

Contract

PERALTA COMMUNITY COLLEGE DISTRICT

EVALUATION SERVICES CONTRACT WITH

PUBLIC/PRIVATE VENTURES

ARTICLE 1 PREFACE

- 1.1 Effective Date and Parties
- 1.2 Documents Incorporated
- 1.3 Recitals

ARTICLE 2 WORK

- 2.1 Work
- 2.2 Standard of Performance
- 2.3 Subcontractors
- 2.4 Ownership of Work Product

ARTICLE 3 PAYMENT

- 3.1 Schedule of Payments
- 3.2 Payment Not Acceptance
- 3.3 Payments Withheld
- 3.4 No Obligation to Make Payment
- 3.5 Taxes
- 3.6 Most Favored Customer - Omitted

ARTICLE 4 DELIVERY OF GOODS - Omitted

- 4.1 Method of Delivery
- 4.2 Delivery Complete
- 4.3 Passage of Title
- 4.4 Risk of Loss
- 4.5 Removal of Rejected Goods

ARTICLE 5 DELAYS - Omitted

- 5.1 Excusable Delays (Force Majeure)
- 5.2 Non-Excusable Delays
- 5.3 Compensation in the Event of Delay

ARTICLE 6 LIQUIDATED DAMAGES - Omitted

- 6.1 Liquidated Damages for Delay in the Delivery of the Work
- 6.2 Liquidated Damages for Failure to Meet Performance Guarantees
- 6.3 Damages in the Event of an Uncured Breach of Warranty

ARTICLE 7 WARRANTIES / OPPORTUNITY TO CURE - Omitted

- 7.1 Warranties
- 7.2 Incorporation of Products or Materials of Third Parties
- 7.3 Due Performance
- 7.4 Breach of Warranties
- 7.5 Opportunity to Cure
- 7.6 District May Repair
- 7.7 Quality Assurance/Quality Control

ARTICLE 8 INSURANCE

- 8.1 Insurance Requirement
- 8.2 Workers' Compensation
- 8.3 Certificates
- 8.4 Coverage for INDEMNIFIED PARTIES

ARTICLE 9 INDEMNITY

- 9.1 Indemnification of the DISTRICT
- 9.2 Continuing Performance

ARTICLE 10 COMPLIANCE WITH LAWS

- 10.1 Compliance with Laws
- 10.2 Hazardous Substances
- 10.3 Technology Accessibility
- 10.4 Equal Opportunity in Contracting
- 10.5 Non-Discrimination
- 10.6 Posting
- 10.7 Sexual Harassment
- 10.8 Drug-free Workplace
- 10.9 N.L.R.B. Certification
- 10.10 DISTRICT Conflicts of Interest
- 10.11 VENDOR Conflicts of Interest
- 10.12 Fraud or Misappropriation
- 10.13 Disclosure of Legal Matters

ARTICLE 11 CONFIDENTIALITY

- 11.1 Duty to Keep Information Confidential
- 11.2 Third Party INFORMATION
- 11.3 Breach of Confidentiality
- 11.4 Return of Information
- 11.5 Duration of Obligation

ARTICLE 12 FINANCIAL STATUS, RECORDS, AND NOTICE

- 12.1 Financial Solvency
- 12.2 Financial Misrepresentation in Response to Request for Proposal
- 12.3 Accounting Records and Auditing
- 12.4 Hazardous Materials Records
- 12.5 Return Documents
- 12.6 Evaluation
- 12.7 Notice

ARTICLE 13 MODIFICATION OF AGREEMENT

- 13.1 Authorized Agents
- 13.2 Modifications
- 13.3 Change Order Requests
- 13.4 Change Order Record Keeping
- 13.5 Renewal
- 13.6 Provision of Report
- 13.7 Assignment

ARTICLE 14 TERMINATION

- 14.1 Termination for Cause
- 14.2 Payment Obligations
- 14.3 Suspension of Performance
- 14.4 Termination for Convenience
- 14.5 Termination for Illegality

ARTICLE 15 DISPUTE RESOLUTION

- 15.1 Mediation
- 15.2 Arbitrations
- 15.3 Tort Claims Act

- 15.4 Forum Selection
- 15.5 Cumulative Remedies
- 15.6 No Special Damages
- 15.7 Reserve Right to Offset
- 15.8 Statutes of Limitation
- 15.9 Course of Dispute

ARTICLE 16 INTERPRETATION

- 16.1 Integration
- 16.2 Defined Terms
- 16.3 Governing Law
- 16.4 Severability
- 16.5 Titles of Provisions
- 16.6 No Third-Party Beneficiaries
- 16.7 Time Is of the Essence
- 16.8 VENDOR Is Independent of DISTRICT
- 16.9 Sovereign Immunity Reserved
- 16.10 No Waiver of Performance
- 16.11 Independent Contractor Contract

ARTICLE 17 EXECUTED

- 17.1 Authority
- 17.2 Executed

INDEX OF DEFINITIONS

- EXHIBIT A SCOPE OF SERVICES / DELIVERABLES
- EXHIBIT B PRICING AND PAYMENT SCHEDULE
- EXHIBIT C FIRM PROFILE
- EXHIBIT D REQUEST FOR PROPOSAL (R.F.P.) - **Omitted**
- EXHIBIT E RESPONSE TO REQUEST FOR PROPOSAL (R.F.P.) - **Omitted**
- EXHIBIT F LIQUIDATED DAMAGES RATES AND CAPS - **Omitted**
- EXHIBIT G REQUIRED INSURANCE COVERAGE FROM VENDOR
- EXHIBIT H AUTHORIZED AGENTS
- EXHIBIT I NOTICE CONTACTS
- EXHIBIT J INDEPENDENT CONTRACTOR / CONSULTANT SERVICES CONTRACT

ARTICLE 1: PREFACE

1.1 EFFECTIVE DATE and PARTIES. This is an agreement (“AGREEMENT”) dated as of October 1, 2009 (“EFFECTIVE DATE”), remaining effective until November 5, 2010 (“AGREEMENT PERIOD”), between **Peralta Community College District**, located at 333 E. 8th Street, Oakland, CA 94606, (hereinafter “DISTRICT”) and **Public/Private Ventures**, including its officers, employees, consultants, subcontractors, and agents (“VENDOR”), a Pennsylvania corporation, D/B/A in California as Pennsylvania Public/Private Ventures, with its principal office at 200 Market Street, Suite 600, Philadelphia, Pennsylvania 19103 (collectively, “PARTIES”).

1.2 Documents Incorporated. The AGREEMENT comprises the general provisions set out in these articles as well as all exhibits:

- (a) Exhibit A: Scope of Services / Deliverables.
- (b) Exhibit B: Pricing and Payment Schedule.
- (c) Exhibit C: Firm Profile.
- (d) Exhibit D: Request for Proposal (R.F.P.).- (Omitted)
- (e) Exhibit E: Response to Request for Proposal (R.F.P.). – (Omitted)
- (f) Exhibit F: Liquidated Damages Rates and Caps. – (Omitted)
- (g) Exhibit G: Required Insurance Coverage from Vendor.
- (h) Exhibit H: Authorized Agents.
- (i) Exhibit I: Notice Contacts.
- (j) Exhibit J: Independent Contractor / Consultant Services Contract.

