

INGLEWOOD UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 7th day of March 2019, by and between the INGLEWOOD UNIFIED SCHOOL DISTRICT, located at 401 South Inglewood Avenue, Inglewood, California 90301, hereinafter referred to as "District" and Parent Engagement Academy located at PO Box 6153 Whittier, CA 90604, hereinafter referred to as "Provider/Consultant".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the Inglewood Unified School District to contract with professionally trained Consultant to provide a parent engagement course, Families Acting towards Results (FACTOR) to IUSD Parents, a needs-assessment orientation session, a series of five weekly training sessions culminating in a graduation ceremony and,

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. TERM OF AGREEMENT: The term of this Agreement shall be for the period commencing March 7, 2019 and terminating June 30, 2019

2. SERVICES: As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following:

"Refer to Exhibit A"

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Lourdes Hale
(Name)

Executive Director of State and Federal Programs
(Title)

- A. PRODUCTS:** As a result of providing the services described in this Section 2, the Consultant shall also provide the following products:
A final written summary report on the services rendered upon completion of the services.

The products required by this Agreement must be provided to the District's designee as requested in writing. The terms of product submission shall be attached to this Agreement and incorporated by reference. In no event shall the final product due be submitted later than ten (10) days prior to the expiration of the term of the Agreement. Failure to do so will result in the District withholding payment of the final invoice of Consultant until said products are received by the District's designee.

The District's designee shall indicate acceptance of the required products in writing to the Consultant within ten working days of receipt of same. The memo shall be conclusive evidence of the receipt of the products by the District.

LOCATION: Provider shall provide the contracted services at the following locations:

Bennett-Kew ES, Beulah Payne ES, Centinela ES, Highland ES, Hudnall ES, Kelso ES, Oak Street ES, Warren Lane ES, Worthington ES, LaTijera TK-8 Charter, Woodworth-Monroe K-8 Academy, Crozier MS, Frank D. Parent ES, City Honors HS, Inglewood Continuation HS, Inglewood HS, Morningside HS

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

3. COMPENSATION: District shall pay Provider a maximum amount of \$90 per parent pursuant to this Agreement. Provider shall be compensated as follows:

COMPENSATION:

The school agrees to pay a fee of **\$90.00 per parent**. This fee will be assessed for each parent graduate (those parents attending three or more sessions of the total of 5 sessions, during the 7-week training). The fee covers the cost of professionally trained class facilitators, coordinators, recruitment staff, and materials.

Parent Engagement Academy will open a class with a minimum of 25 parents enrolled in Spanish and 15 parents in English. Total of at least 40 parents enrolled.

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide an invoice to the District's designee detailing the time spent, date(s) of services, and the exact location of services provided for the preceding month and any other billing breakdown as may be required by the District. The purchase order number must be shown on each invoice. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

4. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

5. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

A. LIABILITY INSURANCE: The general liability insurance shall have an each occurrence limit of not less than one million dollars (\$1,000,000) or as solely determined by the District by and through the Superintendent or designee. **B. WORKERS' COMPENSATION INSURANCE:** The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

6. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

7. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

8. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

9. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

10. TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

11. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

12. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

13. GOVERNING LAW/VENUE: This Agreement shall be governed by the laws of the State of California, Los Angeles County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Los Angeles.

14. ASSIGNMENT: Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

15. SEVERABILITY: If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

16. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

17. ARBITRATION: Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

18. INCORPORATION OF EXHIBITS: All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

19. ENTIRE AGREEMENT: It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

In accordance with Education Code section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted. Any and all services rendered prior to Board approval shall be deemed voluntary, a gift and will not be subject to compensation.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below.

Board Approval Date: February 20, 2019

INGLEWOOD UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY

Chief Academic Officer

District Authorize Representative

Title Date

Maria Elena Meraz

Provider/Consultant Authorized Representative

Chief Executive Officer 1/15/2019

Title Date



From: Parent Engagement Academy
P.O. BOX 6153
Whittier, CA 90604
562-652-8150

Proposal

TO: Inglewood Unified School District
401 South Inglewood Avenue
Inglewood, CA 90301

Customer

DATE: December 20, 2018
EXPIRATION DATE: June 30, 2019

IUSD

TAX ID#82-2352048

Description

PARENT ENGAGEMENT ACADEMY Tax ID# 82-2352048 is a non-profit California corporation consisting of a dynamic group of professionals with a passion for education. They are experts in the field and bring over 24 years of experience in parent engagement, serving low-income families.

