

April 22, 2013

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

This Agreement is made and entered into on the 22<sup>nd</sup> day of May, 2013, by and between the El Camino Community College District (hereinafter referred to as “El Camino”), acting by and through its Superintendent/President, and the Compton Community College District (hereinafter referred to as “Compton District”), acting by and through the Special Trustee appointed by the Chancellor of the California Community Colleges (hereinafter referred to as “Chancellor”) to serve as the Compton District’s governing board. Collectively, referred to as “The Parties”.

In recognition of the importance of a future independently accredited college within Compton District and the importance of the Accrediting Commission for Community and Junior Colleges’ (ACCJC) Eligibility Requirements, this Agreement addresses the mutual interest of the parties in ultimately achieving accredited status. El Camino is required to meet the ACCJC Standards, Eligibility Requirements, and the Commission policies continuously. 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 the Compton District 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. Through El Camino and its Center on the Compton District’s facilities in Compton, California known as the “El Camino College Compton Community Educational Center,” also known as the “El Camino College Compton Center,” and hereinafter referred to as the “Center”;
  - B. Specify the various rights and responsibilities of each party in providing those programs and services;
  - C. Create the conditions under which the Compton District will have a genuine opportunity to establish a newly accredited college;\*
  - D. Advance effective, mutually respectful relationships between and among the State Chancellor/Special Trustee, Superintendent/President of El Camino, ACCJC, faculty, staff, students and administrators of El Camino and the Compton District;

---

\* 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.

April 22, 2013

- E. Ensure the current structure is consistent with the ACCJC Standards and Eligibility Requirements and provide El Camino with the responsibility and authority needed to develop and transform the Center to an accredited institution within El Camino conforming to the accreditation requirements of the ACCJC;
  - F. Continue to safeguard El Camino College's positive accreditation status while moving the Center to an accredited college within El Camino;
  - G. Understand that El Camino is entrusted to move the Center to an accredited institution within El Camino and as such, El Camino must have complete authority for that task; and
  - H. Once the Center becomes an accredited college within the El Camino Community College District, a major substantive change proposal for revising the authority would be prepared by the Superintendent/President of El Camino College, President of Compton College, and Chancellor's Special Trustee. The parties, working with the Chancellor's Special Trustee, would need to prepare the Compton District in assuming authority over Compton College by assuring that the operation of Compton College is consistent with ACCJC Standards, Eligibility Requirements, and Commission policies.
2. All programs and services of the Center provided under this Agreement shall be offered exclusively by El Camino. During the term of this Agreement the Compton District shall assist El Camino and not interfere with the process that requires status as an accredited institution. The Compton District shall also refrain from engaging in any activity that would pose a demonstrable risk to El Camino's reputation and accreditation. Compton District shall cooperate with El Camino in its efforts to secure accreditation, and shall comply with every reasonable request of El Camino with respect to El Camino's efforts to maintain ACCJC Standards and Eligibility Requirements.
  3. On an annual basis, the Superintendent/President and the Special Trustee will meet with the ACCJC and the Chancellor to discuss progress toward the Center meeting all Eligibility Requirements and Accreditation Standards as necessary for obtaining institutional accreditation.

### **El Camino and the Center**

4. As authorized by Chapter 50 of the Statutes of 2006 (AB 318, Dymally) (and any amendments thereto), El Camino shall manage the Center. The educational programs and services offered by El Camino at the Center shall consist of credit and non-credit offerings, and student support services. Students enrolling in classes at the Center shall be students of El Camino, shall receive credit from El Camino for classes they

April 22, 2013

successfully complete, and shall receive certificates or degrees they earn from El Camino. El Camino shall maintain student records related to the attendance of students in classes, in accordance with all applicable state and federal laws.

5. The Center, and all of its educational programs and services, shall be under the exclusive management and authority of El Camino. As used in this Agreement, the Center's programs and services determined by El Camino, including but not limited to the following: credit and non-credit courses and programs; library and learning resource center services; counseling and matriculation services; admissions and records; financial aid; student life; 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. Subject to funding, El Camino may 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 and 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 Torrance campus;
  - B. An Associated Student Body (ASB) organization at the Center that is separate from and independent of the Associated Student's Organization at El Camino and that assesses and benefits from its own fees; and
  - C. The Center intercollegiate athletic teams are separate from and independent of the athletic teams at El Camino's campus. Unless otherwise agreed to by the parties, the teams shall be designated as the "Compton Tartars."
7. The educational programs 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 12.A, 12.B, 13 and 17, below, El Camino shall have authority over faculty and staff qualifications and evaluation of their performance.
8. El Camino, in consultation with its Academic Senate shall ensure that faculty employed by the Compton District but assigned to provide educational and support services at the Center are accorded appropriate professional standing in academic and

April 22, 2013

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.

