

DATA-INFORMED SUPPORT PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made as of the 1st day of July in the year 2023, between The School Board of Hamilton County, Florida, whose address is 5686 US Highway 129 South – Suite 1, Jasper, FL 32052 (hereinafter referred to as the "SCHOOL BOARD"), and Mrs. Karen Mitchell, ESF Educational Consulting, whose address is 807 SW Mandiba Dr. Lake City, FL 32024, (hereinafter referred to as the "PROFESSIONAL").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services: The PROFESSIONAL shall perform the following services:
 - A. Evaluate student transcripts and academic performance in Grades 6-12;
 - B. Gather data to assist high school instructional, guidance personnel, and administrative staff with student academic plans, graduation audits, and data-informed decision making;
 - C. Assist guidance personnel with course registrations and development of a master schedule for the upcoming school year;
 - D. Assist with data collection and transcript review of Oak Grove students as needed.

Nothing herein shall limit the SCHOOL BOARD's right to obtain proposals or services from other professionals for similar projects.

2. Insurance: The PROFESSIONAL shall maintain throughout this Agreement insurance in the types and amounts provided in Appendix A which is attached and made a part of this agreement. Further:

- A. "The School Board of Hamilton County, Florida and its members, officers, and employees" shall be an additional named insured on all those coverages/policies listed in Appendix A except Workers' Compensation Insurance and Professional Liability Insurance.

- B. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the PROFESSIONAL.

- C. The PROFESSIONAL shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:

- (i). The company must be (1) authorized by existing certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or

- (ii). With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"SCHOOL BOARD"
THE SCHOOL BOARD OF HAMILTON
COUNTY, FLORIDA

By: *Lee Wetherington-Zamora*
Superintendent
Date: 06-27-23

"PROFESSIONAL"
KAREN MITCHELL, JASPER FL

By: *Karen Mitchell*
Date: June 21, 2023

APPROVED BY HAMILTON SCHOOL BOARD

ON 6/27/23
Lee Wetherington-Zamora
SUPERINTENDENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"SCHOOL BOARD"
THE SCHOOL BOARD OF HAMILTON
COUNTY, FLORIDA

By: [Signature]
Superintendent
Date: 11-27-20

"PROFESSIONAL"
KAREN MITCHELL, JASPER FL

By: [Signature]
Date: 11-27-20

APPROVED BY HAMILTON SCHOOL BOARD
ON 11-27-20
[Signature]
SUPERINTENDENT

12. **Term and Termination:** The term of this Agreement shall be in effect from 7/1/23 to 6/30/24. All or part of this Agreement may be terminated by the SCHOOL BOARD or the PROFESSIONAL, for its convenience, upon no less than thirty (30) days' written notice to the other party of such intent to terminate. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination. The agreement may be renewed for two additional one-year periods upon the mutual written consent of both parties.
13. **Approval of Personnel:** The SCHOOL BOARD reserves the right to approve the contact person and the persons actually performing the PROFESSIONAL services on behalf of PROFESSIONAL pursuant to this Agreement. If SCHOOL BOARD, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, SCHOOL BOARD may require that the PROFESSIONAL assign a different person or persons to be the contact person or to perform the PROFESSIONAL services hereunder.
14. **Disclosure of Conflict:** The PROFESSIONAL has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and its duties under this Agreement.
15. **Background Investigations:** The PROFESSIONAL represents and warrants to the SCHOOL BOARD that the PROFESSIONAL has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. PROFESSIONAL covenants to comply with all requirements of the above-cited statutes and shall provide the SCHOOL BOARD with proof of compliance upon request. PROFESSIONAL agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any liability in the form of physical injury, death, or property damage resulting from the PROFESSIONAL'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.
16. **Modifications and Amendments:** This Agreement may be modified or amended only by a written document signed by authorized representatives of the PROFESSIONAL and SCHOOL BOARD.
17. **Subcontracts and Assignment:** PROFESSIONAL shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from the SCHOOL BOARD. Any subcontractor or assignee shall be bound by the terms of this Agreement, including, but not limited to, the fingerprinting, insurance, and indemnification provisions.
18. **Entire Agreement:** This constitutes the entire agreement between SCHOOL BOARD and PROFESSIONAL and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.
19. **Severability Clause:** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.
20. **Authority:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

D. The PROFESSIONAL shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the PROFESSIONAL. The certificate of insurance shall contain the provision that the SCHOOL BOARD be given no less than thirty (30) days' written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the PROFESSIONAL shall be responsible for submitting new or renewed certificates of insurance to the SCHOOL BOARD at a minimum of fifteen (15) calendar days in advance of such expiration.

