

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 25 day of May, by and between the Mt. Diablo Unified School District (hereinafter "District") and Barbara Granicher, Educational Performance Services (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:

\$ 40,000.00 total fee for Services

260 - 3010 - 36 5900
260 - 3081 36 - 5800
BUDGET CODE

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 5/25/10. 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,

Purchase Requisition # _____

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>Barbara Granicher, Educational Performance Service</u>
1936 Carlotta Drive	Address: <u>709 Albatross Drive, Novato CA 94945</u>
Concord, CA 94519-1397	_____
Attn: Superintendent	Phone: <u>(415) 892-1937</u>
	Fax: <u>(415) 892-0747</u>
	Tax ID #: <u>544-42-2096</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

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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

By: [Signature] 6/10/10
Date

Title: Principal

Title: Educational Performance Services

Authorized by: [Signature] 6-21-10
Assistant or Associate Superintendent Date

[Signature] 8/18/10

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.

[Signature]
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

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

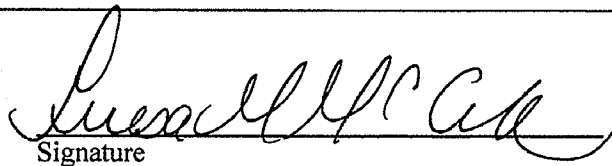
Purchase Requisition # _____
EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

To mentor and guide Oak Grove Middle School as they continue to improve student achievement and increase the instructional capacity of all staff. Please see attached for a detailed description of services as provided by Barbara Granicher. 47 days of service at \$850 a day to be provided July, 2010 - June, 2011.

Please note that July, August, and September billing to be coded to 260-3081-³⁰10,500 and October, November, December, January, February, March, April, May, and June to be coded to ³⁰260-3070-10,500
₃₀

Services of Contractor arranged by


Signature

Oak Grove Middle School

Department / School

Educational Performance Services
Barbara Granicher
709 Albatross Drive, Novato CA 94945

Date: June 15, 2010

Purpose: To monitor and guide **Oak Grove Middle School** in its process to implement the Persistently Low Achieving Schools Transformation Plan in order to improve student achievement. (**July 1, 2010 – June 15, 2011**)

Action:

1. Monitor and evaluate the implementation of the Persistently Low Achieving Schools Transformation Plan
 - Conduct ongoing assessment of the instructional program and make recommendations.
 - Design and implement continuing strategies for implementation of the Transformation Plan including the steps already begun for implementation: Explicit Direct Instruction, lesson planning and pacing, common formative assessments, Curriculum Associates benchmark assessments, use of data to inform instruction, teacher collaboration including coaching, and professional development to increase teacher capacity in focused areas.
 - Monitor the impact of the Transformation Plan on student achievement within the context of a Professional Learning Community.
 - Provide training for staff and analysis of student achievement data.
 - Implement curriculum calibration and examining student work as a regular procedure during collaborative time including appropriate protocols.
2. Review and renew the Nine Essential Program Components.
 - Monitor implementation of specific activities and actions listed in the Transformation Plan as it is extended from the Corrective Action Plan including explicit direct instruction, a focus on English Learners, using student achievement data to inform instruction, and writing across the curriculum
 - Conduct the Academic Program Survey and monitor its use to improve student achievement.
 - Ensure the implementation of instructional time and the use of adopted instructional materials with fidelity.
 - Prepare and deliver periodic reports on implementation of the Transformation Plan.
3. Maintain a presence at the school that is adequate to accomplish implementation and monitoring of the Transformation Plan
 - Monitor the instructional program in relation to student achievement.
 - Provide or arrange for professional development. For example, AB 430 training for administrators, SB 472 training for teachers including practicum work, professional development in English Language Development (such as a focus on literacy, academic vocabulary, oral language, and writing), Mathematics (such as focus on Algebra I and

strategic intervention using AIMS and Board Math) Evidence Based Practice including direct instruction, student achievement data analysis, and use of collaborative time.

- Provide on-site, just-in-time professional development for subject area and data coaches based in Cognitive Coaching™, subject area expertise, and organizational practice.
- Meet with the principal and with teachers to facilitate implementation of the Transformation Plan including common benchmark assessments, student placement, instructional interventions, and strategic instruction within the academic core using Response to Intervention (RTI).