9. El Camino shall comply with all state and federal requirements to ensure that qualified students enrolled at the Center remain eligible for state and federal financial assistance.
10. As authorized by the Education Code, Compton District shall collect fees as follows:
  - A. Non-resident tuition fees, materials fees, Associated Student Body (ASB) fees, and ASB Student Representation fees, which shall be set by El Camino upon the recommendation of Compton District.
  - B. Parking fees and facility use fees, which will be set by Compton District.
11. El Camino shall appoint a full-time Vice President, Compton Center (hereinafter referred to as the Vice President) to serve as the Chief Instructional and Chief Student Services Officer of the Center (Attachment B – Description of VP, Compton Center position). Once the Eligibility Application is approved by ACCJC, there will be a transition period and the function and duties of the Vice President, Compton Center will be performed by the Compton District CEO.
12. El Camino and Compton District shall agree upon a staffing plan for the Center that identifies every position that will be needed to provide services at the Center and that specifies which of the positions the Compton District will fund. The parties shall implement the staffing plan as follows:
  - A. To the extent the parties determine necessary and appropriate, the Compton District 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 employee 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 the Compton District 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 District pursuant to the staffing plan, Compton District shall promptly undertake reasonable efforts to

April 22, 2013

recruit qualified employees for those positions using hiring procedures adopted by Compton District following consultation with El Camino. The Superintendent/ President of El Camino or designee may choose to participate in final interviews for faculty and managers.

13. El Camino, acting through its Vice President, shall have the primary right to direct the activities of the Compton District employees assigned to provide educational and student support services at the Center consistent with the Compton District's contractual and legal rights and obligations as the employer of those individuals. The El Camino Vice President and the Compton District CEO shall work in a collegial and collaborative manner regarding these activities. Using evaluation procedures applicable to Compton District employees, El Camino shall also provide employee performance assessments to the Compton District regarding the services provided by the Compton District's employees. If El Camino finds that it is necessary to do so, El Camino may reassign a Compton District employee back to the Compton District after providing the Compton District with a reasonable opportunity to remedy any circumstances that El Camino believes warrants the reassignment.
14. 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 hire 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 the Compton District nor shall any such employee gain any status with the Compton District for any purpose. It is understood by the parties that El Camino will assign its employees to provide services at the Center only if they voluntarily accept the assignment. El Camino and the Compton District may also enter into inter-jurisdictional agreements with each other to exchange employees needed for an interim period for a specific job classification.
15. As an alternative to delegating management of a Compton District operation to El Camino, as specified above, the parties may agree that El Camino will assume full responsibility for the operation (including staffing, equipment, and supplies) and that it will provide the Compton District with all relevant services associated with the operation as a service provider. 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.

**The Compton District**

16. The Compton District shall provide District facilities available to El Camino without charge and shall name those facilities the “El Camino College Compton Community Educational Center.”
17. The Special Trustee shall appoint a full-time CEO (Attachment C – Description of Compton District CEO position) for the Compton District. The CEO will serve as the chief executive and operational officer for the Compton District. The CEO will report to the State Special Trustee. Once eligibility is granted by the ACCJC, to the El Camino College Compton Center this position title will change to Provost/CEO. As Provost, the Provost/CEO will report to the Superintendent/ President of El Camino; as CEO to the Special Trustee. Upon achieving accreditation status by ACCJC, the El Camino College Compton Center will become known as Compton College and the Provost/CEO position title will change to President/CEO. As President the President/CEO will report to the Superintendent/President of El Camino; as CEO to the Special Trustee. The Superintendent/President of El Camino and the Special Trustee will mutually agree on the selection of the President/CEO.
18. The Compton District CEO shall manage the Compton District Measure CC Bond funds, subject to the authority of the Special Trustee, in conformance with authority under AB 318.
19. The Special Trustee and the Superintendent/President of El Camino shall conduct an annual evaluation of the Compton District CEO. Such evaluation shall comply with any requirements set forth in the contract of employment with the Compton District CEO.
20. The Compton District shall remain responsible for the salary and benefits of its employees assigned to provide educational and student support services at the Center. 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.
21. The Compton District shall continue to be responsible for ensuring that all of its permanent records are retained and stored as required by state and federal law.
22. All real property leases securing the Compton District bonds shall be leased by the Compton District, and not the Center or El Camino.
23. The Compton District shall be responsible for all retiree benefits, as well as retiree benefits offered its employees prior to the date its accreditation was revoked.

