



Camino Nuevo Charter Academy

INDEPENDENT CONTRACTOR AGREEMENT

I. This Independent Contractor Agreement (hereinafter called "Agreement") is dated this 12 day of December, 2023, by and between Camino Nuevo Charter Academy (hereinafter called "CNCA"), located at 3435 W. Temple Street, and Mathnasium (hereinafter called "Contractor"), located at 11700 W Charleston Blvd #190, Las Vegas, NV 89135.

II. **Description of Mathnasium Tutoring.** In consideration of their mutual covenants, the parties hereto agree as follows: The Mathnasium Tutoring to be provided by **Contractor** pursuant to this Agreement (Mathnasium Tutoring), including details regarding the contact that **Contractor** and its assigns will have with students, are described in

Attachment A - Description of Mathnasium Tutoring – (MUST BE COMPLETED AND ATTACHED TO THIS DOCUMENT)

Contractor hereby verifies that it is specially trained or experienced and competent to provide the Mathnasium Tutoring required by this Agreement and acknowledges that **CNCA** has entered into this Agreement in reliance on the above verification.

III. **Term of Agreement.** The work specified above will commence on January 16, 2024 and will be completed by April 26, 2024. **CNCA** has no legal obligation to renew this Agreement and the decision to do so shall be entirely within the discretion of **CNCA**.

IV. **Billing.** In consideration of the Mathnasium Tutoring provided, **Contractor** will submit invoices annually and will be paid at the rate of \$131,000 per year by January 14, 2024. The total contract amount will not exceed \$131,000. Payment is due within thirty (30) days of receipt of invoice.

V. **Indemnification.** **Contractor** agrees to defend, indemnify and hold harmless **CNCA**, its officers, directors, employees, agents, affiliates, owners, volunteers, successors and assigns from and against any and all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and/or damage to property sustained, or claimed to have been sustained, arising out of any act or omission by **Contractor** or its sub-Contractors, and/or any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the Mathnasium Tutoring of the **Contractor**, whether authorized by this Agreement or not. **Contractor** further agrees to waive all rights of subrogation against **CNCA**. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of **CNCA** or any of its agents or employees.

VI. **Insurance.** **Contractor** shall, at its own expense, procure and maintain at all times it performs any portion of the Mathnasium Tutoring the following insurance with minimum limits equal to the amounts indicated below.

1) Minimum Scope of Insurance

- a) *Commercial General Liability and Automobile Liability Insurance.* Commercial General Liability Insurance and Automobile Liability Insurance that shall protect **Contractor**, **CNCA**, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Mathnasium Tutoring. (Form CG 0001 and CA 0001) Commercial General Liability insurance shall include contractual liability, products liability, completed operations and broad form property damage coverage.
- b) *Workers' Compensation and Employers' Liability Insurance.* Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Mathnasium Tutoring. In accordance with provisions of section 3700 of the California Labor Code, **Contractor** shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Mathnasium Tutoring under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Mathnasium Tutoring.

- c) *Professional Liability (Errors and Omissions) Insurance*. Professional Liability (Errors and Omissions) Insurance against loss due to error, omission or malpractice, unless waived in writing by **CNCA**.
- d) *Sexual Abuse & Molestation Insurance*. Sexual Abuse & Molestation Insurance covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action, or liability associated with child molestation or sexual abuse.

