

**AGREEMENT BETWEEN THE  
EL CAMINO COMMUNITY COLLEGE DISTRICT AND THE  
COMPTON COMMUNITY COLLEGE DISTRICT**

This Agreement is made and entered into on the 1<sup>st</sup> day of July, 2008, by and between the El Camino Community College District (hereinafter referred to as "El Camino"), acting by and through its governing board, and the Compton Community College District (hereinafter referred to as "Compton" or the "District"), acting by and through the Special Trustee appointed by the Chancellor of the California Community Colleges to serve in the place of Compton's governing board. In consideration of the mutual commitments contained herein, the parties agree as follows:

1. This Agreement, and the parties' implementation of it, is intended to provide a set of binding mutual understandings to achieve the following goals:
  - A. Provide the students and residents of Compton with access to accredited community college programs and services that address their educational needs and contribute to the overall welfare and development of the community;
  - B. Specify the various rights and responsibilities of each party in providing those programs and services;
  - C. Create the conditions under which Compton will have a genuine opportunity to establish a newly accredited college as an autonomous institution\*;
  - D. Build effective, mutually respectful relationships between and among the faculty, staff and administrators of El Camino and Compton; and
  - E. Simultaneously, safeguard El Camino's accreditation.
2. All programs and services of the Center (as defined in Sections 4 and following, below) provided under this Agreement shall be offered exclusively by El Camino and during the term of this Agreement Compton shall not engage in any activity that requires status as an accredited institution. Compton shall also refrain from engaging in any activity that would pose a demonstrable risk to El Camino's accreditation and shall abandon the use of the term "Compton College" to refer to Compton or in connection with any activities undertaken by Compton.

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\* Obtaining accreditation for the Center will be a multi-year process. Based on the *Eligibility, Candidacy and Initial Accreditation Manual* published by the Accrediting Commission for Community and Junior Colleges, the parties have outlined the steps required to gain accreditation and an anticipated time frame. The outline is appended to this Agreement as Attachment A, for information purposes only.

3. At least annually El Camino shall prepare a report for submission to the Special Trustee summarizing progress towards obtaining accreditation for the Center, the remaining steps required to gain accreditation and a current anticipated time frame for the Center's accreditation.

#### The Center

4. As authorized by Chapter 50 of the Statutes of 2006 (A.B. 318) (and any amendments thereto), El Camino shall maintain the "El Camino Community College District Compton Community Educational Center," also known as the "El Camino College Compton Center," and hereinafter referred to simply as the "Center," on Compton's facilities in Compton, California. The educational program and services offered by El Camino at the Center shall consist of a full range of credit and non-credit offerings, and related student support services, as specifically agreed to by the two parties and from time to time modified as they deem necessary.
5. The Center, and all of its educational programs and services, shall be under the exclusive management and control of El Camino. As used in this agreement, the Center consists of programs and services like the following: All credit and non-credit courses and programs; library and learning resource center services; counseling and matriculation services; admissions and records; financial aid; student life and other student services programs; categorical programs such as EOPS, DSPS, CalWorks, GAIN, and TANF; transfer center services; athletics; international students; relations with schools; and special programs and services such as the Foster/Kinship Care Program.
6. Without implying any limitation on the Center's programs and services, El Camino shall include the following among the programs and services it provides at the Center:
  - A. EOPS, Special Resources Center (DSPS), CalWorks, GAIN, TANF and other categorical programs (as well as federally supported programs like grants to Hispanic-Serving Institutions under Title V of the Higher Education Act) that are separate from and independent of similar programs provided at El Camino's main campus;
  - B. An Associated Student Body organization at the Center that is separate from and independent of the Associated Student Body organization at El Camino's main campus and that assesses and benefits from its own fees; and
  - C. Subject to approval by the Commission on Athletics of the Community College League of California, intercollegiate athletic teams that are separate from and independent of the athletic teams at El Camino's main campus. Unless otherwise agreed to by the parties, the teams shall be designated as the "Compton Tartars."