April 22, 2013

24. The Compton District shall receive apportionment for El Camino courses provided at the Center.
25. Every Compton District 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.

### **Accreditation Plan**

26. The parties acknowledge that a fundamental long-term goal of this Agreement is to establish a newly accredited college in the Compton District. The Compton District will assist and cooperate with El Camino to initiate an application for eligibility. In furtherance of that goal, the parties shall develop an overall plan under which the Center will prepare for accreditation and complete all of the work necessary to enable El Camino, as a goal, to initiate an application for eligibility within five (5) years of this Agreement.
27. Under direction from the El Camino Superintendent/President, the Compton District CEO shall manage the following operations, subject to the authority of the Special Trustee, in conformance with authority under AB 318: business and administrative activities including accounting services (accounts receivable, accounts payable, general accounting and maintenance of the general ledger, and cashier services); budget development and administration; financial, credit and debt management; payroll services; purchasing, receiving and asset management; auxiliary services (including bookstore and cafeteria operations, grants administration); risk management and insurance; management information services; facilities maintenance and operations; construction and other capital improvement projects; human resources and labor relations; community and governmental relations that relate primarily to the Compton District and not of the Center (including, but not limited to, organization and operations of the Compton District and the office of the Special Trustee; and all other business, legal and administrative activities that relate primarily to the management of the Compton District).

The Compton District shall not enter into any contract, employ any consultant or independent contractor, or employ any employee with management or supervisory duties that may have impact on the Center, without first securing the approval of the Superintendent/President, or designee.

The Compton District CEO shall provide sufficient resources and personnel knowledgeable in the rules, processes and deadlines of the State Capital Outlay Program. These employees will ensure that the legislatively established project scope,

April 22, 2013

budget and schedule will be adhered to resulting in the timely completion of the project(s).

28. If the El Camino Superintendent/President determines that actions of the Compton District will negatively impact the operations of the Center, the Superintendent/President and the Special Trustee, shall meet with the Compton District CEO to resolve the concerns.
29. El Camino management of Compton District operations pursuant to Section 26, the following shall apply:
  - A. All employees assigned to work in the operation shall remain employees of the Compton District and shall not gain any status with El Camino for any purposes.
  - B. El Camino may assign its own employees to assist in providing services needed in the operation, or may hire employees of any type or class as otherwise authorized by law as needed to provide oversight of the Compton District; nor shall any such employee gain any status with the Compton District for any purpose. It is understood by the parties that El Camino will assign its employees to provide services at the Compton District only if they voluntarily accept the assignment.
  - C. The Compton District shall remain responsible for the salary and benefits of its employees working in the operation and El Camino shall remain responsible for the salary and benefits of its employees working in the operation.
  - D. In managing the operation of the Compton District, El Camino requires that no funds of the Compton District are expended or committed without approval of the Special Trustee, or an appropriate Compton District official acting under delegated authority from the Special Trustee.

### **Budget Development and Monitoring**

30. El Camino, in consultation with Compton District, shall set up an annual budget development procedure that includes a budget development calendar, defines the roles and responsibilities of Compton District and El Camino officials involved in the process, and identifies the manner in which appropriate collegial consultation will occur. Following that procedure El Camino will develop a budget for the Center and the operations it manages pursuant to Sections 27 and 29, above. The 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;



