MEMORANDUM OF UNDERSTANDING

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

Term: July 1, 2012 through June 30, 2013

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 $45,300 of which BANANAS will receive a 15% administrative fee, based on total actual expenditures (direct payments to providers and administrative expenses combined). The administrative fee will cover the cost of processing child care authorizations, assisting participants in finding child care, processing and paying monthly time cards, and providing written reports to BCC. The total annual administrative expenses may not exceed 15% of the total actual expenditures. Monthly invoices, reports and copies of timecards will be submitted to the appropriate Berkeley City College personnel, in a timely manner.

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.

May Chen, VP of Student Services

8/22/12
Date

Cate Ejjed, Finance Director
BANANAS, Inc.

8/22/12
Date