



## **EL CAMINO COMMUNITY COLLEGE DISTRICT**

**16007 Crenshaw Boulevard, Torrance, California 90506-0001**

**Telephone (310) 532-3670 or 1-866-ELCAMINO**

October 13, 2010

Board of Trustees  
El Camino Community College District

Dear Members of the Board:

Welcome to the October 18, 2010 Board meeting agenda and information packet. The meeting, the last during daylight savings time this year, will be held in the Haag Recital Hall. Parking will be reserved for you near the Police office.

As you know, we have been informed that there may be a large contingent from Compton to speak on various issues.

This, coupled with a relatively large agenda and important considerations in Closed Session, will most likely require a long Board meeting. Food will be provided between the open meeting and the closed session.

The agenda includes a notice of public hearing on November 15, 2010, to declare Trustee Area 1 seat vacant. The wording of the agenda item for the November Board meeting is noticed for information under the Superintendent and Board of Trustee's section of the agenda.

The Board should consider the audience and management of the remainder of the agenda. Public comment on consent agenda items can be limited or managed through Board Policy 2350, attachment A. It is also noted you may have Assemblymembers desiring to speak on consent and/or non-consent agenda items. You should clearly establish and announce guidelines prior to public comments.

The consent agenda is highlighted by the following:

1. Academic Affairs includes authorization for students to attend Mathematics, Engineering, Science Achievement (MESA) activity at the NASA National Community College Aerospace Scholars program.
2. Student and Community Advancement includes an expulsion. The details are covered in a memo under separate cover. If a Board member wishes to discuss this issue, we would go into closed session and return to make an announcement on the Board's action.

3. There are two grant acceptances included on the agenda. The first is a four-year \$300,000 grant with each funding year totaling \$75,000 for Child Development Center activities. In the second one, El Camino College has been awarded a five-year grant from the Department of Education totaling \$3.25 million under Title V for the Development of Hispanic-Serving Institutions. The first-year allocation of the grant is the amount of \$637,207. The purpose of the grant is to improve graduation rates, completion rates in English, reading, mathematics and transfer preparedness. We are focusing our attention on these grants.

The Accreditation Substantive Change Proposal recognizes the addition of courses that constitute 50% or more of a program offered through a mode of distance electronic delivery. A draft of the Accreditation Follow-Up Report was included in the September Board meeting and is now available through a link on the Board agenda.

4. Administrative Services and Measure E – Routine items are supplemented with Item E, Contract for Soils Testing of the Mathematics, Business and Health Sciences building. As part of this review, the firm selected will also provide an opinion on the appropriateness of the recommendation to export and import soil. Two firms responded to our request. MACTEC Engineering & Consulting is the firm recommended for this peer review. Once the Board has taken action, MACTEC is prepared to move quickly to provide an analysis. The MACTEC proposal for Peer Review, September 27, 2010, is included at attachment B.

Additionally, the change orders for the Bookstore renovation are all due to District-requested items.

5. Human Resources highlights routine activities and Item D approves the two-year contracts for all El Camino College Vice Presidents with salaries as shown on the Board agenda.
6. The Superintendent and Board of Trustees section includes the previously mentioned informational language for the next Board meeting's public hearing and Declaration of Vacancy for the Trustee Area 1 seat.

The Board of Trustees evaluation for your 2009-2010 goals is where each year we get into a discussion of using the questionnaire to evaluate your individual appraisal of all members activities. Now would be the time to discuss how to complete the questionnaire.

Item D may be the most important item on the agenda for many visitors, the Process to Accreditation, our internal planning document for initial steps for eligibility for our Compton Center and a comment about accreditation candidacy.

As mentioned previously, Assemblyman Isadore Hall, III, invited his friends to join him in addressing you on accreditation, agenda items, and a number of other issues. His announcement is attachment C.

After the consent agenda, naturally, the non-agenda speakers would be recognized.

Closed session includes the opportunity to discuss the student expulsion if you so choose, existing litigation with attorney Mr. Larry Frierson and Labor Relations discussions with Attorney Mr. Spencer Covert.

Please note some other important matters:

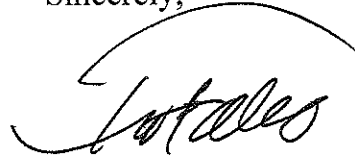
1. Special Trustee Peter Landsberger's excellent memo of October 1, 2010, to State Chancellor Jack Scott.
2. Report on the Humanities building water leak and soil issues.
3. As you may know, another cause célèbre has been a series of e-mails on Calendar Committee discussions and recommendation on Winter Intersession. Please note Dr. Nishime's memo of October 6, 2010 on this topic.
4. Report on the Atlantis Grant.
5. City Honors Updates, Inglewood, October 12, 2010, memo from Claudia Lee to Francisco Arce; Robin Dreizler's memo of September 28, 2010, to Thelma Brown, Principal, City Honors High School, and a listing of the City Honors course offerings.
6. During the last Board meeting a question was raised about the Board of Trustees ability to increase its own compensation. I inadvertently misinformed you—you do have the right to change your compensation. Attached California Education Code 72024 with additional information.
7. California Community Colleges Chancellor Jack Scott Comments on the State budget Passed by the Legislature, October 8, 2010.
8. Memo from Chancellor Jack Scott, October 7, 2010, regarding the Implementation of SB 1440, Student Transfer, along with announcement of a Joint Task Force to Implement the Community College Transfer Bill.

As you are aware, the California Community College Board of Governors will meet on the El Camino College campus on November 8<sup>th</sup> and 9<sup>th</sup>. We are still working with the Chancellor's Office but want to be sure you save time for an afternoon reception on

November 8<sup>th</sup>. Any other proposed interactions will be sent in a subsequent communication.

Please budget extra time for this Board meeting. In the meantime you may contact Kathy or me with any questions, comments or concerns. I will be in my office from 3 p.m. on Monday, October 18<sup>th</sup> if you wish to arrive early.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Fallo', with a large, sweeping arch over the name.

Thomas Fallo  
Superintendent/President

TF/kao

Cc: Vice Presidents, Director, Community Relations



## PUBLIC RELATIONS & MARKETING

### MEMORANDUM

Ann M. Garten, Director, Community Relations

Date: October 13, 2010  
To: President Fallo  
From: Ann M. Garten  
Re: Follow up on the Atlantis Grant

In working with vice presidents Arce and Nishime, I have obtained the following additional information on the Atlantis grant and the activities surrounding the application for the grant and the Department of Education's notice of intent to award.

In April 2010, when Dr. Arce was asked to approve and sign off on the Atlantis grant, he reminded the requestor that the district was not authorizing international travel for faculty members during the regular semesters while they were teaching. He was informed that the travel associated with the Atlantis grant was to take place during winter and summer sessions and would not impact teaching during the fall and spring semesters. Dr. Arce provided this information to President Fallo when he presented the grant for signature.

In September 2010, when advised that the Department of Education had notified El Camino College of their intent to award this grant and name ECC as the fiscal agent, it was brought to Dr. Arce's attention that the travel for the project manager (a teaching faculty member) would be during the fall semester. Dr. Arce reminded all of the district's current practice of not sending teaching faculty members out of the country during the regular semesters when such travel would cause them to be absent from the classroom. He also noted that the international travel was for early October, and in accordance with BP 7400 (attached), "The Board must approve all travel outside the United States in advance". Since the travel dates were for early October, prior to the October 18 board meeting, there would be no way for the Board to approve travel in advance.

At this point Dr. Arce and Dr. Nishime recommended that the requestor ask the Department of Education if ECC could participate without the faculty member traveling out of country in October. They also suggested inquiring to determine if CSU Dominguez Hills (another participant in the project) would be willing to serve as the fiscal agent. The report back from the ECC Child Development Program was that if the faculty member was unable to travel to Germany in October 2010, we would not be awarded the grant; and further, CSU Dominguez Hills was not interested in serving as the fiscal agent.

Based on the information that the Department of Education would not award the grant to ECC unless the faculty member was able to travel to Germany in October 2010, and the fact that there was no way possible to obtain Board approval prior to the out of country travel dates, President Fallo made the determination that El Camino College would be unable to accept the Atlantis grant. President Fallo immediately provided this information to Dr. Arce and also to the Board of Trustees at the September 7, 2010 meeting.

At this time Dr. Arce contacted Bakersfield College was contacted (which has a similar child development program) to see if they would be willing to serve as the fiscal agent for this grant. As this process was proceeding, the ECC faculty contacted the local newspaper to inform them that ECC had "turned down a grant for \$180,000". At no time did faculty contact Dr. Arce, or any other member of President's Cabinet prior to contacting the media.