April 22, 2013

- B. an operating budget for the operations El Camino manages pursuant to Sections 27 and 29, above, for the upcoming fiscal year; and
  - C. a projected budget for the Center for each of the two succeeding fiscal years.
31. Before adopting the annual budget, the Special Trustee shall determine if the Superintendent/President concurs with the proposed budget. If the Superintendent/President concurs, the Special Trustee shall adopt the budget as specified in section 32. If the Superintendent/President does not concur, the Special Trustee shall either modify the 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 47 shall be automatically invoked.
  32. Once the Special Trustee adopts the annual budget, the Compton District 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 this agreement. El Camino shall provide fiscal and administrative oversight for the operation of the Center and all matters related to the Center.
  33. Once the annual budget is adopted by the Special Trustee, the Superintendent/President, Special Trustee and the Compton District CEO shall monitor the Compton District budget for fiscal stability, and for purposes of assuring that the budget allows for progress toward an independently accredited college. As such, all contracts in consultation with the Special Trustee shall be pre-approved by the Superintendent/President prior to the Special Trustee taking action. Contracts deemed to jeopardize fiscal stability of the Compton District and/or accreditation of an independent college, by the Superintendent/President, shall not be approved by the Special Trustee.

Furthermore, any contract agreement with a term longer than one year in duration and/or any contract exceeding \$83,400 (Competitive Bid Limit, per the Public Contract Code (PCC) Section 20111(a) ) shall be pre-approved by the Chancellor of the California Community Colleges, or designee prior to the Special Trustee taking action.

34. If the parties are unable to reach concurrence on this Agreement's contract provisions and/or the adopted budget, the parties are required to meet jointly with the Chancellor of the California Community Colleges for dispute resolution.

**Recruitment, Retention, Marketing and Enrollment**

35. 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 the Compton District's entitlement to State apportionment. As a consequence, El Camino acknowledges that the Compton District has a substantial interest in monitoring enrollment at the Center and agrees to exercise best efforts to match enrollment to available apportionment funding.
36. The El Camino Vice President in consultation with the Compton District CEO shall prepare annual short and long-term recruitment, retention, marketing and enrollment management plans for the Center which shall be presented to the Superintendent/President for review and approval. The process by which the various plans are developed shall provide for broad participation by the Compton District faculty, staff, students and administrators.
37. By April 15 of each academic year the Compton District CEO and Vice President shall establish an enrollment goal for the Center for the subsequent academic year. Through the budget development process the Compton District shall identify the funding necessary to achieve that goal and ensure that the funding is made available.
38. El Camino shall record attendance at the Center according to rules and regulations prescribed by the Board of Governors of the California Community Colleges and shall submit accurate and timely attendance reports to the Chancellor's Office. Before submitting any such report, however, El Camino shall provide the Compton District with an opportunity to review the report.

**Miscellaneous**

39. Under the terms of this Agreement, and in accordance with AB318 the parties acknowledge that all authority that would otherwise be vested in the Compton District's Governing Board by law is delegated to the Special Trustee.
40. El Camino shall be entitled to an annual administrative fee of \$50,000 for its services under this Agreement, payable at the beginning of each fiscal year. Upon the Compton District's receipt of El Camino's invoice for the fee, the Compton District shall remit the fee to El Camino within 30 days.
41. Effective in 2006 and increased annually by inflation thereafter, the Chancellor, acting under his authority under title 5, California Code of Regulations Section 58771, shall authorize annually the amount of \$4,000,000.00 as an increase in revenue to El Camino.

April 22, 2013

42. The Superintendent/President and Special Trustee will set the compensation for the Compton District CEO. Total compensation means salary, benefits, and other remuneration. This compensation will be consistent with the experience required and responsibilities of the position.
43. The Compton District 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 the Compton District, its officers, employees or agents in the performance of this agreement, and El Camino shall defend and indemnify the Compton District, 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 District employee assigned to provide services at the Center under this agreement, the Compton District 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.
44. During the term 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 coverage 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

April 22, 2013

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.

45. During the term 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 insured under the policy or policies of insurance providing the coverage 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 coverage 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."
46. 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.
47. 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. Regardless of which party may initiate the termination of this Agreement, all parties shall meet with the President of ACCJC in order to completely understand the implications of terminating the partnership and the process required by ACCJC regarding the closure of the Center.

April 22, 2013

48. Notwithstanding anything in Section 47 to the contrary, in the event El Camino initiates termination of this Agreement by giving notice to the Compton District and the Board of Governors of its intent to terminate pursuant to the preceding section, the Chancellor 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 the Compton District 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.