7. If El Camino currently does not offer programs or services that El Camino or Compton, after consulting with the other through a curriculum and program review process, reasonably determines are appropriate and necessary to meet the educational needs of the students and residents of Compton, El Camino shall promptly undertake all reasonable efforts to adopt appropriate curriculum or services. If El Camino reasonably determines that it cannot adopt appropriate curriculum or services requested by Compton, or that doing so would be impractical or ill-advised, El Camino shall work with Compton to attempt to find an alternative means of providing the programs or services. If any action taken pursuant to this section requires approval from the Accrediting Commission for Community and Junior Colleges (ACCJC) through the substantive change proposal process, Compton will cooperate with El Camino to ensure compliance with that process.
8. The educational program and student support services offered at the Center shall be clearly identified as exclusively programs and services of El Camino, and El Camino shall have full authority over all aspects of the programs and services offered at the Center, including but not limited to, curriculum development and approval, program review, student assessment, student services and institutional planning for the Center. Furthermore, as more fully specified in Sections 14.A, 14.B and 15, below, El Camino shall have authority over faculty and staff qualifications and evaluation of their performance.
9. El Camino and its Academic Senate shall ensure that faculty employed by Compton but assigned to provide educational and support services at the Center are accorded appropriate professional standing in academic and professional matters as they relate to the Center, including but not limited to, curriculum development and approval, program review, student assessment, student services and institutional planning for the Center.
10. El Camino shall comply with all federal requirements to ensure that qualified students enrolled at the Center remain eligible for federal financial assistance.
11. As authorized by the Education Code, El Camino shall collect fees as follows:
  - A. Non-resident tuition fees, materials fees, health fees, Associated Student Body fees, and ASB Student Representation fees, which shall be set by El Camino upon the recommendation of Compton.
  - B. Parking fees and facility use fees, which will be set by Compton.

All fees collected by El Camino from students enrolled at the Center, or others who use the Center's facilities or participate in its programs or services, shall be devoted to

supporting programs and services at the Center or remitted to Compton, as the parties may from time to time specify.

12. Compton shall make appropriate District facilities available to El Camino without charge and shall name those facilities the "El Camino College Compton Center."
13. The Chief Operating Administrator of the Center shall be a Provost, who shall be responsible to, and supervised by, the Superintendent/President of El Camino in connection with the proper oversight and administration of the Center. The Provost shall be appointed with the concurrence of the Superintendent/President and the Special Trustee of the Compton Community College District, and may be terminated by the Superintendent/President and the Special Trustee in the manner provided in the Provost's employment contract. While the Provost will report to the Superintendent/President, he or she shall be an employee of Compton and Compton shall retain the discretion to assign additional duties to the Provost, including duties as the Chief Executive Officer of the Compton Community College District. In the event the Provost simultaneously serves as Compton's Chief Executive Officer, he or she shall be responsible to, and supervised by, the Special Trustee only for those aspects of his or her assignment that relate to service as Compton's Chief Executive Officer.
14. El Camino and Compton shall agree upon a staffing plan for the Center that identifies every position, in addition to the position of Provost, that will be needed to provide services at the Center and that specifies which of the positions Compton will fund. The parties shall implement the staffing plan as follows:
  - A. To the extent the parties determine necessary and appropriate, Compton shall propose assignment of its current employees to provide services at the Center pursuant to the staffing plan. Before any individual employee is assigned to provide services at the Center, El Camino, in its sole discretion, shall have the right to review the employee's qualifications and to determine if the assignment is an appropriate one. If El Camino determines that the assignment is appropriate, the employee shall remain an employee of Compton and shall not become an employee of El Camino, but he or she will provide services at the Center under the day-to-day supervision of El Camino. If El Camino determines that the assignment is not appropriate and declines to accept the employee, he or she shall not be assigned to provide services for El Camino at the Center.
  - B. When new employees need to be hired by Compton pursuant to the staffing plan, Compton shall promptly undertake reasonable efforts to recruit qualified employees for those positions using hiring procedures adopted by Compton following consultation with El Camino. Before extending an offer of employment to any individual who will provide services at the Center, Compton shall consult with El Camino to ensure that El Camino has the opportunity to review the

prospective employee's qualifications and to determine if his or her assignment to provide services at the Center under El Camino's day-to-day supervision is appropriate pursuant to El Camino's authority under Section 14.A, above, to approve assignments.