Please let me know if you need additional information.

**Board Policy 7400****Travel**

El Camino Community College District encourages employees to attend conferences, meetings, and activities that will promote their professional growth. These professional growth activities should be related to the educational and professional changes and innovations of the employees' positions, their divisions/departments, and the mission and goals of the College.

In accordance with this philosophy, the Superintendent/President is authorized to attend conferences, meetings and other activities that are appropriate to the functions of the District.

In addition, the Superintendent/President shall establish procedures regarding the attendance of other employees at conferences, meetings, or activities. These shall include procedures regarding the authorization of expenses, advancement of funds, and reimbursement, in accordance with the relevant bargaining unit agreements.

The Board must approve all travel outside the United States in advance.

Replaces Board policy #4332

## **Board Policy 2350 Speakers**

Persons may speak to the Board either on an agenda item or on other matters of interest to the public that are within the subject matter jurisdiction of the Board.

Oral presentations relating to a matter on the agenda, including those on the consent agenda, shall be heard before a vote is called on the item.

Persons wishing to speak to matters not on the agenda shall do so at the time designated at the meeting for public comment.

Those wishing to speak to the Board are subject to the following:

1. The President of the Board may rule members of the public out of order if their remarks do not pertain to matters that are within the subject matter jurisdiction of the Board or if their remarks are unduly repetitive.
2. Employees who are members of a bargaining unit represented by an exclusive bargaining agent may address the Board under this policy, but may not attempt to negotiate terms and conditions of their employment. This policy does not prohibit any employee from addressing a collective bargaining proposal pursuant to the public notice requirements of Government Code Section 3547 and the policies of this Board implementing that section.
3. No member of the public may speak without being recognized by the President of the Board.
4. Each speaker will be allowed a maximum of five minutes in the aggregate on all agenda items. Each speaker will be allowed at least five minutes on non-agenda items. Thirty minutes shall be the maximum time allotment for public speakers on any one agenda item regardless of the number of speakers. At the discretion of a majority of the Board, these time limits may be extended.
5. Each speaker coming before the Board is limited to one presentation on agenda items before the Board, and to one presentation per meeting on non-agenda matters.

Reference:

Government Code Sections 54950, *et seq.*;  
Education Code Section 72121.5



engineering and constructing a better tomorrow

September 27, 2010

Mr. Bob Gann  
Director  
Facilities Planning & Services  
El Camino Community College District  
16007 Crenshaw Boulevard  
Torrance, California 90506

Subject: **Proposal for Peer Review  
Proposed New Math/Business Classroom Building  
El Camino College  
16007 Crenshaw Boulevard  
Torrance, California  
MACTEC Proposal 4953-10-9266**

Dear Mr. Gann:

We appreciate your request to submit this proposal to perform a peer review of the geotechnical services provided for the subject project on the El Camino College campus in Torrance, California. You have provided us with copies of the following project documents for our review:

- Revised Preliminary Geotechnical Engineering and Engineering Geology Investigation, dated June 24, 2008, prepared by Koury Geotechnical Services, Inc.
- Supplemental Geotechnical Engineering and Engineering Geology Investigation Report, dated November 7, 2008, prepared by Koury Geotechnical Services, Inc.
- Supplemental Geotechnical Engineering Report, dated April 14, 2009, prepared by Koury Geotechnical Services, Inc.
- Supplemental Geotechnical Engineering Recommendations, dated November 24, 2009, prepared by Koury Geotechnical Services, Inc.

This proposal includes a description of the proposed project, our scope of services, a schedule, and a lump-sum fee, and has been tailored to meet the needs of the project and fulfill your requirements. However, should the outlined services not meet your expectations of the assignment, we would appreciate the opportunity to discuss your concerns and make adjustments as necessary.



## **Relevant Experience**

We are familiar with the soil and ground-water conditions beneath the campus, having previously performed numerous geotechnical investigations at the campus under the name of LeRoy Crandall & Associates and Law/Crandall, Inc., both MACTEC legacy firms. Our experience at and in the vicinity of the subject project site and with similar projects will be used in our review.

## **Project Information**

We understand that the original geotechnical investigation for the subject project was performed by Koury Geotechnical Services, Inc. (Koury) and geotechnical inspection and testing services during construction were provided by Converse Consultants (Converse). Based on our conversation with you, the finding in the original Koury report that the on-site soils were low to moderately expansive was modified by Converse during construction. Converse found that the on-site soils were highly expansive and required their removal and replacement with imported soils up to 5 feet below foundations, which required an overall excavation depth of up to 13 feet.

## **Proposed Services**

We propose to review our extensive prior data on the El Camino College campus along with the recommendations of Koury and Converse (when available) and provide our opinion on the appropriateness of the recommendation for the excavation and import of up to 13 feet of fill for the subject project.

## **Schedule**

For your planning purposes, we anticipate that we can submit a formal letter report within two weeks of receiving written authorization to proceed. However, we should be provided with the Converse report(s) as soon as possible.

## **Fees**

The fee for the outlined peer review will be a lump sum of \$5,000. We will invoice monthly and on completion of our review.

The lump-sum fee will be valid for a period of 90 days from the date of this proposal. Our fee does not include additional services or work requested by you or your other consultants, or by the controlling public agencies during the review process.

### **Authorization**

To authorize us to proceed, please complete and sign the attached Proposal/Work Acceptance Sheet and return one completed copy to us. A self-addressed envelope is included for your convenience. Please note that the terms included in the Proposal/Work Acceptance Sheet are part of this proposal.

### **Other Available Services**

In addition to the geotechnical services presented in this proposal, MACTEC can provide the following services:

- Comprehensive geotechnical investigations.
- Geotechnical inspection and testing services.
- Construction materials inspection and testing.
- Environmental site assessments.
- Geologic-seismic hazards studies.
- Ground motion studies.
- Underground storage tank removal.
- Remediation services for decontamination of soil and ground water.
- Asbestos abatement services, including survey, plans and specifications, monitoring, and project management of removals.

We would be pleased to furnish you with additional information on the above services.




September 27, 2010

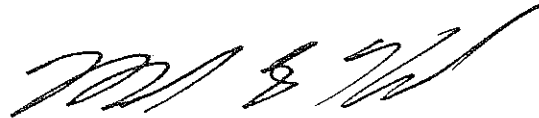
We appreciate the opportunity to submit this proposal and would be pleased to work with you and your design consultants on this project. Please contact us if there are any questions regarding the scope of the outlined services.

Sincerely,

**MACTEC Engineering and Consulting, Inc.**



Mark A. Murphy, G.E. 2777  
Senior Engineer  
Project Manager



Martin B. Hudson, Ph.D., G.E. 2570  
Chief Engineer

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(2 copies submitted)

Attachments: Proposal/Work Acceptance Sheet  
Self-Addressed Envelope



## PROPOSAL/WORK ACCEPTANCE SHEET

Project Name ("Project"): New Math/Business Classroom Building - El Camino College

Proposal No. ("Proposal"): 4953-10-9266

Date of Proposal: September 27, 2010

Project Location ("Site"): 16007 Crenshaw Boulevard, Torrance, CA

Office Designation: Los Angeles

### CLIENT INFORMATION

Client Name: El Camino Community College District

Attention: Mr. Bob Gann

Address: 16007 Crenshaw Boulevard, Torrance, CA 90506

E-mail Address:

Telephone Number:

Fax Number:

Scope of Authorized Services ("Scope"): Please refer to ☒ the attached Proposal, which is incorporated herein by reference, or ☐ if no Proposal, the following Scope N/A.

This agreement ("Agreement") is effective this 27th day of September, 2010 ("Effective Date") by and between El Camino Community College District, with offices at the location set forth above, ("Client") and MACTEC Engineering and Consulting, Inc., with offices at 5628 e. Slauson Avenue, Los Angeles, CA 90040, ("MACTEC") (individually, "Party", and, collectively, "Parties"). In consideration of the mutual covenants expressed herein, the Parties agree as follows:

- STANDARD OF CARE.** MACTEC will perform the Scope referenced above and in any subsequent change order (collectively, "Services") as an independent contractor, using that degree of skill and care ordinarily exercised under similar conditions by reputable members of MACTEC's profession practicing in the same or similar locality at the time of performance ("Standard of Care"). NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any claim that Client may bring against MACTEC with respect to the Services must be commenced within one (1) year after the date on which Client first knew or should have known of the deficient Services upon which the claim is based.
- OPINIONS OR ESTIMATES OF COST.** If included in the Scope, MACTEC will provide cost estimates based on MACTEC's experience on similar projects, which are not intended for use by Client or any other party in developing firm budgets or financial models, or in making investment decisions. Client agrees that any opinion of cost is still merely an estimate.
- PAYMENT.** Client will pay MACTEC for performing the Services in accordance with the fee provisions contained in the Proposal or the Scope, as applicable. MACTEC's invoices are due upon receipt. If payment is not received within thirty (30) days from the date of MACTEC's invoice, Client also will owe interest on the unpaid balance at a rate equal to the lesser of one and one-half (1½ %) percent per month or the maximum legal rate. MACTEC may suspend the performance of the Services when any invoice is past due.
- OWNERSHIP OF DELIVERABLES AND RELATED DOCUMENTS.** Upon payment in full therefor, all reports, drawings, plans, designs and other documents prepared by MACTEC and identified in the Proposal or the Scope as deliverable to Client (collectively, "Deliverables"), excluding all intellectual property rights therein, will become the property of Client.