49. 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 the Compton District:

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

To El Camino:

Superintendent/President  
EL CAMINO COMMUNITY COLLEGE DISTRICT  
16007 Crenshaw Boulevard  
Torrance, CA 90506

April 22, 2013

To the Chancellor and Board of Governors:

Chancellor  
CALIFORNIA COMMUNITY COLLEGES  
1102 Q Street  
Sacramento, CA 95811

50. 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 the Compton District and El Camino.

IN WITNESS WHEREOF, the parties have executed this agreement on, \_\_\_\_\_, **2013**.

COMPTON COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_  
Thomas E. Henry  
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.

\_\_\_\_\_  
Brice Harris  
Chancellor, California Community Colleges

April 22, 2013

## **Attachment - A**

### Requirements for Establishing Eligibility for Accreditation

#### Step 1- Establishing that the ACCJC Eligibility Requirements have been Met and Applying for Eligibility

Before making a formal application of any kind to the ACCJC, must first establish its eligibility, to become a Candidate for Accreditation. Criteria for establishing the Eligibility Requirements (ERs) include completing an assessment of the Center's relationship to the basic requirements for institutional eligibility and providing the Commission with a description (with relevant evidence) of how the institution meets standards in the following twenty-one areas:

#### **Eligibility Requirements**

- 1 Authority
- 2 Mission
- 3 Governing Board
- 4 Chief Executive Officer
- 5 Administrative Capacity
- 6 Operational Status
- 7 Degrees
- 8 Educational Programs
- 9 Academic Credit
- 10 Student Learning and Achievement
- 11 General Education
- 12 Academic Freedom
- 13 Faculty
- 14 Student Services
- 15 Admissions
- 16 Information and Learning Resources
- 17 Financial Resources
- 18 Financial Accountability
- 19 Institutional Planning and Evaluation
- 20 Integrity in Communication with the Public
- 21 Integrity in Relations with the Accrediting Commission

El Camino College is responsible for and is committed to the Center demonstrating that it meets the twenty-one basic criteria for institutional eligibility. When El Camino determines that the Center meets the Eligibility Requirements, El Camino will submit an eligibility application and supporting documented evidence asking for eligibility status for the Center. The Eligibility Application explains in detail how the institution meets each of the Eligibility Requirements and provides evidence to support the explanation.

Eligibility status is not a formal affiliation with the Commission, but it is a prerequisite, for an institution to be able to proceed to seek Candidacy status. If Eligibility is denied, the Commission will state which Eligibility Requirements the institution has failed to meet. If Eligibility is granted, the Commission notifies the institution in writing and develops a time frame for the institution's self-study for Candidacy.

(Time Line – 2006 to Point of Eligibility Application – This process can take several years, depending on the Center's adherence to and sustainability of the Eligibility Requirements)

## Step 2 – Candidacy Status

Once eligibility is granted, ACCJC develops a time frame for the Institution's self-study in preparation for the Candidacy review. The El Camino College Superintendent/President communicates the acceptance of or makes suggestions for modifications to the time frame. The Commission responds identifying a visit date. The Commission also invites Center staff to attend training for institutions undertaking the self-study. The Center will apply for candidacy status by completing and submitting a Self-Study Report using the Standards of Accreditation, the Self Study Manual, and other Commission policies and resources. This report needs to be supported by evidence that must be retained for later review by a visiting accreditation team.

Following submission of the Self-Study Report, the Commission will send a team to visit the Center for the purpose of determining if the institution meets the standards, policies and eligibility criteria of the Commission. The Commission team will verify how well the institution meets or exceeds the Standards of Accreditation. The steps for Candidacy remain separate and distinct from the steps to achieve Initial Accreditation. The visiting team report shall identify any perceived deficiencies in meeting Standards of Accreditation and any eligibility deficiencies. At its next regular meeting the Commission may grant the Center candidacy or provide for an extension, deferral, denial, or termination of candidacy. If Candidacy is denied, the institution may reapply for Candidacy by submitting another Self-Study Report after two years. If Candidacy is granted, the Center will be expected to remain in compliance with the standards of accreditation during the entire candidacy period, generally a period of at least two years. If granted, a timetable for Initial Accreditation is arranged by the Commission.



April 22, 2013

An institution that has achieved Candidacy status is an institution that has demonstrated that it minimally meets the Standards of Accreditation and has a limited time (four years total) to fully meet or exceed Standards. Candidacy status is a formal status of affiliation with the Commission and is awarded for two years. Under no circumstance may Candidacy status exceed a total of four years.

