

# MORGAN HILL UNIFIED SCHOOL DISTRICT

## Contract Approval Routing Slip

### 2019-20

The District employee that is providing the attached Services Agreement to the person or entity that will be providing special services to the District should first do the following:

1. Provide only the Morgan Hill Unified School District's approved Services Agreement. The Services Agreement should be completed in lieu of signing any vendor contract for services.
2. The completed Services Agreement needs to be submitted to the Assistant Superintendent, Business Services' office the Thursday prior to the Board deadline date, unless otherwise noted.

Title of MOU / Contract / Grant Agreement: <b>(please include not to exceed amount of contract)</b>		
Date Routed:	Date Due Back to #1 Below:	
Entered in Google Sheet if under \$100k <input type="checkbox"/>	Amount: \$	
Contract Initiator:	Initial: _____ Date: _____	Site:
1. Administrator responsible for implementation: _____		
Program Name: _____		Initial: _____
Budget # _____		Date: _____
2. Fawn Myers, Assistant Superintendent HR (Only for personnel contracts, ex: psychologist)		
		Initial: _____ Date: _____
3. Assistant Superintendent responsible for implementation: _____		
		Initial: _____ Date: _____
4. Fiscal Approvals		
Fiscal Services, Buyer	Initial: _____ Date: _____	
Fiscal Services, Director	Initial: _____ Date: _____	
Fiscal Services, SPED (SPED contracts only)	Initial: _____ Date: _____	
5. Department Executive Assistant, Confidential	Initial: _____ Date: _____	
6. Kirsten Perez, Deputy Superintendent and CFO		
		Initial: _____
		Date: _____
7. Return to responsible administrator (#1 above) to schedule for Board approval and submit to Superintendent's office with a Board agenda cover page. Please include this form with agenda item.		
8. Board Approval Date: _____		
9. Following Board approval, Superintendent's office will return to responsible administrator (#1 above) to initiate the Purchase Order Requisition.		
PO Req. # _____		



# MORGAN HILL UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made between Morgan Hill Unified School District, 15600 Concord Circle, Morgan Hill, CA 95037, hereinafter referred to as the DISTRICT, and the following named service provider hereinafter referred to as VENDOR:

**VENDOR NAME:**

**DBA:**

**ADDRESS:**

**MAILING ADDRESS:** (if different than above)

**CITY:**

**STATE:**

**ZIP:**

**PHONE:**

**FAX:**

**EMAIL ADDRESS:**

**FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER:**

*Vendor is responsible for updating contact information in a timely manner.*

**NOTE: Federal Regulations (Code Sections 6041 and 6209)** require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed on failure to furnish the taxpayer identification number. The DISTRICT requires your federal tax identification number or Social Security Number, whichever is applicable, in order to comply with these regulations.

**Check appropriate box for federal tax classification:**

**Individual/sole proprietor**

**C Corporation**

**S Corporation**

**Partnership**

**Trust/estate**

**Other** \_\_\_\_\_

**Limited Liability Company**    Type: \_\_\_\_ (C) \_\_\_\_ (S) \_\_\_\_ (P)

**Submittal of Documents:** The VENDOR shall not commence the work under this Agreement until the VENDOR has submitted and the DISTRICT has approved the certificate(s) and affidavit(s), and the endorsement(s) of the insurance required as indicated below:

	<b>Signed Agreement</b>
	<b>Insurance Certificates and Endorsements</b>
	<b>W-9 Form</b>
	<b>Workers' Compensation Certificate</b> (if applicable)
	<b>Tuberculosis Clearance</b> (if applicable)
	<b>Fingerprinting/Criminal Background Investigation</b> (if applicable)
	<b>DIR #</b> _____ (if applicable)
	<b>Addendum for Technology Service Agreement</b> (if applicable)

VENDOR: \_\_\_\_\_

TAX I.D. NUMBER: \_\_\_\_\_

### **1. TERM**

This Agreement is effective on \_\_\_\_\_ and terminates on \_\_\_\_\_ or upon completion of services, whichever occurs first.

VENDOR shall not undertake any work under this Agreement until this Agreement is reviewed and approved by the DISTRICT's Board of Education, and VENDOR is in receipt of a signed Agreement.

### **2. TERMINATION**

**2.1 Without cause by DISTRICT.** DISTRICT may, at any time, with or without reason, terminate this Agreement and compensate VENDOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by VENDOR. Notice shall be deemed given when received by the VENDOR no later than three (3) days after the day of mailing, whichever is sooner.

