

**INTERAGENCY AGREEMENT  
BETWEEN  
  
THE STATE OF WASHINGTON  
STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES  
  
AND  
  
NORTHWEST EDUCATIONAL SERVICE DISTRICT 189**

**THIS AGREEMENT**, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Washington State Board for Community and Technical Colleges, P.O. Box 42495, Olympia, WA 98504-2495, hereinafter referred to as “SBCTC,” and Northwest Educational Service District 189, 1601 R Avenue, Anacortes, WA 98221, hereinafter referred to as “Contractor.”

**IT IS THE PURPOSE OF THIS AGREEMENT** satisfy the legislature order Engrossed Substitute Senate Bill 5187 ([ESSB 5187](#)). In June 2023, the Washington legislature funded a CTE Dual Credit proviso (ESSB 5187) for the state board to administer a pilot program to increase career and technical education dual credit participation and credential attainment in professional technical programs. The state board, in collaboration with the office of the superintendent of public instruction, must select up to three community and technical colleges to participate in the pilot program during the 2023-24 and 2024-25 academic years. The colleges must be located within NWESD 189, and one must be Skagit Valley College. The state board must establish a stakeholder committee that is representative of students, faculty, staff, and agency representatives to inform this work.

**THEREFORE, IT IS MUTUALLY AGREED THAT:** The legislative proviso establishes SBCTC as the authorized agency to guide this work, ensuring stakeholder engagement and project deliverables. NWESD has agreed to enter into an interagency agreement with SBCTC to serve in a project management capacity to support key elements of the CTE Dual Credit Proviso. These specific responsibilities will be documented through a formal process and affirmed by both agencies.

**STATEMENT OF WORK**

Contractor shall perform the activities set forth in Attachment “A” and shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment “A” attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2023, and be completed on or before June 30, 2024, unless terminated sooner as provided herein. Upon satisfactory progress and continued funding, SBCTC may, in its sole discretion, extend this Agreement through June 30, 2025, by executed signed amendment.

**PAYMENT**

The parties have determined that the cost of accomplishing the work herein will not exceed seventy-five thousand dollars (\$75,000). Compensation for service(s) shall be paid upon completion of work as outlined in Attachment "A" and is contingent upon acceptance of relevant work products and approval of vouchers by the SBCTC. Funding for this contract is provided from state funds.

**BILLING PROCEDURE**

The Contractor shall submit properly completed invoices in accordance with the deadlines stated in Attachment "B" to [EduContracts@sbctc.edu](mailto:EduContracts@sbctc.edu). Payment to the Contractor for approved and completed work will be made by warrant or account transfer by the SBCTC within 30 days of receipt and approval of the invoice.

Upon expiration of the Agreement, any claim or payment not already made shall be submitted within 30 days after the expiration date or July 10, 2024, whichever is earlier. The final invoice shall certify Contractor has completed all requirements of this Agreement.

**DUPLICATION OF BILLED COSTS**

Contractor shall not bill SBCTC for services performed under this contract, and SBCTC shall not pay Contractor, if Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**FUNDING CONTINGENCY**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, SBCTC may:

- a. Terminate this Agreement with 30 days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- c. After a review of project expenditures and deliverable status, extend the end date of this

- Agreement and postpone deliverables or portions of deliverables, or
- d. Pursue such other alternative as the parties mutually agree to writing.

### **AMENDMENT**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **ASSURANCES**

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state, and local laws, rules, and regulations as they currently exist or amend.

### **CONTRACT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

**The program manager for Contractor is:**

NWESD 189  
Dr. Fredrika Smith  
1601 R Avenue  
Anacortes, WA 98221-2276  
Telephone: 360-299-4029  
Email: [fsmith@nwesd.org](mailto:fsmith@nwesd.org)

**The program manager for SBCTC is:**

Dr. William Belden  
PO Box 42495  
Olympia, WA 98504  
Telephone: 360-704-4359  
Email: [wbelden@sbctc.edu](mailto:wbelden@sbctc.edu)

### **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

**GOVERNANCE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

**INDEMNIFICATION**

Both parties hereto agree to be responsible and assume liability for their own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. Contractor does not warrant or assume liability for the interpretation or use of project data or results.

**INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**NON-COMPLIANCE**

If Contractor claims and is reimbursed for costs under a cost reimbursement contract which the SBCTC later finds were (a) claimed in error or (b) not allowable costs under the terms of the contract, the SBCTC shall recover those costs and Contractor shall fully cooperate during the recovery.

**ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes, and local laws, rules, and regulations;
- b. Statement of work;
- c. Exhibits and Appendices – listed separately, and
- d. Any other provisions of the Agreement, including materials incorporated by reference.

**PUBLICITY**

The CONTRACTOR agrees to submit to SBCTC all advertising and publicity matters relating to this contract wherein SBCTC'S name is mentioned, or language used from which the connection of SBCTC'S name may, in SBCTC'S judgment, be inferred or implied. The CONTRACTOR agrees

not to publish or use such advertising and publicity matters without the prior written consent of SBCTC.

### **RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after dispersal of funds, the termination or expiration of the Agreement, or the resolution of litigation or audits related to the Agreement, whichever is latest. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

### **RESPONSIBILITIES OF THE PARTIES**

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions of the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

### **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the SBCTC. Data shall include, but not be limited to, all correspondence, papers, documents, reports, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, files, films, tapes, and/or sound reproductions or other products prepared or reproduced. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Contractor shall retain a copy for educational and research purposes. Nothing herein shall authorize the copy retained by Contractor hereunder to be used for any commercial purpose. If for any reason the data originating from this Agreement is not considered a work made for hire under applicable law, Contractor assigns and transfers to the SBCTC the entire right, title and interest in and to all rights in the data developed as a result of this Agreement and any registrations and copyright

applications relating thereto and any renewals and extensions thereof.

### **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the SBCTC may terminate the contract under the "Termination" clause, without the 15-day notice requirement, subject to renegotiation at the SBCTC's discretion under those new funding limitations and conditions.

### **SEVERABILITY**

If any provision of this Agreement, or any provision of any document incorporated by reference, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement; and to this end the provision of this Agreement are declared to be severable.

### **SUBCONTRACTING**

- a. "Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- b. Except as otherwise provided in the Agreement, Contractor shall not subcontract any of the contracted services without the prior approval of SBCTC. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Agreement shall not discharge Contractor from its obligations under this Agreement.

### **TERMINATION FOR CAUSE**

If for any cause, Contractor does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the SBCTC will give Contractor written notice of such failure or violation. The Contractor will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice from SBCTC.

**TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. If the Agreement is terminated, all reports and data gathered by Contractor prior to termination shall, at the option of the SBCTC, become the property of the SBCTC.

**TERMINATION PROCEDURES**

Upon termination of this contract, SBCTC, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to SBCTC any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

SBCTC shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by SBCTC, and the amount agreed upon by the CONTRACTOR and SBCTC for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by SBCTC, and (iv) the protection and preservation of property, unless the termination is for default, in which case SBCTC shall determine the extent of the liability of SBCTC. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. SBCTC may withhold from any amounts due the CONTRACTOR such sum as SBCTC determines to be necessary to protect SBCTC against potential loss or liability.

The rights and remedies of SBCTC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by SBCTC, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to SBCTC, in the manner, at the times, and to the extent directed by SBCTC, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case SBCTC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of SBCTC to the extent SBCTC may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to SBCTC and deliver in the manner, at the times, and to the extent directed by

SBCTC any property which, if the contract had been completed, would have been required to be furnished to SBCTC;

6. Complete performance of such part of the work as shall not have been terminated by SBCTC; and
7. Take such action as may be necessary, or as SBCTC may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which SBCTC has or may acquire an interest.

#### **TREATMENT OF ASSETS**

- A. Title to all property furnished by SBCTC shall remain in SBCTC. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in SBCTC upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in SBCTC upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by SBCTC in whole or in part, whichever first occurs.
- B. Any property of SBCTC furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by SBCTC, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of SBCTC that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any SBCTC property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify SBCTC and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to SBCTC all property of SBCTC prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