E. Unless otherwise notified, the certificate of insurance shall be delivered to:

Hamilton County Schools
Attn: Business Services Department
5683 US Highway 129 South – Suite 1
Jasper, Florida 32052

F. The name and address of the Certificate Holder on the certificate of insurance must be:

The School Board of Hamilton County, Florida
5683 US Highway 129 South – Suite 1
Jasper, Florida 32052

G. In the event that PROFESSIONAL fails to maintain insurance as described in Section 2 and Appendix A of this Agreement, such failure will constitute a material breach of this Agreement and will be cause for immediate termination of this Agreement. If such a breach occurs, then PROFESSIONAL agrees that SCHOOL BOARD may take any action necessary at law or in equity to preserve and protect SCHOOL BOARD'S rights.

3. Indemnification: The PROFESSIONAL agrees to make payment of all proper charges for the labor required in the aforementioned work and the PROFESSIONAL shall indemnify SCHOOL BOARD and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of PROFESSIONAL under this Agreement; or the negligence of the PROFESSIONAL in the performance of its duties under this Agreement, or any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants. PROFESSIONAL shall defend, indemnify, and save harmless the SCHOOL BOARD or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the SCHOOL BOARD or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of PROFESSIONAL'S duties under this Agreement, or through the negligence of the PROFESSIONAL in the performance of its duties under this Agreement, or through any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants.

4. Codes, Laws, and Regulations: PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

5. **Permits, Licenses, and Fees:** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.
6. **Access to Records:** PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. PROFESSIONAL shall ensure that such records are available for examination by the SCHOOL BOARD during PROFESSIONAL'S normal business hours. PROFESSIONAL shall maintain such records for a period of three (3) years after the date of the final invoice.
7. **Payment:** The SCHOOL BOARD shall compensate PROFESSIONAL for their services in the following manner:
 - A. **A price per hour rate of \$40 per hour.**
 - B. **Total allocation for services during the grant period shall not exceed \$20,000.**

Invoices for hourly rate services shall be submitted on a monthly basis to the Grant Manager for approval and shall include the following:

- (a) **The date the services were performed;**
- (b) **Name of the person performing the task;**
- (c) **A description of services performed;**
- (d) **Time spent performing the service;**
- (e) **The hourly rate applicable to the individual performing the service;**
- (f) **The fee being charged**

*Please note that invoices must also be accompanied by weekly logs and other evidence outlined within the project's performance accountability form.

8. **Independent Contractor:** The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venturer, or employee of the SCHOOL BOARD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SCHOOL BOARD to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the SCHOOL BOARD to the PROFESSIONAL. PROFESSIONAL shall be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.
9. **Assignment:** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
10. **No Third Party Beneficiaries:** This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the SCHOOL BOARD.
11. **Jurisdiction:** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, the venue shall lie only in the appropriate court of subject matter jurisdiction, in and for Hamilton County, Florida.

APPENDIX A

PROFESSIONAL shall maintain the following insurance coverages in force and effect during the duration of the Agreement (check all that are applicable):

1. _____ GENERAL LIABILITY

- A. Contractor shall maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 Products/Completed Operations Aggregate for bodily injury and property damage.**
- B. If work performed under the contract will require contact with students' coverage must include sexual abuse and molestation.**
- C. The policy must name The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents as additional insured using ISO additional insured endorsement CG 20 26 or its equivalent.**
- D. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs available to The School Board of Hamilton County, Florida using ISO endorsement CG 20 01 or its equivalent.**

2. _____ AUTOMOBILE LIABILITY

- A. Contractor shall maintain automobile liability insurance with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.**
- B. Coverage must include all owned, leased, hired, non-owned, and employee non-owned vehicles and, where applicable, provide personal injury protection.**

3. _____ WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

- A. Contractor agrees to maintain workers' compensation coverage in accordance with Chapter 440, Florida Statutes as may be amended from time to time, including employer's liability insurance.**
- B. The minimum Employers' Liability limits required are \$500,000/\$500,000/\$500,000.**
- C. Coverage will apply to all those persons rendering services to Contractor for The School Board of Hamilton County, Florida.**
- D. The policy will provide a Waiver of Subrogation endorsement in favor of The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents.**

