Adopting TED

We welcome your interest in adopting TED (California's Training Events Database) into the life of your educational organization!

In this packet you will find everything you need for Adopting TED:

- **TED Options (single computer, server, networked)**
- **Agreement for Services & License Agreement / Related Documents**

TED is offered to you free by CalSTAT, a special project of the California Department of Education, Special Education Division, located at the Napa County Office of Education.

CalSTAT will provide your site:

- $1,000 stipend (for qualifying CA state LEAs only) available first come first served
- Help with installing the TED file and ensuring that it works properly with your office configuration
- Training for administrative and management staff on data entry and report use through a series of training movies, and via web if additional training is needed
- Ongoing technical support with questions or issues ted.support@calstat.org

To adopt TED, your site needs to:

- Choose whether TED will be on a single computer, a server, or networked
- Sign and return the Agreement for Services & License Agreement / Related Docs
- Invoice CalSTAT for the stipend
- Purchase and install FileMaker 11 software for all computers that will access TED
- Have staff watch the Training Movies once they have TED on their computers
- Use TED and provide feedback to CalSTAT (helping us make TED even better)

Step 1 ~ Email ted.support@calstat.org to ensure that there are still stipends available for this fiscal year, and to get on the list to reserve one for your organization while you complete this packet and process.

Step 2 ~ Complete this TED Adoption packet by either typing directly into this pdf or print it out first and then fill it in. When you're done, mail it in (keeping a copy).

For questions related to TED, contact: ted.support@calstat.org
or Alan Wood, 707-287-0054.

For AFS, Insurance, and Invoice questions, contact: marin.brown@calstat.org
or Marin Brown, 707-849-2265.

TED Configuration Options

TED operates in FileMaker Pro 11, and can be accessed on either Mac or Windows computers. FileMaker Pro is a desktop application that is relatively inexpensive, and can be purchased with an **educational discount** at 800-325-2747, or CDW at 800-800-4239.

You choose whether TED will run on a single computer, a server, or a network. Here's how it works.

1) You'll **purchase a copy of Filemaker Pro 11 for each computer on which someone is going to be using TED** ~ for entering events, registering people, printing name tags, entering evaluations, or generating reports.
Cost $179 per computer workstation

Jot down in the table who in your organization will be accessing TED for these kinds of tasks. For some organizations that will be one person, for others it might be several people. Once you know who, fill out the rest of this table so you know what software to purchase, and so CalSTAT can provide them with support.

Name	Role	Email	Phone	Mac or PC

2) If your organization has a **Server, we highly recommend that you also purchase Filemaker Server 11.** This will give your designated workstations access to a common TED file, handle automated back-ups of TED, enable TED's follow-up email functions, and allow for remote access to TED (for support and upgrades).
Cost $599 (You'll still need to purchase Filemaker for each computer using TED).
TED Support will help your IT staff install TED on the server.

3) If you do not choose the server option, you can still have several computers working off the same TED file if your **computers are Networked**. You'll install FileMaker Pro 11 on all computers that will access TED, and **on one "host" computer we'll install TED**. All those who want to access TED will connect to the computer where TED is hosted, via the network. For hosting, you can use the computer of the main TED user or a seldom-used computer in the office. **TED will have to be open on the host computer for the other computers to access it.**

Server or Networked	Name of Your IT Person	Email	Phone

Agreement for Services and Related Document Instructions

The <u>Agreement for Services</u> (AFS) with NCOE is for the $1000 Stipend and providing feedback to CalSTAT on TED, it also includes TED's Software Licensing agreement.

1) Fill in your Site's Name, Address, Phone Number, and Taxpayer ID# where indicated near the top of page one.
2) Read through the contract, this includes the software license agreement language.
3) Have the appropriate person Sign and Date the contract on page three. You'll need to submit **TWO ORIGINAL SIGNED COPIES**.
4) Complete the **W9** and submit along with the AFS.

Submit TED Options, 2 AFSs & W9 to: CalSTAT Project – TED
Attention: Marin Brown
Napa COE
5789 State Farm Drive, Suite 230
Rohnert Park, CA 94928

There are <u>two Insurance Documents</u> you are required to submit to CalSTAT, including both a "Certificate of Liability" and an "Endorsement Page". These are listed in the Agreement for Services, under Section 6, titled "Insurance". **You can send these <u>after</u> submitting the AFS.**

Your insurance agent should know what to do for this process. To get these documents you will need to work with your business department. The coverage required is $1,000,000 (which you already likely have). **Below you will find the language that needs to be added to the policy**.

