

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive
Concord, CA 94519

PERSONNEL SERVICES

JUN 03 2010

MDUSD
RECEIVED

JUN 03 2010

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

Budget & Fiscal Services

THIS AGREEMENT is made this 24th day of May, 2010, by and between the Mt. Diablo Unified School District (hereinafter "District") and Center For Culturally Responsive Teaching and Learning (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used with the written approval of the District only.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the following basis:

\$ 30,000.00 total fee for Services

273	-	3081	-	10	-	5800	/
BUDGET CODE							
<u>273,3070.10.5800</u>							

The basis of the fee for Services shall be as follows:

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ _____ per engagement.

Check one:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 8/1/2010. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance,

vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

- 5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
- 6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
- 7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- 8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>Dr. Sharroky Hollie - The Center for Culturally</u>
1936 Carlotta Drive	Address: <u>Responsive Teaching and Learning</u>
Concord, CA 94519-1397	<u>30 West Imperial Highway, Suite 514</u>
Attn: Superintendent	<u>Inglewood, CA 90303</u>
	Phone: <u>(323) 753-9393</u>
	Fax: <u>(323) 753-9330</u>
	Tax ID #: <u>20-0747269</u>

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. 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.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree

Purchase Requisition # 60167

that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

- 13. **Attorneys' Fees.** If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By:

[Signature]
Budget Administrator
Date 6/3/10

By:

[Signature]
Date 5/28/10

Title:

Principal

Title:

Executive Director

Authorized by: _____

Assistant or Associate Superintendent Date

Approved: _____

Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

Administrator's Signature

Date

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

[Signature]
Originator's Signature

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

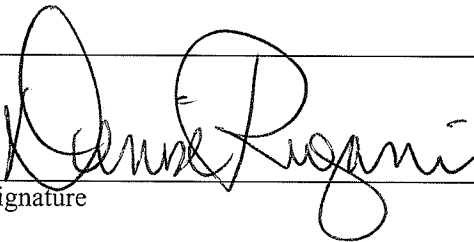
Distribution
original: Fiscal Services for payment
copy: Contractor
copy: Originator/Budget Administrator

EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

- Dr. Sharoky Hollie will provide Level 1, Level 2 and Level 3 Professional Development to Riverview Middle School staff pursuant to the Memorandum of Understanding attached. Dates of workshops to be determined. Level 1 consists of two complete foundational days; level 2 consists of two, 3 hour follow up workshops and level 3 consists of 6-8 expert demonstration lessons, two complete days working with teachers on CLR lesson plans collaboratively and up to 24 coaching sessions with CLR experts depending on the number of teacher cadres.
- Payment to be prepaid in full on or before July 31, 2010.
- At no time, will Dr. Hollie or other CCRTL staff be alone with students.

Services of Contractor arranged by


Signature

Principal / Riverview Middle School

Department / School

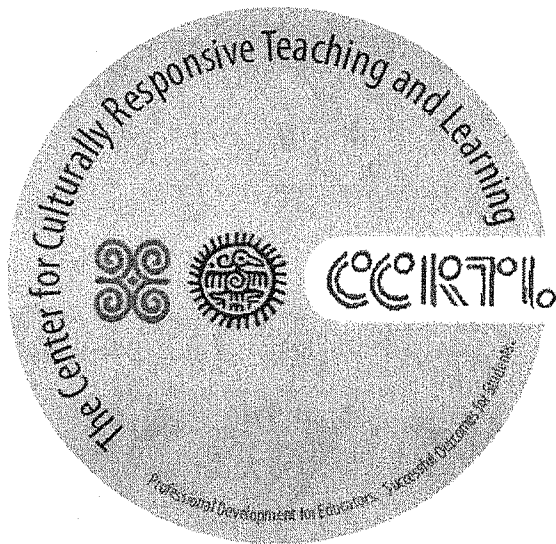
CCRTL Proposal

Prepared for

Riverview Middle School

At the request of

Denise Rugani
Principal



Sharroky Hollie, PhD.
Executive Director
Center for Culturally Responsive
Teaching and Learning
2930 West Imperial Highway
323-756-9330 (office)
323-756-9393 (fax)
(213) 276-0941 (cell)

Center For Culturally Responsive Teaching and Learning
School or District: Riverview Middle School
School Year: 2010-2011
Building Culturally and Linguistically Responsive Model Classrooms

Executive Summary

Three Levels of Professional Development:

Level 1 Building Knowledge – Foundational professional development

Level 2 Building Skills – Follow-up workshops

Level 3 Building Models – Direct classroom support

Level 1:

- Complete Foundational Day 3 (Vocabulary and Management Workshop) (Summer or Fall)
- Complete Foundational Day 4 (Use of Text and Codeswitching Workshop) (Spring)

Level 2:

- Two follow up 3 hour workshops – Date in October TBD, Date in November TBD

Level 3:

- Develop CLR cadres (6-12 teachers) at the sites through two instructional cycles (focused on vocabulary and management)

Fees:

- Total for all three levels \$30,000
- Request payment in 6 monthly installments beginning in August 15
- Fees are all inclusive (travel and related expenses)
- Instructional resources require for the cadres but are not included in this proposal

Level 1 – Building Knowledge
Three-Day Foundational Professional Development
Costs: \$8500

Purpose

- To build and to increase the knowledge of participants in the areas of culture and language for underserved students
- To build and to increase the skill and the capacity of the participants to utilize effective instructional strategies that are culturally and linguistically responsive

Components

- Day 3 – Expanding Vocabulary and Classroom Management (CCRTL Consultant)
- Day 4 – Use of Culturally Responsive Text and Codeswitching (CCRTL Consultant)

Expected Outcomes

- Increased awareness, sensitivity, and knowledge about the socio-historical, socio-political, and the socio-linguistic influences of underserved students
- Increased awareness, sensitivity, and knowledge about the cultural and linguistic heritage of underserved students, including the history of some non-standard languages, the explaining of cultural behaviors in the context of school, and the rationale for validation and affirmation as a means to engagement in the processes of school and academic success.
- Skill and capacity to plan culturally and linguistically responsive lessons, under the umbrella of the five instructional strands, in the specific areas of reading, writing, listening, speaking, English language development vocabulary for all content areas, classroom management, and math/science/social studies.