VISION: We aim to build a community where parents are actively engaged in their children's overall learning.

PARENT ENGAGEMENT ACADEMY provides a parent engagement course, Families Acting towards Results (FACTOR), focusing on the social, emotional and physical development of children from low-income families. This course incorporates useful academic information and 21st century skills. Their research-based curriculum aims to improve students' academic achievement and parent engagement in K-12 schools.

1	Parent Engagement Academy will provide a parent training course FACTOR for the parents of the children enrolled in the school above mentioned.
2	Parent Engagement Academy will recruit parents by phone.
3	Provide a needs-assessment orientation session, a series of five weekly training sessions culminating in a graduation ceremony with diploma given to parents who attended three or more of the five session. Seven weeks in total
4	<u>LOCATION: INGLEWOOD UNIFIED SCHOOL DISTRICT</u> <u>Bennett-Kew Elementary School</u> Beulah Payne Elementary School Centinela Elementary School Highland Elementary School Kelso Elementary School Clyde Woodworth Imagine Learning Magnet Elem. Oak Street Elementary School Hudnall Elementary School Warren Lane Elementary SchoolWorthington Elementary School Frank D. Parent K-8 La tijera Academy of Excellence -CharterK-8 Albert Monroe Magnet Middle School Crozier Middle school City fo Honors High School Inglewood High School Morningside High School Inglewood Continuation High School

5	PERIOD OF PERFORMANCE: February 21, 2019 through June 30, 2019
6	COMPENSATION: The school agrees to pay a fee of \$90.00 per parent . This fee will be assessed for each parent graduate (those parents attending three or more sessions of the total of 5 sessions, during the 7-week training). The fee covers the cost of professionally trained class facilitators, coordinators, recruitment staff, and materials. Parent Engagement Academy will open a class with a minimum of 25 parents enrolled in Spanish and 15 parents in English. Total of at least 40 parents enrolled.

OBJECTIVES - FACTOR PROGRAM

Session 1

1. Get to know the model of "Pathway to success" that will be present throughout the program
2. Learn to recognize the importance of family support in student's academic performance and how to help them express their emotions
3. Recognize anxiety and stress in our children
4. Get to know the Habits of Mind Practices in Mathematics
5. Learn how to calculate the GPA and come to know honor classes, advanced classes (AP), as well as the GATE program

Session 2

1. Identify the benefits of having physical activities
2. Understand the importance of adequate nutrition in academic performance
3. Be cognizant of the "core courses", and the A-G requirements
4. Receive information regarding academic records, transcripts and CUM file
5. Identify what are extracurricular activities and their purpose in our children's education

Session 3

1. Support student communication using the given tools and by reading
2. Understand the Common Core State Standards, how they work and what their purposes are, as well as CAASPP assessment exam
3. Learn about the United States Educational System
4. Understand the different committees that the schools have and how parents can get involved.
5. Learn more about the LCFF-LCAP
6. Recognize the importance of the teacher's visit or the academic adviser of our kids and learn techniques for an efficient visit.

Session 4

1. Get to know how the California university system works
2. Locate our children on the pathway to success
3. Identify admission requirements for college
4. Learn how financial education of students affects their academic life
5. Know the financing options for universities
6. Identify STEM careers

Session 5

1. Educate ourselves about the role of technology in our lives, in the academic life of students and how in the future will be relevant to the professional life of students
2. Learn about the 21st century skills and how to support our children in achieving them
3. Understand what the achievement gap is and how to shorten it
4. Create an action plan to support our children to succeed