2) Minimum Limits of Insurance

- i. *Commercial General Liability Insurance*: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; \$3,000,000 general aggregate.
 - ii. *Automobile Liability Insurance*: \$1,000,000 combined single limit per accident for bodily injury and property damage; \$2,000,000 general aggregate.
 - iii. *Workers' Compensation and Employers' Liability Insurance*: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
 - iv. *Professional Liability (Errors and Omissions) Insurance*: \$1,000,000 single limit per claim; \$2,000,000 general aggregate.
 - v. *Sexual Abuse & Molestation Insurance*. \$2,000,000 per claim and in aggregate if this coverage is applicable to the Mathnasium Tutoring provided.
- 3) Claims-Made Forms: If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Such insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- 4) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by **CNCA**.
- 5) Other Insurance Provisions: The policies shall contain, or be endorsed to contain, the following provisions:
- a) *General Liability and Automobile Liability Coverages*
 - i. **Contractor's** insurance coverage shall be primary insurance with respect to **CNCA**, its officers, board members, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by **CNCA**, its officers, board members, officials, employees, or volunteers shall be in excess of **Contractor's** insurance and shall not contribute to it.
 - ii. **CNCA**, its officers, board members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of **Contractor**; and premises owned, leased, or used by **Contractor**. The coverage shall contain no special limitations on the scope of the protection afforded to **CNCA**, its officers, board members, officials, employees, agents, or volunteers.
 - iii. Failure to comply with reporting provisions of the policies shall not affect coverage provided to **CNCA**, its officers, board members, officials, employees, agents, and volunteers.
 - iv. Coverage shall state that **Contractor's** insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
 - b) *All Coverages*
 - i. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to **CNCA**. In addition, **Contractor** agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to **CNCA** and **CNCA** approves the reduction in coverage or limits. **Contractor** further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to **CNCA** and **CNCA** approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only, provided that in no event will a carrier with a rating of B: IX or lower be acceptable.
- 6) Self-Insured Entities: **CNCA** may, at its discretion, accept self-insurance as being in compliance with this section. In such case, **Contractor** agrees that it will defend and indemnify **CNCA**, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would **Contractor** or any other self-insured person or entity, and that it will treat **CNCA**, including its officers, board members, officials, employees, agents, and volunteers, in all respects as if it were covered to the same extent as **Contractor** or any other self-insured person or entity. Self-insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering **CNCA** for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.
- 7) Evidence of Insurance: Prior to commencing work under this Agreement, **Contractor** shall provide **CNCA** with certificates of insurance evidencing compliance with this section. On request, **Contractor** shall furnish copies of any and/or all of the required insurance policies.

VII. **Limitation of CNCA Liability**. Other than as provided in this Agreement, **CNCA's** financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall **CNCA** be liable, regardless of whether any claim is based

on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Mathnasium Tutoring performed in connection with this Agreement.

VIII. Non-Discrimination. Contractor shall ensure that no person employed by, associated with, or subcontracted to **Contractor** shall, on the basis of race, color, national origin, age, ancestry, religion, sex, handicap or sexual orientation, or other basis protected by law, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity at **CNCA** and shall ensure its, and its employees' and subcontractors' compliance with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.

IX. Interest of Contractor. It is understood and agreed that this Agreement is not a contract of employment between **CNCA** and **Contractor**. At all times **Contractor** shall be deemed to be an independent contractor and is not authorized to bind **CNCA** to any contracts or other obligations. In executing this Agreement, **Contractor** certifies that no one who has or who will have any financial interest under this Agreement is an officer or employee of **CNCA**. Additionally, as the **Contractor** is not a **CNCA** employee, **Contractor** is solely responsible for all employment-related responsibilities for its employees, including but not limited to training, fingerprinting, workers' compensation, etc..

X. Workers' Compensation. Contractor is aware of the laws of the State of California requiring employers to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this Agreement.

XI. Occupational Safety and Health Administration (OSHA). Contractor is aware of OSHA standards and codes as set forth by the U.S. Department of Labor and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verify that all performance under this Agreement shall be in compliance therewith.

XII. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the **CNCA** and/or used in connection with this Agreement, shall be wholly original to **Contractor** and shall not be copied in whole or in part from any other source, except that submitted to **Contractor** by **CNCA** as a basis for such services.

XIII. License and Authority. Contractor warrants that it will maintain all necessary licenses, registrations, and certifications during the term of this Agreement, and that it is duly authorized to enter into this Agreement by its governing or controlling body. Evidence or copies of all necessary licenses, registrations and certifications must be provided to **CNCA**.

XIV. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of **CNCA** and all federal, state, and local laws, ordinances and regulations. **Contractor** shall give all notices required by any law, ordinance, rule and/or regulation bearing on the performance of the Mathnasium Tutoring as indicated or specified. If **Contractor** observes that the Mathnasium Tutoring is at variance with any such laws, ordinances, rules or regulations, **Contractor** shall notify **CNCA** in writing, and at the sole option of **CNCA**, any necessary changes to the Mathnasium Tutoring shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon **Contractor's** receipt of a written termination notice from **CNCA**. If **Contractor** performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying **CNCA** of the violation, **Contractor** shall bear all costs arising therefrom.