4. Guide capacity building, planning and implementation of an Alternative Governance Team.

5. Work closely with the Office of School Assistance and Intervention at ACOE including regularly scheduled and as needed meetings.

Time: July 1, 2010 to June 15, 2011

Total proposed days of service = 47 days @ \$850/day = \$39,950.00
Periodic billing as work is completed.

Note: EPS has two staff members.
EPS is responsible for their actions.

Barbara Granicher
415.892.1937, bgranicher@comcast.net

Table of Actions and Outcomes Oak Grove Middle School, 2010-2011

This is intended to present a sampling of the intended work not to explain the full extent of services provided. Because of the nature of working collaboratively with professional individuals and groups there must always be flexibility to adjust the specific activities to meet individual and group needs. Activities listed here are among those contained in the Transformation Plan and will be included.

Month	Activity	Responsible Person	Expected Outcome
October	<ol style="list-style-type: none"> 1. Monitoring of Persistently Low Achieving Schools Transformation Plan 2. Professional development on explicit direct instruction and writing, use of instructional time. 3. Conduct professional development for facilitators on OGMS teaching staff in use of protocols and facilitation skills. <p style="margin-left: 20px;">➤ Review 9 Essential Program Components, administer Academic Program Survey.</p> <p style="margin-left: 20px;">➤ Conduct ongoing professional development on SIOP lesson planning with full staff to improve student learning for English learners</p> <p style="margin-left: 20px;">➤ Prepare and submit first online report to CDE</p> <p style="margin-left: 20px;">➤ Summarize progress to date in report for Alternative Governance Team</p>	<p>Lead and Team</p> <p>Principal/ Lead/ Experts on OGMS teaching staff</p>	<p>➤ Full implementation of unit and specific lesson planning. Initial use of explicit direct instruction and best practice strategies in all classrooms.</p> <p>➤ Alternative Governance Team knowledge base increased/ Direction setting</p> <p>➤ Lesson planning and implementation of explicit direct instruction will lead to increased capacity in a Professional Learning Community, improved instructional practice and result in improved student learning.</p> <p>➤ Facilitators and department chairs will increase their capacity to be effective teacher leaders in a PLC</p> <p>➤ Academic Program Survey updated and shared with staff and AGT</p>
November/ December	<p>➤ Continue 1-3 above</p> <p>➤ Professional development for full staff with focus on Writing, English Learners, and Explicit Direct Instruction</p> <p>4. Adjust professional development learned strategies during collaborative planning time to include common benchmark assessment data (Curriculum Associates) and use of student work to evaluate progress.</p>	<p>Lead and Team</p> <p>Principal/ Lead/ Facilitators on OGMS teaching staff</p>	<p>➤ Increased use of Explicit Direct Instruction.</p> <p>➤ Begin full implementation of writing program in ELA and ELD classrooms including use of rubrics.</p>
January	<p>➤ Continue 1-4 above Implement common benchmark assessments and their analysis as a regular practice.</p> <p>➤ Second professional development experience with a focus on Writing</p>	<p>Principal/ Lead/Team</p>	<p>➤ Adjustment of instruction in writing curing collaboration time, Implementation of benchmark assessments and examination of student work in writing.</p>

