

PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of Tuesday, January 12, 2010

ITEM# 9

ITEM TITLE: *(Please define the subject; e.g., change order – Berkeley City College)*

Childcare contract for BANANAS, Berkeley City College.

SPECIFIC BOARD ACTION REQUESTED:

Please approve this contract (No. 10564) to provide funds for childcare.

ITEM SUMMARY: *(PLEASE DISCUSS THIS ITEM)*

Contract to BANANAS, Oakland, to administer the voucher program for Berkeley City College. This contract has no impact on the Berkeley City College budget, since it is financed by categorical funding provided by the state for this purpose.

BACKGROUND/ANALYSIS:

BANANAS has been providing childcare for Berkeley City College on a voucher system funded categorically by the state since Berkeley City College does not operate a child care center.

ALTERNATIVES/OPTIONS:

EVALUATION AND RECOMMENDED ACTION:

There is a high demand for childcare by CalWORKs students. Please approve this amendment so that this service will continue uninterrupted.

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):

CALWORKS/TANF

OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):

YES _____ No X

COMMENTS:

WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING?

**DID A BOARD STANDING COMMITTEE RECOMMEND THE ITEM? YES _____ NO X _____ IF
"YES", PLEASE INCLUDE THAT INFORMATION IN YOUR SUMMARY.**

(*****Board contract approval is subject to negotiation and execution by the Chancellor.)

DOCUMENT PREPARED BY:

Prepared by: Ayele Lemma, CalWORKs Coordinator
[Enter Here - Your Name and Title of Individual]

Date: 12-14-09

DOCUMENT PRESENTED AND APPROVED BY:

Presented and approved by: Dr. Betty Inlan
President, Berkeley City College

Date: 12

FINANCE DEPARTMENT REVIEW

Finance review required Finance review *not* required

If Finance review is required, determination is: Approved Not Approved

If not approved, please give reason: _____

Signature: Thomas Smith Date: 1/7/10
Thomas Smith, Vice Chancellor for Finance and Administration

GENERAL COUNSEL (Legality and Format/adherence to Education Codes):

Legal review required Legal review *not* required

If Legal review is required, determination is: Approved Not Approved

Signature: _____ Date: _____
Thuy T. Nguyen, General Counsel

CHANCELLOR'S OFFICE APPROVAL

Approved, and Place on Agenda Not Approved, but Place on Agenda

See - Ayele 1/10/10

10565

PERALTA COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR/CONSULTANT SERVICES CONTRACT

The contract for personal services is entered into by BANANAS
 Name of Contractor - Business

5232 Claremont Ave. Oakland CA 94618-1003
 Address City State Zip

called the INDEPENDENT CONTRACTOR, and the Peralta Community College District, 333 East Eighth Street, Oakland, CA 94606, hereinafter called the DISTRICT, for the performance of the services hereinafter described. The INDEPENDENT CONTRACTOR agrees to perform the following services for the DISTRICT under the stated conditions within the limits set forth:

Childcare Alternative Payment Program total amount for child care not to exceed \$40,000.00. Administrative cost not to exceed \$6,000.00 for year 2009-10.

The INDEPENDENT CONTRACTOR has presented proof of official business status:

Business License Number: Berk2006-31304/Oak4009479

ID Number: 94-2247074

The work of the INDEPENDENT CONTRACTOR shall be approved by: [Signature]
 Unit Manager/Title Dean of Studies

The work shall be completed on or before June 30, 2010

COMPENSATION: Compensation shall be \$ ~~150,000~~ 46,000, payable within 10 days following completion of the work and authorization by the unit manager. The contractor will be paid out of

ACCOUNTING CODES								
L	FUND	COST CENT.	OBJECT	PR	ACTIVITY	SUF	SPPJ	LN
8	21	842	5105	1	647200		0993	00/01
8	21	842	7620	1	732000		0993	01
8	21	842	7620	1	732000		0994	00

Funds Verified by Business Officer [Signature]

The foregoing provisions along with conditions set forth on the reverse of this document are understood and agreed to by the INDEPENDENT CONTRACTOR.

Contractor's Printed Name _____

Contractor's Signature _____ Date _____

Vendor Number _____

(Obtain in "/VEN" on mainframe program or route to District Business Services with W-9 and Vendor Addition Form.)

APPROVAL ROUTING:

[Signature] 10-13-09
 College President/Vice Chancellor Date

 Vice Chancellor, Financial Services Date

APPROVED:

 Chancellor

MEMORANDUM OF UNDERSTANDING

The participants of the Memorandum of Understanding (MOU) are Berkeley City College and BANANAS, Inc.

Term: July 1, 2009 through June 30, 2010

The purpose of this MOU is to provide child care services to Berkeley City College CalWORKs participants.

BANANAS, Inc. agrees to provide child care vendor services for Berkeley City College participants according to mutually agreed upon terms and conditions between BANANAS, Inc and Berkeley City College. The total contract is \$46,000. The child care payment amount of the contract is: \$40,000. BANANAS will receive 15% of the contract: \$6,000; for processing child care authorizations, assisting participants in finding child care, processing and paying monthly time cards, and providing written reports to BCC. The monthly reports will be accompanied by a monthly invoices for retroactive payment of actual child care expenses and a \$500 monthly administration fee. Copies of processed time cards will accompany the invoice.

Berkeley City College agrees to provide each participant with a child care authorization. This authorization must include:

- 1) The participant's name, address and phone number
- 2) The dates, days and hours when the participant is eligible for child care. BANANAS will access the needs of the participant and add travel time to the contract as needed.
- 3) The signature of a designated Berkeley City College employee authorizing the child care.
- 4) The name, phone and fax number of that Berkeley City College employee

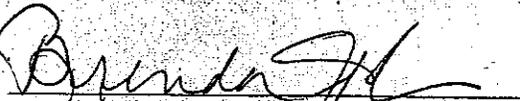
BANANAS staff will use this authorization when enrolling participants. Child care will be contracted only for the dates on the authorization. In order for the contract to be extended, Berkeley City College staff will need to send BANANAS an amendment to the original authorization.

Berkeley City College staff also agrees to respond in a timely manner to questions about child care authorizations or participant services.

This MOU can be amended at any time and the amendment will be valid when signed by both parties.

This MOU may be terminated at any time with thirty (30) days written notice given by either party to the other.

Berkeley City College and BANANAS agree to make good faith efforts to resolve any and all differences arising between them in the interpretation of this MOU. If the parties fail to reach agreement on any matter, then prior to taking other action, the parties shall attempt to employ, at no cost, the services of a third person mutually acceptable to the parties to mediate the dispute within five (5) days of appointment. If the parties are unable to agree on such third person within five (5) days of the request of either party for mediation, or if on completion of such mediation, the parties are unable to settle the dispute, then either party may request arbitration or may take such other action as it deems appropriate.


Brenda Johnson, Dean, BCC College

10/15/09
Date


Jo-Ellen Spencer, Financial Officer
BANANAS, Inc.

10/15/09
Date