XV. Equipment and Facilities. Contractor will provide all necessary equipment and facilities to render its Mathnasium Tutoring pursuant to this Agreement, unless the parties to this Agreement specifically agree in writing that said equipment and facilities will be provided in a different manner. Equipment purchased under the provisions of this Agreement by **CNCA** is the property of **CNCA** and shall be used for its intended purpose during the term of this Agreement. An inventory of all equipment purchased under this Agreement shall be maintained. After the term of this Agreement, the equipment shall continue to be the property of **CNCA**.

XVI. Employment of Additional Workers by Contractor. Contractor may, at its own expense, employ additional workers or subcontractors as necessary for the completion of this Agreement and shall maintain workers' compensation insurance as required by state law. **CNCA** shall not control, direct, or supervise **Contractor's** additional workers or subcontractors in the performance of services. **Contractor** assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or sub-contractors and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable

withholdings. **Contractor** shall not hire employees of **CNCA** for performance of this Agreement unless such employment does not conflict with **CNCA's** personnel policies as determined by **CNCA**.

XVII. **Assignment.** Without the prior written consent of **CNCA**, this Agreement is not assignable by the **Contractor**, either in whole or in part.

XVIII. **Successors and Assigns.** Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XIX. **Governing Law.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in County of Los Angeles, California.

XX. **Withholding.** **CNCA** shall not withhold or set aside any money on behalf of the **Contractor** for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever. It shall be the sole responsibility of the **Contractor** to withhold, set aside and account for all of the above.

XXI. **Audit.** **Contractor** shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of **Contractor** transacted under this Agreement. **Contractor** shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. **Contractor** shall permit **CNCA**, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Mathnasium Tutoring covered by this Agreement. Audit(s) may be performed at any time, provided that **CNCA** shall give reasonable prior notice to **Contractor** and shall conduct audit(s) during **Contractor's** normal business hours, unless **Contractor** otherwise consents.

XXII. **CNCA's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** **CNCA** may evaluate **Contractor** in any manner which is permissible under the law. **CNCA's** evaluation may include, without limitation:

- 1) Requesting **CNCA** employee(s) evaluate **Contractor** and **Contractor's** employees and subcontractors and each of their performance.
- 2) Announced and unannounced observance of **Contractor**, **Contractor's** employee(s), and/or subcontractor(s).

XXIII. **Entire Agreement/Changes or Alterations.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

XXIV. **Termination.**

- 1) **For Cause:** **CNCA** may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - a) material violation of this Agreement by **Contractor**;
 - b) any act by **Contractor** exposing **CNCA** to liability to others for personal injury or property damage; or
 - c) **Contractor** is adjudged a bankrupt, **Contractor** makes a general assignment for the benefit of creditors, or a receiver is appointed on account of **Contractor's** insolvency. If the expenses, fees, and/or costs to **CNCA** exceed the cost of providing the Mathnasium Tutoring pursuant to this Agreement, **Contractor** shall immediately pay the excess expense, fees, and/or costs to **CNCA** upon the receipt of **CNCA's** notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to **CNCA**.
- 2) **Without Cause by CNCA:** **CNCA** may, at any time, with or without reason, terminate this Agreement and compensate **Contractor** only for the Mathnasium Tutoring satisfactorily rendered to the date of termination. Written notice by **CNCA** shall be sufficient to stop further performance by **Contractor**. Notice shall be deemed given when received by the **Contractor** or no later than three days after the day of mailing, whichever is sooner.
 - a) Upon termination, **Contractor** shall provide **CNCA** with all documents produced, maintained, or collected by **Contractor** pursuant to this Agreement, whether such documents are final or draft documents.

XXV. **Waiver.** No delay or omission by **CNCA** in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude **CNCA** from any or further exercise of any right or remedy.

XXVI. **Headings.** All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the Agreement.

XXVII. **Severability.** In the event any portion of this Agreement shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

XXVIII. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

XXIX. **Copyright.** Any written product produced as a result of this contract shall be a work for hire and shall be the property of CNCA.

XXX. **Expenses.** **Contractor** shall be responsible for all costs and expenses incident to the performance of services for CNCA, including but not limited to all costs of equipment provided by **Contractor**, all fees, fines, licenses, bonds and/or taxes required of or imposed against **Contractor**, and all other of **Contractor's** costs of doing business. CNCA shall be responsible for no expenses incurred by **Contractor** in performing services for CNCA except as provided by this Agreement.

