

**Master Agreement by and Between
The Compton Community College District
and
Foundation for Compton Community College District**

This Agreement is made and entered into this 28 day of June, 2011, by and between the Compton Community College District, a California community college district duly organized and existing pursuant to the laws of the State of California; specifically, the California Education Code, hereinafter referred to as the "District," and the Foundation for Compton Community College District, a non-profit organization duly organized and existing pursuant to the laws of the State of California and the Internal Revenue Code; specifically section 501(c)(3), hereinafter referred to as the "Foundation," and auxiliary organization established and operated as an integral part of the District.

Purpose and Finding

The Foundation has been created to provide administration of the functions and activities described herein, instead of administration by the District. The Auxiliary is deemed to be more effective in accomplishing these functions and activities than would be possible under the District budgetary, purchasing and other fiscal procedures. The Board of Trustees of the District has determined that the value of fundraising, community and donor relations, gift and program administration and other services provided by the Foundation greatly exceeds the cost to the District of the provision of any facilities, property and other support as provided by this Agreement. The purpose of this Agreement is to establish the relationship between the District and the Foundation for the Foundation's solicitation and administration of programs involving gifts, bequests, devises and trusts on behalf of the District pursuant to California Code of Regulations, Title 5, Section 59259(j).

Areas of Service

The Foundation, through amendments to this Agreement and with the agreement of the District, may administer functions or activities defined in Section 59259 of the California Code of Regulations, Title 5. Other services may be provided if first approved by the Board of Governors, California Community Colleges. The Foundation will engage only in those activities that are in support of and consistent with State and Federal Laws and with the policies, rules, regulations and program goals of the District.

Use of Facilities

The Auxiliary may occupy, operate and use District facilities and property assigned by the District, either separately or jointly with the District, in accordance with District Regulations for auxiliaries of the District. The Auxiliary shall occupy, operate and use the facilities and property only for those services and functions that are consistent with the policies, rules and regulations, which have been or may be adopted by the Board of Trustees of the District.

Operations of the Foundation under this Agreement shall be integrated with the District operations, and shall be under the general supervision of the District officials. Such supervision shall be provided without cost to the Foundation.

The right to use any of the District's facilities or equipment included in this Agreement or amendments shall cease upon written notice to the Foundation and the Board of Trustees by the District CEO that the facilities are needed for the exclusive use of the District.

Covenant Re Existence

During the term of this Agreement, the Foundation agrees to maintain its existence and to operate in accordance with Section 72670-72682 of the California Education Code and with the Regulations of Sections 59250-59276 of the California Code of Regulations, Title 5, as well as the District's Implementing Regulations.

Right Of Entry

It is understood and agreed that any time the District, officers, employees and agents shall have the right to enter described facilities or any part of thereof for the purpose of examination or supervision and to inspect books and records.

Allocation of Earnings

Income generated by the Foundation in excess of costs and appropriate provision for equipment, maintenance, working capital and reserves shall be used for the general benefit of the students and college programs as determined by the Board of Directors of the Foundation and approved by the CEO. Money may be expended for services and property, including, but not limited to, parking facilities, stadia, student centers, student union, health centers, bookstores or auxiliary facilities for use of students, faculty members, or employees of the Compton Community College District.

Good Standing

The Foundation must remain in good standing with the District. Otherwise, this Agreement will immediately terminate and the Foundation will terminate any contracts with third parties and meet the provisions of this Agreement entitled Distribution of Assets Upon Cessation.

Expenditures For Public Relations

With respect to expenditures for public relations or other purposes which would serve to augment the District appropriations for operation of the District, the Foundation may expend funds in such amount and for such purposes as are approved by the Board of Directors of the Foundation. Prior to the expenditure of such funds, the Foundation shall file with the District CEO a statement of its policy on accumulation and use of public relations funds. The

statement will include the policy and procedure on solicitation of funds, sources of funds, purposes for which the funds will be used, allowable expenditures and procedures of control.

Real Property Matters

The Board of Directors shall not enter into any contract or other business arrangement involving real property without prior approval of the District CEO or designee in accordance with district procedures and regulations.

Third Party Agreements By The Foundation

The Foundation shall not enter into any contract that would obligate the District, its facilities, equipment or personnel, without the prior written approval of the District.

Submission Of Annual Program And Budget

The Board of Directors shall submit its program and budget for the next fiscal year to the District CEO for his/her approval on or before the beginning of each fiscal year. Should the District CEO determine that any program or appropriation planned by the corporation is not consistent with the policies of the Board of Trustees, the program or appropriation shall not be implanted. Further, should a program or appropriation which had received approval, upon review, be determined by the District CEO to be operating outside of the scope of the policies of the Board of Trustees, then that program or appropriation shall be discontinued by direction of the District CEO until further review is accomplished and an appropriate adjustment is made.