Client agrees as follows: (i) the Deliverables (a) may be used and relied upon only by Client and, subject to the terms of this Agreement, its design team solely for the design of the Project, (b) will not be used other than for the Project, but may be submitted for any necessary regulatory approval, (c) may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by, MACTEC and (d) will reflect MACTEC's findings as to conditions that existed only at the time the Services were performed; (ii) MACTEC (a) makes no representations as to any facts or assumptions provided to, but not independently verified by, MACTEC and (b) may rely on all of the information and data provided by Client to MACTEC being accurate and complete; (iii) any third party who wishes to rely on any Deliverables must first sign MACTEC's Secondary Client Agreement; and (iv) if Client requests Deliverables on electronic media, the electronic copy may be inaccurate or incomplete and the document retained by MACTEC will be the official document, and any modification(s) of the electronic copy made by Client will be at its own risk. Client hereby releases, defends, indemnifies, and holds harmless MACTEC Group from and against all claims, settlements, judgments, awards, costs, expenses, liabilities, damages, penalties and interest, including reasonable attorney's fees and litigation expenses, (collectively, "Liabilities") asserted against, or incurred by, MACTEC Group related to the breach by Client of any of the foregoing agreements; provided, if Client is a federal, state or municipal government or authority, or agency or political subdivision thereof, it has no obligation to defend or indemnify MACTEC.

The MACTEC Group is defined as including it and its parent, subsidiaries, affiliates, contractors, subcontractors, and agents, including their respective officers, directors, employees, successors and assigns.

- LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF MACTEC GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENCE

Proposal No. 4953-10-9266

ACT(S), ERROR(S) OR OMISSION(S) OF MACTEC IN PERFORMING PROFESSIONAL SERVICES SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES PAID TO MACTEC BY CLIENT UNDER THIS AGREEMENT, WHICHEVER IS GREATER ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST MACTEC GROUP, OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF MACTEC GROUP IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client acknowledges and agrees that (i) but for the LIMITATION, MACTEC would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the LIMITATION as part of an "arms-length" transaction, (iii) the LIMITATION amount may differ from the amount of professional liability insurance required of MACTEC under this Agreement, (iv) the LIMITATION is merely a limitation of, and not an exculpation from, MACTEC's liability and does not in any way obligate Client to defend, indemnify or hold harmless the MACTEC Group, (v) the LIMITATION is an agreed remedy, and (vi) the LIMITATION amount is neither nominal nor a disincentive to MACTEC performing the Services in accordance with the Standard of Care.

6. **INDIRECT DAMAGES.** EACH PARTY HEREBY WAIVES ITS RIGHTS TO RECOVER FROM THE OTHER PARTY ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION), RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, OR BOTH.
7. **SITE OPERATIONS.** Unless expressly stated in the Proposal or the Scope, (i) the Services do not include (a) surveying to determine the location(s) for any test(s), boring(s) or well installation(s) ("Locations") or (b) the restoration of damage(s) which is reasonably necessary to perform the Services and (ii) any Locations made by MACTEC in the field are only estimations. Any depths, dimensions, or elevations used by MACTEC in performing the Services are only estimations or approximations.
8. **SITE RESPONSIBILITY.** Client will provide MACTEC with access to the Site and all available Site information deemed necessary by MACTEC. The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by MACTEC. Client agrees that each such other party will be solely responsible for its working conditions and safety on the Site. MACTEC's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that MACTEC is not responsible for safety or security at the Site, other than for MACTEC's employees, and that MACTEC does not have the right or duty to stop the work of others.
9. **SAMPLES AND WASTES.** If Client directs MACTEC to retain any samples after they are tested, MACTEC will take reasonable steps to retain them, at Client's expense, but only for a mutually acceptable time. MACTEC reserves the right to refuse storage of any samples. If the samples or wastes resulting from the Services or any soils or materials contain asbestos, molds, fungi, bacteria, viruses, hazardous materials, radioactive or toxic substances, pollutants and/or their constituents (collectively, "Contaminants"), MACTEC, as an independent contractor and at Client's direction and expense, will either (i) return such samples, wastes, soils or materials to, or leave them with, Client for appropriate disposal or (ii) using a manifest signed by Client as generator and arranger, transport such samples, wastes, soils or materials to an approved facility selected by Client for final disposal, using a transporter selected by Client. At no time will MACTEC assume possession or title, constructive or express, to any such samples, wastes, soils, or materials. If Client requires MACTEC to execute any manifest, Client hereby authorizes MACTEC to sign solely as an independent contractor for Client, and Client hereby expressly agrees to remain the sole generator and arranger of such samples, wastes, soils, or materials.
10. **SITE CONDITIONS.** Prior to commencement of the Services, Client will inform MACTEC in writing of all known conditions, whether related to any Contaminants or otherwise, ("Conditions") that exist on or near a Site and present a potential danger to health, the environment or MACTEC's equipment or personnel, or that may impact performance of the Services. Should MACTEC encounter Conditions which were (i) not reasonably anticipated, (ii) subsurface or otherwise concealed physical Conditions that differed materially from those indicated in this Agreement or (iii) unknown physical Conditions of an unusual nature that differed materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, MACTEC shall promptly provide notice to Client before the Conditions are disturbed. Client shall promptly investigate such Conditions. If, in MACTEC's reasonable opinion, the Conditions cause an increase or decrease in MACTEC's cost of, or time required for, performance of any part of the Services, Client shall issue a change order with an equitable adjustment in MACTEC's compensation, schedule, or both. In the event no change order is agreed to, MACTEC reserves the right to either (i) suspend its performance until a change order is agreed to or (ii) discontinue its performance and terminate this Agreement. Client hereby releases, defends, indemnifies, and holds harmless MACTEC Group from all Liabilities related to exposure to, or release or dispersal of, Contaminants on or about the Site, except to the extent that the Liabilities are determined to have been caused by the negligence of, or the violation of any law by, MACTEC; provided, if Client is a federal, state or municipal government or authority, or agency or political subdivision thereof, it has no obligation to defend or indemnify MACTEC.
11. **EXCUSABLE DELAY.** MACTEC will not be in breach of this Agreement due to any delay or failure to perform any obligation if such delay or failure results from circumstances beyond its control. In the event of any such delay, MACTEC will be entitled to an extension of time to put its performance back on schedule, and MACTEC will be compensated for any resulting increased costs of performance.
12. **TERM AND TERMINATION.** The term of this Agreement shall commence on the Effective Date and end when the Services have been completed and final payment to MACTEC has been made, unless earlier terminated by Client for its convenience upon fourteen (14) days prior written notice to MACTEC. In such event, Client will take possession of the Site and the materials and equipment thereon, provided that such materials and equipment have been paid for by Client. MACTEC will be paid for all Services performed up

Proposal No. 4953-10-9266

to the effective date of termination, plus reasonable demobilization expenses and expenses related to the cancellation of previously-placed orders and other commitments regarding the Project.

13. **DISPUTE RESOLUTION.** The Parties shall undertake in good faith to settle all disputes, controversies, or differences between them that relate to the performance of a Party under this Agreement (individually, "Dispute" and, collectively, "Disputes") by means of amicable discussions. All Disputes shall be dealt with as follows:

Any time there is a Dispute, either Party may send a detailed, written description of the Dispute ("Claim") to the other Party. If the Dispute is not resolved during the first fourteen (14) days following receipt of the Claim, either Party may seek to have the Dispute resolved by non-binding mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association.

If the Parties then have not either resolved the Dispute or agreed in writing to resolve the Dispute by binding arbitration, either Party, after sixty (60) days following receipt of the Claim, may seek a resolution in any state or federal court that has the required jurisdiction ("Court"). However, either Party also may apply to a Court for an order, if necessary, granting preliminary relief to maintain the status quo, to avoid irreparable injury or to obtain other emergency relief. Despite such application, the Parties will continue to participate in good faith in the procedures specified in this Section 13.