C. Every Compton employee who is assigned to provide services at the Center shall do so pursuant to Education Code Section 74293. No such employee shall be deemed to be an employee of El Camino nor shall any such employee gain any status with El Camino for any purpose.

15. El Camino, acting through the Provost, shall have the primary right to direct the activities of employees assigned to provide educational and student support services at the Center consistent with Compton's contractual and legal rights and obligations as the employer of those individuals. Using evaluation procedures applicable to Compton employees, El Camino shall also provide employee performance assessments to Compton regarding the services provided by Compton's employees. If El Camino finds that it is necessary to do so, El Camino may reassign a Compton employee back to Compton after providing Compton with a reasonable opportunity to remedy any circumstances that El Camino believes warrants the reassignment.
16. Nothing in this agreement shall be construed to limit El Camino's ability to assign its own employees to oversee activities or to manage the educational and student support services at the Center, or to employ employees of any type or class as otherwise authorized by law as needed to provide oversight of activities or the management of educational and student support services at the Center. Any person who provides services pursuant to this section shall remain an employee of El Camino and shall not be deemed to be an employee of Compton nor shall any such employee gain any status with Compton for any purpose. It is understood by the parties that El Camino will assign its employees to provide services at Compton only if they voluntarily accept the assignment. If they deem it to be appropriate, El Camino and Compton may also enter into inter-jurisdictional agreements with each other to exchange employees needed for an interim period for a specific job classification.
17. Compton shall remain responsible for the salary and benefits of its employees assigned to provide educational and student support services at the Center and El Camino shall remain responsible for the salary and benefits of its employees assigned to provide educational and student support services at the Center. Neither party shall have any responsibility for the salary or benefits of the other party's employees.

Management of Compton District Functions to Support  
Compton Operations and the Center

18. Compton and El Camino have determined that it is in their mutual best interests to delegate certain Compton district functions to El Camino with the goal of achieving the following objectives:
  - A. Ensuring effective support for, and close coordination with, the Center;
  - B. Implementing effective policies, procedures and practices that will serve Compton well—both in the present and over time as it resumes internal management of the operations; and
  - C. Ensuring that Compton has trained, capable staff who can provide essential services and who can appropriately revise and improve administrative systems as future needs evolve.
19. To further the objectives listed in the preceding section, the Superintendent/President — acting primarily through the Provost — shall manage the following operations, subject to oversight by the Special Trustee: Accounting services, including accounts receivable, accounts payable, general accounting and maintenance of the general ledger, and cashier services; payroll; human resources; purchasing; auxiliary services, including bookstore and cafeteria operations, grants administration, etc.; facilities maintenance and operations; police and security services; and management information services.
20. El Camino and Compton shall agree upon a staffing plan for the operations listed in Section 19. Based on that plan, Compton, with El Camino's advice and assistance, shall recruit and retain an appropriate administrative and classified workforce to staff the operations.
21. The following operations shall continue to be managed exclusively by Compton:
  - A. Bond-funded construction and other capital improvement projects associated with the facilities in Compton at which the Center is located.
  - B. Business, legal and other administrative functions that relate exclusively to the management of the Compton Community College District.
  - C. Labor relations, provided however, that Compton shall consult with El Camino on matters that are likely to have an effect on the operation of the Center.

D. Community and governmental relations that relate primarily to the District and not to the Center, including, but not limited to, organization and operations of the Compton governing board and the office of the Special Trustee.

The parties may agree on other functions or activities that will be managed by Compton; provided, however, that Compton shall not assume any responsibility that requires status as an accredited institution or which, if performed by Compton, would pose a demonstrable risk to El Camino's accreditation.