Insurance, Indemnification And Restoration

The District shall provide for the Auxiliary all risk liability coverage under the terms and conditions of the District's all-risk blanket policy. Further, the District will extend its directors and officers errors and omissions coverage to include the Auxiliary board members, officers, and manager.

In the event that the District is unable to maintain such coverage for the Foundation, the District shall provide (30) days notification to the Foundation of the District policy cancellation. In the event of such notice of cancellation by the District, the Foundation shall secure the appropriate coverage under its own name.

The Foundation agrees to indemnify, defend and save harmless the District, its officers, agents and employees from any and all loss, damage, or liability that may be suffered or incurred by the District, its officers, agents, and employees caused by, arising out of, or in any way connected with the use of the described facilities by the Foundation or in connection with this Agreement, provided that the loss, damage, or liability does not arise from the intentional or negligent acts or omissions of the District, its officers, agents, or employees.

Upon termination of this Agreement, the District shall have the option to require the Foundation, at its own expense and risk, to restore the facilities as nearly as possible to the condition existing prior to the executive of the Agreement. But, if the Foundation shall fail to do so within ninety (90) days after the District exercises said option, the District may restore the property at the risk of the Foundation, and all costs and expenses of such removal of restoration shall be paid by the Foundation upon demand of the District. The District shall have the right to exercise this option within thirty (30) days after the expiration of this Agreement, but not thereafter.

Termination of Agreement

This Agreement may be terminated by either party giving sixty (60) days' written notice, subject to the provision of this Agreement entitled Distribution of Assets Upon Cessation. The Foundation shall have necessary use of facilities and assets for the Foundation to operate until termination.

Distribution of Assets Upon Cessation

Upon cessation of the operations of the Foundation under this Agreement, unless extended or renewed, the net assets of this Foundation resulting or arising from this agreement shall be either transferred to the District or expended for the benefit of the District or automatically revert to the District.

Notices

All notices herein required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and received.

Notice to the Auxiliary shall be addressed as follows:

Anthony Williams, President
Foundation for Compton Community College District
1111 East Artesia Boulevard
Compton, CA 90221

Notice of the District shall be addressed as follows:

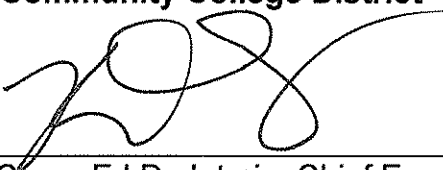
Keith Curry, Ed.D., Interim Chief Executive Officer
Compton Community College District
1111 East Artesia Boulevard
Compton, CA 90221

Supersedure and Authorization

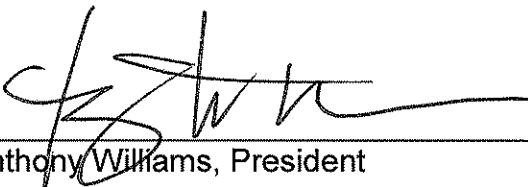
This Agreement supersedes all prior contracts between the parties with respect to its subject matter. It may be amended only by a fully executed written agreement of the parties. The individuals whose signatures appear below certify that this Agreement has been approved by their respective governing boards and has received all approvals required under California Law.

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

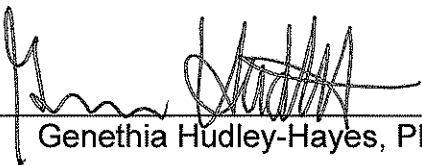
Compton Community College District

By: 
Keith Curry, Ed.D., Interim Chief Executive Officer

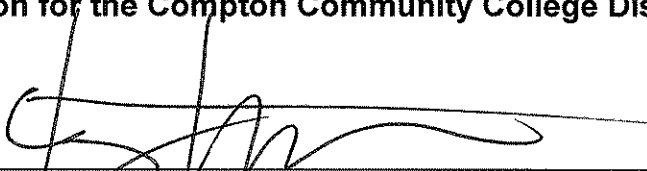
Foundation for Compton Community College District

By: 
Anthony Williams, President

**Ratified and Approved by the Board of Trustees
Compton Community College District**

By: 
Genethia Hudley-Hayes, Ph.D., Special Trustee

**Ratified and Approved by the Board of Directors
Foundation for the Compton Community College District**

By: 
Anthony Williams, President