

November 9, 2016

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

This Agreement is made and entered into on the **10th day of November, 2016**, by and between the El Camino Community College District (hereinafter referred to as “El Camino”), acting by and through its Superintendent/President, appointed by the El Camino Community College District Board of Trustees, and the Compton Community College District (hereinafter referred to as “Compton District”), acting by and through its Chief Executive Officer (CEO), appointed by the Compton Community College District Board of Trustees. Collectively, El Camino and Compton District are referred to as “The Parties”.

The Parties acknowledge that the California Community Colleges Chancellor’s Office (hereinafter referred to as “Chancellor”) has a vested interest in the success of the partnership between the Parties and the students in Compton District. The Parties also acknowledge that the Chancellor has the authority to appoint a Special Trustee to assist Compton District and exercise the authority provided by law and specified by the Chancellor. The Parties agree to work with the Chancellor and Special Trustee, as appropriate, to accomplish the goals set forth in this agreement.

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, Chancellor's Special Trustee, Superintendent/President of El Camino, Compton District CEO, ACCJC, faculty, staff, students and administrators of El Camino and the Compton District;
 - 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
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 positively assist El Camino 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, Compton District CEO, and the Chancellor's Special Trustee will meet with the ACCJC and the Chancellor to discuss progress toward the Center meeting all Eligibility Requirements and Accreditation Standards, and Commission Policies as necessary for obtaining institutional accreditation.

* 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 C, for information purposes only, and the Parties understand and agree that scheduling outlined in Attachment C is a goal, not binding and may not be achieved despite the good faith efforts of the Parties.

Compton Center/ Compton District Management Structure

4. The Compton District Board of Trustees and the Chancellor's Special Trustee shall appoint a full-time CEO (Attachment A – Description of Compton District CEO position). The CEO will serve as the chief executive and operational officer for the Compton District. The CEO will report to the Compton District Board of Trustees. The CEO shall manage the operations of the Compton District and shall manage the Compton District Measure CC and Measure C Bond funds. In addition, as noted in Section 5 below the CEO shall serve as the Provost of the Center.
5. El Camino shall appoint a Provost (Attachment B – Description of Provost position). The Provost is responsible for all aspects of the Compton Center including its instructional programs, student services, and other programs and services. As Provost, the Provost/CEO will report to the Superintendent/ President of El Camino; as CEO to the Compton District Board of Trustees.
6. Upon achieving ACCJC accreditation, 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 Compton District Board of Trustees. The Superintendent/President of El Camino, the Chancellor's Special Trustee and the Compton District Board of Trustees will mutually agree on the selection of the President/CEO. Upon receiving notice of accreditation status from ACCJC, El Camino and the Compton District will meet to discuss a plan to coordinate the implementation of this Section.
7. The Compton District Board of Trustees, the Chancellor's Special Trustee, and the Superintendent/President of El Camino shall conduct an annual evaluation of the Provost/CEO. Such evaluation shall comply with any requirements set forth in the contract of employment with the Compton District CEO and duties outlined in the Provost position description.
8. The Superintendent/President, Compton District Board of Trustees, and the Chancellor's Special Trustees 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. The Compton District shall be responsible for the salary, benefits and other remuneration of the Provost/CEO.
9. 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

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party shall have any responsibility for the salary or benefits of the other party's employees.

El Camino and the Center

10. 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 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.
11. 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, and subject to funding, El Camino may include the following among the programs and services it provides at the Center:
 - A. Credit and non-credit courses and programs; library and learning resource center services; counseling; admissions and records; financial aid; student development; transfer center services; athletics; international students; relations with schools;
 - B. EOPS, Special Resources Center (DSPS), CalWORKs, GAIN, TANF, Student Equity, Student Success and Support Program (SSSP), 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; and special programs and services such as the Foster/Kinship Care Program.
 - C. 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;
 - D. Health Services offered at the Center that are separate and independent of the health services offered at El Camino; and the Compton District shall assess and benefit from those fees; and
 - E. 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."