#### **WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

#### **ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.



**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**Northwest Educational Service  
District 189**

**State of Washington,  
State Board for Community  
and Technical Colleges**

*Larry Francois*

Signature

10/9/2023

Date

Larry Francois

Print Name

Superintendent

Title

*Joyce Hammer*

Signature

10/13/2023

Date

Joyce D. Hammer, Ph.D

Print Name

Deputy Executive Director of Education

Title

## ATTACHMENT A STATEMENT OF WORK

### NWESD Scope of Work & Deliverables

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SBCTC recognizes the importance of building upon the successful CTE Dual Credit initiatives already taking place under the leadership of NWESD. SBCTC believes contracting specific project elements with NWESD is efficient and strengthens the overall project. The scope and authority of this agreement is limited to those operations within existing rule, law, and policy as established by SBCTC, the pilot colleges, and NWESD 189. NWESD agrees to serve in a project management contractual relationship with SBCTC to support the following elements of the pilot.

#### **Project Management: Research, Planning, Support, and Subcontracting:**

- Develop the work plan identifying goals, assignments, milestones, outcomes and timelines.
- Support SBCTC in the Identification of up to four primary regional pathways of focus. building on existing partnerships, map and align CTE courses and programs to these pathways.
- Provide leadership in development and adoption of uniform articulation agreement template among proviso partners.
- Subcontracting is allowable, within the awarded funding, to ensure project deliverables are met. NWESD 189 is responsible for the vetting, hiring, and managing of subcontracts made to achieve the terms of this Agreement.
- Convene project stakeholders and partners, as necessary, to achieve project deliverables.
- Provide technical assistance to pilot colleges in fulfilling project deliverables.
- Monitor and document participation, progress, and completion of assigned project deliverables, including meeting notes, action items, and deadlines.
- Meet monthly with SBCTC project leadership, and as needed, to provide updates and identify progress.

#### **Meeting Convening and Facilitation:**

- Schedule and create agendas for stakeholder meetings.
- Facilitate meetings with pilot college and SBCTC stakeholders to:
  - Develop shared understanding, vision, and strategy to develop meaningful CTE dual credit pathways that lead to post-secondary enrollment.
  - Create intentional connections and articulations in career pathways that include:
    - Scaling identified college pathways
    - Pathways that lead to IRC's and align to high wage, high demand industries
- Facilitate SME conversations to review, identify, and propose necessary revisions and alignment of CTE Dual Credit procedures. In collaboration with SBCTC:

- Identify and pilot CTE Dual Credit registration and transcription process improvements.
  - Identify and pilot enhancements to existing CTE Dual Credit data tracking/reporting processes.
- Engage instructional leadership and faculty in review of course outcomes, grading criteria, and professional development opportunities toward developing and standardizing process improvements.

**Data Collection and Reporting:**

- Research and recommend solutions to improve reporting of CTE Dual Credit student enrollment, engagement, and outcomes in CTC Link.
- Identify and recommend systems and resource enhancements to streamline and improve the student experience.
- Submit quarterly progress and end of year reports to SBCTC including:
  - Narrative highlights regarding work plan progress and milestone achievement.
  - Number of additional articulations created.
  - Number of students enrolled in newly created and articulated courses, programs, and pathways.

## ATTACHMENT B BUDGET

### Budget Proposal:

Organization	Year 1 Allocation	Year 2 Allocation	Expense
NWESD	\$75,000.00	\$75,000.00	Staffing/Convenings/Stipends
SVC	TBD	TBD	Staffing/Articulations/Stipends
BTC/WCC	TBD	TBD	Staffing/Articulations/Stipends
EVCC	TBD	TBD	Staffing/Articulations/Stipends
SBCTC Goods & Services	\$15,000.00	\$15,000.00	Contract/Software/Other
SBCTC Travel	\$5,000.00	\$5,000.00	Travel
<b>Total</b>	<b>\$350,000.00</b>	<b>\$350,000.00</b>	

## INVOICING DEADLINES

Submit invoice in accordance with the following deadlines:

For work completed in:	Invoice no later than:
July – September 2023	<b>October 10, 2023</b>
October – December 2023	<b>January 31, 2024</b>
January – March 2024	<b>April 30, 2024</b>
April – June 2024	<b>July 10, 2024</b>

Form **W-9**  
(Rev. October 2018)  
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.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Northwest Educational Service District 189**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ► **Government**

4 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) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**1601 R Avenue**

Requester's name and address (optional)

6 City, state, and ZIP code

**Anacortes, WA 98221**

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

EIN

Social security number

Not applicable -

or

Employer identification number

91-0868056

## 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 for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Larry Francois*

Date ► 10/9/2023

## General Instructions

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

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

## 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, later.

By signing the filled-out form, you:

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, and
4. 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*, later, 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 Pub. 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 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## 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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. 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*, earlier.