The procedures specified in this Section 13. shall be the sole and exclusive procedures for the resolution of Disputes. TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

14. **INSURANCE.** MACTEC maintains the following insurance coverages:

- a. Workers' Compensation Insurance – statutory amount.
- b. Commercial General Liability Insurance - \$1,000,000 per occurrence/\$2,000,000 aggregate.
- c. Automobile Liability Insurance- \$1,000,000 combined single limit.
- d. Professional Errors & Omissions - \$1,000,000 per claim/\$1,000,000 aggregate.

15. **ASSIGNMENT.** During the term of this Agreement and thereafter, neither Party may assign this Agreement without the written consent of the other Party; provided, Client acknowledges that MACTEC may subcontract portions of the Services to, and/or utilize employees of, its affiliated companies in performing the Services without its approval.

16. **SURVIVAL.** All of Client's and MACTEC's obligations and liabilities, including, but not limited to, Client's defense and indemnification obligations and the limitation of liability provision in Section 5, shall survive completion of the Services and the expiration or termination of this Agreement.

17. **SEVERABILITY.** If any provision(s) of this Agreement is deemed invalid or unenforceable, it is the intent of the Parties that the remaining provisions shall continue in full force and effect and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties or deleted if a valid or enforceable interpretation is not possible under applicable law.

18. **NO CONSTRUCTION AGAINST THE DRAFTER.** Since each of the Parties has had an opportunity to negotiate the terms and conditions expressed herein, this Agreement will not be construed more strictly against either Party as the drafter.

19. **INTEGRATION.** This Agreement, any attached exhibits and any change order(s) constitute the entire Agreement between the Parties and supersede any previous written or oral contracts or negotiations. This Agreement and the Scope can only be changed by a written amendment or change order signed by both Parties. The Parties agree that there are no actual or intended third party beneficiaries of this Agreement, except for each member of the MACTEC Group (other than MACTEC) and as expressly permitted by MACTEC in writing.

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Georgia, without giving effect to its choice of law principles.

21. **PREVAILING WAGE LAWS.** Client represents and warrants that the Project is not a public works project which is subject to any federal or state prevailing wage law ("Law"). In the event that any Law requires MACTEC to pay a prevailing wage rate for all or any portion of the Services, Client agrees to defend, indemnify and hold harmless the MACTEC Group from and against any and all Liabilities related to MACTEC's failure to comply with that Law, including, but not limited to, Client's obligation to pay MACTEC the applicable wage rate differential to be paid to each applicable employee in order to comply with that Law, in addition to the same mark-up that was calculated on the originally-billed wage rate.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

MACTEC Engineering and Consulting, Inc.

El Camino Community College District

\_\_\_\_\_  
Signature of Authorized MACTEC Representative

\_\_\_\_\_  
Signature of Authorized Client Representative

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Proposal No. 4953-10-9266

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**THIS SECTION FOR MACTEC'S INTERNAL USE ONLY IF PREPARED AS A WORK ACCEPTANCE SHEET**

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Signature of Preparer

License No.

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Signature of Reviewer

License No.

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Print Name and Title

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Print Name and Title

STATE CAPITOL  
P.O. BOX 942849  
SACRAMENTO, CA 94249-0052  
(916) 319-2052  
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Assembly  
California Legislature



ISADORE HALL, III  
ASSEMBLYMEMBER, FIFTY-SECOND DISTRICT  
ASSISTANT SPEAKER PRO TEMPORE

COMMITTEES  
APPROPRIATIONS  
GOVERNMENTAL ORGANIZATION  
HUMAN SERVICES  
RULES



October 5, 2010

Dear Friends:

Please join me and the Compton Center community at the El Camino College Board of Trustees meeting on Monday, October 18, 2010 at 4:00 p.m. They will be discussing the feasibility of the Center becoming an independent community college. I will personally address the board on critical issues that include:

- Receiving accreditation for "Compton Community College"
- Getting high-end classes returned to Compton (i.e., radiology, engineering, pharmacy technician, pre-med)
- Acknowledgement and contract extension for Dr. Lawrence Cox
- Financial accountability

I need your help. Please save the date and join me in helping the Compton Center stand on its own by attending the El Camino College Board of Trustees meeting. If you would like more information, please contact Minister Tatum at (323) 635-8933.

Thank you, and I am proud to represent you in the California State Assembly.

Sincerely,

A handwritten signature in cursive script that reads "Isadore Hall III".

ISADORE HALL, III  
Assistant Speaker pro Tempore  
52<sup>nd</sup> Assembly District



**OFFICE OF THE SPECIAL TRUSTEE  
COMPTON COMMUNITY COLLEGE DISTRICT**

Memorandum

To: Chancellor Jack Scott  
From: Peter J. Landsberger, Special Trustee  
Re: Compton CCD Update  
Date: October 1, 2010

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The following is a brief up-date on the Compton Community College District, its progress towards recovery and the effort to obtain accreditation for the El Camino College Compton Center. Overall, I'm pleased to report that progress continues to be steady and that the district's recovery, as monitored by the Fiscal Crisis and Management Assistance Team (FCMAT), remains on track.

- Enrollment growth at the Compton Center is consistent and strong. During 2009-2010, credit enrollment grew to 5600 FTES from slightly more than 4500 the previous year. This year, enrollment is on track to grow to 6400 FTES. Fortunately all of this growth will be funded because A.B. 318 included special funding stabilization provisions for Compton. Without those provisions, Compton's recovery would have been impossible.
- The district ended the 2009-2010 fiscal year with a positive general fund ending balance of \$1.15 million. The budget for 2010-2011, which includes more than \$250,000 in "backfill" for State budget cuts to categorical programs, is balanced and includes a reserve for contingencies equal to 5% of budgeted expenditures.
- At the beginning of the calendar year, El Camino and Compton restructured their partnership. A significant component of the restructuring was the dissolution of the combined Provost/CEO position at Compton and the appointment of a new, full-time El Camino Vice President for the Compton Center who is located full-time on the Compton campus. Under the new organization, Compton's CEO (reporting to the Special Trustee and Compton's Board) manages District operations — business services, human resources, facility planning and development, maintenance and operations. El Camino's new V.P. (reporting to El Camino's President) manages all Center operations, both academic affairs and student services. This new arrangement has clarified lines of authority and lead to improvements in the instructional and student services programs that FCMAT has observed and commented on favorably.
- Compton and El Camino are committed to obtaining independent accreditation for the El Camino College Compton Center in accordance with A.B. 318 and their partnership agreement. They have now developed an internal planning document that outlines the process to obtain accreditation, the manner in which it will be organized, and the anticipated

timeline for each phase of the process. Based in part on that document, staff is now preparing a report, entitled "Brick by Brick: The Road to Recovery," that will be widely disseminated in the community.

- FCMAT teams visited Compton last spring shortly before the end of the academic year. It is anticipated that FCMAT will issue a new Progress Report based on those visits by the end of October. In general, for the 150-plus standards FCMAT uses to evaluate Compton's performance, the district needs scores of at least "6," which indicates that "elements of the standard are implemented, monitored and becoming systematic." In FCMAT's Fourth Six-Month Progress Report, released in February, 2010, Compton earned average scores that ranged from 5.47 to 7.10. While no official word has been received from FCMAT regarding the content of the upcoming report, Compton anticipates that scores in most categories will continue to show improvement.

Equally important, FCMAT has announced its intent to modify its standards so that they more closely conform to the ACCJC's accreditation standards. In addition, FCMAT will change the format and timing of its visits to Compton. By making these changes FCMAT hopes to ensure that its continuing review of the Compton's performance will provide a good benchmark for progress toward accreditation and external validation that the district and El Camino are effectively implementing their accreditation plan.

- Until last November, two of the five positions on Compton's Board of Trustees were vacant. As a consequence, a full board has been seated for only ten months. Even though the legal power and authority of the Board is still held and exercised by the Special Trustee, the elected Board members participate as a part of the overall governance team at Compton. They are also engaged in an on-going series of professional development activities aimed at enhancing the contribution Board members make to the full recovery of the district and the success of the partnership with El Camino. The Board's ability to make a consistent and increasingly substantive contribution to the achievement of those ends will be critical to the district's long term future.
- Several important capital improvement projects at Compton are underway or about to begin. Construction to fix major defects in the Library/Learning Resources (LRC) building has commenced, Phase 1 of the \$50 million-plus Infrastructure Improvement Project will get underway sometime after the end of the calendar year, and the district expects the Division of the State Architect to approve plans for the renovation of "Little Theater," one of few facilities on campus with the capacity to seat more than a few dozen people.
- The RPgroup selected Compton as one of the fifteen institutions in California to receive technical assistance as a part of the group's Bridging Research, Information, and Culture (BRIC) Technical Assistance Program. BRIC is an initiative designed to strengthen cultures of inquiry and evidence in California community colleges and Compton is very gratified to be include as a participant in this important and exciting initiative.

