AGREEMENT BETWEEN COMPTON COMMUNITY COLLEGE DISTRICT AND ERIK SKINNER

THIS AGREEMENT is between the Compton Community College District (hereinafter "District") and Erik Skinner (hereinafter "Mr. Skinner" or "State Special Trustee") and provides:

WHEREAS: The District intends to employ Mr. Skinner as the State Special Trustee, effective July 1, 2025; and

WHEREAS: Mr. Skinner is retired for service under the CalPERS retirement systems, and the parties intend that Mr. Skinner be employed, without reinstatement from retirement, in a manner consistent with applicable rules under the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Teachers' Retirement Law (Education Code § 22000 et seq.).

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

- 1. The district will and hereby does employ Mr. Skinner as the State Special Trustee for the District effective July 1, 2025. Mr. Skinner has been appointed as the State Special Trustee by the Chancellor for the California Community Colleges (State Chancellor). He shall serve in that capacity at the pleasure of the State Chancellor.
- 2. Under the direction of the State Chancellor, the primary responsibilities of the State Special Trustee are to maintain fiscal stability/solvency by enforcing the "principles of sound fiscal management," and to perform the following duties:
 - Working closely with the State Chancellor, the Board of Trustees, and the CEO of the Compton Community College District, and representatives of the ACCIC.
 - b. Reviewing, monitoring, and requiring modifications to the fiscal and educational plans deemed necessary in order to maintain fiscal stability, obtain accreditation, and ensure state emergency funds are properly administered.
 - c. Determining and requiring appropriate district spending levels and priorities to ensure the district's fiscal stability and adherence to accreditation standards.
 - d. Ensuring compliance with the standards and requirements of the Accrediting Commission for Community and Junior Colleges (ACCJC).
- 3. The State Special Trustee will be required to attended monthly Compton Community College District Board meetings and will have "Stay and rescind" authority (or such other authority as the State Chancellor shall designate in writing) over the elected Compton Community College District governing board when board action is inconsistent with the fiscal and accreditation recovery plan for Compton Community College District.

- 4. When the District requests in writing that they wish the State Special Trustee to attend an educational conference, or to otherwise travel on the District's behalf to destinations outside the District, the District shall reimburse the State Special Trustee for necessary transportation, meals, lodging, and registration fees in accordance with existing District policy and regulations. The State Special Trustee shall be reimbursed for travel to the district for in-person Board of Trustees meetings.
- 5. The State Special Trustee agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from the State Special Trustees performance of this Agreement, which are not caused by District negligence, willful misconduct or lack of good faith.
- 6. District agrees to defend indemnify and hold harmless the State Special Trustee and its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from the Districts performance of this Agreement, which are not caused by State Special Trustees negligence, willful misconduct or lack of good faith.
- 7. The State Special Trustee is a retiree from the California Public Employees' Retirement System (CalPERS); as such, the State Special Trustee is employed subject to requirements of law applicable to post-retirement employment of CalPERS retirees, including the following:
 - a. The position of State Special Trustee is hereby deemed a retired annuitant position for purposes of the Public Employees' Retirement Law (Government Code § 20000 et seq., including, without limitation § 21229), and is a position performing retired member activities for purposes of the Teachers' Retirement Law (Education Code § 22000 et seq., including, without limitation, §§ 22119.5, 22164.5 and 24214).
 - b. Pursuant to Government Code § 21229(a), in light of the temporary emergency circumstances arising from the District's loss of accreditation, which necessitate appointment of a State Special Trustee, and in light of Mr. Skinner's extensive experience as a Interim Chancellor and Deputy Chancellor for California Community Colleges this appointment is made during an emergency to prevent stoppage of public business and because Mr. Skinner has specialized skills needed in performing work of limited duration.
 - c. The State Special Trustee shall be compensated at an hourly rate based on the monthly compensation applicable to the District's President/CEO (i.e., annual compensation of \$328,911 divided by 12, for a monthly rate of \$27,409.25) divided by 173.333 to equal an hourly rate of \$158.13 per hour. Pursuant to Government Code §§ 7522.56(d) and 21229(a), and Education Code § 24214(b), the District represents this hourly rate is not less than the minimum nor greater than the maximum paid by the District to other employees performing comparable duties (e.g. the duties of President/CEO).

- d. The State Special Trustee shall cease working upon performing 960 hours in a fiscal year, pursuant to Government Code § 21220, or upon reaching the applicable CalPERS post-retirement earnings limit.
- e. The State Special Trustee works a minimum of 25 hours per month and would receive \$3,953.25 for each month, totaling \$47,439 per year. In the absence of other employment, the individual is subject to CalPERS, which would not exceed the limits stated above.
- f. Pursuant to Government Code § 21229(a), the State Special Trustee shall not receive any District-paid health and welfare benefits or other fringe benefits, and shall not be entitled to paid holidays, paid vacation, or paid sick leave, and shall receive only such leaves of absence as are mandated by law.
- g. Pursuant to Education Code § 71093(e), the State Special Trustee has the option of reinstating to active service under the CalPERS systems. The State Special Trustee expressly elects to retain his status as a retired member of the CalPERS system; elects to work within the legal framework applicable to retired members who have not been reinstated; and elects not to reinstate to active service under the CalPERS system.

IN WITNESS WHEREOF, the Parties have executed this agreement on the 17th day of June 2025.

STATE SPECIAL TRUSTEE

Mr. Erik Skinner

COMPTON COMMUNITY COLLEGE DISTRICT

By: Keith Curry (Jun 18, 2025 14:51 PDT)

Keith Curry, Ed.D., Chief Executive Officer

I have reviewed this Agreement and assent to its terms. I also affirm my intent to maintain a Special Trustee at Compton Community College District, as of the date of this Agreement, and to assist the District for the time and with authority deemed necessary and appropriate by the California Community Colleges Chancellor's Office.

CALIFORNIA COMMUNITY COLLEGE CHANCELLOR'S OFFICE

By: Cris Forgusa Executive Vice Chancellor, Finance and Strategic Initiaties

Agreement with Erik Skinner (003)

Final Audit Report

2025-06-18

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Ву:

Pamela Wilkerson (pwilkerson@compton.edu)

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