**2.2 Without cause by VENDOR.** VENDOR may, upon thirty (30) day notice, with or without reason, terminate this Agreement. Upon this termination, DISTRICT shall only be obligated to compensate VENDOR for services satisfactorily rendered to the date of termination. Written notice by VENDOR shall be sufficient to stop further performance of services to DISTRICT. VENDOR acknowledges that this thirty (30) day notice period is acceptable so that the DISTRICT can attempt to procure the services from another source.

**2.3 With cause by DISTRICT.** DISTRICT may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

**2.3.1.** Material violation of this Agreement by the VENDOR; or

**2.3.2.** Any act by VENDOR exposing the DISTRICT to liability to others for personal injury or property damage; or

**2.3.3.** VENDOR is adjudged bankrupt, VENDOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of VENDOR'S insolvency.

Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the DISTRICT may secure the required services from another VENDOR. If the expense, fees, and/or costs to the DISTRICT exceed the cost of providing the services pursuant to this Agreement, the VENDOR shall immediately pay the excess expense, fees, and/or costs to the DISTRICT upon the receipt of the DISTRICT'S notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available.

### **3. SUBCONTRACT OR ASSIGNMENT**

Neither party shall assign, delegate or subcontract any part of this Agreement without the written consent of the other party.

### **4. INTERPRETATION**

**In the event of any conflict or inconsistency between VENDOR'S agreement or documents and this MORGAN HILL UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT, the MORGAN HILL UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT shall prevail and supersede all other agreements or contract language.**

VENDOR: \_\_\_\_\_

TAX I.D. NUMBER: \_\_\_\_\_

**5. INDEPENDENT CONTRACTOR STATUS**

In the performance of the services to be provided, VENDOR is an independent contractor with the authority to control and direct the performance of the details of the work, and this Agreement shall not be construed to create the relationship of agent, employee, partnership, joint venture, or association. VENDOR understands and agrees that it and all of its employees are not employees of the DISTRICT and are not entitled to benefits to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, vacation or sick pay.

**6. TAX REPORTING / PAYMENT**

VENDOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including, but not limited to, Unemployment Insurance, Social Security and Income Taxes with respect to VENDOR'S employees. Pursuant to IRS regulations, the DISTRICT shall provide VENDOR in IRS identified tax classification with an annual statement of compensation on the appropriate federal forms (currently IRS Form 1099 Misc.).

**7. REGULATIONS**

VENDOR shall comply with all federal, state, and local laws, ordinances, regulations, permit requirements, and Board of Education's policies and regulations in performance of this Agreement, including as set forth herein at Paragraph 8.

**8. FINGERPRINTING AND CRIMINAL RECORDS CHECK**

The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to the VENDOR performing any of the services as listed in Item 12 of this Agreement. DISTRICT retains authority to remove any VENDOR employee from DISTRICT site upon the determination that he/she has not complied with this fingerprinting and background check requirement, or has been convicted of a violent or serious felony, as defined in Education Code §45122.1. VENDOR must notify the DISTRICT and remove any employee immediately should the VENDOR learn that an employee working on a DISTRICT site has been convicted of a serious or violent felony, or sex offense. Failure to provide notice as required above may result in cancellation of this Agreement by DISTRICT and further legal action by the DISTRICT where applicable.

**9. GOVERNING LAW**

This Agreement shall be governed under the laws of the State of California. VENDOR hereby consents to the jurisdiction of the state or federal courts of Santa Clara County, California.

**10. MISCELLANEOUS**

This Agreement contains the entire agreement between DISTRICT and VENDOR and supersedes any and all prior discussions, understandings, and negotiations, whether oral or in writing. This Agreement may not be modified or amended unless in writing and signed by both parties.

**11. INSURANCE AND INDEMNIFICATION**

VENDOR agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Education, officers, employees and agents, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments, liabilities and judgments, including attorneys fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused that may arise for any reason from VENDOR'S performance of this Agreement.

VENDOR must keep in full force and affect a policy or policies of Workers' Compensation Insurance in the amount or amounts required by applicable law.

**TAX I.D. NUMBER:** \_\_\_\_\_

## **12. DESCRIPTION OF SERVICES (SCOPE OF WORK)**

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### 13. COMPENSATION AND EXPENSES

**13.5.** All invoices must be submitted within 30 days of rendering services. DISTRICT reserves the right to reject invoices submitted for payment more than 30 days after services are performed.