Finally, the following article appeared in the Torrance Daily Breeze on September 13, 2010.

## Compton college on the mend

By Rob Kuznia Staff Writer  
Daily Breeze

Posted:09/13/2010 06:48:03 AM PDT

Four years ago, when El Camino College near Torrance took Compton Community College under its suburban wing after the scandal-plagued school was shut down, many thought the move was crazy.

After all, the Compton school was arguably the most spectacular community-college failure in California's history. In 2006, it became the first - and heretofore only - community college in the state to have its accreditation revoked.

The dissolution capped a nightmare saga involving rigged enrollment figures, disorganized payrolls, construction boondoggles and embezzling officials - at least one of whom was carted off to jail.

And then there's the fact that the campus is located in a city infamous for political corruption, violent crime and gangsta rap.

Taking on the rescue project seemed risky at best.

But now, with the state budget crisis wreaking havoc on community colleges across California, the El Camino Compton Center has turned out to be a surprising blessing in disguise for South Bay students who've found themselves crowded out of the classes they need to move forward.

It also appears that El Camino's temporary stewardship is breathing new life into a campus that was on a death spiral. Since the 2006 takeover - which will end once Compton is able to resume independence - Compton's total enrollment has shot up to 6,400 from a nadir of about 2,500. The current enrollment slightly exceeds the head count before everything fell apart, officials say.

"My assertion is that it has not only been a success, it's been a resounding success," said El Camino College President Thomas Fallo.

El Camino faculty members are less exultant.

"We're in it now and we need to see it finished," said Elizabeth Shadish, a philosophy professor and the president of the El Camino faculty union. Shadish said the partnership appears to be working on the whole, but said some haven't been fully compensated for their extra efforts.

Whatever the case, it's been an unexpected boon for local students. Due largely to layoffs and an unusually large high school graduating Class of 2010, El Camino and other community colleges are brimming with near record enrollment.

At the same time, the state's budget malaise has forced El Camino College and others to cut courses. The end result: a record number of students on waiting lists.

Many of the out-of-luck El Camino students have found an improbable savior in the Compton campus. Last fall, roughly 200 of Compton's students came from ZIP codes within the bounds of the El Camino campus near Torrance. Officials believe the figure for this fall is higher.

Student Ruth Ayka, who currently works the graveyard shift at a freight-forwarding company in Hawthorne but is going back to school to become a nurse, said she initially didn't like the idea of coming to the Compton campus.

"Compton has a reputation," she said. "But it was either come here or don't take the class."

This semester, Ayka and two friends discovered that their physiology class at the Torrance campus was full. All three are taking the class in Compton.

"I love the professor - he's really good," she said.

The same thing happened last year to Jilane Thomas, a recent graduate of Redondo Union High School. Last semester, she discovered that the classes she needed at El Camino were maxed out. She reluctantly signed up for classes at the El Camino Compton Center, and was pleasantly surprised.

"I realized the parking was a lot more convenient," she said. "Basically any class on the list was open. It's just way, way, way less crowded."

El Camino administrators say the unexpected benefits to students from the Torrance-area campus is just one sign that the partnership is working.

El Camino faculty members, who generally started out skeptical, are warming to the idea, according to a survey released this summer.

"For the most part, what the (survey) data shows, is for the most part this is successful," acknowledged Shadish, who was a vocal critic of the plan early on, before becoming president.

"We had some very difficult bumps to get over in the beginning of the partnership because no one was very clear about what the goal was for El Camino."

Why adopt Compton?

President Fallo says that, from a strategic standpoint, El Camino College had little to gain from the arrangement. The motivation was largely altruistic, although El Camino administrators and faculty do receive stipends for extra duties performed.

The Compton school was in a life-threatening bind: the state chancellor of community colleges had put out a call for proposals to turn the school around. No community colleges

came forth.

Fallo said he often explains his motivation for pursuing the matter by putting a twist on a famous Martin Luther King Jr. quote about injustice: "Support for education anywhere is support for education everywhere," Fallo said.

"To see a community lose hope for college - to me it was unbelievable," he added. "I just didn't think that something like that can or should happen."

The agreement does not come at the expense of El Camino's coffers; the state still covers the cost of Compton's employees, academic programs and other expenses. The state also gives El Camino about

\$4 million a year to cover stipends and other expenses for employees who devote time and energy to Compton's recovery. (El Camino's total general fund budget amounts to about \$130 million.)

The monthly stipends range from \$50 to \$500, depending on the employee.

Fallo, whose annual salary is \$277,000, was offered a stipend of \$36,000, but turned it down.

Shadish of the faculty union said some employees have not always received the stipends they were due. She added that many faculty members believe in the cause, and would help even if there was no extra pay in store.

What chafes, she said, is "the disconnect between the selling of the project and the reality."

The move four years ago happened in the nick of time: El Camino stepped in just before the Compton campus - established in 1927 - rolled off the cliff.

In June 2006, the accrediting commission - the Western Association of Schools and Colleges - officially shut down the school. To prevent an all-out closure, Santa Monica College offered summer school courses. But that agreement was stopgap, set to expire by fall. If El Camino didn't step up by summer's end, the Compton campus would close.

El Camino's board of directors almost said "no thanks." In late July 2006, they agonized over the matter and voted 3-2 to go forward - with one member flip-flopping his preference at the last minute. (The board later voted on the move again in unanimous support.) A logistical obstacle course awaited: School started the very next month.

All students had to be un-enrolled from Compton Community College - which no longer exists - and re-enrolled at El Camino. Classes needed to be revamped to meet El Camino's standards for rigor.

The first year was chaotic. But over the years, enrollment stabilized. Recent audits have concluded that the finances are improving significantly. What's more, in 2009, the accrediting agency renewed El Camino College's accreditation - Compton center and all - without equivocation.

Although the current partnership is temporary, officials have been reluctant to say when the Compton campus will regain autonomy. Initial estimates ranged from eight to 10 years, meaning the process would now be about halfway over. But Fallo said he intends to take as much time as is needed to do it right.

#### A colossal mess

It's difficult to overstate the drama of Compton College's unraveling.

The corruption and mismanagement had dragged on for at least a decade. Audits turned up an embarrassment of fraud and abuse.

In 2005, a former college trustee, Ignacio Pena, went to jail after pleading guilty to embezzling about \$1 million by setting up dummy courses that vacuumed taxpayer dollars. His wife was also arrested.

But that was just the iceberg's tip. Money from academic programs such as Upward Bound was allegedly siphoned and spent on tickets to professional basketball games and trips to amusement parks. The payroll was in such disarray that a maintenance employee who'd been gone for three months was still getting paid.

All told, officials estimate that about \$5 million was stolen by various people from 2003 to 2005.

To this day, the campus harbors a few unfortunate monuments from that era of graft and mismanagement.

The campus swimming pool, for instance, has been closed since at least 2005 because it leaks.

The most visible relic is the two-story library learning research center encased in glass panels. A state-funded, \$14 million edifice, the building went up around 2005. At first glance, it's impressive. But due to slipshod designs - the curved glass panels were not properly installed - it has never opened. The matter is tied up in litigation. (Crews are scheduled to start removing the glass panels on Monday.)

#### A one-man board

About the same time the college's accreditation was revoked, the state - through Assembly Bill 318 - stripped Compton's board of trustees of all legal authority. The board still meets every month, but only as an advisory body. In place of the governing board, the state chancellor of community colleges appointed a single trustee with executive power.

That person is now 63-year-old Peter Landsberger, a retired administrator who most recently served as the chancellor of the Los Angeles Community College District. (The first appointed trustee was Thomas Henry.) Landsberger currently commutes to the Compton campus a few times a week from the San Jose area.

Asked how the recovery is going, Landsberger - who oversees the Compton district's budget, while the El Camino board and administration oversee the center's academic and

student support programs - is guardedly upbeat.

"It's about where I hoped and expected it would be - maybe a little ahead of the curve," he said.

Still, Landsberger said some weak spots remain. Chief among them is effectively improving the public's perception of Compton.

"If any legitimate criticism is to be made on the extent and speed of improvements, it's been communicating effectively to our local community," he said. "I don't think we've done a superlative job there. We've done a decent job."

