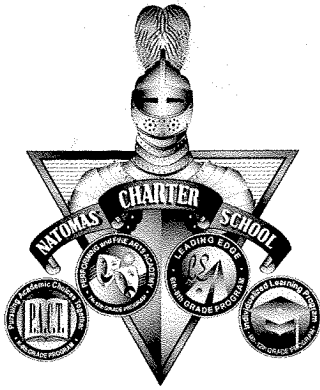


PROVISIONS

1. CONTRACTEE HEREBY AGREES TO PAY FOR THE SERVICES AND MATERIALS AT THE TIMES, IN THE MANNER, AND FOR THE CONSIDERATION HEREIN EXPRESSED.
2. HOLD HARMLESS CLAUSE: THE CONTRACTOR SHALL HOLD HARMLESS AND INDEMNIFY THE NATOMAS CHARTER SCHOOL, THE NATOMAS UNIFIED SCHOOL DISTRICT AND BOARD OF EDUCATION, OFFICERS AND EMPLOYEES FROM EVERY CLAIM OR DEMAND WHICH MAY BE MADE BY REASON OF:
 - A: ANY INJURY TO PERSON OR PEOPERTIES SUSTAINED BY THE SUPPLIER OR BY A PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY OR INDIRECTLY EMPLOYED BY HIM IN CONNECTION WITH HIS PERFORMANCE UNDER THE CONTRACT.
 - B: ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM OR CORPORATION CAUSED BY ACT, NEGLIGENCE, DEFAULT, OR OMISSION BY THE SUPPLIER OR OF ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY HIM IN CONNECTION WITH HIS PERFORMANCE UNDER THE CONTRACT.
 - C: ANY LIABILITY THAT MAY ARISE FROM THE FURNISHING OF THE USE OF ANY COPYRIGHTED OR UNCOPYRIGHTED COMPOSITION, SECRET PROCESS, OR PATENTED OR UNPATENTED INVENTION IN CONNECTION WITH HIS PERFORMANCE UNDER THIS CONTRACT.

THE CONTRACTOR, AT HIS OWN RISK, AND EXPENSE, SHALL DEFEND ANY LEGAL PROCEEDINGS OR CLAIM THAT MAY BE BROUGHT AGAINST THE BOARD OF EDUCATION, THE NATOMAS CHARTER SCHOOL, OR THE NATOMAS UNIFIED SCHOOL DISTRICT, ITS OFFICERS, AND EMPLOYEES. THE CONTRACTOR WILL ALSO SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE BOARD OF EDUCATION, THE NATOMAS CHARTER SCHOOL, THE NATOMAS UNIFIED SCHOOL DISTRICT, ITS OFFICERS OR EMPLOYEES FOR INJURIES OR DAMAGES SUSTAINED IN CONNECTION WITH HIS PERFORMANCE UNDER THE CONTRACT.
3. THE PARTIES HERETO AGREE THAT THE CONTRACTOR, AND ANY AGENTS AND EMPLOYEES OF CONTRACTOR, IN THE PERFORMANCE OF THIS AGREEMENT, SHALL ACT IN AN INDEPENDENT CAPACITY AND NOT AS OFFICERS OR EMPLOYEES OR AGENTS OF CONTRACTEE.
4. THE CONTRACTEE MAY TERMINATE THIS AGREEMENT AND BE RELIEVED OF THE PAYMENT OF ANY CONSIDERATION OF CONTRACTOR SHOULD CONTRACTOR FAIL TO PERFORM THE COVENANTS HEREIN CONTAINED AT THE TIME AND IN THE MANNER HEREIN PROVIDED. IN THE EVENT OF SUCH TERMINATION, THE CONTRACTEE MAY PROCEED WITH THE WORK IN ANY MANNER DEEMED PROPER TO CONTRACTEE. THE COST TO CONTRACTEE SHALL BE DEDUCTED FROM ANY SUM DUE THE CONTRACTOR UNDER THE AGREEMENT, AND THE BALANCE, IF ANY SHALL BE PAID THE CONTRACTOR UPON DEMAND.
5. THIS AGREEMENT IS NOT ASSIGNABLE BY CONTRACTOR EITHER IN WHOLE OR PART.
6. TIME IS OF THE ESSENCE OF EACH AND ALL THE PROVISIONS OF THIS AGREEMENT AND THE PROVISIONS OF THIS AGREEMENT SHALL EXTEND TO AND BE BINDING AND INSURE TO THE BENEFIT OF THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE RESPECTIVE PARTIES HERETO.
7. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT NO ALTERATIONS OR VARIATIONS OF THE TERMS OF THIS CONTRACT SHALL BE VALID UNLESS; MADE IN WRITING AND SIGNED BY THE PARTIES HERETO, AND THAT NO ORAL UNDERSTANDINGS OF AGREEMENTS NOT INCORPORATED HEREIN, AND NO ALTERATIONS OR VARIATIONS OF THE TERMS HEREOF UNLESS MADE IN WRITING BETWEEN THE PARTIES HERETO SHALL BE BINDING ON ANY OF THE PARTIES HERETO.
8. THE CONSIDERATION TO THE PAID CONTRACTOR, AS PROVIDED HEREIN, SHALL BE IN COMPENSATION FOR ALL OF CONTRACTOR'S EXPENSES INCURRED IN THE PERFORMANCE HEREOF UNLESS MADE IN WRITING BETWEEN THE PARTIES HERETO SHALL BE BINDING ON ANY OF THE PARTIES HERETO.
9. THE CONTRACTEE ASSUMES NO LIABILITY FOR WORKERS' COMPENSATION OR LIABILITY FOR LOSS, DAMAGE, OR INJURY TO PERSON(S) OR PROPERTY DURING OR RELATING TO THE PERFORMANCE OF SERVICE UNDER THIS AGREEMENT.
10. THE CONTRACTOR HEREBY VERIFIES THAT CONTRACTOR HAS NOT OR WILL NOT RECEIVE PAY FOR THE SAME SERVICE FOR DAYS OF SERVICE FROM ANY OTHER PUBLIC AGENCY.
11. ALL MATERIALS PRODUCED UNDER THIS AGREEMENT SHALL BECOME THE PROPERTY OF CONTRACTEE AND CANNOT BE USED WITHOUT WRITTEN PERMISSION OF SAME.