VENDOR agrees all work prepared or produced during the course of this Agreement and arising from the

VENDOR: \_\_\_\_\_

TAX I.D. NUMBER: \_\_\_\_\_

services rendered (see Paragraph 12) shall be owned by and assigned to DISTRICT as its sole and exclusive property.

**15. AUDIT**

VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. VENDOR shall permit the DISTRICT, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the services covered by this Agreement. Audit(s) may be performed at any time, provided that the DISTRICT shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

**16. CERTIFICATES / PERMITS / LICENSES**

VENDOR and all VENDOR'S employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

**17. CONFIDENTIALITY**

VENDOR and all VENDOR'S agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**18. NOTICE**

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<b><u>DISTRICT</u></b> Morgan Hill Unified School District 15600 Concord Circle Morgan Hill, CA 95037  ATTN: _____	<b><u>VENDOR</u></b> _____ _____ _____  ATTN: _____
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**19. ATTORNEY FEES / COSTS**

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

**20. COMPLETION**

The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision, in a manner consistent with VENDOR'S status as an independent contractor, to secure the satisfactory completion thereof. Work must be completed in good workmanship like manner and in accordance with the generally accepted standard of care in the industry.

**21. SEVERABILITY**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or

**VENDOR:** \_\_\_\_\_

TAX I.D. NUMBER: \_\_\_\_\_

impaired thereby, except where enforcement is inconsistent with the parties' intent.

## **22. RELEASE, DISCHARGE OR WAIVER**

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

## **23. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same agreement.

**Any party signing this Agreement on behalf of the VENDOR hereby represents that he/she is duly authorized by the VENDOR to execute this Agreement and that the VENDOR has agreed to be bound by the provisions hereof.**

\_\_\_\_ (“VENDOR”)

(“VENDOR”)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MORGAN HILL UNIFIED SCHOOL DISTRICT (“DISTRICT”)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Kirsten Perez

Title: Deputy Superintendent and Chief Financial Officer

Date of Board Approval\_\_\_\_\_

Notwithstanding the effective date of this Agreement set forth in Paragraph 1, this Agreement shall not be considered accepted, approved or otherwise effective until 1) Board approval and 2) the required approvals and certifications have been implemented, provided by, or submitted to the DISTRICT, as appropriate.



MORGAN HILL UNIFIED SCHOOL DISTRICT  
AMENDMENT TO SERVICE AGREEMENT

**This Amendment to the Service Agreement** is hereby entered into on \_\_\_\_\_ by Morgan Hill Unified School District, (hereinafter referred to as "DISTRICT"), and \_\_\_\_\_

(hereinafter referred to as VENDOR) for the following services: \_\_\_\_\_

The following changes and/or revisions will be reflected as follows to the original Service Agreement. All prior agreements remain in force; **Amendment only reflects a change in the following: (PLEASE ONLY CHECK CHANGES THAT APPLY)**

**ORIGINAL PURCHASE ORDER NUMBER:** \_\_\_\_\_

☐ **TERM(S) OF CONTRACT: \*\*** \_\_\_\_\_

☐ **DESCRIPTION OF SERVICE(S): \*\*** \_\_\_\_\_

☐ **AMOUNT: \*\*** Original: \$ \_\_\_\_\_ *Total encumbered prior to this Amendment*

Change: \$ \_\_\_\_\_ *Additional amount to be encumbered*

New Total: \$ \_\_\_\_\_ *Total of two lines above*

☐ **BUDGET CODE:**

Old:										Amount
New: (re-enter if same as above)										

☐ **OTHER (PLEASE SPECIFY):**

*\*\* The Service Agreement Amendment is required to change: terms, description of services(s) or contractual amount and may require approval by the Board of Education.*

ORIGINAL BOARD APPROVAL DATE: \_\_\_\_\_

BOARD AMENDED DATE (if required): \_\_\_\_\_

\_\_\_\_\_  
VENDOR Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Site / Department Administrator Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Kirsten Perez, Deputy Superintendent and CFO

Date: \_\_\_\_\_





## **FINGERPRINTING / CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below must be checked, with the corresponding certification provided, and this form attached to the Services Agreement ("Agreement"):

**(To be completed by authorized DISTRICT employee only)** VENDOR'S employees will have only limited contact, if any, with DISTRICT pupils and the DISTRICT will take appropriate steps to protect the safety of any pupils that may come in contact with VENDOR'S employees so that the fingerprinting and criminal background investigation requirements of Education Code § 45125.1 shall not apply to VENDOR for the services under this agreement. As an authorized DISTRICT official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the DISTRICT (Education Code § 45125.1 (c))

