

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

This Agreement is made and entered into on the 1st day of July, 2008, by and between the El Camino Community College District (hereinafter referred to as “El Camino”), acting by and through its governing board, and the Compton Community College District (hereinafter referred to as “Compton” or the “District”), acting by and through the Special Trustee appointed by the Chancellor of the California Community Colleges to serve in the place of Compton’s governing board. In consideration of the mutual commitments contained herein, the parties agree as follows:

1. This Agreement, and the parties’ implementation of it, is intended to provide a set of binding mutual understandings to achieve the following goals:
 - A. Provide the students and residents of Compton with access to accredited community college programs and services that address their educational needs and contribute to the overall welfare and development of the community;
 - B. Specify the various rights and responsibilities of each party in providing those programs and services;
 - C. Create the conditions under which Compton will have a genuine opportunity to establish a newly accredited college as an autonomous institution* ;
 - D. Build effective, mutually respectful relationships between and among the faculty, staff and administrators of El Camino and Compton; and
 - E. While accomplishing all of the above, safeguard El Camino’s accreditation.
2. All accredited programs and services offered under this Agreement shall be offered exclusively by El Camino and during the term of this Agreement Compton shall not engage in any activity that requires status as an accredited institution. Compton shall also refrain from engaging in any activity that would pose a demonstrable risk to El Camino’s accreditation and shall abandon the use of the term “Compton College” to refer to Compton or in connection with any activities undertaken by Compton.

The Center

3. As authorized by Chapter 50 of the Statues of 2006 (A.B. 318) (and any amendments thereto), El Camino shall maintain the “El Camino Community College District Compton Community Educational Center,” also known as the “El Camino College Compton Center,”

* Obtaining accreditation for the Center will be a multi-year process. Based on the *Eligibility, Candidacy and Initial Accreditation Manual* published by the Accrediting Commission for Community and Junior Colleges, the parties have outlined the steps required to gain accreditation and an anticipated time frame. The outline is appended to this Agreement as Attachment A, for information purposes only.

- 43 and hereinafter referred to simply as the “Center,” on Compton’s facilities in Compton,
44 California. The educational program and services offered by El Camino at the Center shall
45 consist of a full range of credit and non-credit offerings, and related student support services,
46 as specifically agreed to by the two parties and from time to time modified as they deem
47 necessary.
48
- 49 4. The Center, and all of its educational programs and services, shall be under the exclusive
50 management and control of El Camino. As used in this agreement, the Center consists
51 programs and activities like the following: All credit and non-credit courses and programs;
52 library and learning resource center services; counseling and matriculation services;
53 admissions and records; financial aid; student life and other student services programs;
54 categorical programs such as EOPS, DSPS, CalWorks, GAIN, and TANF; transfer center
55 services; athletics; international students; relations with schools; and special programs and
56 services such as the Foster/Kinship Care Program.
57
- 58 5. Without implying any limitation on the Center’s programs and services, El Camino shall
59 include the following among the programs and services it provides at the Center:
60
- 61 A. EOPS, Special Resources Center (DSPS), CalWorks, GAIN, TANF and other categorical
62 programs (as well as federally supported programs like grants to Hispanic-Serving
63 Institutions under Title V of the Higher Education Act) that are separate from and
64 independent of similar programs provided at El Camino’s main campus;
65
- 66 B. An Associated Student Body organization at the Center that is separate from and
67 independent of the Associated Student Body organization at El Camino’s main campus
68 and that assesses and benefits from its own fees; and
69
- 70 C. Subject to approval by the Commission on Athletics of the Community College League
71 of California, intercollegiate athletic teams that are separate from and independent of the
72 athletic teams at El Camino’s main campus. Unless otherwise agreed to by the parties, the
73 teams shall be designated as the “Compton Tartars.”
74
- 75 6. If El Camino currently does not offer programs or services that El Camino or Compton, after
76 consulting with the other through a curriculum and program review process, reasonably
77 determines are appropriate and necessary to meet the educational needs of the students and
78 residents of Compton, El Camino shall promptly undertake all reasonable efforts to adopt
79 appropriate curriculum or services. If El Camino reasonably determines that it cannot adopt
80 appropriate curriculum or services requested by Compton, or that doing so would be
81 impractical or ill-advised, El Camino shall work with Compton to attempt to find an
82 alternative means of providing the programs or services. If any action taken pursuant to this
83 section requires approval from the Accrediting Commission for Community and Junior
84 Colleges (ACCJC) through the substantive change proposal process, Compton will cooperate
85 with El Camino to ensure compliance with that process.
86
- 87 7. The educational program and student support services offered at the Center shall be clearly
88 identified as exclusively programs and services of El Camino, and El Camino shall have full

