

USC ROSSIER SCHOOL OF EDUCATION
SERVICES AGREEMENT WITH COMPTON COLLEGE

This Services Agreement (“Agreement”), dated as of this the 3rd of May 2019, is made by and between the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit corporation on behalf of its Rossier School of Education (“University” or “USC”) and COMPTON COLLEGE, (collectively, “parties” and individually “party”) with the intent to have the Center for Urban Education to provide professional services for Compton College.

1. PROGRAM TERM and ARRANGEMENTS.

The Center for Urban Education (CUE) will provide technical assistance on faculty hiring practices with an equity focus to Compton College. Compton College has requested that CUE conduct a comprehensive review of its current system of faculty and staff hiring and support efforts to develop new practices to diversify the faculty.

2. PAYMENT

The total cost is \$60,000.00, paid to the Center for Urban Education, University of Southern California. The first payment of \$30,000 should be sent on execution of the contract and the final payment of \$30,000 is expected within 30 days of the completion of the project. The total includes all workshop facilitation, materials, time and effort, and content. Compton College is responsible for paying for travel of CUE team members related to on campus visits and meetings.

An increased number of participants, feedback memos, interviews, or documents to review will be an additional cost.

3. RESPONSIBILITIES OF USC. A detailed scope of work is attached, outlining the responsibilities of USC Center for Urban Education.

4. INTELLECTUAL PROPERTY. USC retains exclusive ownership and sole control over all its pre-existing materials. Further, USC shall have exclusive ownership of all right, title and interest in and sole control over any and all course materials, websites, program materials, data, systems, syllabi, know-how and the like, (collectively “Materials”) in any form generated, discovered, identified or created pursuant to this Agreement.

5. INDEMNIFICATION. UNIVERSITY shall indemnify, defend and hold harmless COMPTON COLLEGE, its parent, subsidiary and affiliated corporations and their respective officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of reasonable attorneys’ fees and expenses actually incurred whether or not litigation be commenced) arising solely out of its or its agents gross negligence or willful misconduct in the course of rendering the services provided for herein, except for any loss, damage or expense arising from the negligence or willful misconduct of any Indemnitee.

COMPTON COLLEGE shall indemnify and hold harmless (and at UNIVERSITY’s request, defend) UNIVERSITY and their officers, directors, trustees, employees or agents from any and all claims, losses, damages, liability, costs, expenses, judgments, or obligations, actions

or causes of action, (including the payment of reasonable attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage to any person or property resulting from the performance or failure to perform obligations hereunder by COMPTON COLLEGE, its parent, subsidiary and affiliated corporations and their respective officers, directors, employees or agents.

6. CONFIDENTIALITY.

A. Definitions and Obligations. In addition to the Materials, during the Term, the parties may disclose to each other, orally or in writing, or a party may otherwise obtain, through observation or otherwise, Confidential Information (as defined below). During the Term and for a period of five (5) years thereafter, each party shall: (i) keep all Confidential Information confidential; (ii) restrict the use of Confidential Information to the intended purpose of this Agreement; and (iii) limit dissemination of Confidential Information within its own organization to only those individuals who require disclosure for performance of their duties and who clearly understand the requirements of this Section. "Confidential Information" shall mean all proprietary information concerning the parties unless specifically identified as "non-confidential," including, but not limited to, all of the parties' confidential or proprietary information, trade secrets, data, know-how, formulas, designs, drawings, photographs, documentation, forms of software or electronic media, equipment, processes, ideas, methods, concepts, facilities, construction plans and specifications, research, development, and business and financial information. The parties expressly agree that each party shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual without the necessity of posting a bond, and shall be entitled to its reasonable attorneys' fees and costs as a prevailing party. The foregoing shall be in addition and without prejudice to such rights that such party may have at law or equity.

