



CONTRACTOR AGREEMENT

By this agreement made and entered into on the _____ between Kidango, Inc. and **Chabot College** (hereinafter referred to as Contractor), in consideration of their mutual covenants, the parties hereto agree as follows:

- A. DUTIES OF CONTRACTOR** The Contractor shall provide the services out lined in **Schedule A** Scope of Work.
- B. CONTRACT PERIOD:** The Contractor's work as specified in this agreement shall commence upon **July 20, 2011** of agreement and shall be completed on or before **July 19, 2012**.
- C. INSURANCE** N/A
- D. COMPENSATION/TIMELINE** for the full performance of this agreement, Kidango shall pay the Contractor as follows: **See Schedule B**

Payment to be made as follows: _____ Within 30 days, upon completion of each consultation session and receipt of invoice and the approval of the Kidango Executive Director.

E. GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION

- a.) The Contractor shall indemnify, hold harmless and defend Kidango and each of its officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by KIDANGO, the Contractor or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Contractor or any of its employees or agents in the performance of this contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the Kidango or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the Kidango.
- b.) If the Contractor should subcontract all or any portion of the work to be performed under this agreement, the Contractor shall require each sub-contractor to indemnify, hold harmless and defend the KIDANGO, its officers, officials, employees and agents in accordance with the terms of the preceding paragraph. The contractor may not subcontract any portion of the work without approval in writing from Kidango.

2. INSURANCE Throughout the life of this Contract, the Contractor may pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance unless waiver by Kidango.

- a) COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY insurance which shall include Contractual Liability, Products and Completed Operations coverage, Bodily Injury and Property Damage (including Fire Legal Liability) Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit (CG 0001). Contractors with excavation and underground risks shall have coverage for and exclusions removed for “x, c, and u”.
- b) COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY insurance, endorsed for “any auto” with combined single limits of liability of not less than \$1,000,000 each occurrence. (CA 0001)
- c) WORKERS’ COMPENSATION Insurance as required under the California Labor Code, and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease. Deductibles and Self-Insured Retentions must be declared and are subject to approval by the Kidango.

The Policy (s) may also provide the following:

- a.) The Commercial General Liability and Automobile Liability insurance shall be written on ISO approved occurrence form (see item 1 and 2 above) and endorsed to name: Kidango, its officers, representatives, agents, employees and volunteers are additional insured. ISO Endorsement CG 20 10 11 85 (or equal) is acceptable.
- b.) For any claims related to this project, the Contractor’s insurance coverage if any shall be primary insurance as respects Kidango, its officers, representative, agents, employees and volunteers. Any coverage maintained by the Kidango shall be excess of the Contractor’s insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against Kidango.
- c.) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days’ prior to written notice by certified mail, return receipt requested, has been given to Kidango. Further, the thirty (30) day notice shall be unrestricted, except for workers’ compensation, which shall permit ten (10) days advance notice. The Insurer shall provide Kidango with notification of any cancellation, major change, modification or reduction in coverage.
- d.) Regardless of these contract minimum insurance requirements, the contractor and its insurer shall agree to commit the contractor’s full policy limits and these minimum requirements shall not restrict the contractor’s liability or coverage limit obligations.
- e.) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
- f.) The Company shall furnish Kidango with the Certificates and Endorsements for all required insurance, prior to Kidango’s, execution of the Agreement and start of work, if applicable
- g.) Proper Address for Mailing Certificates, Endorsements and Notices shall be: Kidango, Finance Manager, 44000 Old Warm Springs Blvd, Fremont, CA 94538
- h.) Upon notification of receipt by the Kidango of a Notice of Cancellation, major change, modification, or reduction in coverage, the Contractor shall immediately file with Kidango a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the Kidango’s Finance Manager or Executive Director (510)897-6918 Fax is (510)897-6909.

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the insurance in full force and effect, if resigned by Kidango all work under the Contract shall be discontinued immediately, and all payments due or that may become due to the Contractor shall be withheld until acceptable replacement coverage notice is received by Kidango. Any failure to maintain the required insurance shall be sufficient cause for the Kidango to terminate this Contract. In the event of insurance cancellation, the Kidango reserves the right to purchase insurance or insure (or self-insure) for the above required coverage, at the contractor’s full expense. If the contractor does not carry insurance, the contractor shall be personally responsible for any liability that arises out of their work with Kidango

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the subcontractor, and/or require each subcontractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any Cancellation, Lapse, Reduction or Change of Subcontractors insurance shall have the same impact as described above.

