



October 7, 2013

Dr. Thomas M. Fallo, Superintendent/President  
Dr. Keith Curry, CEO Compton College

Re: Information Request Concerning Demand to Bargain Regarding the Effects of the El Camino Community College District/Compton Community College District Amended Partnership Agreement (On Behalf of the American Federation of Teachers Locals 1388, 3486-1, 3486-2 and 6142)

Representing faculty  
and classified workers in  
public and private schools  
and colleges, from early  
childhood through higher  
education

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American Federation of  
Teachers, AFL-CIO

Dear President Fallo and CEO Curry:

I am writing you in furtherance of the demand to bargaining over the effects of the implementation of the Amended Partnership Agreement (the "Agreement") between the El Camino Community College District ("El Camino") and the Compton Community College District ("Compton") on behalf of the American Federation of Teachers, Local 1388, 3486, 3486-1 and 6142 (the "Local Unions"). The Local Unions seek the below data to adequately and fully prepare effects bargaining with El Camino and Compton in connection with the implementation of the Agreement.

Therefore, in accordance with the Local Union's rights under the Educational Employment Relations Act as well as Education Code Sections 74293 (e) and (f), please provide me, on behalf of the Local Unions, with the following data:

1. With respect to Section 2 of the Agreement, please provide a description of any and all programs and services currently offered at or sponsored by Compton that are under the exclusive supervision and/or control of El Camino.
2. With respect to Section 4 of the Agreement, please provide copies of any written policies, rules, regulations, that describe, pertain to or relate to the methodology used by El Camino in maintaining student records, on behalf of Compton, with respect to the attendance of Compton students ". . .in classes and in accordance with all applicable state and federal laws".
3. With respect to Section 5 of the Agreement, please provide a list of all Compton programs and services under the exclusive control and/or supervision of El Camino pursuant to the matters set forth in Section 5 of the Agreement.
4. With respect to Section 8 of the Agreement, please provide any and all documents, records, correspondence, etc., that pertain to, relate to, describe or

establish curriculum development and approval, program review, student assessment, student services and institutional planning programs that are designed to provide education and support services for certificated instructors at the Center.

5. With respect to the matters set forth in Section 11 of the Agreement, please identify the Vice President, as appointed by El Camino, together with a description of any and all duties, responsibilities and authority assigned to and possessed by said Vice President with respect to Compton.
6. With respect to the matters set forth in Section 12 of the Agreement, please provide any and all staffing plans for the Center - as agreed to between El Camino and Compton - including drafts thereof. Additionally, please provide any and all documents, memoranda and/or correspondence that pertain to, relate to and/or describe the consultation process in Section 12 that requires Compton to undertake when requiring the employment of new employees.
7. With respect to the matters set forth at Section 13 of the Agreement, please provide exemplars of (1) the evaluation procedures applicable to Compton employees that shall be utilized by the Vice President as well as (2) employee performance assessments that shall be issued by El Camino concerning Compton employees. Additionally, please provide copies of any and all documents, memoranda and/or correspondence that pertain to, relate to the provision in Section 13 of the Agreement that ostensibly allows El Camino to "reassign" a Compton employee.
8. With regard to Section 14 of the Agreement, and to the extent that any El Camino employees assigned to Compton, please provide any and all documents, memoranda, and/or correspondence that relate to, pertain to, or describe the process under which such reassignment is to be, or has been, provided to such employee and the conditions under which such assignment has been implemented.
9. With respect to Section 15 of the Agreement, please provide a copy of any and all written undertakings, agreements, etc., that have been entered into between El Camino and Compton pursuant to Section 15 of the Agreement.
10. With respect to Section 17 of the Agreement, please provide the identity of the CEO for Compton appointed in compliance therewith.
11. With respect to Section 19 of the Agreement, please provide a copy of any and all evaluations conducted of the Compton CEO since 2008.