B. Exclusions. The receiving party shall have no obligation of confidentiality and non-use with respect to any portion of Confidential Information which (i) is or later becomes generally available to the public by use, publication or the like, through no act or omission of the receiving party, (ii) is obtained from a third party who had the legal right to disclose the information to the receiving party or (iii) the receiving party already possesses as evidenced by the receiving party's written records predating receipt thereof from the disclosing party. In the event the receiving party becomes legally compelled to disclose any Confidential Information, it shall immediately provide the disclosing party with notice thereof prior to any disclosure, use its best efforts to minimize the disclosure of any Confidential Information and shall cooperate with the disclosing party should the disclosing party seek to obtain a protective order or other appropriate remedy.

C. Return of Confidential Information. The receiving party must return all Confidential Information in tangible form, including, but not limited to, all copies, translations, interpretations and adaptations thereof, immediately upon request by the disclosing party.

7. TERMINATION AND AMENDMENT. This Agreement may be terminated without cause upon thirty (30) days written notice by either party. In the event that either party fails to

perform any of the terms, provisions, conditions or covenants contained herein, the Agreement may be terminated with cause upon thirty (30) days' prior written notice to the breaching party subject to a reasonable opportunity to cure such breach. This Agreement may not be modified except by a writing signed by all the parties.

8. MISCELLANEOUS.

- A. Assignment. Neither of the parties shall assign its respective rights or obligations pursuant to this Agreement without the express written consent of the other party.
- B. Entire Agreement. This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to subject matter of this Agreement not expressly set forth herein are of no force or effect.
- C. Jurisdiction and Venue. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State, and shall be resolved by a court of competent jurisdiction located in the County of Los Angeles in the State of California. The parties expressly agree hereby to submit to the jurisdiction of such court(s), and waive any objection they might otherwise have to such jurisdiction and/or venue.
- D. Counterparts. This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.
- E. Severability. The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.
- F. Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any acts of God, fire, natural disaster, act of government, strikes or labor disputes, inability to provide materials, power or supplies, or any other act or condition beyond the reasonable control of any of the parties.
- G. Notice. Any written notice given under this Agreement shall be sent, postage prepaid, by certified mail, return receipt requested, to the person and at the address specified below the signature block hereof and shall be effective upon receipt.
- H. Limitation of Liability. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

I. Use of Names and Marks. Neither party shall have the right to use the name(s), trademarks, logos or other marks of the other without the express written permission of the owning party in each instance and in its ultimate discretion.

J. No Agency. It is expressly understood that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between parties and their employees, or agents, but rather is an agreement by and among independent contractors. Neither party shall be responsible for the obligations of the other nor have the authority to act on behalf or bind the other party.

K. No Warranties. The professional services and research support of the University and Center for Urban Education contemplated herein are offered AS IS without warranty or guarantee of any kind. University expressly disclaims any implied warranties of any kind including without limitation the warranties of merchantability, fitness for a particular purpose and non-infringement.

I. BY EXECUTING THIS AGREEMENT, UNIVERSITY AND COMPTON COLLEGE ACKNOWLEDGE THAT EACH HAS REVIEWED THE TERMS AND CONDITIONS SET FORTH THEREIN AND AGREES TO BE LEGALLY BOUND BY THEM.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first set forth above.

COMPTON COLLEGE

UNIVERSITY OF SOUTHERN CALIFORNIA

By: _____

By: _____

Name:

Name: Michael Quick

Title:

Title: Executive Vice Provost

Address for Notice: _

Address for Notice:

Scope of Work

Compton College Equity in Faculty Hiring Technical Assistance

The Center for Urban Education (CUE) will provide the following technical assistance on faculty hiring practices with an equity focus to Compton College. Compton College has requested that CUE conduct a comprehensive review of its current system of faculty and staff hiring and support efforts to develop new practices to diversify the faculty.

Challenges to be addressed

1. Very few faculty volunteer to serve on search committees. Consequently, it is typical for just 20 out of the 98 faculty to participate in search committees. More recently hired faculty would like to participate but it is important to determine whether such participation would take them away from the activities that contribute to tenure.
2. Data on faculty hiring are available but appear to not be distributed on a regular basis or used as a source of information on the current state of faculty diversity.
3. It is unclear how the search committees function and whether their processes are conducive to identifying faculty members whose experiences, knowledge, and goals align with Compton's student population.