1.3 Recitals.

Whereas, the Chancellor’s Office, California Community Colleges has funded three regional Career Advancement Academy pilot projects in Northern, Central, and Southern California for the purpose of establishing educational and economic pipelines for underserved youth and young adults age 18 – 30.

Whereas, Peralta Community College District was awarded the grant for Northern California and has established the East Bay Career Advancement Academy (EBCAA) in partnership with Contra Costa Community College District. At all participating colleges, the EBCAA offers a contextualized curriculum focused on a career pathway with strong supportive services for students in a learning community environment. In order to maximize the learning opportunities from the project, the DISTRICT seeks to retain an evaluation firm that will use qualitative and quantitative data to help the EBCAA strengthen its data collection and use it to make informed decisions about the design and delivery of EBCAA services.

Whereas, VENDOR, Public/Private Ventures has extensive evaluation experience with employment and workforce development initiatives involving community colleges.

Whereas, the DISTRICT has offered to contract with VENDOR for program evaluation services on the terms and conditions contained herein and VENDOR has indicated its

acceptance of this offer and wishes to enter into a contract with the DISTRICT in which VENDOR will furnish the services as set forth in Exhibit A of this contract for the total payment of **\$62,425**.

NOW, THEREFORE, in consideration of the mutual agreement set forth in the AGREEMENT, the PARTIES agree as follows:

ARTICLE 2: WORK

2.1 WORK. VENDOR shall furnish those services ("SERVICES") as specified in Exhibit A, Scope of Services / Deliverables (collectively, "WORK").

2.2 Standard of Performance. VENDOR represents that it is qualified to perform the WORK and that it possesses and will continue to possess, at its sole cost and expense, all licenses, registrations, permits, and personnel necessary to provide the work. VENDOR also represents that it has extensive knowledge of, and will comply with, all applicable laws, regulations, and ordinances.

2.3 Subcontractors. VENDOR acknowledges that this is a contract for personal services and that it may not enter into subcontracts under this AGREEMENT.

2.4 Ownership of Work Product. The WORK (and all related materials, rights, title and interest) provided under this AGREEMENT, regardless of the medium, including but not limited to, any designs, computations, studies, software, graphics, memorandum, plans, customer lists, business, financial, or marketing plans, (collectively, the "Work Product") shall, as applicable, be deemed "works made for hire," or "specially commissioned works," as those terms are defined in the U.S. Copyright Act (17 U.S.C. 101), and shall, in all cases, be owned exclusively by the DISTRICT. To the extent that the foregoing sentence is insufficient to convey exclusively ownership in the Work Product, VENDOR hereby assigns to the DISTRICT as their sole and exclusive property all VENDOR's right, title and interest in any part, or all of the Work Product and all proprietary rights related thereto, whether or not patentable or protectable under copyright, trademark or other similar statutes. VENDOR agrees to take such actions as are necessary to protect the DISTRICT'S rights in the Work Product (such as affixing proper copyright, patent or trademark notice where applicable) and to refrain from taking any action that would impair said rights. Upon the conclusion of this AGREEMENT, VENDOR shall return all copies or versions of the Work Product that VENDOR may at that time possess. VENDOR shall not have any rights to use or disclose the Work Product, except with the prior written consent of the DISTRICT.

ARTICLE 3: PAYMENT

3.1 Schedule of Payments. The DISTRICT shall pay VENDOR according to the schedule of payments attached as Exhibit B Pricing and Payment Schedule. VENDOR

shall invoice the DISTRICT for payments as set forth in the schedule of payments. Late payment by the DISTRICT shall not constitute a material breach of the AGREEMENT.

3.2 Payment Not Acceptance. No payment made to VENDOR shall be construed as an acceptance or approval of any of the WORK or constitute a waiver of any claim or right that the DISTRICT may then or thereafter have against VENDOR. Payments shall be subject to correction or adjustment in subsequent reviews and payments.

3.3 Payments Withheld. The DISTRICT may withhold payment on or offset against an invoice or a portion thereof in an amount and to such extent as may be reasonably necessary to protect the DISTRICT from loss because of:

- (a) VENDOR'S failure to supply the WORK in accordance with the AGREEMENT; or
- (b) third-party claims, suits, or liens arising out of or relating to VENDOR'S supply of the WORK, except to the extent secured or provided for by insurance, bond, or otherwise to the DISTRICT'S reasonable satisfaction; or

3.4 No Obligation to Make Payment. Notwithstanding any provision to the contrary, the DISTRICT shall have no obligation to make any payment to VENDOR at any time, after NOTICE to VENDOR when:

- (a) VENDOR is in material breach of the AGREEMENT; or
- (b) VENDOR fails to furnish and maintain evidence of current insurance in accordance with the requirements of the AGREEMENT.

3.5 Taxes. VENDOR agrees to file local, county, state, and federal tax returns and pay all applicable local, county, state and federal taxes on amounts paid pursuant to the AGREEMENT. In case the DISTRICT is audited for compliance regarding any applicable taxes, VENDOR agrees to furnish the DISTRICT with proof of payment of taxes on those earnings. VENDOR acknowledges that the DISTRICT will report all earnings to the California State Franchise Tax Board and the Internal Revenue Service as required by law.

3.6 Most Favored Customer. - Omitted

ARTICLE 4: DELIVERY OF GOODS - Omitted

ARTICLE 5: DELAYS - Omitted

ARTICLE 6: LIQUIDATED DAMAGES - Omitted

ARTICLE 7: WARRANTIES / OPPORTUNITY TO CURE - Omitted

ARTICLE 8: INSURANCE

8.1 Insurance Requirement. VENDOR shall provide and maintain insurance with coverages and limits of liability not less than those specified in Exhibit G Required Insurance Coverage from Vendor. Insurance shall be maintained throughout the term of the AGREEMENT. All such insurance shall be primary to any insurance maintained by the DISTRICT and name the DISTRICT as additional parties insured. Limits may be arranged through any combination of underlying and excess or umbrella policies. VENDOR shall pay all deductible amounts associated with the required insurance. In the event any policy of insurance does not comply with these requirements or is canceled and not replaced, the DISTRICT has the right but not the duty to obtain the insurance it deems necessary, and VENDOR will promptly reimburse any cost to the DISTRICT.

8.2 Workers' Compensation. VENDOR certifies that it is aware of California Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. VENDOR further certifies that it does and will comply with such provisions before commencing performance of the AGREEMENT and for the duration of the AGREEMENT.

8.3 Certificates. Prior to commencing performance under the AGREEMENT, VENDOR shall furnish the DISTRICT standard insurance certificates executed by an authorized representative of VENDOR'S insurer, evidencing the applicable policies, coverages, and limits. DISTRICT'S receipt of or failure to object to any insurance certificates or policies submitted by VENDOR does not release or diminish in any manner the liability or obligations of VENDOR or constitute a waiver of any of the insurance requirements under the AGREEMENT. Replacement certificates of insurance evidencing continuation of VENDOR'S coverage shall be furnished to the DISTRICT prior to the expiration of the current policies.