(Time Line – Eligibility Application Granted to Submission of Self Study – This process can take several years, depending on the Center’s adherence to and sustainability of the Eligibility Requirements and Standards of Accreditation – Typically a Self Study takes Two Years)

### Step 3 Achieving Initial Accreditation Status after Candidacy Status Granted

After at least two years as a candidate for accreditation, the Center will need to either apply for an extension of Candidacy beyond the initial two-year period, or apply for Initial Accreditation. To apply for Initial Accreditation, the Center must submit another Self-Study Report using the Standards of Accreditation, the Self Study Manual, and other Commission policies and resources. This Self Study Report is supported by evidence that the institution continues to meet the Eligibility Requirements as well as the ACCJC’s standards and policies. Following submission of the report, a team visits the institution for the purpose of ensuring the institution meets all standards of the Commission. Following the review of the self-study and team reports, the Commission will grant initial accreditation to a new college, extend the period of candidacy, or deny initial accreditation.

If initial accreditation is granted, the new college could be named “Compton College”. The new institution conducts a self-study and applies for reaffirmation every six years thereafter, which has several parts. These include a six-year comprehensive evaluation, a midterm evaluation in the third year, annual reports and annual fiscal reports to the Commission, and other progress and substantive change reports and visits as deemed necessary by the Commission.

The periodic self-study and comprehensive evaluation by a visiting team is a peer review of ongoing institutional good practices. An accredited institution is expected to meet or exceed Accreditation Standards and comply with Commission policies at all times.

Source: Eligibility, Candidacy and Initial Accreditation Manual, a publication of the Accrediting Commission for Community and Junior Colleges, August 2009.

April 22, 2013

## **Attachment B**

### **EL CAMINO COMMUNITY COLLEGE DISTRICT**

#### **CLASS TITLE: VICE PRESIDENT, COMPTON CENTER**

##### **BASIC FUNCTION:**

Under the direction of the Superintendent/President, serves as the chief academic and student services officer for the El Camino College Compton Education Center for the duration of the partnership. The vice president will provide leadership in the planning, development, and implementation of the District's instructional program, student services program and support services for the Center.

##### **REPRESENTATIVE DUTIES:**

Work collaboratively with the Compton Community College District CEO to assure Center institutional needs are met.

Develop, in conjunction with the CEO, enrollment goals that conform to the mission and priorities of the Center, allocate resources to attain those goals, and monitor achievement of the goals.

Work with the Vice Presidents of Academic Affairs and Student & Community Advancement and the leadership of the Compton Community College District to develop plans and procedures that enhance the academic and student services programs including the development of new programs and the redirection of existing programs to meet the instructional and student service needs of the Center's students.

Ensure that the operations at the Center are consistent with District policies and procedures, faculty and classified collective bargaining agreements, as well as applicable statutes and regulations including Title 5 (California Code of Regulations) and the Education Code.

Oversee the Center's educational programs, including academic affairs, accreditation activities, faculty initiatives, institutional effectiveness, workforce development, enrollment management and institutional research, including student and state databases.

Coordinate all activities in preparation of establishing eligibility for accreditation and serve as the liaison to the District's Accreditation Liaison Officer with the Accrediting Commission for California Community Colleges; monitor accreditation process and ensure that institutional self-studies are conducted and documented with appropriate constituency involvement.

Participate in budget planning, development, and implementation with responsibility for monitoring assigned budgets for academic affairs and student services.

April 22, 2013

Participate, together with the CEO and Superintendent/President, in the selection of all Center instructional and student services managers and faculty. Similarly, participate with the CEO in the selection of Compton District managers.

Work with academic and support staff, community organizations and regional businesses to identify educational needs and to foster effective relationships with and in support of the Center.

Supervise and evaluate the performance of assigned personnel, with input from the CEO, including the deans at the Center and faculty, classified and student employees in the academic and student services programs.

Guide the development of an effective professional development program at the Center.

Evaluate the effectiveness of the Center's overall instructional program and services and develop plans and policies for the improvement of this program by evaluating all curricula from educational, cost benefits, and personnel management perspectives.

Implement the academic program review process and ensure that all stakeholders have an opportunity to provide input into the development processes and incorporate the results into the planning process anticipating the personnel, facilities and equipment needs of each program and work closely with the CEO to address those needs.