Natomas Charter School

Phone: (916) 928-5335
Fax: (916) 928-5344
www.natomascharter.org

Administration

Charlie Leo
Co-Founder and
Executive Director

Ting Sun, Ph.D.
Co-Founder and Educational
Programs Director

Ana Barillas-Mendez
Finance and Budget Director

Patrick Broughton
Student Affairs Director

Laura Bariel
PACT and ILP Coordinator

Tammy Lee
PFAA Coordinator

Kit Rich
Leading Edge Program
Coordinator

NCS Board of Directors

Edward Aguilar
Chairperson and
Community Representative

Joan Finch-Allen
Parent Representative

Lisa Kaplan
NUSD Board Representative

Phil Nanni
Community Representative

Georgia Schaaf
Parent Representative

Rick Stewart
Parent Representative

TO: Natomas Charter School Vendors

FROM: Ana Barillas-Mendez
Fiscal Director

SUBJECT: **Federal Tax I.D. number**

We are requesting your assistance in updating our vendor files. Federal Tax regulations (Code Sections 6041 and 6109) regarding payments made to individuals, proprietorships or partnerships, require that you provide us with the information on the enclosed W-9 form. In order to complete Form 1099 properly, we must have your taxpayer identification number (TIN). If you do business as an INDIVIDUAL or SOLE PROPRIETOR, your TIN number is your Social Security Number, if not, the TIN number is your Federal Employer Identification number.

We will not have to file a Form 1099 for you if you are a CORPORATION, TAX EXEMPT ORGANIZATION, GOVERNMENT AGENCY, OR OTHER EXEMPT EMPLOYEE PAYEE. **However, the law requires that you give us your TIN number in addition to telling us what kind of payee you are.**

Please check the kind of payee you are and complete the enclosed W-9 form and provide your correct nine digit TIN. For your convenience, please fax to 916-928-5344 or
Email to: jaschewan@natomascharter.org

Thank you for your cooperation. Should you have any questions, please telephone Joe Aschewan at (916) 928-5335, EXT 285.

Please return a completed W-9 as soon as possible.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

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).

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 on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

NATOMAS CHARTER SCHOOL

**DETERMINATION OF LIMITED CONTACT
BY EMPLOYEES OF CONTRACTOR**

Pursuant to Education Code section 45125.1, it is necessary to determine whether the employees of a contractor will have limited contact with students of the school. Section 42515.1 includes factors such as the length of time the contractor will be on school grounds, whether the students will be in close proximity on the school site where the contractors will be working and whether the contractors will be working by themselves or with others. In addition, the school should include the factors of frequency of contact with students, likelihood of contact with students, supervision by school employees and the physical characteristics of the school site.