8.4 Coverage for INDEMNIFIED PARTIES. Each VENDOR insurance policy shall be endorsed to provide a waiver of each insurer's rights of subrogation against the INDEMNIFIED PARTIES. Policies shall name the INDEMNIFIED PARTIES as additional insureds for liability arising with respect to the WORK and shall include a cross-liability and severability of interests clause. Each VENDOR policy shall provide for NOTICE by the insurer to the DISTRICT prior to the cancellation, non-renewal, or material change of any insurance referred to herein.

ARTICLE 9: INDEMNITY

9.1 Indemnification of the DISTRICTS. VENDOR shall indemnify, defend and hold harmless the DISTRICT, their Board of Trustees, officers, agents, employees, volunteers and contractors (the "INDEMNIFIED PARTIES") from any and all third party actions, claims, losses, damages, demands or expense (including without limitation all

court and/or arbitration costs and reasonable attorney's fees on account thereof) suffered or incurred by the INDEMNIFIED PARTIES arising from or relating to the WORK, VENDOR's performance of services under this AGREEMENT, or any other act or omission of the VENDOR, including, but not limited to:

(a) claims by VENDOR's officers, agents or employees arising from or relating to their employment or contractual relationship with VENDOR, including any benefits to which they are entitled as a result thereof;

(b) claims of infringement or improper use of any patent, trade secret, proprietary right, copyright or any other intellectual property right relating to the WORK;

(c) claims arising out a failure by VENDOR or its officers, agents, or employees to comply with the laws and policies set forth in Article 10;

(d) claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the VENDOR.

This indemnification obligation shall survive the termination or expiration of this AGREEMENT.

9.2 Continuing Performance. If any 3rd party claim materially impairs performance of the WORK, then VENDOR, at its sole expense, shall timely procure the right from said 3rd party to continue its performance of its obligations under the AGREEMENT. Further, if an INDEMNIFIED PARTY should be enjoined from the use of any materials, combinations, or processes provided or to be provided under this AGREEMENT, then VENDOR shall promptly either:

(a) secure termination of any injunction and procure for the affected INDEMNIFIED PARTY the right to use such material, combination, or process, without obligation or liability; or

(b) replace such materials, combinations, or processes, or modify the same to become non-infringing,

all at VENDOR'S sole expense, but subject to all the requirements of the AGREEMENT.

ARTICLE 10: COMPLIANCE WITH LAWS

10.1 Compliance with Laws. VENDOR shall fully comply with all laws, executive orders, regulations, DISTRICT Board Policies, and other legal requirements applicable to VENDOR and to the WORK. Failure to comply with this Article shall constitute a material breach of the AGREEMENT. (Board Policies can be found on the DISTRICT'S website.)

10.2 Equal Opportunity in Contracting. The DISTRICT is committed to ensuring equal opportunity and equitable treatment in awarding and managing its public contracts. Therefore, it is the policy of the DISTRICT to encourage and facilitate full and equitable opportunities for small local business enterprises and small emerging local business enterprises to participate in prime contracting and subcontracting with the DISTRICT. DISTRICT policy prohibits discrimination in DISTRICT programs and services, including contracting, subcontracting, personal and professional services, goods and maintenance, repairs, and operations. VENDOR shall fully comply with the DISTRICT'S equal opportunity and equitable treatment policies and implementing procedures and shall not discriminate against or grant preferential treatment to any subcontractor on the basis of race, color, religion, creed, national origin, sex, actual or perceived sexual orientation, transgender status at any stage, marital status, disability, medical status or conditions, age, ancestry, gender identity, political affiliation, veteran status, or other personal characteristic protected by law in the performance of the AGREEMENT.

10.3 Non-Discrimination. VENDOR agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, DISTRICT Board Policy 4.03, and all applicable laws, rules, and regulations in regard to non-discrimination and equal opportunity. VENDOR agrees and assures that it will not discriminate against, permit discrimination against, harass, or permit harassment against any individual, including but not limited to employees, applicants for employment, or students, because of race, color, religion, creed, national origin, sex, actual or perceived sexual orientation, transgender status at any stage, marital status, disability, medical status or conditions, age, ancestry, gender identity, political affiliation, veteran status, or other personal characteristic protected by law. VENDOR will, in all solicitations or advertisements for employees, placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment without regard to the aforementioned protected personal characteristics. VENDOR certifies that it does not and will not maintain segregated facilities.

10.4 Posting. VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the non-discrimination provisions of this Article. VENDOR will send each labor union or representative of workers with which VENDOR has a collective bargaining agreement or other contract or understanding a notice, to be provided by the contracting officer, advising of VENDOR'S commitments under Executive Order 11246.

10.5 Sexual Harassment. VENDOR assures that it will not sexually harass or permit sexual harassment against any individual, including but not limited to employees, applicants for employment, or students. The DISTRICT shall have the right to remove an alleged offender from performance of the WORK pending the results of a sexual harassment investigation.

10.6 Drug-free Workplace. VENDOR certifies that VENDOR will comply with the requirements of California's Drug-Free Workplace Act of 1990, California Government

Code Section 8350 et seq., and will provide a drug-free workplace by taking the following actions:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in VENDOR'S workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) the dangers of drug abuse in the workplace;
 - (2) VENDOR'S policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations.
- (c) Requiring that each employee engaged in the performance of the AGREEMENT be given a copy of VENDOR'S drug-free policy statement and agree to abide by the terms of VENDOR'S statement as a condition of employment on the AGREEMENT.

10.7 N.L.R.B. Certification. VENDOR swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against VENDOR within the immediately preceding two-year period because of VENDOR'S failure to comply with an order of the National Labor Relations Board.

10.8 DISTRICT Conflicts of Interest. VENDOR represents that it is familiar with California Government Code Sections 1090 et seq. and 87100 et seq., and that it does not know of any facts that constitute a violation of said sections or DISTRICT'S conflict of interest code (e.g. Peralta Board Policy 6.86). VENDOR represents that it has completely disclosed to DISTRICT, and if applicable will disclose in the future, all facts bearing upon any possible interests, direct or indirect, which VENDOR believes any member of DISTRICT, or other officer, agent, or employee of DISTRICT or any department presently has, or will have, in the AGREEMENT, or in the performance thereof, or in any portion of the profits thereunder. If VENDOR subsequently becomes aware of any such facts, VENDOR shall promptly provide NOTICE to DISTRICT of same, along with a proposal for remedying the violation. DISTRICT, at its sole discretion, may determine whether the proposal or any other proposed resolution is satisfactory.