**\*Note:** The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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.

**SBCTC**



Dear Supplier:

The purpose of this letter is to collect information from you that will allow us to pay you more efficiently through Automatic Check Handling (ACH). ACH will allow us to forego the delays and errors inherent in check printing and mailing and get your money to you quicker. SBCTC Policy as of July 1, 2022, all ACH payments are the required form of payment for all contract payments.

Name (must match W-9):

Northwest Educational Service District 189

Doing Business As:

NWESD 189

ABA/Routing #: 323371076

Account Number: 3667025241

Account Type: ☒ Checking  
☐ Savings

Please fill in the information above and save it. Return the completed form to:

[EduContracts@sbctc.edu](mailto:EduContracts@sbctc.edu) .

If you have questions, please contact Brenda Philpott at [bphilpott@sbctc.edu](mailto:bphilpott@sbctc.edu) .

Thank you for your participation.



## Contractor Information

Please complete the form below. Note that your email will be used for all contracts communications, including notification(s) that payment for your work have been issued.

**Contractor Name:** Sinead Plagge

**Mailing Address:** 1601 R Avenue

**City, State, ZIP:** Anacortes WA 98221

**Telephone:** 360-299-4029

**Email:** splagge@nwesd.org

**Tax ID Number (TIN or SSN):** 91-0868036

1. **Business Type (choose one):**

2. **Select the designation that applies to your business (see definitions on page 2):**

- a. Skip this question and proceed to question #4 if your business type is individual.
- b. Skip this question and proceed to question #5 if your business type is non-profit or public entity.

3. **Veteran-, minority-, or woman-owned business status:**

Veteran-owned business certified through DVA

Certification #:

Not applicable

Veteran-owned business NOT certified through DVA

x N/A

Minority-owned business certified through OMWBE

Certification #:

Not applicable

Minority-owned business NOT certified through OMWBE

x N/A

Woman-owned business certified through OMWBE

Certification #:

Not applicable

Woman-owned business NOT certified through OMWBE

x N/A

Individual woman

4. **Individuals only – select the designation that applies to you:**

Not applicable

5. State rules require Washington state employees, full or part time, to seek Ethics Board approval before entering in to contract work with other state agencies. State employees include community and technical colleges, public 4 year colleges, but exclude K-12 employees and students.

**Is the contractor a current employee of a Washington state agency or a public college in Washington? For contractors with multiple employees, are any employees current state agency or public college in Washington employees?** No

a. If yes, what is the name of the employee? Not applicable

6. **Is the contractor a retiree of the state of Washington? For contractors with multiple employees, are any employees retirees of the state of Washington?** No

a. If yes, what is the name of the retiree? Not applicable

**Signature:** Larry Francois

**Name:** Larry Francois

**Date:** 10/9/2023

## Small Business Definitions

**Small business** means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:

- a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:
  - i. Fifty or fewer employees; or
  - ii. A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or
- b) Is certified with the office of women and minority business enterprises under chapter 39.19 RCW

**Mini business** means any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that:

- a) Is owned and operated independently from all other businesses; and
- b) Has a gross revenue of less than three million dollars, but one million dollars or more annually as reported on its federal tax return or on its return filed with the department of revenue.

**Micro business** means any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that:

- a) Is owned and operated independently from all other businesses; and
- b) Has a gross revenue of less than one million dollars annually as reported on its federal tax return or on its return filed with the department of revenue.

## Veteran Owned Business Certification Information

### Washington State Department of Veterans Affairs

Veteran owned business certification information – type into your web browser:

<http://www.dva.wa.gov/program/veteran-owned-business-certification>

List of Certified Veteran and Servicemember Owned Businesses – type into your web browser:

<http://www.dva.wa.gov/program/certified-veteran-and-servicemember-owned-businesses>

## Minority and Women's Business Certification Information

**Washington State Office of Minority and Women's Business Enterprises (OMWBE)** – type into your web browser:

<http://omwbe.wa.gov>