On the Certificate Of Liability:

Under DESCRIPTION OF OPERATION…
"Napa County Office of Education, its Board of Trustees, officers, employees, volunteers and students as additionally insured with respect to the CalSTAT Project from October 1, 2011-June 30, 2012." (*This is the term of the contract.)*

Please name as the CERTIFICATE HOLDER… Napa County Office of Education, 2121 Imola Ave, Napa, CA 94559

On the Endorsement Page:

"Napa County Office of Education, its Board of Trustees, officers, employees, volunteers and students as additionally insured with respect to the CalSTAT Project from October 1, 2011-June 30, 2012." (*This is the term of the contract.)*
If Napa COE's address is placed on this page, it should be: 2121 Imola Ave, Napa CA 94559

Your $1,000 <u>stipend Invoice</u> can be submitted to CalSTAT after your AFS has been fully executed (we'll let you know when the AFS contract has gone through).

1) You can use the Invoice template provided; just fill in your site's info and the date and location of the services (the date on your invoice must be after the contract is fully executed).

Submit Insurance Documents and Invoice to: CalSTAT Project – TED
Attention: Marin Brown
Napa COE
5789 State Farm Drive, Suite 230
Rohnert Park, CA 94928

NAPA COUNTY OFFICE OF EDUCATION
2121 Imola Avenue, Napa CA 94559
CalSTAT Project
Agreement for Services

This agreement for personal or subcontract services and/or advice is hereby entered into between the **NAPA COUNTY OFFICE OF EDUCATION**
State Personnel Development Grant hereinafter "**NCOE**" and:

Contractor:
Street: City: State: Zip:
Telephone #:
Taxpayer I.D. #:
hereafter known as "**CONTRACTOR**."

1. TERM

CONTRACTOR shall commence work on October 1, 2011. The work shall be completed no later than June 30, 2012.

2. SCOPE OF SERVICES

CONTRACTOR is specially trained and experienced and competent and agrees to provide the special services required on a limited basis to the **NCOE**. The **CONTRACTOR** shall satisfactorily complete activities according to the specific services outlined in the **WORK TO BE PERFORMED** section of this Agreement.

CONTRACTOR understands and agrees that **CONTRACTOR** and all of its employees and subcontractors are not employees of the **NCOE** and are not entitled to benefits of any kind or nature normally provided employees of the **NCOE** and/or to which **NCOE** employees are normally entitled. **CONTRACTOR** shall be responsible to pay, according to law, all payments for income taxes, worker's compensation, unemployment insurance and self-employment (social security) taxes. No income or payroll taxes shall be withheld or paid by **NCOE** on behalf of **CONTRACTOR** or its employees or subcontractors. **CONTRACTOR** is responsible for maintaining appropriate tax related records.

CONTRACTOR shall furnish, at own expense, all labor, mileage, materials, equipment, and other items necessary to carry out the terms of this Agreement.

3. COMPENSATION

a) **NCOE** shall pay an amount not to exceed **$** 1,000.00 for all expenses and services provided under this Agreement. The rate of pay is all inclusive, covering time, effort, and travel.

b) The invoices for work complete shall be submitted to:
CalSTAT Project/Napa COE
Attention: Marin Brown
5789 State Farm Drive, Suite 230
Rohnert Park, CA 94928

c) The invoices shall set forth in detail the following items:
  - **I.** The dates that the services were provided
  - **II.** The type of services that were provided and the amount of time spent on each type of service provided

4. PERFORMANCE

In the performance of the work herein contemplated, **CONTRACTOR** is an independent contractor, with the authority to control and direct the performance of the details of the work, **NCOE** being interested only in the quality of the services and the results obtained.

CONTRACTOR shall comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work and shall notify **NCOE** if contract documents are at variance therewith. In the performance of the work authorized under this contract, **CONTRACTOR** shall not discriminate against any person, because of race, creed, color, religion, sexual orientation, gender or national origin.