3. NON-DISCRIMINATION No discrimination shall be made in the employment or provision of services of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
4. CONFLICT OF INTEREST Before executing this agreement, the Contractor shall disclose to the Kidango the identities of any board member, officer, or employee of Kidango, or relatives thereof, who the Contractor knows or should know will have any financial interest resulting from this agreement that are related by blood or marriage or comparable status.
5. LICENSE AND AUTHORITY The Contractor will maintain all necessary licenses during the term of this agreement. If other than a natural person, Contractor is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
6. EQUIPMENT AND FACILITIES The Contractor will provide all necessary equipment and facilities to render his/her services pursuant to this agreement, unless otherwise agreed to by the parties.
7. EMPLOYMENT OF ADDITIONAL WORKERS BY CONTRACTOR The Contractor may, at the Contractor's own expense, employ additional workers or subcontractors as necessary for the completion of this agreement and shall maintain workers' compensation insurance as required by state law. Kidango shall not control, direct, or supervise the Contractor's additional workers or subcontractors in the performance of those services. The Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or subcontractors and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings. The Contractor shall not hire employees of the Kidango for performance of this agreement.
8. ASSIGNMENT Without the written consent of Kidango, this agreement is not assignable by the Contractor, nor shall the contractor hire others to perform work under this agreement unless approved by Kidango in writing.
9. SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
10. TIME. Time is the essence of this agreement.
11. GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.
12. WITHHOLDING. Kidango shall not withhold or set aside any money on behalf of the Contractor for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever. The Contractor shall be responsible for any taxes, insurance or other costs not agreed by Kidango to be the responsibility of Kidango.
13. CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the Kidango and the contractor.
14. HEADINGS. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.
15. TERMINATION. Kidango may terminate this agreement and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform under this agreement. In the event of such termination, the Kidango may proceed with the work in any manner deemed proper by the Kidango. The cost to Kidango shall be deducted from any sum due the Contractor under this agreement.

16. SEVERABILITY. In the event any portion of this agreement shall held by a Court to be invalid, such holding shall not invalidate the remainder of this agreement.
17. AMBIGUITY. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
18. COPYRIGHT. Any written or electronic media, software or other products produced as a result of this contract shall be a work for hire and shall be the property of the Kidango.
19. EXPENSES. The Contractor shall be responsible for all costs and expenses incident to the performance of services for Kidango, except as provided by this agreement, including but not limited to: all costs of equipment provided by the Contractor; all fees, fines, licenses, bonds or taxes required of or imposed against the Contractor; and all other of the Contractor's costs of doing business.

F. VENDOR IS A CONTRACTOR AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Contractor shall be deemed to be an independent contractor and is not authorized to bind Kidango or it's partners, Alameda County Child Care Planning Council, Chabot College, California State University East Bay, and Davis Street Family Resource Center to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of KIDANGO, or to utilize KIDANGO's letterhead or logo without the prior consent of the respective owner of the letterhead or logo. Each of the following factors, in addition to other provisions of this Agreement, confirms the Contractor's status as an independent contractor and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Contractor and Kidango agree to comply with each of the following factors as is necessary to maintain independent contractor status, each of which shall form a part of this Agreement:

INSTRUCTIONS	Kidango shall provide job specifications only, and not explicit instructions.
TRAINING	Kidango shall not provide any training for workers or contractor
RIGHT TO CONTRACT OTHERS	Kidango has the right to contract others to do the actual work if necessary.
WORK NOT ESSENTIAL TO KIDANGO	Kidango's success or continuation does not depend on the services of the Contractor.
OWN WORK HOURS	The Contractor establishes the work hours for the job.
NO CONTINUING RELATIONSHIP	The Contractor will not have a continuing relationship with the KIDANGO. If the relationship is frequent, it will be at irregular intervals, on call (no full-time), or whenever work is available.
TIME TO PURSUE OTHER WORK	The Contractor may pursue other work during term of agreement.
JOB LOCATION	The Contractor controls the job location except for the work to be provided under the contract.
ORDER OF WORK	The Contractor determines the order and sequence of the work.