10.9 VENDOR Conflicts of Interest. VENDOR represents that it does not presently have, and shall not have during the AGREEMENT PERIOD, any direct or indirect interest that would conflict in any manner or degree with the performance of WORK required by the AGREEMENT. VENDOR further represents that it will not employ, subcontract to, or otherwise involve any person or entity having such conflicts of interest in the performance of the AGREEMENT. If VENDOR subsequently becomes aware of any such conflicts of interest, VENDOR shall promptly provide NOTICE to DISTRICT of

same, along with a proposal for remedying the violation. DISTRICT, at its sole discretion, may determine whether the proposal or any other proposed resolution is satisfactory.

10.10 Fraud or Misappropriation. VENDOR certifies that none of its officers has been convicted of fraud or misappropriation of funds.

10.11 Disclosure of Legal Matters. VENDOR represents that it has completely disclosed to DISTRICT prior to the execution of the AGREEMENT, and if applicable will disclose in the future, with respect to VENDOR, its officers, current employees, and the past and present enterprises of its officers:

- (a) citations, civil judgments, criminal convictions, civil, criminal, and administrative settlements, penalties, fines, and the like imposed by government entities;
- (b) charges or investigations by government entities, including but not limited to S.E.C. and A.T.F. investigations and grand jury charges;
- (c) suspensions and debarments;
- (d) litigation in which VENDOR is a defendant; and
- (e) past contracts terminated for cause.

ARTICLE 11: CONFIDENTIALITY

11.1 Duty to Keep Information Confidential. The DISTRICT shall furnish to VENDOR such information, proprietary data, access to the DISTRICT'S personnel, equipment, and materials as may be reasonably necessary and appropriate for VENDOR to provide the WORK, the confidentiality of which gives the DISTRICT a competitive advantage in its business (all such information and access so furnished being the "INFORMATION"). As used herein, the term "INFORMATION" is to be broadly defined and includes, but is not limited to, (a) presentations, ideas, trade secrets, processes, systems, techniques, formulas, source and object code, data, programs, know-how, flowcharts, methods, compounds, diagrams, drawings, models, specifications, improvements, discoveries, developments, designs, and other works of authorship, whether patented or registered for trademark or copyright protections, if any, (b) information regarding marketing, sales, licensing, accounting, product development, competitive analyses, unpublished financial statements, budgets, forecasts, prices, costs, business plans, research and development plans, students, student marketing, research and any other confidential student, supplier, or employee information, and (c) any other information of the type which the DISTRICT has a legal obligation to keep confidential or which the DISTRICT treats as confidential or proprietary, whether or not owned or developed by the DISTRICT. As a material condition to VENDOR providing the WORK, VENDOR acknowledges a continuing responsibility with respect to the Information and agrees:

(i) that the INFORMATION is, shall be, and shall remain the exclusive property of the DISTRICT and VENDOR shall neither have nor acquire any right title, or interest therein;

(ii) to keep all INFORMATION confidential and not to copy, publish, transmit, or disclose to others or allow any other party to copy, publish, transmit, or disclose to others any INFORMATION, except in accordance with VENDOR's responsibilities to the DISTRICT pursuant to this AGREEMENT and in furtherance of the interests of the DISTRICT; and,

(iii) to use the INFORMATION exclusively for the purpose of providing the WORK under this AGREEMENT.

(b) During the time that this AGREEMENT remains in effect and at all times thereafter, VENDOR agrees to keep the INFORMATION confidential and not to copy, publish, transmit, or disclose to others or allow any other party to copy, publish, transmit, or disclose to others, any INFORMATION without the DISTRICT'S prior written approval.

(c) Upon termination of this AGREEMENT, VENDOR shall return to the DISTRICT any and all INFORMATION, Third Party INFORMATION (as defined below), and any other materials, notes and copies relating to the DISTRICT and/or any assignments ("DISTRICT Materials") in VENDOR's possession or under VENDOR's control and shall not subsequently use the INFORMATION, Third Party INFORMATION or DISTRICT Materials in any manner, whether adverse to the DISTRICT or otherwise.

(d) The foregoing confidentiality obligations of VENDOR shall not apply to any INFORMATION that (a) is a matter of public knowledge (from a source or sources other than VENDOR), (b) is independently developed by a person not a party to this AGREEMENT without the use, directly or indirectly, of INFORMATION, or (c) is required by law or the order of any court or governmental agency, or in any litigation or similar proceeding to be disclosed, provided that VENDOR shall, prior to making any such required disclosure, notify the DISTRICT in sufficient time to permit the DISTRICT to seek an appropriate protective order.

11.2. Third Party INFORMATION. VENDOR understands that the DISTRICT has received and in the future will receive from third parties confidential or proprietary information ("Third Party INFORMATION") subject to a duty of the DISTRICT to hold such information in confidence and to use it only for the limited, authorized purpose of performing its obligations to its students or employees. Both during and after the term of this AGREEMENT, VENDOR will hold all Third Party INFORMATION in the strictest confidence and will not disclose or use it, except as required by the WORK for the DISTRICT or expressly authorized in writing by an authorized officer of the DISTRICT. VENDOR represents that performance of this AGREEMENT shall not, does not, and will not breach any other agreement to which VENDOR prior to the commencement of this

AGREEMENT. VENDOR further represents that VENDOR has not entered into, and agrees not to enter into, any agreement, either oral or written, in conflict herewith.

11.3 Breach of Confidentiality. Both parties agree that in the event of a breach, threatened breach, violation, or evasion of the terms of this Article 11, immediate and irreparable injury shall occur to the injured party, that such injury shall be impossible to measure or remedy in monetary damages, and the DISTRICT shall be authorized to seek recourse to all equitable remedies, including injunctive relief or specific performance, provided however that such remedies shall not be exclusive of other legal or equitable remedies otherwise available under this AGREEMENT and/or at law.

11.4. Return of Information. Upon termination of this AGREEMENT or upon request by the DISTRICT, VENDOR will promptly deliver to the DISTRICT all drawings, notes, memoranda, presentations, brochures, specifications, programs, reports, and other documents and manifestations, with all copies and any other materials containing or disclosing any Third Party INFORMATION, INFORMATION or any other materials related to the DISTRICT, whether prepared by VENDOR or another party. VENDOR agrees not to retain any written or other tangible material containing any material concerning or disclosing any Third Party INFORMATION or INFORMATION of the DISTRICT and to maintain the confidentiality of this INFORMATION and materials in the future.

11.5 Duration of Obligation. The obligations of the PARTIES pursuant to this article shall extend indefinitely beyond the AGREEMENT PERIOD.

ARTICLE 12 FINANCIAL STATUS, RECORDS, AND NOTICE

12.1 Financial Solvency. By signing the AGREEMENT, VENDOR affirms financial stability and continued solvency. At the request of the DISTRICT, VENDOR will provide written evidence of its financial stability and solvency.

12.2 Financial Misrepresentation in Response to Request for Proposal. – Omitted.

12.3 Accounting Records and Auditing. VENDOR shall keep accurate and complete accounting records concerning performance of the AGREEMENT in accordance with generally recognized accounting principles and practices consistently applied. Any DISTRICT that is a party to this agreement shall have the right at any reasonable time to examine, audit, and reproduce the records. If such records are not kept and maintained within a radius of 75 miles from DISTRICT'S main offices, VENDOR shall, upon request of DISTRICT, and at no cost to DISTRICT, make such records available to DISTRICT for inspection at a location within said 75 mile radius. Such records shall be available for five (5) years after the latest of:

- delivery of the WORK;
- termination of the AGREEMENT; or

resolution of any pending issues between DISTRICT and VENDOR with respect to the AGREEMENT.