\_\_\_\_\_  
District Representative Name and Title Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

The fingerprinting and criminal background investigation requirements of Education Code § 45125.1 apply to VENDOR'S services under this Agreement and VENDOR certifies its compliance with these provisions as follows:

VENDOR certifies that the VENDOR has complied with the fingerprinting and criminal background investigation requirements of Education Code § 45125.1 with respect to all VENDOR'S employees, subcontractors, agents, and subcontractors' employees or agents regardless of whether those employees are paid or unpaid, concurrently employed by the DISTRICT, or acting as independent contractors of the VENDOR, who may have contact with DISTRICT pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code § 45122.1. A complete and accurate list of all employees who may come in contact with DISTRICT pupils during the course and scope of the Agreement is attached hereto, or shall be provided to the DISTRICT prior to any employee having any contact with DISTRICT pupils, and an updated list of all employees who may come in contact with DISTRICT pupils during the course and scope of the agreement shall be provided to the DISTRICT within ten (10) days of DISTRICT's request.

VENDOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with DISTRICT pupils, pursuant to Education Code § 45125.2 DISTRICT shall ensure the safety of the pupils by at least one of the following as marked:

The installation of a physical barrier at the worksite to limit contact with pupils.

Continual supervision and monitoring of all VENDOR'S on-site employees of VENDOR by an employee of VENDOR, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

Surveillance of employees by DISTRICT personnel. **(To be completed by authorized DISTRICT employee only)**

\_\_\_\_\_  
District Representative Name and Title Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

I am a representative of the VENDOR entering into this Agreement with the DISTRICT and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the VENDOR.

Name of VENDOR or Company: \_\_\_\_\_ Date: \_\_\_\_\_

Representative's Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_



## **TUBERCULOSIS CLEARANCE**

The undersigned does hereby certify to the governing board of the DISTRICT as follows:

I am a representative of the VENDOR currently entering into this Agreement with the DISTRICT and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the VENDOR. VENDOR'S responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with DISTRICT pupils regardless of whether they are designated as employees or acting as independent contractors of the VENDOR.

VENDOR certifies that at least one of the following items applies to the Scope of Work that is the subject of this Agreement:

The VENDOR ensures that any person providing any portion of the services has completed the Tuberculosis Risk Assessment Questionnaire (in accordance with California Education Code Section 49406 and Health and Safety Code Sections 121525-121555) and found that VENDOR does not have risk factors, or if tuberculosis risk factors were identified, the patient has been examined and determined to be free of infectious tuberculosis, by a physician or surgeon, within 60 days of Board approval of the Agreement, or if previous contractor to the DISTRICT, within the last four (4) years. If there is however a positive result, chest x-ray verification is required.

Upon the DISTRICT'S request, a complete and accurate list of VENDOR'S employees and of all of its subcontractors' employees, who may come in contact with DISTRICT pupils during the course and scope of the Agreement, will be required to be furnished – indicating the date of each person's completion of the questionnaire and if necessary physical examination.

VENDOR'S Scope of Work under this Agreement is to be provided at an unoccupied school site only or will not be done on any DISTRICT property where any employee and / or subcontractor or supplier of any tier of Agreement shall come in contact with DISTRICT pupils.

DATE: \_\_\_\_\_

Name of VENDOR or Company: \_\_\_\_\_

Representative's Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_



## **WORKERS' COMPENSATION** **CERTIFICATION**

California law requires all employers to carry workers' compensation insurance, even if they have only one employee. If you are the sole owner and you have no employees, or if your business is an out of state corporation with no employees working in California, you may not be required to carry workers' compensation insurance. It is your responsibility to comply with the law. If you do not know whether you are required to carry workers' compensation insurance, find out by contacting the California Department of Industrial Relations ("DIR"). Information is also available on the DIR's website at <http://dir.ca.gov>.

Labor Code § 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of the ability to self-insure and to pay any compensation that may become due to its employees.

I understand that California Labor Code § 3700 et seq requires employers to provide workers' compensation insurance coverage for any employees of my business. I hereby warrant that this business is exempt from the California Labor Code provisions regarding workers' compensation insurance because it has no employees working in California or is a sole-owner with no employees.

I am aware of the provisions of Labor Code § 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Scope of Work of this Agreement.