22. Compton shall resume internal management of the operations delegated to El Camino pursuant to Sections 18 and 19, once the Superintendent/President and the Special Trustee agree that Compton has the capacity to effectively manage and control the function and that the resumption of internal management by Compton is in the best interests of both the Center and the District. That determination will be based primarily on Fiscal Crisis & Management Assistance Team's (FCMAT) review of the District's progress in implementing relevant recommendations made in the Comprehensive Review of April 2007, but also on success of the party's transition plan for District functions delegated to El Camino, a copy of which is appended to this Agreement as Attachment B, for information purposes only. At least annually, the parties shall review the transition plan and make any adjustments to it that they deem are necessary.
23. Unless the parties explicitly agree otherwise on a case-by-case basis, all classified employees assigned to work in the operations managed by El Camino shall report, directly or indirectly, to the Provost, but in any event, all classified employees assigned to work in the operations managed by El Camino shall remain employees of Compton and shall not gain any status with El Camino for any purpose.
24. Nothing in this agreement shall be construed to limit El Camino's ability to assign its own employees to assist in providing services needed in the operations managed by El Camino, or to employ employees of any type or class as otherwise authorized by law as needed to provide oversight of the operations managed by El Camino. Any person who provides services pursuant to this section shall remain an employee of El Camino and shall not be deemed to be an employee of Compton nor shall any such employee gain any status with Compton for any purpose. It is understood by the parties that El Camino will assign its employees to provide services at Compton only if they voluntarily accept the assignment.
25. If they deem it to be appropriate, El Camino and Compton may also enter into inter-jurisdictional agreements with each other to exchange employees needed for an interim period for a specific job classification. Furthermore, as an alternative to delegating management of a district operation to El Camino pursuant to Sections 18 and 19 (and other relevant provisions of this agreement), the parties may agree that El

Camino will assume full responsibility for the operation (including staffing, equipment, supplies, etc.) and that it will provide Compton with all relevant services associated with the operation as a service provider. However, any such agreement shall be approved by the Special Trustee and shall take the form of a written agreement that specifies all of the terms and conditions of the services to be provided by El Camino and the compensation payable to El Camino for those services.

26. Compton shall remain responsible for the salary and benefits of its employees working in operations managed by El Camino and El Camino shall remain responsible for the salary and benefits of its employees working in those operations. Neither party shall have any responsibility for the salary or benefits of the other party's employees.
27. The Special Trustee shall receive regular reports regarding the status of the operations managed by El Camino pursuant to Sections 18 and 19, above, and may request special reports at any time. Furthermore, the Special Trustee may initiate performance or financial audits of the operations at any time.
28. In managing the operations specified in Sections 18 and 19, above, El Camino shall ensure that no funds of Compton are expended or committed without the approval of the Special Trustee or an appropriate Compton official acting under delegated authority from the Special Trustee.

#### Budget Development

29. El Camino, in consultation with Compton, shall set up an annual budget development procedure that includes a budget development calendar, defines the roles and responsibilities of Compton and El Camino officials involved in the process, and identifies the manner in which appropriate collegial consultation with Compton faculty, staff and students will be conducted. Following that procedure El Camino will develop a unified master budget for the Center, the operations it manages pursuant to Sections 18 and 19, above, and the operations that continue to be managed exclusively by Compton pursuant to Section 21, above. The master budget, which shall be updated annually, shall be based upon enrollment projections and other operational goals agreed upon by the parties and shall consist of:
  - A. an operating budget for the Center for the upcoming fiscal year;
  - B. an operating budget for the operations El Camino manages pursuant to Sections 18 and 19, above, for the upcoming fiscal year;
  - C. an operating budget for the operations that continue to be managed exclusively by Compton pursuant to Section 21, above, for the upcoming fiscal year; and
  - D. a projected budget for the Center for each of the two succeeding fiscal years.



30. Before adopting the master budget, the Special Trustee shall determine if the Superintendent/President concurs with the proposed master budget. If the Superintendent/President concurs, the Special Trustee shall adopt the master budget as specified in the following two sections. If the Superintendent/President does not concur, the Special Trustee shall either modify the master budget as necessary to obtain the Superintendent/President's concurrence, or adopt the budget without the concurrence. In the latter case, El Camino will be deemed to have given notice of termination of this Agreement on the date of the budget's adoption and the termination procedure set forth in Section 42 shall be automatically invoked.
31. Once the Special Trustee adopts the master budget developed pursuant to Section 29, Compton shall, as a first priority, fund the Center's operating budget for the current fiscal year and the current operating budget for the operations El Camino manages pursuant to Sections 18 and 19, above. The current operating budget for the operations El Camino manages shall be incorporated into the annual operating budget approved by Compton and shall be administered as a part of Compton's operations.
32. Once the Special Trustee adopts the master budget developed pursuant to Section 29, El Camino may include the Center's expense budget in the operating budget approved by El Camino's Board and administer it as an integral part of El Camino's operations. In that event, Compton shall reimburse El Camino for all Center expenses included in the budget. In the alternative, El Camino may ask Compton to include the Center's expense budget in the operating budget approved by Compton, in which case the budget shall be administered as a part of Compton's operations. In any event El Camino shall provide fiscal and administrative oversight for the operation of the Center and all matters related to the Center.