VENDOR agrees to allow interviews of any of its employees who might reasonably have information related to such records and to otherwise assist DISTRICT in its auditing procedures at no cost to DISTRICT. The provisions of this section shall be specifically enforceable.

12.4 Hazardous Materials Records. – Omitted.

12.5 Return Documents. If VENDOR has accepted any forms or other writings on DISTRICT'S behalf, those forms and writings shall be returned to DISTRICT at the end of the AGREEMENT PERIOD or upon earlier termination of the AGREEMENT, at no cost to DISTRICT.

12.6 Evaluation. In accordance with procedures established by DISTRICT, VENDOR'S performance under the AGREEMENT will be evaluated. The evaluation shall include quality and adequacy of performance and whether performance is timely. Evaluation records shall be kept by DISTRICT and may be used in future selection of contractors.

12.7 NOTICE. PARTIES shall provide notice ("NOTICE") to each other in the form of a writing sent by certified mail with return receipt requested or by overnight courier or delivery service with signature required, to the notice contact specified in Exhibit I Notice Contacts. NOTICE will be deemed given on the date of receipt by the designated recipient.

ARTICLE 13: MODIFICATION OF AGREEMENT

13.1 AUTHORIZED AGENTS. Each PARTY shall specify at least one agent with authority to modify the AGREEMENT ("AUTHORIZED AGENT") in Exhibit H Authorized Agents.

13.2 Modifications. No modification, including but not limited to amendments, limitations, waivers, change orders, and supplements, shall bind either PARTY unless it is in writing and signed by the AUTHORIZED AGENTS of both PARTIES. The PARTIES expressly recognize that DISTRICT personnel who are not AUTHORIZED AGENTS cannot order or approve additions, deletions, or revisions in the WORK ("CHANGES"). Failure of VENDOR to secure proper authorization for CHANGES shall constitute a waiver of any and all right to adjustment in payment or delivery timetable due to such unauthorized CHANGES, and VENDOR thereafter shall be entitled to no compensation or reimbursements whatsoever for the performance of such CHANGES.

13.3 Change Order Requests. Omitted.

13.4 Change Order Record Keeping. Omitted.

13.5 Renewal. Upon the mutual agreement of PARTIES, this AGREEMENT may be renewed. Renewal of the AGREEMENT shall be authorized in writing by AUTHORIZED AGENTS of both PARTIES. Renewals shall include all terms of the AGREEMENT unless expressly modified in the renewal contract.

13.6 Provision of Reports. Notwithstanding any other provision in the AGREEMENT, VENDOR shall deliver any report requested by DISTRICT during the AGREEMENT PERIOD that VENDOR agrees, either orally or in writing, to provide. Failure by VENDOR to submit the report within the time frame agreed upon by both PARTIES will be considered a breach of the AGREEMENT. VENDOR shall provide DISTRICT with status reports, at no cost to DISTRICT, upon NOTICE of a request by DISTRICT.

13.7 Assignment. VENDOR may neither assign the AGREEMENT, in whole or in part, nor any money payable under the AGREEMENT without DISTRICT'S prior written consent. Any such assignment without DISTRICT'S prior written consent shall be null, void, and of no force and effect whatsoever. DISTRICT reserves the right to assign the AGREEMENT to an affiliate of or contractor of DISTRICT with the prior written consent of VENDOR which shall not be unreasonably withheld, provided that at any time after VENDOR has been paid in full for work then provided, DISTRICT may, without the consent of VENDOR, assign the AGREEMENT to an affiliate or a contractor of DISTRICT upon NOTICE to VENDOR.

ARTICLE 14: TERMINATION

14.1 Termination for Cause. DISTRICT may terminate performance under the AGREEMENT, in whole or in part, should VENDOR commit a material breach. If DISTRICT elects to terminate the AGREEMENT for cause, DISTRICT shall provide NOTICE to VENDOR of its breach and of the extent to which performance shall be terminated. VENDOR shall immediately upon receipt of said NOTICE cease performance per the terms of the NOTICE and mitigate damages.

14.2 Payment Obligations. If DISTRICT terminates for cause VENDOR'S right to perform, VENDOR shall not be entitled to receive any further payments under the AGREEMENT, except that, in the case of a partial termination of VENDOR'S right to perform, DISTRICT shall pay VENDOR, pursuant to the terms of Exhibit B Payment Schedule, for that portion of WORK which is not terminated or which has been satisfactorily performed.

14.3 Suspension of Performance. DISTRICT may suspend, delay, or interrupt performance, in whole or in part, for such periods of time as DISTRICT may determine in its sole discretion. VENDOR shall immediately upon receipt of NOTICE of such decision cease performance per the terms of the NOTICE and mitigate damages. Suspension, delay, or interruption of WORK shall be treated as an EXCUSABLE DELAY EVENT.

14.4 Termination for Convenience. DISTRICT may terminate performance of the AGREEMENT, in whole or in part, for convenience upon its determination that such termination is in DISTRICT'S best interests. VENDOR shall immediately upon receipt of NOTICE of such decision cease performance per the terms of the NOTICE and mitigate damages. For portions of performance that are terminated, VENDOR shall be entitled to be paid for WORK satisfactorily performed to the termination date and for reasonable costs associated with the termination, but may recover no other cost, damage, or expense.

14.5 Termination for Illegality. DISTRICT may terminate performance of the AGREEMENT in whole or in part for illegality immediately upon its determination that an activity or operation supported by the AGREEMENT is no longer lawful for reasons including but not limited to court decision, legislative action, administrative decision, or advice of counsel. Upon receipt of NOTICE of termination or reduction based on a finding of illegality, VENDOR shall immediately cease performance of such activity and mitigate damages. VENDOR shall be entitled to be paid for WORK satisfactorily performed to the termination date and for reasonable costs associated with the termination, but may recover no other cost, loss, damage, or expense.

ARTICLE 15: DISPUTE RESOLUTION

15.1 Mediation. If a dispute arises under this AGREEMENT, the parties agree to first attempt in good faith to resolve the dispute with a mutually agreed-upon mediator in Alameda County, California. A party may initiate mediation by sending the other party a written demand for mediation, which demand shall describe with specificity the nature of the dispute. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the parties are unable to arrive at a mutually satisfactory solution through mediation, or if a mediator has not been chosen and a date set for mediation, within sixty (60) calendar days from the date of the demand for mediation, then the parties hereby agree to submit the dispute to a mutually agreed-upon arbitrator in Alameda County, California, pursuant to the terms of Section 15.2, below.