XXXI. **Privacy, Security, and Confidentiality.** If, in the course of carrying out this Agreement, **Contractor** gathers or processes personal (private) information, **Contractor** shall manage the data in accordance with all applicable federal and California state privacy laws including, but not limited to: Family Educational Rights and Privacy Act of 1984 (20 U.S.C. Sec. 1232g) and Children's Online Privacy Protection Act (COPPA), and California Education Code sections 49069 to 49079. Examples of personal information include, but are not limited to name, telephone number, email account, address, date of birth, social security number, and student assessment data.

In addition, the Parties shall demonstrate that they have taken specific steps to ensure that data are kept secure and confidential as evidenced by, at a minimum, the following:

- 1) Every employee, volunteer or other person with access to personal information shall sign a statement that they understand that the information is personal and they will take steps to ensure that unauthorized personnel do not gain access to personal data.
- 2) Personal data, while being transmitted electronically, shall be encrypted.
- 3) Any repository for the data shall be locked and have access restricted to those personnel that have a legitimate need to access the data and have signed a confidentiality agreement.
- 4) Any security breach shall be reported to CNCA in writing within 24 hours of discovery.

XXXII. **Department of Justice (DOJ) Fingerprinting and Tuberculosis (TB) Clearance.** **Contractor** agrees to adhere to the DOJ fingerprint and criminal background investigation and TB requirements of California Education Code sections 45125.1, et seq., and 49406 and provide an affidavit that certifies that all of its employees that work at CNCA campuses and come into contact with students have appropriate DOJ and TB clearances. Clearances must not be obtained at the expense of CNCA and CNCA shall not reimburse for these expenses. The affidavit must list the following:

- 1) Employee name and CNCA location(s) he/she services;
- 2) Date of criminal background check clearance;
- 3) TB expiration date; and
- 4) Name of **Contractor's** DOJ custodian of records.

Contractor's affidavit must be submitted with high authority per its Organizational Chart (i.e. Owner, Management Team, C-level executive, etc.). The affidavit must be provided to CNCA prior to the first day of service. Failure to provide this documentation shall be considered a material breach and can be used as grounds to terminate the contract immediately. CNCA may request updated documentation as needed. **Contractor** must take appropriate action to remove any employee whose arrest notification poses a threat to the school population to ensure the safety of CNCA students.

XXXIII. **Independent Contractor Status.** **Contractor** attests that it is engaged in a separately established bona fide business and is in fact an Independent Contractor in accordance with IRS and EDD requirements. **Contractor** understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint ventures of CNCA, and are not entitled to benefits of any kind or nature normally provided employees of CNCA and/or to which CNCA's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

XXXIV. **Conflict Of Interest.** By signing this Agreement all parties acknowledge and assert that there is no known Conflict of Interest in the execution of this Agreement.

XXXV. **Commencement of Work.** Contractor is not authorized and will not commence any work of this Agreement and CNCA will not assume legal, financial or any other obligation for work performed prior to the issuance of an authorizing purchase orders with reference to this Agreement.

This Agreement, including attachments, constitutes the entire understanding of the parties and any changes or modifications shall be in writing and signed by both parties.

Attachments:

- Attachment A - Independent Contractor Agreement Description of Mathnasium Tutoring
- Attachment B - Fingerprint Affidavit
- Attachment C - IRS form W9
- Attachment D - DE542 EDD Report of Independent Contractor
- Attachment E - Contractor Evidence of Insurance
- Attachment F - Copies of all applicable licenses, registrations and certifications

CONTRACTOR (Corporation X Yes No):

Contractor / Agency Name: Mathnasium

Address: 11700 W Charleston Blvd #190, Las Vegas, NV 89135

Contractor's Contact Person: Laurie Sasposhnik

Title: Owner

Telephone: 702-835-3634 **e-mail:** Laurie.Saposhnik@Mathnasium.com

Signature: _____ **Date:** _____

CAMINO NUEVO CHARTER ACADEMY

By Chief Executive Officer / Designee:

Signature: _____ **Date:** _____



Camino Nuevo Charter Academy
INDEPENDENT CONTRACTOR AGREEMENT
Attachment A

This document is an attachment to and made a part of, the Camino Nuevo Charter Academy (“CNCA”) Independent Contractor Agreement, between CNCA and Mathnasium Tutoring (“**Contractor**”) for the period January 16, 2024 to April 26, 2024, for Camino Nuevo Charter Academy Mathnasium Tutoring.

