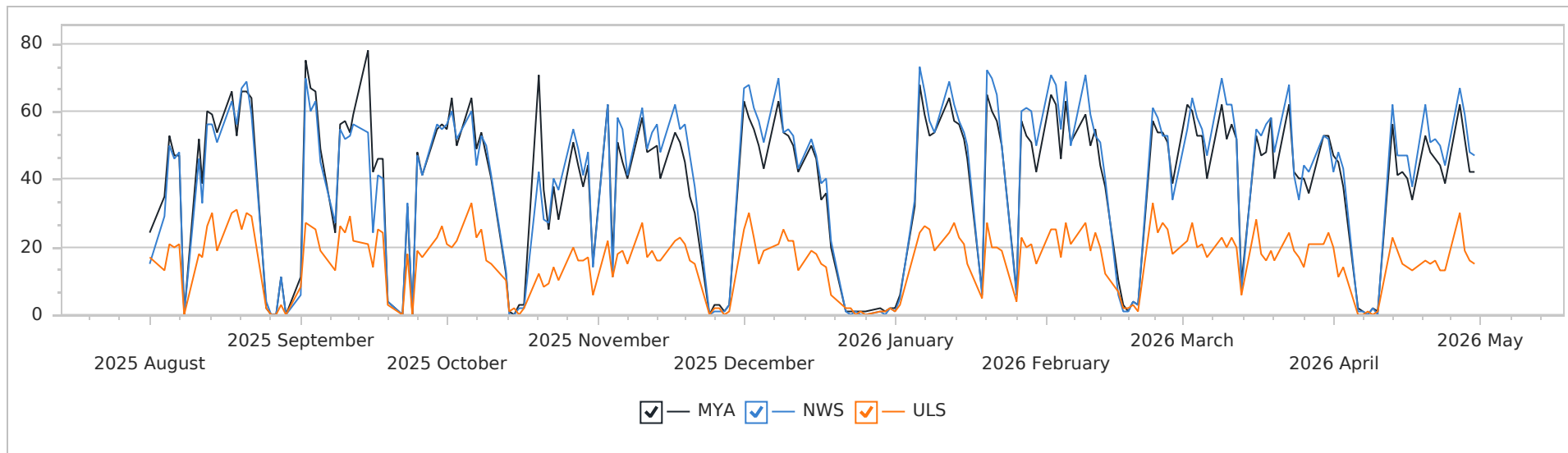
Service Provider and Student by Subscription Group

Confidential Report

Selected Period: 08/01/2025 - 04/30/2026, Weekends Excluded

Service Providers Distinct Logins Per Day by Solution

Time filter may not accurately represent login habits due to newly licensed or removed individuals.



**A distinct login records the first time an individual logs in daily to a solution.

	Average # of Service Providers Logging In Per Day	# of Service Providers with No Logins to their Licensed Solutions Over Time Period	Total # of Distinct Service Provider Solution Logins During the Time Period
L3 Skills	Not part of selected subscription group(s)		
My Account	39	4	158
News2you	40	7	151
Polaris	Not part of selected subscription group(s)		
Positivity	Not part of selected subscription group(s)		
SymbolStix Prime	Not part of selected subscription group(s)		
Inspire	Not part of selected subscription group(s)		
Unique Learning System	16	9	122

**Positivity is accessible while in other n2y apps, individual login is not required for use.

DEKALB COUNTY SCHOOL DISTRICT USE ONLY

School/Department Name and Location Number

Charge Code

<u>FUND</u>	<u>FUNCTION</u>	<u>PROJECT</u>	<u>OBJECTIVE</u>	<u>LOCATION</u>	<u>PROGRAM</u>	<u>FACILITY</u>	<u>DIVISION</u>	<u>FUTURE</u>

100.1000.553200.00011.7340.2021.8010.094.0000

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

INDEPENDENT CONTRACTOR

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

DEKALB COUNTY SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

DATE: _____



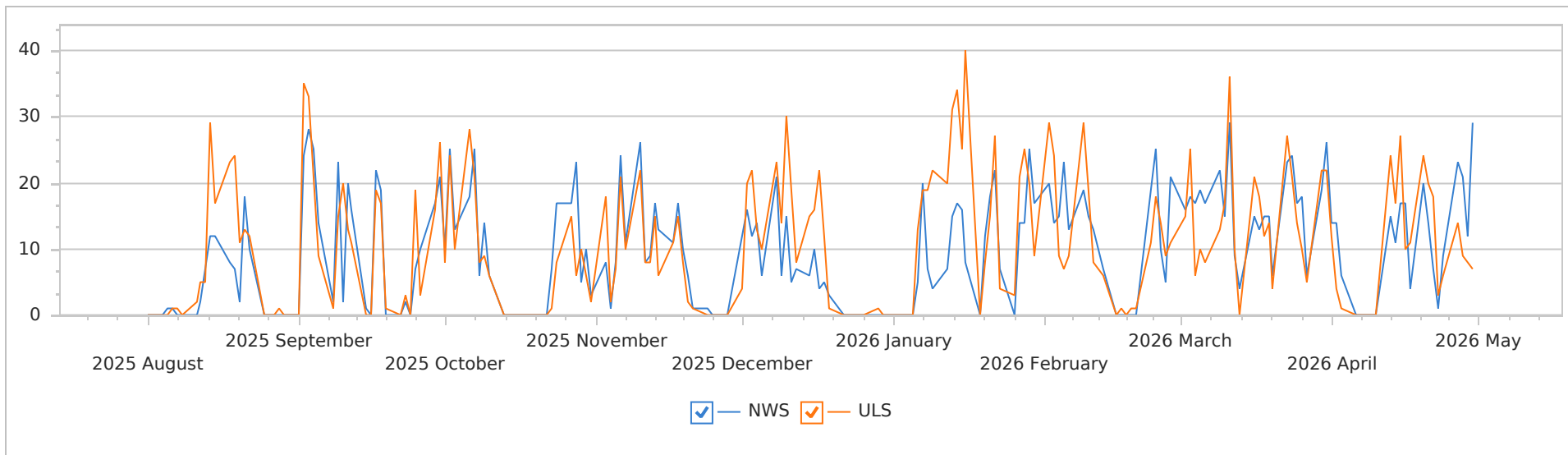
Logins

Service Provider and Student by Subscription Group
Selected Period: 08/01/2025 - 04/30/2026, Weekends Excluded

Confidential Report

Student Distinct Logins Per Day by Solution

Time filter may not accurately represent login habits due to newly seated or dropped individuals.



****A distinct login records the first time an individual logs in daily to a solution.**

	Average # of Students Logging In Per Day	# of Students with No Logins to their Seated Solutions Over Time Period	Total # of Distinct Student Solution Logins During the Time Period
L3 Skills	Not part of selected subscription group(s)		
News2you	9	457	189
Polaris	Not part of selected subscription group(s)		
Positivity	Not part of selected subscription group(s)		
SymbolStix Prime	Not part of selected subscription group(s)		
Inspire	Not part of selected subscription group(s)		
Unique Learning System	10	375	222

***It may not be possible for a seated student to use all solutions independently. Independent use may vary based on individual levels of support.**

****Positivity is accessible while in other n2y apps, individual login is not required for use.**

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