15.2 Arbitrations. Any action to enforce or interpret this AGREEMENT, or to resolve disputes with respect to this AGREEMENT (other than claims for preliminary injunctive relief or other pre-judgment or equitable remedies), shall be settled by binding arbitration in Alameda County, California, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, if a mutually satisfactory resolution cannot be reached in mediation or if sufficient steps towards mediation have not been taken pursuant to Section 15.1, above. Arbitration shall be the exclusive dispute resolution process for all claims other than for preliminary injunctive relief or other pre-judgment or equitable remedies. Any party may commence arbitration by sending a written demand for arbitration to the other party and to the American

Arbitration Association. Such demand shall set forth the nature of the matter to be resolved by arbitration.

A request for arbitration must be submitted within the same limitation periods that would be applicable in court and must be in writing. If either party fails to submit and serve a written request for arbitration within the applicable statute of limitations, that party agrees that it will have waived any right to raise said claim, in any forum, regarding the dispute. The arbitrator shall be one that is mutually agreeable to both parties. Both parties shall have the right to conduct normal civil discovery, including the taking of depositions, prior to the arbitration hearing, and specifically agree that the provisions of Section 1283.05 of the California Code of Civil Procedure are incorporated into and made applicable to any arbitration, *provided however* that the arbitrator will retain his or her statutory discretion under that section to limit the number, and scope of, the depositions. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute.

The arbitrator shall be empowered to award either party any remedy at law or in equity that the prevailing party would otherwise have been entitled to had the matter been litigated in court, including, but not limited to, injunctive relief or specific performance; provided however that the authority to award any remedy is subject to whatever limitations, if any, that exist in the applicable law on such remedies. The arbitrator shall issue a decision or award in writing, stating the essential findings of fact and conclusions of law. The arbitrator shall have no jurisdiction to issue any award contrary to or inconsistent with the law. Following the evidentiary portion of an arbitration hearing, both parties shall have the right to prepare and file with the arbitrator a post-hearing brief not to exceed twenty-five (25) pages in length. Any such brief shall be served on the arbitrator and the other party within thirty (30) days of the close of the evidentiary portion of the hearing, unless the parties agree to some other time period. Should any part of this arbitration provision be declared by a court of competent jurisdiction to be invalid, unlawful or otherwise unenforceable, the remaining part shall not be affected thereby and the parties shall arbitrate their dispute without reference to or reliance upon the invalid, unlawful or unenforceable part of the AGREEMENT.

The parties shall share equally all initial costs of arbitration. However, the prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration and in association with the enforcement of said judgment. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.

15.3 Tort Claims Act. No provision of the AGREEMENT shall alter the requirements of the Tort Claims Act, California Government Code Section 810 et seq.

15.4 Forum Selection. The exclusive venue for all litigation arising from or relating to the AGREEMENT shall be in Alameda County, California.

15.5 Cumulative Remedies. The remedies provided in the AGREEMENT are cumulative. A PARTY who exercises a right or remedy will not be precluded from asserting any other right or from seeking any other remedies available to that party.

15.6 No Special Damages. Notwithstanding any other provision, in no event shall DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to lost profits or revenue, arising out of or in connection with the AGREEMENT.

15.7 Reserve Right to Offset. DISTRICT reserves the right to offset the reasonable cost of all damages caused to DISTRICT against any outstanding invoices or amounts owed to VENDOR.

15.8 Statutes of Limitation. As between the PARTIES to the AGREEMENT, any applicable statute of limitations for any act or failure to act shall commence to run on the date of DISTRICT'S issuance of the final certificate for payment, or termination of the AGREEMENT, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

15.9 Course of Dispute. Unless the DISTRICT gives NOTICE to stop work or of its intent to terminate this AGREEMENT, nothing in the AGREEMENT shall allow VENDOR to discontinue the WORK during the course of any dispute, and VENDOR'S failure to continue the WORK during any and all disputes shall be considered a material breach of the AGREEMENT.

ARTICLE 16: INTERPRETATION

16.1 Integration. It is mutually understood and agreed that this AGREEMENT, the Exhibits, and any documents, provisions of law or District policies attached or referenced to herein are incorporated herein by this reference and together serve as the final, complete, and exclusive agreement of the PARTIES, setting out the entire intention of the PARTIES. Any and all prior agreements or representations are superseded hereby. No evidence of alleged prior dealings, usage of trade, or course of dealing or of performance not specifically and in terms set out herein shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this writing, or to engraft thereon any stipulation or obligation different from, or inconsistent with, law or with the express provisions hereof. No oral evidence of allegedly consistent additional terms be admissible without a specific preliminary finding by the court or arbitrator that this contract is ambiguous and in what respect. All oral contracts and representations have been reduced to writing and are included in the AGREEMENT.

16.2 Defined Terms. Each term that is defined in the AGREEMENT shall have the same meaning throughout the AGREEMENT.

16.3 Governing Law. The AGREEMENT shall be deemed to have been executed in the City of Oakland, Alameda County, California. Enforcement of the AGREEMENT, including arbitration, shall be governed by, and construed and enforced in accordance with, the local, state, and federal laws in effect in the City of Oakland, Alameda County, California, including but not limited to California Government Code Section 818, but excluding California's conflict of laws principles that would cause the application of laws of any other jurisdiction.

16.4 Severability. Should any provision, or part thereof, of the AGREEMENT be determined at any time to be unenforceable or in contravention of law, then the remaining provisions, and the remainder of such provision, shall be enforceable to the fullest extent permitted by law and construed to give effect to the intent of the AGREEMENT to the fullest extent possible.

16.5 Titles of Provisions. The titles given to the articles, sections, and subsections of the AGREEMENT are for ease of reference only and shall not be used in the construction or interpretation of the AGREEMENT or relied upon or cited for any other purpose.

16.6 No Third-Party Beneficiaries. Except as expressly provided, nothing in the AGREEMENT shall operate to confer rights or benefits on persons or entities that are not a party to the AGREEMENT.

16.7 Time Is of the Essence. For all performance under the AGREEMENT, time is of the essence.

16.8 VENDOR Is Independent of DISTRICT. VENDOR and its officers, agents, and employees are not to be considered agents or employees of the DISTRICT; are not entitled to participate in any pension, insurance, bonus, or similar benefits the DISTRICT provides their employees; and shall not sign contracts on behalf of or otherwise bind the DISTRICTS.

16.9 Sovereign Immunity Reserved. Nothing herein shall be construed to waive or limit the DISTRICT'S sovereign immunity or any other immunity from suit provided by law.

16.10 No Waiver of Performance. The failure of DISTRICT to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of the AGREEMENT, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right as to further performance. No waiver, properly authorized and in writing, of any breach of any provision shall be construed as a waiver of any continuing or succeeding breach of such provision, a

ARTICLE 17 EXECUTED

17.1 Authority. Signing of the AGREEMENT has been done in compliance with Board approval as outlined in the Board Policy for the DISTRICT. An AUTHORIZED AGENT for each PARTY shall sign.

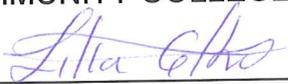
17.2 Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the one and the same instrument.

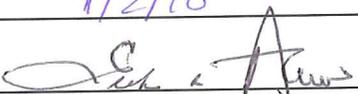
The PARTIES have caused the AGREEMENT to be executed effective as of the EFFECTIVE DATE.