DATE: \_\_\_\_\_

Name of VENDOR or Company: \_\_\_\_\_

Representative's Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

# 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.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> 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 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
					-				

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

<b>Sign Here</b>	<b>Signature of U.S. person ▶</b>	<b>Date ▶</b>
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## 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

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**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 this page), 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 SSA office or get this form online at [www.ssa.gov](http://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](http://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](http://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, apply for a TIN and 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 U.S. 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, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
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 Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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 2.

**\*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, 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](mailto: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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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. commonwealths and 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.



## MORGAN HILL UNIFIED SCHOOL DISTRICT

15600 CONCORD CIRCLE • MORGAN HILL, CA 95037 • (408) 201-6023

### STUDENT DATA CONFIDENTIALITY AGREEMENT

I acknowledge my responsibility to respect the confidentiality of student records and to act in a professional manner in the handling of student data. I will ensure that confidential data, including personally identifiable information (PII) is not created, collected, stored, maintained, or disseminated in violation of state and federal laws.

Furthermore, I agree to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from other school or district employees:

- I will comply with school district confidentiality policies, as well as state and federal confidentiality laws including Family Educational Rights and Privacy Act (FERPA): <http://www.ed.gov/offices/OM/fpc/ferpa/>, and the Children's Online Privacy Protection Act (COPPA): <https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>
- Student data will only be accessed for students for whom I have a legitimate professional need and will be used for the sole purpose of improving student achievement or ensuring student and school safety.
- I understand that student specific data is never to be transmitted via email or as an email attachment unless the file is encrypted, password protected or PII has been redacted.
- I will securely log in and out of the programs that store student specific data. I will not share my password nor keep password information in an accessible location. Any documents I create containing student specific data will be stored securely within the district network or within a password-protected environment. I will not store student specific data on any personal computer and/or external devices that are not password protected. (External devices include but are not limited to USB/thumb drives, external hard drives, cell phones and tablets.)
- I will not record any digital or online virtual learning or assessment sessions that would become part of a student's record.
- Regardless of its format, I will treat all information with respect for student privacy. I will not leave student data in any form accessible or unattended, including information on a computer display or hard copy documents.
- Any digital or hard copy records containing PII will be returned to the district office or school site when employment or job assignment has been completed or terminated.

By signing below, I acknowledge, understand and agree to accept all terms and conditions of the Morgan Hill Unified School District's Student Data Confidentiality Agreement.

---

Signature of Employee/Contractor

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Date

---

Print Name

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Job Title



**MORGAN HILL UNIFIED SCHOOL DISTRICT  
PUPIL RECORDS ADDENDUM  
TO TECHNOLOGY SERVICES AGREEMENT FOR CALIFORNIA EDUCATION CODE 49073.1  
COMPLIANCE**

This Addendum No. \_\_\_\_ is entered into between Morgan Hill Unified School District ("District") and \_\_\_\_\_ ("Service Provider") on \_\_\_\_\_.

**WHEREAS**, the District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Student Online Personal Information Protection Act ("SOPIPA");

**WHEREAS**, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

**WHEREAS**, the District and the Service Provider desire to have the Technology Services Agreement and the services provided comply with AB 1584.

**NOW, THEREFORE**, the parties agree as follows:

1. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
3. Pupil records obtained by Service Provider from District continue to be the property of and under the control of the District. The District (or the applicable school) maintains control of all data, and has the ability to login to the platform and make any required modifications.
4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows:

5. The options by which a pupil may transfer pupil-generated content to a personal account include:
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol:
7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures:
8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, eligible pupil, and District pursuant to the following procedure:
9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement. Service Provider will provide access to pupil records only to its employees and subcontractors who need to access the data to fulfill Service Provider's obligations under the Contract or this Addendum.

10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedures:

In furtherance of the foregoing, upon termination or expiration of the Service Agreement and this Addendum, Service Provider will, as applicable, securely return or destroy pupil records as reasonable directed by the District. In the event that the District requests destruction of any pupil records, Service Provider agrees to securely destroy all pupil records in its possession and in the possession of any subcontractors or agents to which the Service Provider might have transferred pupil records. Upon request by the District, Service Provider agrees to provide documentation of data destruction to the District.

11. Service Provider will not use pupil records for advertising or marketing purposes unless such use is specifically authorized by the Service Agreement or otherwise authorized in writing by the District.

IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

**Morgan Hill Unified School District**

**Service Provider**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Address for Notices: \_\_\_\_\_

Address for Notices: \_\_\_\_\_

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