12. The educational programs and student support services offered at the Center shall be clearly identified exclusively as 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. El Camino reserves the right to change, alter or modify the educational programs and services provided at the Center. Furthermore, as more fully specified in Sections 7, and below in Sections 16.A, 16.B, and 17, below, El Camino shall have authority over faculty and staff qualifications and evaluation of their performance.
13. 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 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.
14. 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.
15. 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, ASB Student Representation fees, and Health Services 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.
16. 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

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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 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.
17. El Camino, acting through its Provost, 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. 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 circumstances that El Camino believes warrant the reassignment.
18. 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.
19. 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 Compton District Board of Trustees 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

20. 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.”
21. Under direction from Compton District Board of Trustees the Compton District CEO shall manage the following operations: 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 Compton District Board of Trustees; and all other business, legal and administrative activities that relate primarily to the management of the Compton District).
22. 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.
23. All real property leases securing the Compton District bonds shall be leased by the Compton District, and not the Center or El Camino.
24. 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.
25. The Compton District shall receive apportionment for El Camino courses provided at the Center.
26. 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

27. 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 achieve Candidacy and initial accreditation for its Center. 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 obtain initial accreditation within five (5) years of this Agreement. The Parties, however, understand that this goal may not be achieved despite the good faith efforts of the Parties.
28. 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/CEO of Compton College, and the Chancellor's Special Trustee. The Parties shall prepare the Compton District to assume authority over Compton College by assuring that the operation of Compton College is consistent with ACCJC Standards, Eligibility Requirements, and Commission policies.
29. 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 El Camino 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, budget and schedule will be adhered to resulting in the timely completion of the project(s).

30. 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 Chancellor's Special Trustee shall meet with the Compton District CEO to resolve the concerns.
31. The following shall apply to El Camino management of the Center operations pursuant to Section 27 & 28 and consistent with sections 10 & 11, 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 support 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. El Camino requires that no funds of the Compton District are expended or committed without approval of the El Camino Superintendent/President, or designee.

Budget Development and Monitoring

- 32. The Provost/CEO, shall set up an annual budget development procedure that includes a budget development calendar. 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;
 - B. an operating budget for the Compton District for the upcoming fiscal year; and
 - C. a projected budget for the Center and Compton District for each of the two succeeding fiscal years.
- 33. Before adopting the annual budget, the Provost/CEO shall determine if the Superintendent/President concurs with the proposed budget. If the Superintendent/President concurs, the budget will be presented to the Compton District Board of Trustees for adoption as specified in section 33. If the Superintendent/President does not concur, the Compton District Board of Trustees working with 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 49 shall be automatically invoked.
- 34. Once the Compton District Board of Trustees 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.

35. Once the annual budget is adopted by the Compton District Board of Trustees, the Superintendent/ President, Chancellor's Special Trustee and the Provost/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 shall be pre-approved by the Superintendent/ President prior to the Compton District Board of Trustees 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 Compton District Board of Trustees.
36. If the parties are unable to reach concurrence on this Agreement's contract provisions and/or the adopted budget, the Superintendent/President of El Camino, Compton District CEO, and the Chancellor's Special Trustee are required to meet jointly with the Chancellor of the California Community Colleges for dispute resolution.

Recruitment, Retention, Marketing and Enrollment

37. 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.
38. The Provost 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.
39. By April 15 of each academic year the Provost 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.
40. 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 and comment on the report(s) prior to submittal to the Chancellor's Office.

Miscellaneous

41. Under the terms of this Agreement, and in accordance with AB318 the parties acknowledge that the Compton District Board of Trustees has assumed authority of the Compton District.
42. Under the terms of this Agreement, and in accordance with AB318 and Title 5, the parties acknowledge the Chancellor's authority to maintain a Special Trustee at the Compton District to assist with the progress of the Compton District and the Center. Consistent with applicable laws, the Chancellor may grant the Special Trustee various duties and levels of authority at Compton District, including "Stay and Rescind" authority. The Parties anticipate that the Chancellor's Special Trustee will work with the Superintendent/President of El Camino and Compton District CEO on the Center accreditation efforts. El Camino and the Compton District shall work in good faith in collaboration with the Special Trustee to address issues or concerns that may arise regarding the Parties' implementation of this Agreement.
43. 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.
44. Effective in 2006 and increased annually by inflation thereafter, the Chancellor, acting under their 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.
45. 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.

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46. 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 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 \$2,000,000 per claim.
47. 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.”

48. 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.
49. 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. The parties will also meet within thirty (30) days of a termination notice to discuss the termination in a good faith effort to address the termination's fiscal and programmatic impacts. Regardless of which party may initiate the termination of this Agreement, the 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.
50. Notwithstanding anything in Section 49 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 Compton District CEO shall immediately act to terminate the agreement pursuant to Education Code Section 74292(1) (2), which explicitly authorizes the Chancellor's Special Trustees to initiate termination of agreements with a partner district. Thereafter, the Chancellor's 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.

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51. 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:

Chief Executive Officer
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

To the Chancellor and Board of Governors:

Chancellor
CALIFORNIA COMMUNITY COLLEGES
1102 Q Street
Sacramento, CA 95811

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52. 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, and assented to in writing by the Chancellor.

