

**FIRST AMENDMENT
TO
THE MASTER AGREEMENT
BETWEEN
THE PERALTA COMMUNITY COLLEGES DISTRICT
AND
THE PERALTA COLLEGES FOUNDATION**

On January, 24, 2006, an agreement ("Master Agreement") was entered into by and between the Peralta Community Colleges District ("District") and The Peralta Colleges Foundation ("Auxiliary"), an auxiliary organization established and operated for the benefit of the District and its students. This First Amendment ("First Amendment") to the Master Agreement is entered into this 28th day of September 2010 by and between the District and the Auxiliary.

RECITALS

WHEREAS, District recognizes that a Foundation-paid employee most efficiently performs administration of Auxiliary's fund-raising, development, and funds management functions, which by its by-laws may only serve to benefit the colleges and its students.

WHEREAS, the purpose of this Amendment is to memorialize that the District will provide funds for staff and administrative support to the Auxiliary, and to establish other parameters of the relationship between the District and the Auxiliary.

Specifically, this First Amendment adds Subsection (A) to Section II of the Master Agreement and herein reads:

II. A. District Contribution to Operating Costs

In furthering the operation of the Auxiliary, the District will contribute half of the actual operating costs, not to exceed \$100,000, in accordance with the following provision:

For fiscal years 2010-2011 and 2011-2012, District shall provide half of the operating cost for the Auxiliary.

For fiscal year 2012-2013, District shall provide 25% of the operating cost (that is, no more than \$50,000) for the Auxiliary. Fiscal year 2012-2013 shall be the last year in which the District will defray operating cost for the Auxiliary.

These funds shall be disbursed on January 2nd and July 1st of each calendar year for the period beginning July 1, 2010. This shall include disbursement of funds retroactively for the period of July 1, 2010 to January 1, 2011.

The Auxiliary agrees to reimburse the District in accordance with state law, including but not limited to Title 5 Section 59257, and the Master Agreement. The Auxiliary also agrees to provide a business plan for raising funds and an operation plan no later than June 30, 2011. The operation plan shall include:

- An organizational chart for the Auxiliary, facility requirements,
- Identification of a liaison to the District to resolve any employee disputes,
- A process for coordination with the District's Human Resources department on hirings and employee disputes such as discrimination claims,
- A process for evaluation of the Executive Director and the District's ability to participate in such evaluation through a committee that would include the Chancellor, and
- Identification of supplies and equipment needs (e.g., phones and computers).

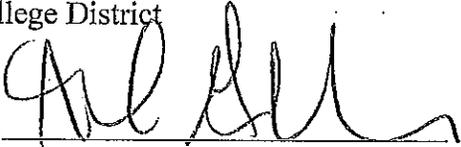
Auxiliary shall also provide the District's governing board with a status report at least once a year; the status report shall also be made to the general public and posted online.

The Auxiliary shall revise its By-Laws to have the District's Chief Financial Officer / Vice Chancellor for Finance and Administration serve as a non-voting, Ex Officio member of the Auxiliary.

The District's CFO (or designee) shall have signatory authority for checks made by the Auxiliary. The types of expenditure and the threshold amount that require the CFO's (or designee) signatory authority shall be at the discretion of the Chancellor.

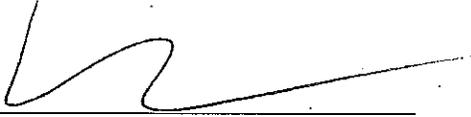
IN WITNESS WHEREOF, the parties hereto as of September 28, 2010 have executed this First Amendment.

The Peralta Community
College District

By: 
Abel Guillen, President
Board of Trustees
Peralta Community College District

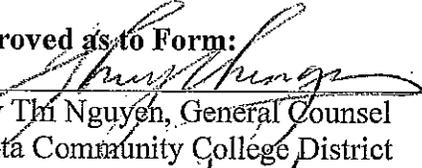
Date: 9/28/2010

The Peralta Colleges
Foundation

By: 
Karen Friedman, President
Peralta Colleges Foundation Board

Date: 9/22/10

Approved as to Form:

By: 
Thuy Thi Nguyen, General Counsel
Peralta Community College District

Date: 9/14/10