Inglewood Unified School District

WEEK 1	2019	ORIENTATION -8:30 to 10:00 a.m.or 6:00 to 7:30 p.m. <ul style="list-style-type: none"> • Welcome • Presentation of the program • Registration
WEEK 2	2019	SESSION 1 - THE PATHWAY TO SUCCESS - 8:30 to 10:00 a.m.or 6:00 to 7:30 p.m. <ul style="list-style-type: none"> • Get to know the model of "Pathway to success" that will be present throughout the program. • Learn to recognize the importance of family support in student's academic performance and how to help them express their emotions. • Recognize anxiety and stress in our children. • Get to know the Habits of Mind and Practices in Mathematics. • Learn how to calculate the GPA and come to know honor classes, advanced classes (AP), as well as the GATE Program.
WEEK 3	2019	SESSION 2 - OUR CHILDREN'S WELL BEING - 8:30 to 10:00 a.m.or 6:00 to 7:30 p.m. <ul style="list-style-type: none"> • Identify the benefits of having physical activities. • Understand the importance of adequate nutrition in academic performance. • Be cognizant of the "core courses", and the A-G requirements. • Receive information regarding academic records, transcripts and CUM file. • Identify what are extracurricular activities and their purpose in our children's education.
WEEK 4	2019	SESSION 3 - UNDERSTANDING THE EDUCATIONAL SYSTEM - 8:30 to 10:00 a.m.or 6:00 to 7:30 p.m. <ul style="list-style-type: none"> • Support student communication using the given tools and by reading. • Understand the Common Core State Standards, how they work and what their purposes are, as well as CAASPP assessment exam. • Learn about the United States Educational System. • Understand the different committees that the schools have and how parents can get involved. • Learn more about the LCFF-LCAP. 6. Recognize the importance of the teacher's visit or the academic adviser of our kids and learn techniques for an efficient visit.
WEEK 5	2019	SESSION 4 - GETTING READY FOR COLLEGE STEM-STEAM - 8:30 to 10:00 a.m.or 6:00 to 7:30 p.m. <ul style="list-style-type: none"> • Get to know how the California university system works. • Locate our children on the pathway to success. • Identify admission requirements for college. • Learn how financial education of students affects their academic life. • Know the financing options for universities. • Identify STEM careers.
WEEK 6	2019	SESSION 5 - 21ST CENTURY SKILLS - 8:30 to 10:00 a.m.or 6:00 to 7:30 p.m. <ul style="list-style-type: none"> • Educate ourselves about the role of technology in our lives, in the academic life of students and how in the future will be relevant to the professional life of students. • Learn about the 21st century skills and how to support our children in achieving them. • Understand what the achievement gap is and how to shorten it. • Create an action plan to support our children to succeed.
WEEK 7	2019	SCHOOL PRESENTATION AND GRADUATION -6:00 to 8:00 p.m. Provided by the school in all the sessions: <u>Microphone, and appropriate technology and classrooms and Childcare</u>



INGLEWOOD UNIFIED SCHOOL DISTRICT

VENDOR APPLICATION

Company Name: PARENT ENGAGEMENT ACADEMY EIN# 82-2352048

dba: _____

Street Address: P.O.Box 6153 City: Whittier

State CA Zip Code: 90509

Remit Address: P.O.Box 6153 City: Whittier

State CA Zip Code: 90609

Telephone Number: 562-652-8150 Fax: _____

Email to send PO: mmeraz@academyforparents.org

Year Established: 2017 Website: www.academyforparents.org

Owner: 501(c)3 Non profit Organization Sales Rep: Maria Elena Meraz -Program Officer

Products/Services Provided: Parent Trainings -FACTOR 1 & 2 PROGRAMS

Comments: PEA will provide a parent training course for parents of the children at IUSD Schools

Please include any affiliations/relationships with Inglewood Unified School District.

1. Name: N/A Relationship/Affiliation: _____

2. Name: N/A Relationship/Affiliation: _____

Reference List:

Vendor must list below the name, address, telephone number and name of contact of two (2) companies, where the Bidder has successfully supplied same or similar items as requested in this bid.

- | | |
|----|--|
| 1. | COMPTON USD Santa Fe Ave. Compton, CA 90221 DOMINGUEZ HIGH SCHOOL, BLAIR |
| 2. | PARAMOUNT USD- 15110 S. California Ave. Paramount, CA 90723 RYAN D SMITH, Esq. |

Please attach a completed-up-to-date W-9 form with application to purchasing@inglewood.k12.ca.us

Vendor must list below the name of the individual authorized to resolve any problems of service or supply pertaining to the material ordered as a result of this bid.

Print or Type Name: Maria Elena Meraz Title: Chief Executive Officer

Signature: MARIA ELENA MERAZ Telephone: 562-652-8150

Purchasing Department
401 S. Inglewood Ave., Inglewood, CA 90301 – (310) 419-2700 FAX (310) 680-5138
E-mail: purchasing@inglewood.k12.ca.us

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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. Parent Engagement Academy	
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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=Partnership) ► _____ <small>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.</small> <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payer code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 6153	Requester's name and address (optional)
6 City, state, and ZIP code Whittier, CA 90604	
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									
8	2		2	3	5	2	0	4	8

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>Mani Elmerjany</i>	Date ► <i>10-1-2018</i>
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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.