VENDOR ACCEPTS AND AGREES:

Signature: _____
Print Name: Jack Burns
Title: Chief Financial Officer
Date: _____

PERALTA COMMUNITY COLLEGE DISTRICT ACCEPTS AND AGREES:

Signature: 
Print Name: Lilia Celhay
Title: Community Partnerships & Workforce Development Director,
Gateway to College
Date: 4/2/10

Signature: 
Print Name: Elihu Harris
Title: Chancellor
Date: 4/2/10

APPROVED AS TO LEGAL FORM:

Signature: 
Print Name: Thuy Thi Nguyen 
Title: General Counsel, Peralta Community College District
Date: 3/20/2010

waiver or modification of the provision itself, or a waiver or modification of any right under the AGREEMENT, unless the waiver so states.

16.11 Independent Contractor Contract. When the terms of Exhibit J Independent Contractor / Consultant Services Contract, if any, conflict with any other provision of the AGREEMENT, this AGREEMENT controls.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

ARTICLE 17 EXECUTED

17.1 Authority. Signing of the AGREEMENT has been done in compliance with Board approval as outlined in the Board Policy for the DISTRICT. An AUTHORIZED AGENT for each PARTY shall sign.

17.2 Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the one and the same instrument.

The PARTIES have caused the AGREEMENT to be executed effective as of the EFFECTIVE DATE.

VENDOR ACCEPTS AND AGREES:

Signature: [Handwritten Signature]
Print Name: JACK GURUS/NADYA K. SHIMAVONIAN
Title: Chief Financial Officer PRESIDENT
Date: [Blank]

PERALTA COMMUNITY COLLEGE DISTRICT ACCEPTS AND AGREES:

Signature: [Handwritten Signature]
Print Name: Lilia Celhay
Title: Community Partnerships & Workforce Development Director, Gateway to College
Date: 4/2/10

Signature: [Handwritten Signature]
Print Name: Elihu Harris
Title: Chancellor
Date: 4/2/10

APPROVED AS TO LEGAL FORM:

Signature: [Handwritten Signature]
Print Name: Thuy Thi Nguyen E.A. Boudin
Title: General Counsel, Peralta Community College District
Date: 2/20/2010

EXHIBIT A: SCOPE OF SERVICES / DELIVERABLES

Career Advancement Academies Third Year Evaluation Proposal Public/Private Ventures (P/PV) October 1, 2009 to November 5, 2010

Since March 2008, P/PV has been conducting a formative evaluation of the Career Advancement Academies (CAA). In conducting the past two evaluations, we have visited nearly all of the colleges in each of the three regions, interviewing staff, faculty, students and partners involved with the Career Advancement Academies. In the first phase of the evaluation, we mapped the efforts of each college visited to create a typology of CAA strategies and implementation progress across the three regions. We also worked with Cal-Pass to analyze and report on an initial set of quantitative data regarding CAA efforts from all 24 colleges receiving CAA funding. We reported preliminary quantitative and qualitative findings to the directors during a cross-site meeting and submitted individual reports to each regional director. In the second year of the evaluation we visited those colleges we did not have a chance to visit in the first year, and made second visits to selected colleges. After each site visit we wrote a memo detailing our findings for an audience internal to the CAA initiative, including Career Ladders Project (CLP) staff, regional directors and CAA staff. We also worked with regional directors and CLP to develop and conduct learning events for each region.

The CAAs had been given a great deal of flexibility to implement their own programs in a way that best served the needs of their population and fit with their college. This resulted in a number of unique programs. In order to better define and evaluate CAAs we used our research findings to develop a set of five elements that we believe could guide the successful implementation of CAA. Many of the Career Advancement Academies have already implemented these elements, and in the final year of our evaluation we will narrow our focus to those colleges where these elements are most developed in order to learn more about the implementation of the elements, what works well, and what presents challenges for colleges. Because this is the final year of funding for CAA we will explore the ways in which Career Advancement Academies are positioning themselves to be sustainable beyond the current initiative.

Qualitative Analysis

In this year's evaluation, we will conduct intensive site studies of at least two campuses in each region. We will spend approximately two days on each campus and focus on the following common elements of Career Advancement Academies:

- 1. *Building an Intentional Transition Strategy Aligned with a Career***
 - How do colleges select industries?
 - Are colleges responsive to changing demand? Do colleges regularly monitor shifts in demand for employees in the selected industry/industries?



- Outline the steps in the CAA path, i.e. where students are recruited, intake/assessment, any pre-term coursework, basic skills and occupational courses, certification, next steps.
- What is the intended career/education path for graduates? Is there more than one “next step?”
- How is the CAA pathway articulated to prospective students?
- How is the initiative positioned on campus? Is it linked to other programs (both on-campus and off)?

2. ***Targeting a Specific Disadvantaged Population***

- Does the college have specific criteria for their target population? What are the criteria?
- Do colleges try to match the target population to the career pathway? If so, how do they do this? And how successful are they in making appropriate matches?
- Where/how does the college recruit students? To what extent is the population drawn from the college population?
- Does the college partner with any other organizations in order to recruit students?
- What skills, interests and abilities are necessary to succeed in the program?
- What is the intake process?
- What percentage of students persists in college?

3. ***Providing Services to a Cohort of the Population***

- Are students organized in a cohort?
- How many classes do students take together? How many apart?
- Does faculty work together in planning coursework for the cohort? Does faculty have institutional support to do this work?

4. ***Providing Support Services so that Students Can Succeed***

- What services do students get?
- What sort of counseling do students get? Do counselors attend classes or otherwise meet with students regularly?
- Does the college partner with any outside agencies that provide support services?
- Do students know which services they’re eligible for? Are services provided consistently?

5. ***Contextualizing Basic Skills Curriculum***

- Who teaches contextualized courses? Basic skills faculty? CTE faculty?
- Is there basic skills development for students who need it?
- Are basic skills and occupational classes linked? How so?
- How is curriculum developed? Is it used?

Our visits will also focus on how CAA programs are positioned to continue beyond the final year of the current initiative.

Quantitative Analysis

In the third year of this evaluation P/PV will continue to work with Cal-PASS and/or the Chancellor's office to develop reports based on aggregate data in order to allow CAA stakeholders to monitor the progress of the initiative. This quantitative analysis is contingent upon access to the needed data either via Cal-PASS and/or the Chancellor's office.

In last year's evaluation we included summaries of the data for each college in the memos describing our findings from site visits whenever possible. In the third year of the evaluation, we will include more substantive analysis of the data in each site study, to the extent that it is possible given the timing of the availability of data. Where appropriate we will use data to supplement our qualitative findings in our analysis of the common elements (e.g. using demographic data in examining the CAA's targeting a specific disadvantaged population).

As the CAA initiative progresses into its third year, and more sites have programs that have been up and running for several academic years, we will be able to analyze data on a larger number of students and monitor outcomes such as completion, persistence and course success rates over a longer time frame. We will also be able to determine whether the data collected from cohorts that entered CAA in subsequent semesters differs from the initial cohorts, as many programs were very much in transition in their first semester.