Activities & Deliverables

1. **Job Announcement Review** - CUE will complete a scan and review of Compton College current job announcements (e.g., Director of Diversity, Compliance and Title 9, ESL, Psychology, Nursing, Sociology, Automotive, and Guided Pathways) positions.
Deliverable: A feedback memo delineating findings and recommendations.
2. **Interview Process & Question Review** – CUE, in collaboration with HR staff and others identified as knowledgeable of the hiring process, will create a comprehensive map of the hiring process as it ideally should work and as it works in reality. CUE will gather all artifacts related to hiring, including procedures (e.g., the review process used by HR to vet applicants), interview questions, and data on hiring outcomes during 2016-2019.
Deliverable: a graphic of the hiring map accompanied by a memo with observations and recommendations about the process.
3. **HR Staff & Faculty Interviews** - CUE will interview HR Director, 5 faculty/staff who have participated in searches during the past two years to learn how they perceive the system; 3-5 faculty and staff who were recently hired to learn how they experienced the hiring

process. CUE will observe at least 1 session of an ongoing search committee.

Deliverable: feedback memo with findings and recommendations.

- 4. Faculty Hiring Workshop** - CUE will facilitate 1 all-day workshop on faculty hiring processes. The workshop will introduce participants to equity-minded hiring practices, including a) how to write job announcements and describe comprehensively the experiences sought in candidates; b) how to review candidates' applications to maximize diversity; c) how to conduct interviews that reflect the principles of equity-mindedness; and d) the types of demonstration activities finalist candidates should perform, e.g., teach a class, conduct an advising session. allow practitioners to map existing institutional hiring practices and create a data collection plan. *Deliverable: Equity-Minded Faculty Hiring workbook.*

Logistics

Compton College is responsible for meeting & workshop logistics and costs, including, venue, food (if provided), registration/invitations, AV (set-up and equipment) and materials set-up. CUE will provide a list of on-site and facilitation needs, including details regarding setup and AV needs, in the week prior to the institute. Compton College will provide a complete list of attendees, including name, job/position title, and email address no later than three days prior to each event. Compton College will guarantee that the president, vice president for instruction and student services, HR director, and president of academic senate will attend the workshop. Compton College will appoint a point person who will have the authority to oversee logistics and provide CUE with the information and materials needed to complete the activities and deliverables.

Timeline

June 1, 2019 – December 31, 2019

Payment

The total cost is not to exceed \$60,000.00, paid to the University of Southern California, Center for Urban Education. The first payment of \$30,000 should be sent on execution of the contract and the final payment of \$30,000 is expected within 30 days of the completion of the project. The total includes all workshop facilitation, materials, time and effort, and content. Compton College is responsible for paying for travel of CUE team members related to on campus visits and meetings.

An increased number of participants, feedback memos, interviews, or documents to review will be an additional cost.

About CUE

The Center for Urban Education (CUE) at the University of Southern California’s Rossier School of Education is a national leader in building the capacity among faculty and administrators in higher education for equity-minded inquiry, strategic planning, and ground-up reform. CUE’s expertise in culture change within higher education institutions is supported by numerous theory and research-driven tools for facilitating and mediating: (1) data analysis and interpretation, (2) cognitive shifts towards equity—rather than deficit-mindedness in thinking about student success, and (3) faculty engagement and buy-in to change. These elements are critical for creating sustained, authentic, and at-scale changes in the way colleges and universities “do business” in order to create innovations that will yield more equitable outcomes for marginalized students.

The Center for Urban Education is the creator of the Equity Scorecard, and the only action research center in the nation to use the Equity Scorecard. The tools, methods and facilitation of the Equity Scorecard and its components are the sole intellectual property of the USC’s Rossier Center for Urban Education.