Participate in planning the future of instruction at the Center by engaging academic personnel in educational master planning based upon a comprehensive program review; periodically assess community needs in relation to instruction; and identify data that support instructional planning.

Implement an effective operation of the Center in terms of class scheduling, budget development and monitoring, maintenance operations, personnel procedures, and coordination with programs at El Camino College.

Coordinate instructional needs with service areas such as Admissions and Records, Financial Aid, Public Information and Marketing, Counseling, Information Technology Services, Facilities Planning and Services, and Staff Development.

Perform related duties as assigned.

## **KNOWLEDGE AND ABILITIES:**

### **KNOWLEDGE OF:**

Planning, organizing, and directing an instructional program within an institution of higher education.

Budget preparation and controls.

Principles and practices of instruction, accreditation program review and planning.

Principles and practices of supervision and management.

Principles of class schedule development.

April 22, 2013

**ABILITY TO:**

Interpret and apply applicable statutes and regulations such as the Education Code and Title 5 (California Code of Regulations).

Provide overall leadership in planning, directing and evaluating an instructional program for the District.

Understand and be sensitive to the diverse academic, socioeconomic, cultural and ethnic backgrounds of students, including those with disabilities.

Work effectively within diverse student, staff, and community populations.

Communicate effectively orally and in writing..

Supervise the administration of the area budget.

Supervise and evaluate the performance of assigned staff.

Interpret, apply and explain rules, regulations, policies and procedures.

Establish and maintain cooperative and effective working relationships with others.

Operate a personal computer and assigned software.

Analyze situations accurately and adopt an effective course of action.

Plan and organize work.

Meet schedules and timelines.

Work independently with little direction.

Use interpersonal skills and exercise tact, patience and courtesy.

Resolve problems effectively using conflict resolution skills.

Direct the maintenance of a variety of reports and files related to assigned responsibilities.

Develop creative solutions.

Promote scholarship and professional development.

**EDUCATION AND EXPERIENCE:**

Requires a master's degree and three years of full-time post-secondary teaching experience and three years of academic leadership experience at the dean's level or the equivalent at an accredited institution of higher education or a master's degree, post-secondary teaching experience and five years of academic leadership experience at the dean's level or the equivalent at an accredited institution of higher education.

**DESIRABLE QUALIFICATIONS:**

Possession of an earned doctorate from an accredited institution is preferred.

**WORKING CONDITIONS:**

**ENVIRONMENT:**

Office work environment.

Attendance at multiple meetings.

Extended periods of sitting.

## **Attachment C**

### **CHIEF EXECUTIVE OFFICER**

#### **POSITION DESCRIPTION:**

Under the direction of the Special Trustee, the Chief Executive Officer (CEO) serves as the operational officer of Compton Community College District. The CEO currently reports directly to the Special Trustee of Compton Community College District and indirectly to the Superintendent/President of El Camino Community College District. Once eligibility is granted by the Accrediting Commission for Community and Junior Colleges (ACCJC) to the El Camino College Compton Center this position title will change to Provost/CEO reporting directly to the Superintendent/President of El Camino Community College and the Special Trustee of Compton Community College District. Upon achieving initial accreditation status by ACCJC, the El Camino College Compton Center will become known as Compton Community College and this position title will change to College President/CEO, reporting directly to the Superintendent/President of El Camino Community College and the Special Trustee of Compton Community College District.

#### **ESSENTIAL DUTIES/FUNCTIONS:**

- Work with the Special Trustee and the elected governing board of Compton Community College District in a way that provides adequate support for the board to follow its governing policies, upholds standards of practice, and promotes trustee and board development.
- Develop board meeting agendas that engage Special Trustees and the elected governing board of Compton Community College District in broad policy-level discussions and provide information and advice that assists the board in reaching wise policy decisions.
- Provide leadership and direction to the departments, offices and other operational units of the District.
- Work collaboratively with El Camino College to ensure effective support for, and close coordination with, the Center.
- Develop and oversee the execution of plans to enhance the quality of District operations.
- Anticipate the personnel, facilities and equipment needs of the District. Work closely with El Camino College to align those needs with personnel, facilities and equipment needs of the instructional and student services programs of the Center, and to address the needs of both the Center and the District in a reasonable and prudent manner.
- Encourage communication and orderly collaborative decision making within the District. In addition, together with El Camino College, encourage communication and orderly collaborative decision making between and among all faculty, staff and administrators working at both the Center and the District.
- Define organizational roles and relationships within the District so as to maximize their effectiveness.