Deliverables

P/PV will write an intensive site study for each campus we visit during the third year evaluation. The site studies will be aimed at an audience internal to the initiative (i.e. regional directors and staff and CLP) and will provide an analysis of how each of the common elements are implemented at each site, as well as those challenges that remain. The site studies will also form the basis of a final report, that will be completed by October 31, 2010 (in order to include spring 2010 data), that will synthesize our findings from the site studies across the three regions. As in years one and two, we will also communicate the results of the evaluation in a customized learning event for each region.

Addendum

Site studies based on our findings from the site visits to the East Bay will be completed by the end of June 2010.

EXHIBIT B: PRICING AND PAYMENT SCHEDULE

As full compensation for all WORK contemplated by the AGREEMENT, VENDOR shall be entitled to payment in the amount of \$62,425 due and payable as follows:

- a. \$20,000 upon signing the Contract.
- b. \$20,000 six months after the beginning of the Contract term (April 1, 2010).
- c. \$22,425 upon submission of final report and completion of all deliverables.

The District shall not be required to make the payments set forth above until its receipt of an accurate invoice, following the occurrence of the related milestone, for said amounts.

EXHIBIT C: FIRM PROFILE

Please check all categories that apply to **VENDOR**:

- Small Local Business Enterprise* is an independently owned and operated for-profit concern that performs a commercially useful function. The business is located at a fixed, established commercial address located in DISTRICT'S market area (Alameda County), in the city of _____, that constitutes the business location at which work of an administrative, clerical, professional, or productive nature is performed relative to its contracts, and not a temporary or movable office, a post office box, or a telephone answering service. If the business has an office outside of DISTRICT'S market area as well as an office within the market area, the office within DISTRICT'S market area is staffed on a full time, permanent basis with someone in the employ of the business. If requested, businesses with an office outside of DISTRICT'S market area must provide proof of one or more past contracts (such as contracts to perform work, to rent space or equipment, or for other business services) citing the business address that evidences the applicant's address in DISTRICT'S market area at least one (1) year prior to the date of contract award. The one-year requirement does not apply to businesses whose sole establishment is located within DISTRICT'S market area. It is a small business whose gross annual revenue for the past three consecutive years has not exceeded 8.5 million dollars for a construction firm, three million dollars for an architecture, engineering, or professional services firm, or six million dollars for all other firms.

- Small Emerging Local Business Enterprise* is a small local business enterprise whose gross annual revenue for the past three consecutive years has not exceeded 1.5 million dollars.

The District is identifying vendor ownership as follows:

	Asian-American (Chinese, Japanese, Korean, Vietnamese)	Black or African- American	Hawaiian	Latino (other than Mexican or Mexican- American)	Mexican or Mexican- American	Native – American	Pacific Islander, other Asian	White	Disabled	Veteran	Women	Subcontractor	Employee	Apprentice
Total #														
% of assets														

The District is identifying vendor workforce as follows:

	Asian-American (Chinese, Japanese, Korean, Vietnamese)	Black or African-American	Filipino	Latino (other than Mexican or Mexican-American)	Mexican or Mexican-American	Native – American	Pacific Islander, other Asian	White	Disabled	Veteran	Women	Subcontractor	Employee	Apprentice
Total #														
% of assets														

Please attach any certification of firm profile.

EXHIBIT D: REQUEST FOR PROPOSAL (R.F.P.) – Omitted.

EXHIBIT E: RESPONSE TO REQUEST FOR PROPOSAL (R.F.P.) – Omitted.

EXHIBIT F: LIQUIDATED DAMAGES RATES AND CAPS – Omitted.

EXHIBIT G: REQUIRED INSURANCE COVERAGE FROM VENDOR

		Limits		
		Contracts of \$150 K or less	Contracts between \$150 K & \$1 MM	Contracts of \$1 MM or more
a	Workers' Compensation ¹ (W.C.)	Statutory	Statutory	Statutory
b	Employer's Liability ² (E.L.)	Each accident	\$ 1 MM	\$ { } \$ { }
		Disease policy limit	\$	\$ { } \$ { }
		Disease each employee	\$	\$ { } \$ { }
c	Commercial General Liability ³ (C.G.L.)	General aggregate	\$1MM	\$ { } \$ { }
		Personal / advertising injury	\$	\$ { } \$ { }
		Each occurrence	\$500K	\$ { } \$ { }
		Fire damage (any one fire)	\$	\$ { } \$ { }
		Medical expense (any one person)	\$	\$ { } \$ { }
d	Products / Completed Operations Aggregate	\$	\$ { } \$ { }	
e	Business Automobile Liability ⁴ (A.L.)	Bodily injury (per person)	\$	\$ { } \$ { }
		Bodily injury (per accident)	\$	\$ { } \$ { }
		Property damage	\$	\$ { } \$ { }
		Or combined single limit	\$100K	\$ { } \$ { }
f	Professional Liability (Errors and Omissions)	\$	\$ { } \$ { }	
g	Excess Umbrella Liability ⁵	N/A	\$ { } \$ { }	

K = one thousand (1,000) MM = one million (1,000,000)

¹ Coverage shall include U.S.L.&H., Jones Act, Outer Continental Shelf Land Act, if applicable. Coverage shall include all partners, proprietors, and executive officers. Coverage shall include California state coverage.

² Coverage shall include all partners, proprietors, and executive officers.

³ Policy shall be endorsed to provide that aggregate limits apply on a per project basis. Coverage shall include: broad form property damage, independent contractor's liability, and coverage for hazards commonly referred to as X.C.U. Coverage will apply to VENDOR'S indemnity obligations to the extent the obligation arises from an otherwise insured event.

⁴ Coverage shall include all owned, non-owned, and hired vehicles.

⁵ In excess of W.C., C.G.L., and A.L.

EXHIBIT H: AUTHORIZED AGENTS

PERALTA COMMUNITY COLLEGE DISTRICT'S AUTHORIZED AGENTS

Name Elihu Harris
Title Chancellor
Address 333 E. 8th Street
Oakland, CA 94606

Telephone (510) 466-7202
Facsimile (510) 268-0604

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

VENDOR'S AUTHORIZED AGENTS

Name Jack Burns
Title Chief Financial Officer
Address 2000 Market Street, Ste. 600
Philadelphia, PA 19103

Telephone (215) 557-4400
Facsimile (215) 557-4469

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

EXHIBIT I: NOTICE CONTACTS

PERALTA CCD 'S NOTICE CONTACT

Name Elihu Harris
Title Chancellor
Address 333 East 8th Street
Oakland, CA 94606

Telephone (510) 466-7202

Facsimile (510) 268-0604

VENDOR'S NOTICE CONTACT

Name Jack Burns
Title Chief Financial Officer
Address 2000 Market St., Ste. 600
Philadelphia, PA 19103

Telephone (215) 557-4400

Facsimile (215) 557-4469

EXHIBIT J: INDEP. CONTRACTOR / CONSULTANT SERVICES CONTRACT