Where information lacks, he said, preposterous rumors flourish, such as the one purporting that the glass-building debacle is evidence that El Camino is siphoning Compton's bond money.

Also, the recovery recently hit a bump in the road with the resignation of a respected chief business official, who took a job elsewhere.

Not least, there are the buildings themselves, most of which look "tired and worn down," he said.

Nonetheless, spirits are up.

The recent faculty survey indicates that the Compton faculty members are more supportive of the partnership than El Camino's faculty.

Saul Panski, a history instructor and the president of the Compton Center's faculty council, credits Landsberger and Fallo both for what he believes has been a smooth process.

"It's a good day when you see the corridors full of students again," Panski said. "It's good to have people trying to find a parking space again."

rob.kuznia@dailybreeze.com

**Humanities Building soils issue:**

Earlier this year vertical cracks in some drywall partition walls were observed on the first floor of the Humanities Building. A geotechnical firm was commissioned to investigate the cause and in July performed soil borings at three locations inside the building. The investigation concluded portions of the first floor concrete slab were raised due to over expansion of the underlying soil. The over expansion is likely caused by excess water from the adjacent landscaping planters migrating under the building and being absorbed by the soil. The report also provided recommendations to remediate the water migration. The report's conclusions and recommendations are currently being evaluated by staff, the project architect and structural engineer. A recommendation will be forthcoming in the near future.



### **Humanities Building water leak:**

A portion of the Humanities Building suffered a substantial water leak resulting in damage to the first and second floors of the west side of the building, an area housing primarily faculty offices. This event occurred around 4:20 a.m. on Thursday, September 30. There was a failure in a coupling that connects copper and steel piping in that building's closed loop hot water system. The following actions were taken:

1. In-house staff immediately began extracting water in the impacted area.
2. Service Masters (a company specializing in water recovery) began extracting water and moisture within hours. They also began the removal of damaged building materials (dry wall, insulation, carpet, ceiling tiles).
3. Forensic Analytical (a company specializing in material and air analysis) was quickly on site and worked with Service Master on the extent of building materials that required removal.
4. Faculty were provided limited access to teaching materials residing in these offices.
5. As a cautionary preventative measure, Southland Industries (a company with plumbing specialization) has replaced all similar couplings and repaired the affected piping.
6. SWACC (our primary risk coordinator) notified the applicable insurance company and a claims adjuster and representative are documenting damages.
7. Forensic Analytical has now authorized the packing, removing and relocation of materials in these offices.
8. Alternative office spaces have been identified for faculty office relocation.
9. S & M (moving company) will be assisting faculty in these moves.
10. The carpet replacement is on order; due to the delivery dates of carpet, it is currently estimated that repairs will be completed in December.

**To:** Humanities Division Faculty and Staff

**From:** Tom Lew, on behalf of Vice Presidents Francisco Arce and Jo Ann Higdon

**Subject:** Status: Water Coupling Break–Humanities Building

On October 4, 2010, a meeting was held in H-114 to provide information regarding the major water intrusion that occurred on Thursday, September 30, 2010. This memorandum is intended to provide an overview of that meeting for faculty and staff who were unable to attend.

Those in attendance voiced the following concerns:

1. the safety of the building,
2. the water additive,
3. any residue remaining after evaporation,
4. any mold, air quality issues that could develop,
5. relocation plans.

#### **Environmental Health:**

The District contracted Forensic Analytical Consulting Services (FACS), environmental health consultants, to provide moisture assessment/impact evaluations for the Humanities Building immediately after the recovery efforts began on the morning of September 30. Representatives from FACS explained what their investigation addresses:

1. identification of the extent of the water intrusion,
2. identification of the affected building materials and contents,
3. monitoring the corrective action, and
4. assessing the chemical make-up of the source water.

Their scope of work includes the following:

1. *Conduct multiple site inspections.*
  - α. as dry-out efforts progress, FACS will conduct multiple site evaluations for moisture impact including visual assessment, moisture meter readings, and thermal imaging/photo documentation.
2. *Perform environmental sampling.*
  - α. FACS will collect samples of the source water in order to analyze the chemical make-up.
3. *Analysis and report generation.*
  - α. Upon completion of the items listed above, FACS will prepare a written report including a discussion of methodology, sample results and impact assessment, conclusions, and any further recommendations for clean-up/remediation.

### **The Water Additive—Aqua Serv 8230**

The additive released in Thursday's incident, Aqua Serve 8230, is designed to provide an anti-corrosive to the water within the closed loop system for the heating and air conditioning of the building. The ingredients are primarily sodium compounds diluted to approximately 200-300 parts per million (ppm). Exposure to the compounds, described as irritant salts, carries very low risk at these concentrations, and the effects, if any, are short-term.

### **Clean-Up and Recovery**

The clean-up process began almost immediately after the release of the water. Dehumidifiers were placed along the faculty corridors, and plastic coverings were placed over desks and file cabinets. It was important to dry the affected areas as quickly as possible to prevent mold, and efforts the last few days appear successful.

In some offices, however, classroom materials and books suffered water damage. There should be no problems with materials that were not saturated. Some care, however, should be taken with materials that were saturated. Once these materials dry, some irritant salt residue may remain, so caution should be used when handling to prevent any residue from entering the eyes if rubbed with your hands. Representatives from FACS have taken air/surface samples for analysis, and as soon as we are informed of the results, that information will be shared.

The carpets and some of the dry wall in the affected offices will have to be replaced, and this process could take two months or longer. For this reason, faculty with offices in the affected areas will need to be relocated, probably for the duration of the semester.

### **Relocation Plans**

Ann Ashcraft has been contacting faculty regarding alternative office space, either elsewhere in the Humanities Building or to other buildings on campus. The director of facilities has also been working with us to establish a timetable for packing and moving faculty books and materials, as well as relocating to other office space. More information on these activities will be forthcoming shortly.

On behalf of Vice President Francisco Arce and Vice President Jo Ann Higdon, I wish to thank all of you for the patience and forbearance you have demonstrated during this unexpected adventure.

**Oswald, Kathy**

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**From:** Higdon, Jo Ann  
**Sent:** Friday, October 08, 2010 2:16 PM  
**To:** Fallo, Thomas  
**Cc:** Oswald, Kathy  
**Subject:** Follow Up

**A cut and paste of Tom Lew's memo:**

**TO:** Humanities Division Faculty and Staff  
**CC:** Dr. Arce, Dr. Higdon, Dr. Nishime, Dr. Solomita, Ms. Garten  
**FROM:** Tom Lew  
**DATE:** October 7, 2010  
**SUBJECT: More on the Big Move**

---

As you probably know by now, the drying phase of the building recovery has been completed. Analysis of the sodium compounds contained in the water released onto the second and first floors has indicated that the residue is minor and that its composition is roughly comparable to table salt.

Consequently, the outer doors to the faculty office suites on the second and first floors have been reopened, so that faculty can enter their offices and pack materials. Some of you will want boxes moved to your new office locations. Please write your name on the box and the destination for the box (e.g., Admin. 131). For those of you who have forgotten where you're going, Ann will be getting a chart out very soon.

Some of you will want some materials stored. Please place your name on the box and write *storage* and your original office location so that the box can be returned to you. These materials will be placed in the storage area near the Manhattan Beach modules until the building's offices are ready to be reoccupied, probably not until January or February of next year.

The outer doors will remain open Friday, until 4:30 p.m., and Monday and Tuesday, until 10 p.m. each evening. We have been assured by facilities that plenty of boxes will be available, as well as wrapping materials for items that will not fit into the boxes. Contact facilities at ext. 3692 if you need assistance with packing. Please leave your packed boxes in your offices. A moving company will arrive Wednesday to remove them from there.

Even though the sodium residue is no more harmful than table salt, please take care not to rub your eyes with your hands if you touch any of your materials that have been exposed to noticeable quantities of the residue. A report on the water analysis will be coming shortly.

For those of you who have inquired, progress continues on making the main elevator operable.

Most importantly, the restrooms to both floors have been reopened, a major relief to all of us.

Call us if you have questions. We appreciate your patience.

RECEIVED

OCT - 7, 2010



El Camino College  
Office of the Vice President-Student & Community Advancement  
Dr. Jeanie Nishime, Vice President

October 6, 2010

TO: President Thomas M. Fallo

SUBJECT: WINTER INTERSESSION RECOMMENDATION

According to the Winter Intercession Survey, keeping the current schedule was overwhelmingly favored by Compton Center employees (66% vs 33%) while evenly divided at El Camino College (ECC) (47% vs 46%). The Calendar Committee was divided in its preference, with four managers and one classified representative preferring the proposed calendar which eliminates winter intercession and adds two, back-to-back summer sessions. The second classified representative, two faculty members and student representative favored the current calendar. The third faculty member had some misconceptions regarding the impact of the calendar changes so his preferences were not clear. He thought ECC would lose students to Santa Monica College during the winter. However, moving the spring semester into January would not allow students to take a winter intercession elsewhere. He also thought faculty could meet during the winter intercession, but did not realize that option would be voluntary.