IN WITNESS WHEREOF, the Parties have executed this agreement on the 10th day of November, 2016.

COMPTON COMMUNITY COLLEGE DISTRICT

By _____
Keith Curry, Ed.D.
Chief Executive Officer

EL CAMINO COMMUNITY COLLEGE DISTRICT

By _____
Dena P. Maloney, Ed.D.
Superintendent President

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

CALIFORNIA COMMUNITY COLLEGE CHANCELLORS OFFICE

By _____
Erik Skinner
Interim Chancellor

November 9, 2016

Attachment A

PROVOST/ CHIEF EXECUTIVE OFFICER

FLSA: EXEMPT

POSITION DESCRIPTION: Under the direction of the Superintendent/President of El Camino Community College District and the Special Trustee and the Governing Board of Compton Community College District, the Provost/CEO serves as the operational officer of Compton Community College District to plan, organize, coordinate and direct the educational programs and activities of the El Camino College Compton Center. 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.

CEO ESSENTIAL DUTIES/FUNCTIONS:

Work with the Special Trustee and elected Governing Board of Compton Community College District in a way that provides adequate support for the board to follow its governing policies. Uphold standards of practice, and promote trustee and board development.

Develop board meeting agendas that engage the Special Trustee and elected Governing Board of Compton Community College District in broad policy-level discussions. Provide information and advice that assists the board in reaching wise policy decisions.

Provide leadership and direction to departments, offices and other operational units of the District.

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. 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 conjunction 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 to maximize their effectiveness.

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 El Camino College in the selection of Center 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 with community, state, and national activities.

Provide active guidance, support and oversight to groups like the Measure CC Citizens' Bond Oversight Committee, Foundation for the Compton Community College District, and the Special Trustee Advisory Committee.

Perform related duties as assigned.

PROVOST ESSENTIAL DUTIES/FUNCTIONS:

Work with the El Camino College Vice Presidents 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.

Implement the El Camino College annual strategic plan and demonstrates, through long-term and annual operational plans, how the annual priorities will be achieved at the Compton Center.

Assures adherence to El Camino College policies and procedures and assumes compliance with rules, regulations and laws of federal, state and accrediting agencies.

Develop the enrollment goals that conform to the mission and priorities of El Camino College; allocate resources to attain those goals; monitor and evaluate those goals.

Promote student enrollment, success, and retention.

Ensure that the operations at the Center are consistent with El Camino Community College District 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.

Serve as the Chief Student Services officer for the Compton Center.

In conjunction with the El Camino College Compton Center Accreditation Liaison Officer, coordinate all activities needed for accreditation, monitor participation in those activities, and ensure that the institutional self-evaluation is conducted and documented with appropriate constituency involvement.

Promote and support participatory governance.

Direct the development, preparation and implementation of the Compton Center budget. Prepare recommendations as appropriate regarding budget allocations.

Participate in the selection of all Center managers and faculty.

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.

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

Represent and effectively promote the Compton Center through outreach and active participation in community programs and civic organization functions.

Supervise and evaluate the performance of assigned Compton Center personnel.
Perform related duties as assigned.

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.

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.

EDUCATION AND EXPERIENCE:

Master's degree from an accredited higher education institution.
Successful senior administrative-level experience in progressively responsible, reasonably related executive positions.
A strong record of achievement that includes administrative experience in educational institutions, business, industry, government and/or non-profit organizations, with the ability to solve complex problems.
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.
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.

Compton District Board Approved: June 16, 2015

November 9, 2016

Attachment B

CLASS TITLE: PROVOST

BASIC FUNCTION:

Under the direction of the Superintendent/President plan, organize, coordinate and direct the educational programs and activities of the El Camino College Compton Center. Provide leadership in the planning, development, and implementation of the El Camino Community College District instructional and student services programs at the Compton Center.

The Provost will also serve as the CEO of Compton Community College District, reporting to the Special Trustee of Compton Community College District.

REPRESENTATIVE DUTIES:

Work with the El Camino College Vice Presidents to develop plans and procedures to 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.

Implement the District's annual strategic plan and demonstrates, through long-term and annual operational plans how the annual priorities will be achieved at the Compton Center.

Assures adherence to District's policies and procedures and assumes compliance with rules, regulations and laws of federal, state and accrediting agencies.

Develop the enrollment goals that conform to the mission and priorities of El Camino College; allocate resources to attain those goals; monitor and evaluate goals.

Promote student enrollment, success, and retention.

Ensure that the operations at the Center are consistent with El Camino College Community College District 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.