#### Recruitment, Retention, Marketing and Enrollment

33. El Camino acknowledges that Compton has a substantial interest in monitoring enrollment at the Center and ensuring that it continues to grow as vigorously as possible. The parties agree that student enrollment at the Center is an important, quantifiable measure of service to the community, and recognize that the Center's enrollment will ultimately determine Compton's entitlement to State apportionment.
34. El Camino, acting through the Provost, shall prepare annual and long-term recruitment, retention, marketing and enrollment management plans for the Center which shall be presented to the Special Trustee for review and endorsement. The process by which the various plans are developed shall provide for broad participation by Compton faculty and staff and, among other things, shall define:
  - target populations the Center will specialize in serving well;

- the nature of the programs the Center will need to develop or enhance to adequately meet the needs and expectations of students in those target populations;
- the services the Center will need to be skilled at delivering to ensure that student success is buttressed and students in the target populations are properly supported; and
- the most effective and compelling messages (and the best means of delivering them) the Center will use to communicate with potential students in the target populations.

35. By April 15 of each academic the Superintendent/President and the Special Trustee shall agree upon an enrollment goal for the Center for the subsequent academic year and, through the budget development process, the funding necessary to achieve that goal.

#### Miscellaneous

36. By October 1, of each fiscal year, Compton shall remit to El Camino the sum of \$500,000 as an administrative fee for El Camino's services under this Agreement.

37. Compton shall defend and indemnify El Camino, its officers, employees or agents, in connection with any and all claims, actions or lawsuits that arise in any manner from the acts or omissions of Compton, its officers, employees or agents in the performance of this agreement, and El Camino shall defend and indemnify Compton, its officers, employees or agents, in connection with any and all claims, actions or lawsuits that arise in any manner from the acts or omissions of El Camino, its officers, employees or agents in the performance of this agreement. It is expressly understood that in the event of a claim, action, or lawsuit based upon an act or omission of a Compton employee assigned to provide services at the Center under this agreement, the Compton employee shall not be deemed to be an agent of El Camino unless the act or omission giving rise to the claim, action or lawsuit was one required by El Camino or taken at the explicit direction of an El Camino supervisor or manager.

38. During the effective dates of this Agreement, each party shall maintain in effect a policy or policies of insurance issued by one or more insurance companies and/or a memorandum or memoranda of coverage issued by a joint powers authority providing the coverages identified below:

- A. Liability to a third party for bodily injury, sickness, or disease and for physical injury to tangible property and/or for loss of use of tangible property not physically injured that is neither expected nor intended from the standpoint of the insured or of the covered party. The policy limit or limit of liability for such coverage shall

be at least \$1,000,000 per occurrence with an aggregate limit of no less than \$5,000,000.

B. Liability to a third party for "personal injury" offense(s) as defined by the applicable policy of insurance or memorandum of coverage. The policy limit or limit of liability for such coverage shall be at least \$1,000,000 per occurrence or claim with an aggregate limit of no less than \$5,000,000.

C. Liability to a third party for "errors and omissions" as defined by the applicable policy of insurance or memorandum of coverage. The policy limit or limit of liability for such coverage shall be at least \$1,000,000 per occurrence or claim with an aggregate limit of no less than \$5,000,000.

D. Automobile Liability with the following limits: Primary Bodily Injury limits of \$1,000,000 per occurrence and Primary Property Damage limits of \$5,000,000 per occurrence or combined single limits of Primary Bodily and Primary Damage of \$10,000,000 per occurrence.

E. Workers' Compensation Insurance with the limits established and required by the State of California.

F. Employer's Liability with limits of \$5,000,000 per claim.

39. During the effective dates of this Agreement, each party shall cause the other party and its elected and appointed officers, directors, employees and agents to be named as additional insureds under the policy or policies of insurance providing the coverages identified above for claims arising out of actual or alleged acts or omissions on the part of the other party, its elected and appointed officers, employees and agents and/or cause the other party, its officers, employees and agents to be named as a covered party or as an additional covered party under the memorandum or memoranda of coverage providing the coverages identified above for claims arising out of actual or alleged acts or omissions on the part of the other party, its elected and appointed officers, employees and agents. However, this provision shall not apply to the coverage for "errors and omissions."