5. INDEMNIFICATION

CONTRACTOR agrees to hold harmless, indemnify and defend **NCOE** and its trustees, employees, agents and volunteers from any and all claims, damages, losses and expenses, including attorney fees, arising or resulting from damage to property, injury or death to any person, firm or corporation in connection with its performance of this Agreement. **CONTRACTOR** also agrees to hold harmless, indemnify and defend **NCOE** and its trustees, officers, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to **CONTRACTOR** in connection with the performance of this Agreement.

6. INSURANCE

During the term of this contract and any extension or modification thereof, **CONTRACTOR** shall keep in effect a policy of Comprehensive/Commercial general liability insurance of at least $1,000,000 combined single limit for all damages arising out of injury to person/s or destruction of property for each occurrence. Not later than the effective date of this contract, **CONTRACTOR** shall provide NCOE with a certificate of insurance and an endorsement page naming the Napa County Office of Education, its Board of Trustees, officers, employees, volunteers and students as additionally insured. Coverage provided by this policy shall not be cancelled or materially changes without thirty (30) days written notice given to **NCOE**.

7. TERMINATION OF CONTRACT

Either party may terminate this agreement, in writing, at least 30 days prior to the date of termination. If contract is terminated, **CONTRACTOR** will be paid for all work completed.

8. WORK TO BE PEFORMED

Services to be rendered to **NCOE** by the **CONTRACTOR** as described below. **CONTRACTOR** will pilot the Training Evaluation Database (TED) developed by **NCOE** and provide feedback to help guide the future development of the database program.

9. LICENCE AGREEMENT

a) The term “Software” as used in this agreement shall mean the Training Evaluation Database or “TED” developed by **NCOE** under the contract with the State of California, department of Education, Special Education Division who is the owner of the copyright.

b) **NCOE** hereby grants, and **CONTRACTOR** hereby accepts a nontransferable, non-exclusive, worldwide, and royalty-free license to use the Software, subject to the conditions specified in this Agreement

c) **CONTRACTOR** agrees to use the Software for its sole and exclusive benefit as its location only.

d) **NCOE** is not under any obligation to install, test, maintain, update or modify the Software or provide technical support services to the **CONTRACTOR**. No such obligation on the part of **NCOE** shall arise or be implied on the part of **NCOE**, or its agent by the undertaking of such actions or services at any time.

e) **CONTRACTOR** will provide **NCOE** or its agents with information and feedback on its use and the functioning of the Software upon reasonable request.

f) **CONTRACTOR** shall indemnify and hold **NCOE** harmless from any claims, losses, costs, damages, expenses, or liability arising out of or in connection with its installation, testing, maintenance, modification, or use of the Software, including any loss of data or other occurrence caused by any corruption, deletion or nonperformance of the Software.

g) This Agreement shall remain in effect for as long as the State of California, Department of Education, Special Education Division permits the **NCOE** to distribute the Software unless this Agreement is terminated prior to that time by written notice to **CONTRACTOR**.

NCOE	**CONTRACTOR**
____________________	____________________
Chief Business Officer, Napa COE Josh Schultz	Contractor/Officer
____________________	____________________
Print Name	Print Name
____________________	____________________
Date	Date

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

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, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -------
☐ Other (see instructions) ▶

☐ 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 Line 1 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.

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

Social security number

or

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** ▶

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 28% 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.

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" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business 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" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

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, 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 chart below 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 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
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 (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, 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 *www.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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

[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 second 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. 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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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 personal 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.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.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 who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

INVOICE

BILL TO:
Napa County Office of Education – CalSTAT Project
Attention: Accounts Payable
Requested by: Marin Brown
5789 State Farm Drive, Suite 230
Rohnert Park, CA 94928

Date:	
Invoice #:	

PAYEE: (Name and Address ***must*** match W-9)

Name:	
Address:	

DESCRIPTION **(PLEASE INCLUDE DATE(S) OF SERVICE & RATE OF PAY)**	**AMOUNT**
Date: Location:	$1,000.00
TED Stipend: Selected to implement the use of the non-web-based TED program to track training and related outcomes to CalSTAT.	
Rate: $1,000.00	
TOTAL	**$1,000.00**

Print Name:	
Signature:	