12. With respect to Section 21 of the Agreement, please provide any and all practices, procedures, policies, etc., that relate to, pertain to, or describe the policies utilized by Compton to ensure that all of its permanent records are retained and stored in compliance with state and federal law.
13. With respect to Section 24 of the Agreement, please describe the rate of "apportionment" El Camino shall receive for courses provided at the Center. Further, please provide any and all documents, writings, memoranda, etc., that pertain to, relate to, or describe the process for determining such apportionment.
14. With respect to Section 25 of the Agreement, please provide a copy of any and all policies, practices, procedures, regulations, etc., that govern or apply to the assignment of Compton employees under the supervision of El Camino.
15. With respect to Section 26 of the Agreement, please provide a copy of any and all plans, including drafts thereof, under which Compton, in cooperation with El Camino, will prepare for and complete the accreditation through the ACCJC.
16. With respect to Section 27 of the Agreement, please provide (1) any and all documents, memoranda, and/or correspondence that describe, pertain to, or relate to the authority of the El Camino Superintendent/President to direct, through the Compton CEO, the Human Resources and Labor Relations of Compton and (2) any and all documents, memoranda, correspondence, etc., that describe, pertain to, or relate to the types of contracts for which the Center must first secure the approval of the El Camino Superintendent/President before entering into.
17. With respect to Section 29 of the Agreement, please provide copies of any and all policies, memoranda, practices, agreements and/or similar documents that describe, pertain to, or relate to the assignment of El Camino employees to work at Compton and/or Compton employees to work at El Camino.
18. With respect to Section 30 of the Agreement, please provide copies of any and all procedures, regulations, memoranda and/or other documents that describe, pertain to, and/or relate to the development process at Compton, as well as El Camino's role therein.
19. With respect to Section 31 of the Agreement, please provide any and all documents, memoranda, correspondence, policies, procedures, etc., that describe, pertain to and/or relate to the guidelines considered by the Special

Trustee when determining whether the Superintendent/President concurs with a budget proposed for Compton.

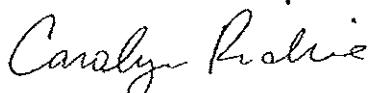
20. With respect to Section 33 of the Agreement, please describe all contracts subject to preapproval by the Superintendent/President of El Camino. Further, and in connection with such preapproval process, please provide any and all documents, policies, memoranda, etc., that describe, pertain to, and/or relate to the procedures by which a contract shall be "...deemed to jeopardize the fiscal stability of [Compton] and/or accreditation of an independent college, by the Superintendent/President..."
21. With respect to Section 36 of the Agreement, please provide a copy of any and all plans, including drafts thereof, presented to the Superintendent/President of El Camino, for review and approval, with regard to the long-term recruitment, retention and management plans for Compton. Additionally, please provide any and all documents, memoranda and/or correspondence that describes, relates to, and/or pertains to the participation in the preparation of such plan by Compton faculty and staff.
22. With respect to Section 37 of the Agreement, please provide copies of any and all documents, memoranda, correspondence, etc., that describe, pertain to, and/or relate to the enrollment goal established by the Vice President for academic year 2013-2014 and the funding deep level necessary to achieve that goal.
23. With respect to Section 38 of the Agreement, please provide copies of any and all documents, memoranda, policies, procedures, correspondence, etc., that establish the procedure to be utilized by El Camino with respect to the timely and accurate submission of attendance reports, on behalf of Compton, to the Chancellors' Office.
24. With respect to Section 40 of the Agreement, please describe the basis on which the fifty thousand dollars (\$50,000) fee, payable from Compton to El Camino, was determined and agreed to.
25. With respect to Section 42 of the Agreement, please state the total compensation to be paid to the Compton CEO for academic year 2013-2014. Additionally, please provide a copy of any employment agreement entered into between El Camino and/or Compton and the Compton CEO that covers the employment of the Compton CEO for academic year 2013-2014.

26. With respect to Sections 44 and 45 of the Agreement, please provide copies of any and all policies, or procedures, writings, memoranda, correspondence, etc., that describe, pertain to, and/or relate to the procedures currently utilized, or to be utilized, by El Camino and Compton with regard to apportioning the payment of monies arising from the settlement and/or adjudication of grievances or other matters arising under the CBAs as between the Local Unions and either El Camino or Compton.
27. With respect to Sections 47 and 48 of the Agreement, the Local Unions hereby provide both El Camino and Compton with an ongoing demand for copies of any and all notices provided and/or required under those sections of the Agreement.

This Information Request is made without prejudice to the Local Unions' rights to submit additional and further Information Requests to El Camino and Compton with respect to the Local Unions' conducting effects bargaining over the implementation and the Agreement. In the event that either El Camino and/or Compton deem that any of the information requested is privileged and/or confidential (1) please identify the information or data as to which such a privilege is asserted and (2) the basis on which the privilege is based. Should either El Camino and/or Compton assert any claim of privilege with respect to the information requested herein, the Local Unions hereby demand that bargaining occur on that issue in order to reach an agreement on the production of the requested data in a manner that is consistent with any applicable privilege.

Finally, I am requesting that you provide me with the above information no later than the close of business on October 25, 2013.

Sincerely,



Carolyn Richie  
CFT Field Representative

CR: ab opeiu#537 afl-cio

cc: Dr. Joseph Lewis, President AFT 3486-1  
Toni Wasserberger, President AFT 3486  
Luukia Smith President AFT 6142  
Sean Donnell President AFT 1388