With respect to _____, the following findings are made:
(Name of Contractor)

1. **Length of time** – The contractor’s employees will be at the school site for approximately _____ amount of time.
2. **Proximity to students** – The contractor’s employees will be working approximately _____ distance from students.
(i.e. no. feet or yards)
3. **Working by themselves or others** – The employees of the contractor will be working with _____ other employees.
(number)
4. **Frequency of contact with students** – Based on the nature of the contract, the employees of the contractor will be in contact with students of the school approximately _____ per day / week / month (circle one).
(no. of times per...)
5. **Likelihood of contact with students** – Due to the nature of the contract, employees of the contractor will _____ have contact with students.
(e.g. very likely, not likely)
6. **Supervision by school employees** –
 Due to the nature of the contract, employees of the contractor will be supervised by school employees in the following manner;

or,
 1. Due to the nature of the contract, employees of the contractor will not be supervised by school employees.
7. **Physical characteristics of the school site** – Due to the physical characteristics of the school site, the nature of the contract and the location of the work:
 There will be more than limited contact and a fingerprint check will be necessary.
 There will be only limited contact and a fingerprint check is not necessary.

Date: _____
(Program Coordinator)

Date: _____
(Student Affairs Director)

**CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610 AMD AB1612**

To the administration of Natomas Charter School:

I, _____, certify that:
(Name of Contractor)

1. I have carefully read and understand the Notice of Contractors Regarding Criminal Record Checks (Education Code section 45125.1) required by the passage of AB 1610 and AB 1612.
2. Due to the nature of the work I will be performing for Natomas Charter School, my employees may have contact with attending students.
3. The list of employees who will be working on the school's project are as follows:

4. None of the listed employees have been convicted of a violent or serious felony as defined in the Notice and the Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____
(City) (Date)

(Signature)

(Type or print name)

(Title)

(Address)

(Telephone)

Questionnaire for Hiring Independent Contractors In Accordance With IRS Regulations

PART I

1. Has this category of worker been classified as an "employee" by the IRS? Yes No

Refer to the Guidelines for Employing "Independent Contractor Consultants" for categories of jobs listed in IRS Publication SWR 40 and others identified during a recent IRS compliance audit to determine if the individual you are contemplating establishing a contractual relationship with has been determined by the IRS to be properly classified as an employee.

2. Is the individual working as an employee as prescribed by the Education Code? Yes No

Education Code Sections 45100-45139/88000-88040 defines what constitutes the classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/ employee relationship when state law mandates such a relationship.

3. Is the individual an employee of the district in another capacity? Yes No

4. Has the individual performed substantially the same services for the district?
as an employee in the past? Yes No

Watch for former employees who are returning to work.

5. Are there currently employees of the district doing substantially the same
work as will be required of the individual you are hiring? Yes No

6. Will the district have the legal right to control the method of performance by this
individual? Yes No

Consider whether the district will train the individual or give instruction as to how the job gets done rather than to the end result. Is the individual required to obtain approval before taking certain action? It doesn't matter if the employer allows freedom of action in the work. Just the fact that the employer has the legal right to control the method and result of the work is enough to show an employer-employee relationship.

7. Are the services, as being provided an integral part of district operations? Yes No

Are the services provided necessary to the operations of the district's programs, projects, etc? This indicates the district has an interest in the method of performance and implies maintenance of legal control.

If the answer to any of the above questions is YES - - - - -STOP HERE

Do not complete the rest of the questions. The individual is an employee of the district and must be paid and reported accordingly. If all of the above are NO continue to PART II

PART II

8. Will all the work be performed by this individual? Yes No

Consider whether or not the individual has the right to designate someone else to do the work without district approval.

9. Does the District have a continuing relationship with this individual? Yes No

If an individual is engaged with the expectation that the relationship will continue indefinitely, rather than for a specific project or period, this is generally considered evidence of their intent to create an employment relationship.

10. Can this relationship be terminated without the consent of both parties? Yes No

Independent contractors have contractual obligations to fill.

11. Does the individual operate an independent trade or business that is available Yes No the general public?

The individual should be able to provide a list of previous clients they have served.

NOTE: Possession of a business license or incorporation does not automatically satisfy this requirement. The determination must be made on the actual relationship between the district and the individual performing the work.

12. Will the individual provide all materials and support services necessary for Yes No the performance of the service?

The district should not be providing office space on a regular basis, clerical, secretarial or other support for the individual such as materials, copying, printing, office supplies, etc. Any necessary assistance should be provided by the individual.

13. Is the individual paid by the job OR upon completion and acceptance of the Yes No work as a whole OR milestones identified in the contract?

Performance of a task for a flat fee is generally evidence of an independent contractor relationship, especially if the worker incurs the expense of performing the services. When payments are made (daily, weekly, or monthly) is not relevant.

14. Will the individual bear the cost of any travel and business expenses incurred Yes No to perform the work?

Generally the individual will pay the cost of any travel and business expenses incurred to perform the work. However, some agreements may be made to provide for payment of airfare, mileage, etc. for consultants.