BASIS OF PAYMENT	Payment shall be by the hour.
WORK FOR MULTIPLE FIRMS	The Contractor may work for multiple firms simultaneously.
BUSINESS EXPENSES	The Contractor is responsible for own expenses.
OWN TOOLS & EQUIPMENT	Tools and equipment for the job shall be provided by the Contractor.
INVESTMENT NOT REQUIRED	The Contractor will not be required to hire for compensation KIDANGO facilities to perform the work.
SERVICES AVAILABLE TO PUBLIC	The Contractor's services are available to the general public.
RIGHT TO TERMINATE	The Contractor may not be terminated except as allowed for under the agreement.
NON-COMPLETION	The Contractor is not entitled to compensation in case of non-completion.
POSSIBLE PROFIT OR LOSS	The Contractor can make a profit or a loss on the work.
PROGRESS REPORTS	The Contractor will not be required to make progress reports, unless otherwise agreed.

G. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Contractor's signatures below signify both an understanding and acceptance of the contract provisions.

H. CONTRACT INITIATOR (Kidango Representative) CONTRACTOR

Signature: _____

Signature: _____

Date Signed: _____

Date Signed: _____

Title: Paul Miller, Executive Director

Title: (if any) Lorenzo Legaspi, Vice Chancellor

Address Old Warm Springs Blvd

Address: 5020 Franklin Drive, Pleasanton CA 94588

Company Name & Address: Fremont, CA 94538

Phone / Fax: (925) 485-5203

E-Mail Address: Pmiller@kidango.org

E-Mail Address: _____

Kidango Tax ID #: 94-2581686

Tax ID #: _____

I. APPROVALS This Agreement shall become effective upon its approval by the undersigned persons:

Executive Director (all agreements) _____ Date: _____

(Signature)

Distribution: Original to Finance Manager, original to Contractor.

Schedule A. Scope of Work

- Chabot College will provide the students with full-time ECD Professional Development Coordinators, assist to develop, enhance, and implement academic and student support services for the ECD students aspiring to prepare for the certified ECE workforce as well as to earn their ECD AA Degree.
- Chabot will provide services such as assisting in preparing a professional development plan for students, an early childhood development major plan for students, as well as providing California Department of Education Early Childhood Permit application and processing workshops in group and individual service settings.
- ECE Pathway Cohort students will benefit from both the academic lab study and field placement options.

Schedule B. Compensation & Timeline

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Compensation

1. Lead Faculty 50 Hrs @ \$50/hr = \$2,500.00
 2. Faculty Release for 4 ECD faculty – 16hrs @ \$50 /hr x 3 = \$2,400.00
 3. Counseling Faculty \$50 x 16 hrs = \$800.00
 4. Professional Development Coordinator 16hrs per week x 20 weeks x \$35 /hr = \$11,200
- Faculty Benefits @ 35% of salary \$1,995.00

Estimated ECE Teacher Pathway Project Timeline

<i>Date</i>	<i>Activity</i>
<i>January 2012- July 19, 2012</i>	<ul style="list-style-type: none"> • <i>Professional Development Coordinator will recruit, provide academic and student support services for ECD students in EC Teacher pathway</i>
<i>January 2012- July 19, 2012</i>	<ul style="list-style-type: none"> • <i>Chabot College will provide services to EC Teacher pathway students such as Student Educational Plans, CA department Child Development permit applications, workshops and processing and other services as needed for students to be successful.</i>
<i>January 2012- July 19, 2012</i>	<ul style="list-style-type: none"> • <i>EC PDC will plan and hold monthly EC Teacher pathway cohort meetings.</i>
<i>January 2012- July 19, 2012</i>	<ul style="list-style-type: none"> • <i>Oversee budget of EC Teacher pathway.</i>
<i>January 2012- July 19, 2012</i>	<ul style="list-style-type: none"> • <i>EC PDC will attend EC Teacher pathway meetings</i>

All information provided shall be considered confidential for the use of Kidango and the Chabot College in this Project.

All information, advice and assistance provided shall be provided directly to the Kidango Executive Director or his/her designee as requested by the Executive Director