

## INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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This Agreement is entered into between Mount Diablo Unified School District, CARES Office ("Contractor") and PARTNERSHIP FOR CHILDREN AND YOUTH (PCY), a California 501c3 (collectively, the "Parties").

### 1. CONTRACTOR'S SERVICES

- a. Contractor agrees to perform the following services ("Services"):
- Participate in monthly Leadership and Site Coordinator Summer Program Quality Meetings throughout the duration of this agreement.
  - Submit a detailed Summer Science Pilot Project program plan and budget by Friday, March 15, 2013.
  - Serve at least 300 participants (60 /site x 5 sites) from your community with at least 120 hours and at least 90 minutes per day of STEM content.
  - Attend four (4) Techbridge STEM training sessions for front-line staff. All site coordinators will be required to attend the first session only.
  - Attend one (1) STEM training session for STEM Coaches (teachers).
  - Work on quality improvement with PCY, MDUSD, and internal support, including:
    - developing and implementing a "Quality Improvement Plan,"
    - assessing quality with the "Comprehensive Assessment of Summer Programs" (CASP),
    - making changes based on 48 Hour and Quality Reports
    - participating in Summer Matters Campaign debrief meeting in October 2013.
  - Participate in evaluation and provide input and reports to document model, lessons learned and needed revisions.
  - Participate in summer advocacy efforts, including National Summer Learning Day, and hosting at least one site visit for key stakeholders.
- b. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit, except to the extent doing so causes Contractor to breach Contractor's obligations under this Agreement or creates a conflict of interest.

### 2. COMPENSATION

PCY agrees to pay Contractor as follows:

- Up to \$80,000 which is intended to cover expenses associated with the aforementioned services and requirements. Please note that \$25,000 will be contracted to the CARES Office via Chevron in support of the Summer Science Pilot Project. Thus, the total compensation includes \$80,000 from PCY and \$25,000 from Chevron for a total of \$105,000 for services associated with the Summer Science Pilot Project.

3. EXPENSES

PCY agrees to reimburse Contractor for all expenses reasonably incurred in the performance of the Service upon production of supporting receipts and documentation. Any reimbursed expenses must be approved in advance.

4. TERM OF AGREEMENT

- a. This Agreement will become effective on March 4, 2013 and will terminate on November 1, 2013.
- b. Either party may terminate this Agreement at any time by giving 10 days written notice to the other party in accordance with the notice provisions set forth below. Additionally, PCY may terminate this Agreement immediately upon the Contractor's breach of any provision of this Agreement.
- c. Upon termination of this Agreement, Contractor shall be entitled to payment for Services completed prior to the termination date and reimbursement for approved expenses incurred prior to the termination date. Thereafter, PCY shall owe Contractor no further amounts or obligations.
- d. Contractor will invoice PCY for services rendered at the end of each month, by the last day of each month. Invoices shall be submitted no later than one month of completion of services.

5. NOTICES

Any notice under this Agreement must be in writing and shall be effective upon delivery by hand or five business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to PCY or to Contractor at the corresponding address below. Contractor shall be obligated to notify PCY in writing of any change in Contractor's address. Notice of change of address shall be effective only when done in accordance with this Paragraph.

PCY's Notice Address and Phone Number:

Attn: Finance and Administration Director  
PARTNERSHIP FOR CHILDREN AND YOUTH  
1611 Telegraph, Suite 404  
Oakland, CA 94612  
(510) 830-4200

Contractor's Notice Address and Phone Number:

Mount Diablo Unified School District  
CARES Office  
1266 San Carlos Ave., Room A-6  
Concord, CA 94518  
(925) 691-0351

6. RELATIONSHIP OF THE PARTIES

a. Contractor enters into this agreement as, and shall continue to be, an independent contractor. In no circumstance shall Contractor look to PCY as Contractor's employer, partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to PCY's employees, including workers' compensation, disability insurance, retirement plans, or vacation or sick pay. Contractor also agrees that, consistent with Contractor's independent contractor status, Contractor will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits.

b. Contractor and PCY shall provide to each other upon request any information reasonably necessary to determine their obligations under this Agreement, to fulfill the purposes of the Services, or to maintain accurate records.

c. Contractor shall provide PCY with resume, appropriate licensure or certification to ensure they are eligible to provide said contracted services.