4. _____ PROFESSIONAL LIABILITY

- A. Contractor shall maintain professional liability insurance with a minimum limit of \$1,000,000 each claim and \$2,000,000 aggregate covering professional misconduct or lack of ordinary skill for those positions defined in the scope of services in the contract.**

- B. PROFESSIONAL must provide proof of coverage for up to two (2) years after the completion of the project.**

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL COVERAGES

- 1. The Contractor agrees to provide the Board with a certificate or certificates of insurance evidencing the required insurance. Compliance with the requirements of this paragraph shall not relieve the Contractor of its liability and obligations under this Agreement.**

NOTICE OF CANCELLATION:

- 2. Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to The School Board of Hamilton County, Florida, and except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given.**
- 3. Such notice shall be sent directly to The School Board of Hamilton County, Florida.**
- 4. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify The School Board of Hamilton County, Florida of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect.**

APPENDIX B

THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA **Agreement Rider Maintenance and Public Access to Records**

In compliance with Section 119.0701, Florida Statutes (2016) the Vendor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by Board in order to perform the services provided by the Vendor. Any documents created by the Vendor related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Board.
- D. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Vendor or keep and maintain public records required by the Board to perform the service. If the Vendor transfers all public records to the Board upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.
- E. If the Vendor does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of Vendor to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the Vendor to compel production of public records where the Vendor has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Vendor as authorized by 119.0701, Fla. Stat.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE VENDOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA: Phillip Pinello, Assistant Superintendent, The School District of Hamilton County, Florida , 5683 South US Highway 129, Suite 1, Jasper, Florida 32052, email address: philip.pinello@hamiltonfl.com. telephone number (386) 792-7802.

APPENDIX C

REGISTRATION AND USE OF E-VERIFY SYSTEM

Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, PROFESSIONAL shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

- A. PROFESSIONAL must provide evidence of compliance with Fla. Stat. § 448.095 no later than the contract origination date. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- B. Failure to comply with this provision is a material breach of the Agreement, and SCHOOL BOARD may choose to terminate the Agreement at its sole discretion. PROFESSIONAL may be liable for all costs associated with School Board securing the same services, including, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have executed this PROFESSIONAL SERVICES CONTRACT ADDENDUM the day and year written below.

Professional:

Karen Mitchell
Name

Title

Karen Mitchell
Signature

6-21-23
Date

Contractor E-Verify Registration Number *

*** If applicable, required to be provided before contract is fully executed.**

District:

E-Verify is ☐ / is not ☐ applicable to this contract (N/A only to sole proprietors without employees). If applicable, do not sign until the E-Verify Registration Number has been provided.

BY: _____
District Authorized Signature

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME:	
	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
INSURED Rex L. Mitchell ESF Educational Consulting Inc. 807 SW Mandiba Dr Lake City, FL 32024	E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State National Insurance Company, Inc.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 964452794 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NXTDX7L4HF-00-GL	04/27/2023	04/27/2024	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
	MED EXP (Any one person) \$15,000.00						
	PERSONAL & ADV INJURY \$1,000,000.00						
							GENERAL AGGREGATE \$2,000,000.00
							PRODUCTS - COMP/OP AGG \$2,000,000.00
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
A	Professional Liability	X		NXTDX7L4HF-00-GL	04/27/2023	04/27/2024	Each Occurrence: \$1,000,000.00 Aggregate: \$2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Hamilton County School District. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

Hamilton County School District
5683 US Highway 129 S Ste 1
Jasper, FL 32052

LIVE CERTIFICATE



[Click or scan to view](#)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ana Ryan

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Request for Taxpayer Identification Number and Certification

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

► Go to 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. Rex L. Mitchell	
	2 Business name/disregarded entity name, if different from above ESF Educational Consulting Inc.	
	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. <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) ► 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. <input type="checkbox"/> Other (see instructions) ►	
	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 807 SW Mandiba Drive 6 City, state, and ZIP code Lake City, FL 32024	7 List account number(s) here (optional)
Requester's name and address (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.

Social security number								
			-					
or								
Employer identification number								
8	7		-	3	6	4	0	7 7 0

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 ► *Rex L. Mitchell*

Date ► *4/30/23*

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.

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.