Indicated below is the specific description of the Mathnasium Tutoring including, but not limited to, essential details of the scope of work, site/locations, milestones and timelines, materials, reports, products, (including details regarding the contact that **Contractor** and its assigns will have with students) to be provided:

DETAILED DESCRIPTION OF Mathnasium Tutoring TO BE PROVIDED:

[INSERT DETAILED DESCRIPTION OF SERVICES/PROGRAM TO BE PROVIDED UNDER THIS CONTRACT]



November 6, 2023

Lindsey Rojas

Director of Expanded Learning

Camino Nuevo Charter Academy

3435 W. Temple Street, Los Angeles, CA 90026

Dear Lindsey,

We are excited for the opportunity to bring our math expertise to the students of Camino Nuevo Charter! We are confident they will benefit greatly from working with our knowledgeable and enthusiastic instructors again this year. Our proposal includes the following:

- 100 individual students in grades 2-8. (50 students each day, 25 each session)
- A finalized student list for students must be provided by January 9th.
- First Cohort begins on January 29th and ends on April 26th. This accounts for 11 weeks of attended sessions by students.
- Students will attend online Mathnasium Sessions with Mathnasium-trained Instructors.

- During a student's session, they will need access to a computer or ipad that is able to run audio, live-streamed video, and chrome web browser simultaneously without interruption.
- Each student's session will be 60 minutes long working exclusively on their Mathnasium Individualize Learning Plan.
- Each student's Learning Plan will be provided by Mathnasium.
- Hours of instruction will be Monday & Wednesday 3:30-4:30 and 4:45-5:45 pm and Tuesday & Friday 3:30-4:30 and 4:45-5:45 pm.
- Weeks of non-attendance are March 25-29 and April 15-19.
- January 16th, 17th, 22nd, and 23rd, representatives of Mathnasium will come onsite to the Camino Nuevo campus to administer a Mathnasium Diagnostic Assessment to each of the students participating in the program. Each individual assessment will take approximately 1 hour per student. In total, the assessment process will take approximately 2.5 hours to complete. Teachers, parents and guardians are welcome to attend this session and ask the Mathnasium representatives questions after the assessment process.
- We will communicate students' initial assessment results to families between 11am and 7:30pm the following two weeks.
- The week of March 11th-15th Progress Checks will be issued to students
 - Students' learning plans will be updated to reflect their progress and needed changes to their programs to maximize reclamation of learning loss.

- We will communicate students' progress check results to families between 11am and 7:30pm the following weeks.
- The final week of each cohort, Mathnasium Moderators will be assessing the students' total progress.
- The Director of Expanded Learning will be provided with a detailed progress sheet covering each student's total progress for review.
- Mathnasium's local program manager will have check-ins with the Expanded Learning Program Coordinator.
 - First check-in will be the first day after instruction
 - Second check-in will be after the first week of instruction
 - Third check-in will be at the end of the fifth week of instruction
 - Further meetings can be requested and scheduled.
- Lifetime Enrollment for participating students is \$100 per student.
 - This represents a 50% discount.
 - Enrollment fee covers all learning program materials, digital binders, progress reports, assessments, and reassessments.
 - Enrollment fee covers enrollment and transfer to a Mathnasium center after completion of the Camino Nuevo cohort should families wish to continue attendance.
- Enrollment is \$10,000 for a cohort of 100 students.
- The Mathnasium tuition for this program is \$1210 per student.
 - Tuition includes online software used to administer the program, learning plans, and Instructor time.
- Tuition is \$121,000 for a cohort of 100 students:

- Payment due January 14, 2024
- Payment is due prior to Mathnasium rendering services.

We look forward to working with the Camino Nuevo staff and families to assist your students on their journeys to math excellence!

Sincerely,

Laurie Sasposhnik

Owner Mathnasium of Beverly Hills, Calabasas, Encino, Hancock Park, Marina Del Rey, Mar Vista, Santa Monica & Woodland Hills

Email: Laurie.Saposhnik@Mathnasium.com

Phone: 702-835-3634

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.	
	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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<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.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
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.