Proposed Dates

Day 3 in August

Day 4 in ~~September~~ August

Level 2 - Building Skills
Follow up 3 hour Workshops
Costs: \$4250

Purpose

- To enhance the participants' instructional planning and design to infuse the above strategies into everyday teaching in the areas of literacy development, academic vocabulary, classroom management, and content specific areas
- To train selected personnel in knowledge, delivery, and support in specific identified areas of culturally and linguistically responsive teaching

Components

- October 3-hour Workshop – Culturally responsive standardized test prep
- November 3-hour Workshop – Culturally responsive learning environment

Expected Outcomes

- Implementation of the specific strategies based on the modeling with demonstration lessons
- Accurate use of strategies through infusion into everyday teaching
- Regular instructional planning with consideration of culturally and linguistic responsive strategies for infusion
- Consistent utilization of instructional resource specifically related to culturally and linguistic responsive strategies for infusion

Proposed Dates

To Be Determined

Level 3 – Building Models
Instructional Cycles – Demonstration Lesson Collaborative Planning
and Coaching with Technical Feedback
\$17,000*

Purpose

- To provide exemplary teaching models in the instructional strands with the specific strategies
- To build the capacity of the teacher with the specific strategies under the instructional umbrella of strands
- To increase the chances of consistent use of the specific strategies
- To support targeted, focused instructional planning
- To support the accurate and proper use of instructional resources
- To sustain the support to participating schools and teachers
- To set-up critical friends groups for long term success
- To train additional cadres or groups of teachers

Components

- 6-8 expert demonstration lessons (across 6 classrooms)
- 2 whole days working with teachers on CLR lesson plans collaboratively
- Up to 24 coaching sessions with CLR experts (depending on how many teachers are cadres)

Proposed Dates

To occur between October and December

*does not include sub coverage for demonstrations and coaching days



MT. DIABLO UNIFIED SCHOOL DISTRICT
RIVERVIEW MIDDLE SCHOOL
205 Pacifica Avenue
Bay Point, California 94565-2995
(925) 458-3216

OFFICE OF THE
PRINCIPAL

June 3, 2010

Memo To: Fiscal Services

From: Denise Rugani, Principal
Riverview Middle School

Subject: **Independent Service Agreement – Center For Culturally Responsive Teaching and Learning**

Pursuant to the Independent Service Agreement/Memorandum of Understanding with the Center For Culturally Responsive Teaching and Learning, please charge the contract amount of \$30,000.00 as follows:

- For services provided during the month of August and September, 2010:

\$11,500.00 charged to program code 273.3081.10.5800 (QEIA SIG grant)
(All Level 1 services and the portion of Level 3 services to be provided during August/September, 2010.)
- For services provided during the months of October, November, and December 2010, and January, February, March, April and May, 2011:

\$18,500.00 charged to program code 273.3070.10.5800 (Title I)
(Level 2 services and the remaining portion of Level 3 services.)

If you have any questions, please do not hesitate to call me on extension #5204.

Thank you.

A handwritten signature in cursive script, appearing to read "Denise Rugani".

Denise Rugani, Principal
Riverview Middle School

/dm

STATE OF CALIFORNIA CERTIFICATE OF LIABILITY INSURANCE

10/1/09

PRODUCER (310)857-5757 FAX (310)857-5750
Lloyd S. Berkett Insurance Agency, Inc
LIC.# 0A96053
11150 W. Olympic Blvd., #1100
Los Angeles, CA 90064-1822

Insured Culture & Language Academy of Success, Inc.
Center for Culturally Responsive Teaching & Learning
100 East Nutwood Street
Inglewood, CA 90301

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

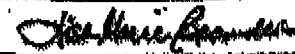
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Ins. Co.	
INSURER B: Oak River Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Educators Legal Lab-Ded. \$10,000 GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> 1.00	72UUNUS8993	10/15/2009	10/15/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	72UUNUS8993	10/15/2009	10/15/2010	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	72RHUT00372	10/15/2009	10/15/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY DIRECTOR/PARTNER/EXECUTIVE/OFFICER/OWNER EXCLUDED? (See Special Provisions below)	2210018937071	03/01/2010	03/01/2011	<input checked="" type="checkbox"/> NO STATE-TYPE LIMITS <input type="checkbox"/> OTHER P.L. EACH ACCIDENT \$ 1,000,000 P.L. OWNER - EA EMPLOYEE \$ 1,000,000 P.L. DISEASE - POLICY LIMIT \$ 1,000,000
OTHER Director's & Officer's Liability	72UUNUS8993	10/15/2009	10/15/2010	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Use of Development Workshop Facilities.
 The Certificate Holder is named as an Additional Insured as respects to their interests regarding the operations of the Named Insured.

*Except 10 Days Notice of Cancellation for Non-payment of Premium.

CERTIFICATE HOLDER	CANCELLATION
MT. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: Lisa Browder/LNB 

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return) The Center For Culturally Responsive Teaching and Learning	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Non-Profit	
Address (number, street, and apt. or suite no.) 2930 W. Imperial Highway Ste. 514	Requester's name and address (optional)
City, state, and ZIP code Ingelwood California 90303	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number
20 : 0747269

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 2-16-2010
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,