

PERALTA COMMUNITY COLLEGE DISTRICT

INDEPENDENT CONTRACTOR/CONSULTANT SERVICES CONTRACT

The contract for personal services is entered into by Bananas, Inc.

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

\$35,000 Administrative cost not to exceed \$5,250.00 for year 2013-14.

The INDEPENDENT CONTRACTOR has presented proof of official business status:

Business License Number: Berk2006-31304/4009479

Tax ID Number: 94-2247074

May Chep
12/11/13
May Chep, VP Student Services

The work of the INDEPENDENT CONTRACTOR shall be approved by: _____
Unit Manager/Title

The work shall be completed on or before June 30, 2014

COMPENSATION: Compensation shall be \$ 35,000.00, 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	11	841	7620	1	732000		1093	00	\$35,000.00

Budget

Funds Verified by Business Officer

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

BANANAS, Inc.

Contractor's Printed Name

Contractor's Signature *[Signature]* Date 1/9/14

600921

Vendor Number

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

APPROVAL ROUTING:

[Signature] 12/11/13
College President/Vice Chancellor Date

[Signature] 3/11/14
Vice Chancellor, Financial Services Date

APPROVED:

[Signature]
Chancellor

Approval Date 12-10

MEMORANDUM OF UNDERSTANDING

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

Term: July 1, 2013 through June 30, 2014

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 \$35,000 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 will make every effort to fully spend out the contracted amount of \$35,000.

Berkeley City College agrees to provide each eligible CalWORKs 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
Berkeley City College

8/15/13
Date



Richard Winefield, Executive Director
BANANAS, Inc.

7/31/2013
Date