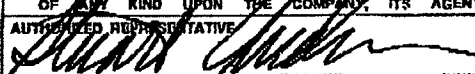
February	<ul style="list-style-type: none"> ➤ Continue 1-4 above. Attend to mathematics intervention and ASP ➤ Begin capacity building in student writing and using rubrics in all subject areas. Include the 7th grade writing prompts from past CST. ➤ Curriculum Calibration to align taught curriculum with California Content Standards at grade level ➤ Second professional development experience in Focus on Explicit Direct Instruction, check for understanding ➤ AGT meeting focus on Transformation Plan progress 	Principal/ Team Teaching staff/Principal/ Team	<ul style="list-style-type: none"> ➤ Improvement of instructional practice and student achievement ➤ Implementation of writing program in all classrooms including use of rubrics. ➤ Implementation and monitoring of adjustment of instruction to ensure grade level curriculum ➤ Increased implementation of explicit direct instruction in practice. ➤ AGT knowledge increase and direction setting is a regular practice
March	<ul style="list-style-type: none"> ➤ Continue 1-4 above and monitor improvement in student writing, mathematics, and Algebra I by implementing examination of student work protocols during collaborative planning time ➤ Assessment of progress toward improving student achievement 	Principal/Team/ Facilitators AGT /Principal/Lead/ DO member	<ul style="list-style-type: none"> ➤ Improvement of instructional practice and student achievement ➤ Analysis of data collected on student achievement and begin recommendations report for 2011-12
April/May	<ul style="list-style-type: none"> ➤ Begin monitor summary of Transformation Plan ➤ Continue 1-4 above ➤ Preparation for STAR testing. Test taking skills, etc. 	Lead Principal/ Lead Principal/Teaching staff/	<ul style="list-style-type: none"> ➤ Add summary to above data collection ➤ Students will be prepared for STAR testing and will understand the importance of bringing their best effort to do well and the larger picture of using multiple assessments of achievement.
June	<ul style="list-style-type: none"> ➤ Summary report of Transformation Plan for Alternative Governance Team and OGMS staff ➤ Alternative Governance Team discussion of contingencies. Planning for 2011-12 ➤ Final online report to CDE 	Principal/ Lead/ Facilitators	<ul style="list-style-type: none"> ➤ Summary and planning complete and accepted by the AGT

PRODUCER Anderson-O'Grady Complete Insuranc 4136 Redwood Hwy., Suite 2 San Rafael, CA 94903	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.	
	COMPANIES AFFORDING COVERAGE	
	COMPANY A	The Hartford Insurance Company
	COMPANY B COMPANY C COMPANY D	
INSURED Barbara Granicher 709 Albatross Drive Novato CA 94945		

COVERAGES
 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS							
A	<input checked="" type="checkbox"/> GENERAL LIABILITY COMPREHENSIVE FORM PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD PRODUCTS/COMPLETED OPER CONTRACTUAL INDEPENDENT CONTRACTORS BROAD FORM PROPERTY DAMAGE PERSONAL INJURY	72SBMUW1123	11-16-09	11-16-10	BODILY INJURY OCC	\$						
					BODILY INJURY AGG	\$						
					PROPERTY DAMAGE OCC	\$						
					PROPERTY DAMAGE AGG	\$						
					BI & PD COMBINED OCC	\$ 1,000,000						
					BI & PD COMBINED AGG	\$ 2,000,000						
					PERSONAL INJURY AGG	\$ 2,000,000						
	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS (Private Pass) ALL OWNED AUTOS (Other than Private Passenger) HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				BODILY INJURY (Per person)	\$						
					BODILY INJURY (Per accident)	\$						
					PROPERTY DAMAGE	\$						
					BODILY INJURY & PROPERTY DAMAGE COMBINED	\$						
						\$						
	<input type="checkbox"/> EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$						
					AGGREGATE	\$						
						\$						
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETARY PARTNERS/EXECUTIVE OFFICERS ARE: <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>INCL</td> <td></td> </tr> <tr> <td>EXCL</td> <td></td> </tr> </table>	INCL		EXCL					<table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	
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EL EACH ACCIDENT	\$											
EL DISEASE - POLICY LIMIT	\$											
EL DISEASE - EA EMPLOYEE	\$											
	<input type="checkbox"/> OTHER											

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Mt. Diablo Unified School District is named as additional insured as respects to liability arising out of work or operations performed by the consultant.

CERTIFICATE HOLDER Additional Insured: Mt. Diablo Unified School District 1936 Carlotta Drive Concord CA 94519	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ 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 COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: 
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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) <i>Barbara E. Granicher</i>	
	Business name, if different from above <i>Educational Performance Services</i>	
	Check appropriate box: <input checked="" 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 type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <i>709 Albatross Drive</i>	Requester's name and address (optional)
	City, state, and ZIP code <i>Novato CA 94945</i>	
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 <i>544 42 2096</i>
	or
	Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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 ▶
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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:

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

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,