7. TAXES

Contractor will be required to complete a W-9 prior to receiving any payment under this Agreement. PCY will not withhold or pay on behalf of Contractor any taxes at all. PCY will issue a 1099 to Contractor if required at the end of the year. Contractor will be solely responsible for paying any and all required state, federal, disability, social security, or any other applicable taxes.

8. CONTRACTOR'S REPRESENTATIONS AND INDEMNITIES

Contractor shall and does hereby indemnify, defend, and hold harmless PCY, and PCY's officers, directors, employees and shareholders, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that PCY may incur or suffer and that result from, or are related to, any breach or failure of Contractor to perform any of the representations, warranties, and agreements in this Agreement.

9. CONFIDENTIAL INFORMATION

Contractor agrees to keep in confidence any proprietary information to which it is given access, and to return to PCY such materials as have been made available because of this agreement. Contractor agrees at all times during the term of this agreement and thereafter, to hold in strictest confidence, and not to use, except for the benefit of PCY, or to disclose to any person, firm or corporation without written authorization of the executive director of PCY, any Confidential Information of PCY, except under a non-disclosure agreement duly authorized and executed by PCY. "Confidential Information" means any non-public information that relates to the actual or anticipated business or research and development of PCY, technical data, trade secrets or know-how, including, but not limited to, research, business plans or other information regarding PCY's political activities, selection processes or services and markets therefor, customer or donor lists and customers or donors, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information. Confidential Information does not include any of the foregoing items, which have become publicly known and made generally available through no wrongful act of mine or of

others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof. PCY has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on PCY's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Contractor agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for PCY consistent with PCY's agreement with such third party.

10. OWNERSHIP OF WORK PRODUCT

Any and all material produced under this agreement, including preliminary drafts, are the sole and exclusive property of PCY. Contractor agrees not to publish or otherwise use any such material without the express written approval of the executive director of PCY.

11. ASSIGNMENT

Contractor shall not assign or otherwise transfer this Agreement or any rights or responsibilities hereunder without the prior written consent of PCY. The consent may be withheld for any reason.

12. JURISDICTION/MEDIATION

This Agreement shall be construed in accordance with the laws of California. Any disputes under this Agreement must first be mediated before any legal action can be filed by either party. Any mediation will occur in Alameda County and costs will be split equally between the parties. If the parties are unable to resolve their disputes through mediation, any legal action shall be filed in Alameda County and each party will be responsible for their own legal fees.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall be binding on the parties and any permitted assigns.

PARTNERSHIP FOR CHILDREN AND YOUTH

CONTRACTOR

By: \_\_\_\_\_



Mary Creasman, Associated Director

Stephen Lawrence, Superintendent

Mt. Diablo Unified School District

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## 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) <b>Mt. Diablo Unified School District</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input 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=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Exempt payee	
	<input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Tax exempt public entity</b>	
Address (number, street, and apt. or suite no.) <b>1936 Carlotta Drive</b>		Requester's name and address (optional)
City, state, and ZIP code <b>Concord, CA 94519</b>		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																									
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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 <i>How to get a TIN</i> 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.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">6</td> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;">0</td> <td style="width: 20px; height: 20px; text-align: center;">0</td> <td style="width: 20px; height: 20px; text-align: center;">9</td> <td style="width: 20px; height: 20px; text-align: center;">1</td> <td style="width: 20px; height: 20px; text-align: center;">1</td> <td style="width: 20px; height: 20px; text-align: center;">5</td> <td style="width: 20px; height: 20px; text-align: center;">7</td> </tr> </table>	Social security number																				Employer identification number										6	8	-	0	0	9	1	1	5	7
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<b>Part II Certification</b>	
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).	
<b>Certification instructions.</b> 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.	
<b>Sign Here</b>	Signature of U.S. person ▶
	Date ▶

### 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 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.