Serve as the Chief Student Services officer for the Compton Center.

In conjunction with the El Camino College Compton Center Accreditation Liaison officer, coordinate all activities needed for accreditation, monitor participation in those activities, and ensure that the institutional self-evaluation is conducted and documented with appropriate constituency involvement.

Promote and support participatory governance.

Direct the development, preparation and implementation of the Compton Center budget. Prepare recommendations as appropriate regarding budget allocations.

Participate in the selection of all Center managers and faculty.

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.

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

Represent and effectively promote the Compton Center through outreach and active participation in community programs and civic organization functions.

Supervise and evaluate the performance of assigned Compton Center personnel.

Perform related duties as assigned.

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 Center.

Work effectively within diverse student, staff and community populations.

Communicate effectively orally and in writing.

Supervise and evaluate the performance of assigned staff.

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

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:

Master's degree from an accredited higher education institution.

Successful senior administrative-level experience in progressively responsible, reasonably related executive positions.

A strong record of achievement that includes administrative experience in educational institutions, business, industry, government and/or non-profit organizations, with the ability to solve complex problems.

Sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation and ethnic backgrounds of community college students.

DESIRABLE QUALIFICATIONS:

An earned doctorate degree from an accredited higher education institution

Senior administrative leadership experience in higher education.

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.

El Camino College Board Approved: June 15, 2015

Attachment - C

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, the Center 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 ACCJC with a description (with relevant evidence) of how the institution meets standards in the following twenty-one areas:

Eligibility Requirements

1. Authority
2. Operational Status
3. Degrees
4. Chief Executive Officer
5. Financial Accountability
6. Mission
7. Governing Board
8. Administrative Capacity
9. Educational Programs
10. Academic Credit
11. Student Learning and Achievement
12. General Education
13. Academic Freedom
14. Faculty
15. Student Support Services
16. Admissions
17. Information and Learning Resources
18. Financial Resources
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. In fall 2014, El Camino determined that the Center met the Eligibility Requirements, and on January 22, 2015, El Camino College submitted an eligibility application and supporting documented evidence asking for eligibility status for the Center. The Eligibility Application explained in detail how the Compton Center met each of the Eligibility Requirements and provides evidence to support the explanation. On March 26, 2015, the Compton Center was granted Eligibility status by ACCJC.

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. In June 17, 2015, the Commission notified El Camino College in writing that eligibility was granted, ACCJC developed a time frame for the institution's Self-Evaluation Report and Application for Candidacy.

(Time Line – Eligibility was granted to the Compton Center on March 26, 2015)

Step 2- Candidacy Status

Once eligibility is granted, ACCJC developed a time frame for the Institution's s Self-Evaluation Report and Application for Candidacy. The El Camino College Superintendent/President communicated the acceptance of the time frame. The Commission responded and identified a visit date. The Commission also invited Center staff to attend training for institutions undertaking the Self-Evaluation Report. The Center will apply for candidacy status by completing and submitting a Self-Evaluation Report and Application for Candidacy using the Standards of Accreditation, the Accreditation Reference Handbook, 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-Evaluation Report and Application for Candidacy, 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-Evaluation Report and Application for Candidacy after two years. If Candidacy is granted, the Center will be expected to remain in compliance with the standards of accreditation during the entire

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candidacy period, generally a period of at least two years. If granted, a timetable for Initial Accreditation is arranged by the Commission.

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 Evaluation Report – This process can take several years, depending on the Center’s adherence to and sustainability of the Eligibility Requirements, Standards of Accreditation and Commission Policies – Typically a Self-Evaluation Report and Application for Candidacy 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-Evaluation Report using the Standards of Accreditation, the Accreditation Reference Handbook, and other Commission Policies and Resources. This Self-Evaluation 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-Evaluation Report 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 will be named “Compton College”. The new institution conducts a Self-Evaluation Report and applies for reaffirmation every six years thereafter, which has several parts. These include a seven-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-Evaluation Report 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.

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Step 4- Achieving Approval of a Substantive Change Proposal – Change in Control of the Institution

After achieving initial accreditation El Camino College and the Compton District will prepare and submit a substantive change proposal requesting the Compton District to assume authority over Compton College. As part of the substantive change process the Commission requires a visit within six months of the change to verify that the Compton District has the human, physical, technology, and financial resources reported in the Substantive Change Proposal.

Sources:

Eligibility, Candidacy and Initial Accreditation Manual, a publication of the Accrediting Commission for Community and Junior Colleges, August 2015.

Substantive Change Manual, a publication of the Accrediting Commission for Community and Junior Colleges, July 2016.