**ESSENTIAL DUTIES/FUNCTIONS (Continued):**

- Develop, in conjunction with the El Camino College, the District's Annual Strategic Review, annual goals and an annual budget to support the achievement of the District's mission, goals and priorities. Allocate resources to attain those goals, and monitor achievement of the goals.
- Participate, together with El Camino College in the selection of District managers. Similarly, participate with the El Camino College in the selection of Center instructional and student services managers and faculty.
- Serve as the co-chair of the El Camino College Compton Center accreditation steering committee.
- Coordinate the evaluation of all District managers and staff.
- Guide the development of an effective professional development program at the District.
- Represent the District in community, state, and national activities.
- Provide active guidance, support and oversight to groups like the Measure CC Bond Citizens Oversight Committee, Foundation for the Compton Community College District, and the Special Trustee Advisory Committee.
- Perform related duties as assigned.

Once eligibility is granted by the Accrediting Commission for Community and Junior Colleges (ACCJC) to the El Camino College Compton Center the following duties will be added to this position:

- Work with the El Camino College Vice Presidents of Academic Affairs and Student & Community Advancement to develop plans and procedures that enhance the academic and student services programs including the development of new programs and the redirection of existing programs to meet the instructional and student service needs of the Center's students.
- Ensure that the operations at the Center are consistent with El Camino College and Compton Community College District policies and procedures, faculty and classified collective bargaining agreements, as well as applicable statutes and regulations including Title 5 (California Code of Regulations) and the Education Code.
- Oversee the Center's educational programs, including academic affairs, accreditation activities, faculty initiatives, institutional effectiveness, workforce development, enrollment management and institutional research, including student and state databases.
- Participate in planning the future of instruction at the Center by engaging academic personnel in educational master planning based upon a comprehensive program review; periodically assess community needs in relation to instruction; and identify data that support instructional planning.
- In conjunction with the El Camino College Compton Center accreditation liaison, coordinate all activities needed for accreditation, monitor participation in those activities, and ensure that institutional self-studies are conducted and documented with appropriate constituency involvement.

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

- Planning, organizing, and directing an institution of higher education.
- Principles and practices of supervision and management.
- Budget preparation and controls.
- Principles and practices of instruction, accreditation, program review and planning.

**ABILITY TO:**

- Interpret and apply applicable statutes and regulations such as the Education Code and Title 5 (California Code of Regulations).
- Provide overall leadership in planning, directing and evaluating programs and services for the District.
- Understand and be sensitive to the diverse academic, socioeconomic, cultural and ethnic backgrounds of students, including those with disabilities.
- Work effectively within diverse student, staff, and community populations.
- Communicate effectively orally and in writing.
- Supervise the administration of the institution's budget.
- Supervise and evaluate the performance of assigned staff.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Establish and maintain cooperative and effective working relationships with others.
- Operate a personal computer and assigned software.
- Analyze situations accurately and adopt an effective course of action.
- Plan and organize work.
- Meet schedules and timelines.
- Work independently with little direction.
- Use interpersonal skills and exercise tact, patience and courtesy.
- Resolve problems effectively using conflict resolution skills.
- Direct the maintenance of a variety of reports and files related to assigned responsibilities.
- Develop creative solutions.
- Promote scholarship and professional development.

**REQUIRED QUALIFICATIONS:**

- An earned master's degree from an accredited higher education institution.
- Successful senior administrative-level experience in progressively responsible, reasonably related executive positions.
- Demonstrate a strong record of achievement that includes administrative experience in educational institutions, business, industry, government and/or non-profit organizations.
- Demonstrated sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation and ethnic backgrounds of community college students.

**DESIRED QUALIFICATIONS:**

- An earned doctorate degree from an accredited higher education institution
- Senior administrative leadership experience in higher education.

April 22, 2013

- Teaching/counseling experience in higher education.

**WORKING CONDITIONS:**

- Travel within and outside of the District in performing responsibilities and functions.
- Office work environment.
- Attendance at multiple meetings.
- Extended periods of sitting.