Social security number										
				-			-			
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ <i>Daron Saposhnik</i>	Date ▶	12/06/2023
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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.

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney 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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to 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 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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/06/2023

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 Slater & Associates Insurance, Inc. PO Box 1469 Tualatin OR 97062-1469		CONTACT NAME: Douglas Lovenburg PHONE (A/C, No, Ext): (503) 624-0466 E-MAIL ADDRESS: douglas@slaterinsurance.com	FAX (A/C, No): (503) 624-0846
INSURED DanAlex, Inc 85 Pristine Glen Street Las Vegas NV 89135		INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 38970	

COVERAGES**CERTIFICATE NUMBER:** 23GL**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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	CCP6042-05	10/01/2023	10/01/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							Corporal Punishment	\$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CCP6042-05	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CCU6043-05	10/01/2023	10/01/2024	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
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 Occurrence	1,000,000
							Aggregate	3,000,000
							Separate Limits: YES	

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

MGL 1209 01/14 Additional Insured :
Primary Non-Contributory Wording

CERTIFICATE HOLDER**CANCELLATION**

CNCA and PNEDG
3435 W Temple Str.

Los Angeles

CA 90026

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

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Additional Named Insureds

Other Named Insureds

Mathnasium of Aliante	Doing Business As
Mathnasium of Beverly Hills	Doing Business As
Mathnasium of Centennial Hills	Doing Business As
Mathnasium of Encino	Doing Business As
Mathnasium of Hancock Park	Doing Business As
Mathnasium of Mar Vista	Doing Business As
Mathnasium of Marina Del Rey	Doing Business As
Mathnasium of North Las Vegas	Doing Business As
Mathnasium of Red Rock	Doing Business As
Mathnasium of Rhodes Ranch	Doing Business As
Mathnasium of Santa Monica	Doing Business As
Mathnasium of Southern Highland	Doing Business As
Mathnasium of Summerlin	Doing Business As
Mathnasium of Woodland Hills	Doing Business As

AGENCY CUSTOMER ID: 00013509

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Slater & Associates Insurance, Inc.		NAMED INSURED DanAlex, Inc	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- Loc #00008 Hancock Park: 5001 Wilshire Blvd #111A & #111B, (HANCOCK), Los Angeles, CA, 90036
- Loc #00009 Marina Del Rey: 13400 West Washington Blvd, Suite 110, (MARINADELREY), Los Angeles, CA, 90292
- Loc #00010 Beverly Hills: 8950 W. Olympic Blvd #106, (BEVERLY HILLS), Beverly Hills, CA, 90211
- Loc #00011 Summerlin: 11700 w charleston blvd ste B-190, (SUMMERLIN), Las Vegas, NV, 89135
- Loc #00013 Encino: 17487 Ventura Blvd, (ENCINO), Encino, CA, 91316
- Loc #00014 Woodland Hills: 21744 Ventura Blvd,, (WOODLAND HILLS), Woodland Hills, CA, 91364
- Loc #00015 Beverly Hills Office: 8950 W. Olympic Blvd #113, (BEVERLY HILLS Office), Beverly Hills, CA, 90211
- Loc #00016 North Las Vegas: 680 E Deer Springs Way. #100, (NORTH LAS VEGAS), North Las Vegas, NV, 89086
- Loc #00017 Aliante: 6536 N Decatur Blvd. #105, (ALIANTE), Las Vegas, NV, 89131



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2023

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 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 AMS INSURANCE & INVESTMENTS/PHS 53601266 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED Danalex, Inc 85 PRISTINE GLEN ST LAS VEGAS NV 89135-7891	INSURER A : Hartford Fire and Its P&C Affiliates		00914
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <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	N/A	X	53 WEC AG4R0P	05/30/2023	05/30/2024	X	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Those usual to the Insured's Operations. Waiver of Subrogation applies in favor of CNCA/PENDG, per Waiver of our Right to Recover from Others Endorsement WC000313, attached to this policy.

CERTIFICATE HOLDER

CNCA/PENDG
3435 W TEMPLE ST
LOS ANGELES CA 90026-4524

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

Susan L. Castaneda

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