*Pros for the winter intercession:* The Transfer Coordinator and Honors Transfer Faculty Coordinator argued that the winter intercession was critical for students transferring to the UC and CSU systems. Admission requirements stipulate that all required courses be completed by the spring term prior to a fall transfer. Because of the budget situation, winter and spring transfers to UC and CSU have been curtailed. In addition, many Ed Plans have been completed with winter intercession in the mix. Honors Transfer students were surveyed and overwhelmingly (85%) supported having a winter intercession. One classified representative indicated that winter was an important time for classified staff in divisions to "catch-up" from the constant scheduling mode. A faculty member advocated for more winter offerings because of the greater success rate among students. The overall success rate in winter is 18% higher in winter than fall and 11% higher than summer.

Cons for the winter intersession: The major argument in favor of eliminating winter intersession is that it causes major organizational dysfunction in governance processes, hiring committees, program improvement initiatives, planning and evaluation processes, curriculum review, program review and continuity.

In addition, we are currently scheduling four terms as opposed to the three, fall, spring, summer, in the proposed calendar revision. We pay for a full-time workforce of classified and administrators during winter break and we repeat the cycle in summer, this seems like a waste of tax payer resources. Transferring the winter's 150 sections to summer will allow for a more robust summer that will serve more students, including recent high school graduates, a group that has no chance of enrolling in winter. A classified and a management representative also expressed concerns about our ability to hold disciplinary hearings during the winter when faculty is not present. Another concern expressed was the purchasing deadlines in April which are problematic when the spring semester ends so late in June.

Recommendation:

The Calendar Committee recommended that changes to the calendar be postponed for one year (beginning in 2012-13) to give students in the pipeline an opportunity to complete their Ed Plan. We could adequately advertise the change to incoming students so they will be able to plan the sequencing of courses with two summer sessions. It would also allow Academic Affairs to develop eight-week schedules for the fall and spring terms with time for preparation and advertising. They also suggested holding forums to adequately discuss and inform the campus community of the proposed scheduling changes.

  
\_\_\_\_\_  
Jeanie Nishime, Ed.D.  
Vice President-Student & Community Advancement

JN/mre

**CA Ed Code:**

72024. (a) (1) In any community college district that is not located in a city and county, and in which the full-time equivalent students (FTES) for the prior college year exceeded 60,000, the governing board may prescribe, as compensation for the services of each member of the board who actually attends all meetings held by the board, a sum not to exceed one thousand five hundred dollars (\$1,500) in any month.

(2) In any community college district in which the FTES for the prior college year was 60,000 or less, but more than 25,000, each member of the governing board of the district who actually attends all meetings held by the board may receive as compensation for his or her services a sum not to exceed seven hundred fifty dollars (\$750) in any month.

(3) In any community college district in which the FTES for the prior college year was 25,000 or less, but more than 10,000, each member of the governing board of the district who actually attends all meetings held may receive as compensation for his or her services a sum not to exceed four hundred dollars (\$400) in any month.

(4) In any community college district in which the FTES for the prior college year was 10,000 or less, but more than 1,000, each member of the governing board of the district who actually attends all meetings held by the board may receive as compensation for his or her services a sum not to exceed two hundred forty dollars (\$240) in any month.

(5) In any community college district in which the FTES for the prior college year was 1,000 or less, but more than 150, each member of the governing board of the district who actually attends all meetings held by the board may receive as compensation for his or her services a sum not to exceed one hundred twenty dollars (\$120) in any month.

(b) Any member of a governing board who does not attend all meetings held by the board in any month may receive, as compensation for his or her services, an amount not greater than a pro rata share of the number of meetings actually attended based upon the maximum compensation authorized by this subdivision.

(c) The compensation of members of the governing board of a community college district newly organized or reorganized shall be governed by subdivision (a). For this purpose, the total FTES in all of the community colleges of the district in the college year in which the organization or reorganization became effective shall be deemed to be the FTES in the district for the prior college year.

(d) A member may be paid for any meeting when absent if the board, by resolution duly adopted and included in its minutes, finds that, at the time of the meeting, he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. The compensation shall be a charge against the funds of the district.

(e) On an annual basis, the governing board may increase the compensation of individual board members beyond the limits delineated in this section, in an amount not to exceed 5 percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the governing board. The action may be rejected by a majority of the voters in that district voting in a referendum established for that purpose, as prescribed by Chapter 2 (commencing with Section 9100) of Division 9 of the Elections Code.





EL CAMINO COMMUNITY COLLEGE DISTRICT  
16007 Crenshaw Boulevard Torrance, California 90506-0001  
Telephone (310)532-3670 or 1-866-ELCAMINO

From: Claudia Lee

Date: October 12, 2010

To: Francisco Arce

Subject: City Honors Update

As a follow-up to my previous memo dated August 10, 2010, the following timeline details the communication Robin Dreizler has had with the principal, counselor, and students at City Honors:

August 26	Email to Thelma Brown regarding application deadlines and necessary paperwork for concurrent enrollment.
August 30	Phone call to Thelma Brown, reiterating the importance of meeting minimum enrollment numbers for all courses.
September 2	Memo sent to Thelma Brown with instructions for paperwork and deadlines for concurrent enrollment.
September 10	35 City Honors students tested to see how many qualify for the Sociology 101 class. Only 3 tested into English 1A.
September 14	Email to Thelma Brown regarding application deadlines and necessary paperwork.
September 17	Deadline for all paperwork to be submitted. Pick-up paperwork for concurrent students. 110 students had complete paperwork, 80 students had incomplete paperwork. (Deadline was extended to Oct. 1 <sup>st</sup> . If this first deadline was enforced, 4 of the 6 courses would be canceled due to low enrollment.)
September 28	Visit City Honors, meet with students with incomplete paperwork.
September 30	Memo hand-delivered to Thelma Brown detailing the incomplete paperwork of 80 students. (see attached)
October 1	Final deadline: Pick-up 60 application confirmations from City Honors.

Please contact me with further questions or concerns,

Claudia Lee



El Camino College

## Outreach and School Relations

*(310) 660-3487 Cherry Tree Offices 106*

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**To:** Thelma Brown, Principal, City Honors High School  
**From:** Robin Dreizler  
**Date:** 9/28/2010  
**Subject:** Inglewood City Honors Outreach Classes Update  
**Cc:**

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Yesterday I was able to itemize every City Honors student who submitted a K12 form by the Sept. 17 deadline. 110 students completed the paperwork and will be registered in the classes. 80 students either did not apply online, failed to sign their Concurrent Enrollment form, did not get the proper signatures or supporting documentation if they are a K10 student and will be given until this Friday, Oct. 1 to complete their paperwork. Students who failed to start the process will not be allowed to submit paperwork (I estimate about 50 students fall into this category). No additional Concurrent Enrollment forms will be accepted.

Without this extra time, if we stick to our Sept. 17 deadline, 4 of the remaining 6 classes would be cancelled due to low enrollment. (As a reminder, ECC cancelled Contemporary Health because an instructor was unavailable. I also explained Sunday that the Dance class was cancelled because the projected enrollment was 13 students. Even if students completed the paperwork the enrollment numbers would not have met the minimum required 18 students).

When we spoke this past Sunday I voiced my concern about the significant number of students who did not complete the application process by the Sept. 17 deadline. This happened despite email reminders sent to you and members of your staff on 8/26, 9/2, 9/14, and physically hand-delivering 400 Compton Center Concurrent Enrollment forms and 200 student-instruction sheets to you and then to your counselor Gina Tucker-Williams on Sept. 2, 2010.

Students who have not applied online will be given one more opportunity to complete the process. I will come to your campus today at 1 p.m. to provide details. I will be giving students individual instructions as to what needs to be done for each of them to complete paperwork. Students that have not applied for admissions, will have to provide to me an online application confirmation-page. Students that did not sign their Concurrent Enrollment form will be called out of class to complete that process. 10<sup>th</sup> graders will be given

*Interoffice Memo*

instructions to provide a high school transcript and 2 letters of support (one from the principal and one from their parent) in order to be considered for enrollment.

I also asked you how many of the ECC students are currently showing up to City Honors to attend classes. You indicated very few, perhaps 1 or 2. This will affect overall enrollment numbers and may put some classes in jeopardy. AJ100 and Sociology 104 are now in jeopardy of being cancelled for being low enrolled classes or below the minimum 70% enrollment requirement.