40. By July 1 of each year, each party shall provide to or cause to be provided to the other party a certificate or certificates of insurance identifying the policy or policies of insurance to which the other party has been named as an additional insured and/or certificate or certificates of coverage or similar document(s) identifying the memorandum or memoranda of coverage to which each party has been named as an additional covered party. Each such policy or memorandum shall state that not less than thirty (30) days' written notice shall be given to the other party prior to cancellation; and, shall waive all rights of subrogation. Each party shall immediately

notify the other party in the event of material change in, or failure to renew, each policy or memorandum.

41. This Agreement shall take effect immediately and shall remain in effect until it is terminated. Either party may initiate termination of this Agreement by giving 180 days written notice to the other party, and to the Board of Governors of the California Community Colleges, of its intent to terminate. No termination pursuant to this section shall take effect until the end of the semester following the expiration of the notice period provided under this section so as to protect students from a mid-term interruption of educational services.
42. Notwithstanding anything in Section 41 to the contrary, in the event El Camino initiates termination of this Agreement by giving notice to Compton and the Board of Governors of its intent to terminate pursuant to the preceding section, the Chancellor of California Community Colleges shall meet with the Superintendent/President of El Camino to determine if the proposed termination by El Camino relates to factors that can be resolved with the Chancellor's assistance. If that is not the case, and if El Camino declines to withdraw its notice of termination within ninety days after it was initially given to Compton and the Board of Governors, the Special Trustee shall immediately act to terminate the agreement pursuant to Education Code Section 74292(1)(2), which explicitly authorizes the Special Trustee to initiate termination of agreements with a partner district. Thereafter, the Special Trustee, the Chancellor and the Board of Governors of the California Community Colleges shall be deemed to have waived any and all rights whatsoever that they may have to require El Camino to continue to provide services as a partner district. This waiver provision is irrevocable and its inclusion in this agreement has been relied upon by El Camino as a material inducement for its willingness to enter into this Agreement.
43. Any notice required to be delivered under this Agreement to the other party must be in writing and shall be effective (i) when personally delivered to the other party or (ii) three business days after deposit in the United States mail, postage fully prepaid and addressed to the respective party as set forth below (or to such other address and to such other persons as the parties may hereafter designate by written notice to the other):

To Compton:

Special Trustee  
COMPTON COMMUNITY COLLEGE DISTRICT  
1111 E. Artesia Boulevard  
Compton, CA 90221

To El Camino:

Superintendent/President  
EL CAMINO COLLEGE  
16007 Crenshaw Blvd.  
Torrance, CA 90506


To the Chancellor and Board of Governors:

Chancellor  
CALIFORNIA COMMUNITY COLLEGES  
1102 Q Street  
Sacramento, CA 95811

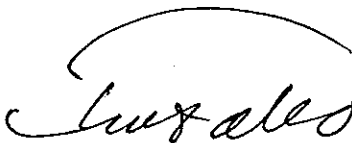
44. This Agreement represents the entire understanding between the parties and supersedes all prior agreements, written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both Compton and El Camino.

IN WITNESS WHEREOF, the parties have executed this agreement on June 18, 2008.

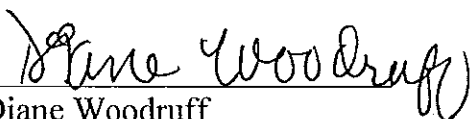
COMPTON COMMUNITY COLLEGE DISTRICT

By   
Peter J. Landsberger  
Special Trustee

EL CAMINO COMMUNITY COLLEGE DISTRICT

By   
Thomas M. Fallo  
Superintendent President

I have reviewed this Agreement and assent to its terms. I also confirm that the Special Trustee has the power to sign it and, acting in accordance with the authority I have granted him under the law, to bind the Compton Community College District to the terms set forth in the agreement.

  
Diane Woodruff  
Chancellor, California Community Colleges