Here is the updated projected enrollment and assumes all students take advantage of this extra chance to complete their steps to be eligible to register.

As of 9/28/2010

Class	Students with complete paperwork	Students with incomplete paperwork	Projected Enrollment if all students complete paperwork	Minimum Enrollment 70%
AJ 100	14	6	20 (Below Min.)	25
COMS 1	30	9	39	22
PSYC 5	27	14	41	18
SOCI 104	11	9	20 (Below Min.)	21
SPAN 1	11	19	30	27
THEA 8	17	23	40	32
Totals	110	80	190	

If you have any questions, please let me know.

City Honors  
El Camino College Course Offerings

Fall 2010:

Theatre 8 – Introduction to Acting

AJ 100 – Introduction to Administration of Justice

Spanish 1 – Elementary Spanish I

Sociology 104 – Social Problems

Psychology 5 – General Psychology

Communication Studies 1 – Public Speaking

Spring 2011:

Theatre 8 – Introduction to Acting

AJ 100 – currently looking for instructor – Introduction to Administration of Justice

Sociology 104 - currently looking for instructor – Social Problems

Psychology 5 – General Psychology

Communication Studies 1– Public Speaking

Contemporary Health 1 – Personal and Community Health Issues

Dance 26 – Hip Hop Dance



# CALIFORNIA COMMUNITY COLLEGES

## CHANCELLOR'S OFFICE

*Budget*

### MEDIA STATEMENT

October 8, 2010

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### **California Community Colleges Chancellor Jack Scott Comments on the State Budget Passed by the Legislature**

**SACRAMENTO, Calif.** – California Community Colleges Chancellor Jack Scott today released the following statement on the state budget passed by the Legislature:

"In this recession, hundreds of thousands of individuals are turning to our nation's community colleges to find classes in an effort to obtain new or updated job skills. In addition to traditional high school graduates, we're enrolling high numbers of unemployed and under-employed individuals seeking short-term job certification programs in order to get back into the workforce quickly or hang on to their current jobs.

"In light of this demand, I'm pleased our legislative leaders agreed to augment our budget to help us serve more students in 2010-11, and expand workforce training programs. However, the budget also defers \$189 million of the money promised us until the next year. This action tends to undermine the funding increases by obligating our system to expand this year, but does not provide colleges with the resources to do so until next year.

"We're still faced with the fact that far more students want to attend a community college than our funding will allow. Even with these increases in our budget, policymakers need to understand the demand for a community college education is continuing to outstrip resources. This will have a severe impact on the economic recovery of our state because our system is the largest provider of workforce training.

"The community colleges are serving roughly 200,000 students for which we are receiving no state remuneration. The \$126 million growth augmentation will fund approximately 60,000 of the 200,000 unfunded students on our campuses. The enrollment funding will help our colleges respond to the tremendous demand they are experiencing but the deferral still puts us in a tough spot. Our credit card is getting pretty heavy here."

*The California Community Colleges is the largest system of higher education in the nation. It is composed of 72 districts and 112 colleges serving 2.76 million students per year. Community colleges supply workforce training, a basic skills education and prepare students for transfer to four-year colleges and universities. The Chancellor's Office provides leadership, advocacy and support under the direction of the Board of Governors of the California Community Colleges.*

###

**From:** "Michalowski, Linda" <lmichalowski@CCCCO.EDU>

**To:** "CEO-ALL@LISTSERV.CCCCCO.EDU" <CEO-ALL@LISTSERV.CCCCCO.EDU>

**Subject: Implementation of SB 1440: Joint letter and press release**

California Community Colleges California State University

October 7, 2010

TO: Chief Executive Officers, California Community Colleges

Chief Executive Officers, California State University

FROM: Jack Scott, Chancellor, California Community Colleges

Charles Reed, Chancellor, California State University

SUBJECT: Implementation of SB 1440 - Student Transfer

As many of you are aware, SB 1440 by Senator Alex Padilla was unanimously passed by the California Legislature in late August and signed into law by Governor Schwarzenegger on September 29, 2010. This legislation is significant in that it addresses two important goals -preparing California community college (CCC) students for transfer to the California State University (CSU), while also awarding them an associate's degree in a major or area of emphasis. This legislation recognizes the associate degree as the measure of preparation and readiness for transfer to the CSU.

Students who earn an associate degree designed for transfer will be guaranteed admission with junior standing to the CSU system and will not have to repeat coursework at the upper division level. It further provides students who earn this degree with priority consideration for admission into a similar major and to their local CSU.

As with any legislation of this magnitude, there is significant work ahead that will require the CSU and CCC systems to work closely together. We have already initiated this important intersegmental work and are committed to timely and smooth implementation.

Our two offices have had preliminary discussions about overall project approach, and today we have announced the creation of a statewide joint implementation and oversight task force. This will include representatives of faculty, students, administrators and transfer experts from our colleges and universities.

As the legislation outlines, commencing with fall 2011, a student who earns an associate degree for transfer (comprised of 60 transferable units, either CSU General Education Breathe or IGETC and at least 18 units in a major or area of emphasis) and has at least a 2.0 GPA, is eligible for transfer admission. This highlights the need to expedite the establishment of associate degrees designed for transfer. The academic senate presidents of our respective segments are actively coordinating this work. The Academic Senate for California Community Colleges intends to convene intersegmental discipline faculty groups, coordinated through the Course Identification Numbering System (C-ID) process, to determine what courses would comprise both the best CCC degree and the best lower-division transfer preparation in each of the most popular transfer majors. The recommendations of those groups will be vetted to discipline faculty statewide and become the foundation of a statewide model associate's degree for transfer curriculum.

This statewide approach will have benefits for our students, colleges and universities.

It is important to recognize that SB 1440 will not solve every transfer related problem. As long as we face unprecedented fiscal challenges, issues such as impaction will remain.

However, SB 1440 is a tremendous step in the right direction and, together, we are committed to its successful implementation.



California Community Colleges  
California State University

**FOR IMMEDIATE RELEASE**  
**October 7, 2010**

**JOINT TASK FORCE ANNOUNCED TO IMPLEMENT COMMUNITY COLLEGE  
TRANSFER BILL**

*Law goes into effect fall 2011*

(October 7, 2010) – The California State University and the California Community Colleges have announced a joint task force charged with the implementation of SB 1440, the Student Transfer Achievement Act, which was signed into law by the Governor and goes into effect in fall 2011. The statute establishes a transfer associate degree for those students who have completed 60 transferrable units that include general education and major preparation courses. Community college students that obtain the associate degree designated for transfer will be admitted to the CSU with junior standing.

The joint task force will be co-chaired by Ephraim Smith, CSU executive vice chancellor and chief academic officer and Erik Skinner, executive vice chancellor for programs at the California Community Colleges Chancellor's Office. The group will work to ensure coordination between the CSU system and California Community Colleges for a smooth implementation process, and may also make recommendations for further legislation, regulatory changes or other policy changes.

"I am delighted to serve on the committee that will deliver a clear transfer pathway for community college students to a California State University," said Eloy Oakley, president of Long Beach City College. "As a community college transfer student myself, I know first-hand how frustrating it can be. I look forward to implementing this new law that promises to help students achieve a college degree and transition into the workforce in a shorter period of time."

Other members of the task force from the California Community Colleges include:

Pamela Deegan, vice president of instructional services, MiraCosta College  
Carsbia Anderson, vice president for student services, Monterey Peninsula College  
Daniel Nannini, transfer center coordinator, Santa Monica College  
Jane Patton, president, CCC Academic Senate  
Michelle Pilati, vice president, CCC Academic Senate  
California Community Colleges student representative

Committee member Douglas Freer, vice president for student affairs at Cal Poly Pomona, said the group hopes to move quickly through the process in order to be ready for fall 2011. "With more than 60 percent of CSU students coming from our community colleges, it is critical that we work to implement SB 1440 as soon as possible to ensure a smooth transition and help more students earn their bachelor's degree."

Other members of the task force from the California State University include:

Milton Gordon, president, CSU Fullerton

Donald J. Para, provost and senior vice president for academic affairs, CSU Long Beach

Sandra Cook, assistant vice president for academic affairs, San Diego State

James Postma, chair, CSU academic senate

Andrea Renwanz-Boyle, associate professor, San Francisco State

California State University student representative

An initial meeting of the task force is expected later this month or in early November.

**Media contacts:**

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California State University: Claudia Keith, (562) 951-4800, [ckeith@calstate.edu](mailto:ckeith@calstate.edu)