- 89 authority over all aspects of the accredited programs and services offered at the Center,
90 including but not limited to, curriculum development and approval, program review, student
91 assessment, student services and institutional planning for the Center. Furthermore, as more
92 fully specified in Sections 13.A, 13.B and 14, below, El Camino shall have authority over
93 faculty and staff qualifications and evaluation of their performance.
94
- 95 8. El Camino and its Academic Senate shall ensure that faculty employed by Compton but
96 assigned to provide educational and support services at the Center are accorded appropriate
97 professional standing in academic and professional matters as they relate to the Center,
98 including but not limited to, curriculum development and approval, program review, student
99 assessment, student services and institutional planning for the Center.
- 100
- 101 9. El Camino shall comply with all federal requirements to ensure that qualified students
102 enrolled at the Center remain eligible for federal financial assistance.
103
- 104 10. As authorized by the Education Code, El Camino shall collect fees as follows:
105
- 106 A. Non-resident tuition fees, materials fees, health fees, Associated Student Body fees, and
107 ASB Student Representation fees, which shall be set by El Camino upon the
108 recommendation of Compton.
109
- 110 B. Parking fees and facility use fees, which will be set by Compton.
111
- 112 All fees collected by El Camino from students enrolled at the Center, or others who use the
113 Center's facilities or participate in its programs or services, shall be devoted to supporting
114 programs and services at the Center or remitted to Compton, as the parties may from time to
115 time specify.
116
- 117 11. Compton shall make appropriate District facilities available to El Camino without charge and
118 shall name those facilities the "El Camino College Compton Center."
119
- 120 12. The Chief Operating Administrator of the Center shall be a Provost, who shall be responsible
121 to, and supervised by, the Superintendent/President of El Camino in connection with the
122 proper oversight and administration of the Center. The Provost shall be appointed with the
123 concurrence of the Superintendent/President and the Special Trustee of the Compton
124 Community College District and shall serve at the pleasure of the Superintendent/President
125 and the Special Trustee. While the Provost will report to the Superintendent/President, he or
126 she shall be an employee of Compton and Compton shall retain the discretion to assign
127 additional duties to the Provost, including duties as the Chief Executive Officer of the
128 Compton Community College District. In the event the Provost simultaneously serves as
129 Compton's Chief Executive Officer, he or she shall be responsible to, and supervised by, the
130 Special Trustee only for those aspects of his or her assignment that relate to service as
131 Compton's Chief Executive Officer.
132
- 133 13. El Camino and Compton shall agree upon a staffing plan for the Center that identifies every
134 position, in addition to the position of Provost, that will be needed to provide services at the

- 135 Center and that specifies which of the positions Compton will fund. The parties shall
136 implement the staffing plan as follows:
137
- 138 A. To the extent the parties determine necessary and appropriate, Compton shall propose
139 assignment of its current employees to provide services at the Center pursuant to the
140 staffing plan. Before any individual employee is assigned to provide services at the
141 Center, El Camino, in its sole discretion, shall have the right to review the employee's
142 qualifications and to determine if the assignment is an appropriate one. If El Camino
143 determines that the assignment is appropriate, the employee shall remain an employee of
144 Compton and shall not become an employee of El Camino, but he or she will provide
145 services at the Center under the day-to-day supervision of El Camino. If El Camino
146 determines that the assignment is not appropriate and declines to accept the employee, he
147 or she shall not be assigned to provide services for El Camino at the Center.
148
- 149 B. When new employees need to be hired by Compton pursuant to the staffing plan,
150 Compton shall promptly undertake reasonable efforts to recruit qualified employees for
151 those positions using hiring procedures adopted by Compton following consultation with
152 El Camino. Before extending an offer of employment to any individual who will provide
153 services at the Center, Compton shall consult with El Camino to ensure that El Camino
154 has the opportunity to review the prospective employee's qualifications and to determine
155 if his or her assignment to provide services at the Center under El Camino's day-to-day
156 supervision is appropriate pursuant to El Camino's authority under Section 13.A, above,
157 to approve assignments.
158
- 159 C. Every Compton employee who is assigned to provide services at the Center shall do so
160 pursuant to Education Code Section 74293. No such employee shall be deemed to be an
161 employee of El Camino nor shall any such employee gain any status with El Camino for
162 any purpose.
163
- 164 14. El Camino, acting through the Provost, shall have the primary right to direct the activities of
165 employees assigned to provide educational and student support services at the Center
166 consistent with Compton's contractual and legal obligations as the employer of those
167 individuals. Using evaluation procedures applicable to Compton employees, El Camino shall
168 also provide employee performance assessments to Compton regarding the services provided
169 by Compton's employees. If El Camino finds that it is necessary to do so, El Camino may
170 reassign a Compton employee back to Compton after providing Compton with a reasonable
171 opportunity to remedy any circumstances that El Camino believes warrants the reassignment.
172
- 173 15. Nothing in this agreement shall be construed to limit El Camino's ability to assign its own
174 employees to oversee activities or to manage the educational and student support services at
175 the Center, or to employ employees of any type or class as otherwise authorized by law as
176 needed to provide oversight of activities or the management of educational and student
177 support services at the Center. Any person who provides services pursuant to this paragraph
178 shall remain an employee of El Camino and shall not be deemed to be an employee of
179 Compton nor shall any such employee gain any status with Compton for any purpose. If they
180 deem it to be appropriate, El Camino and Compton may also enter into inter-jurisdictional

181 agreements with each other to exchange employees needed for an interim period for a
182 specific job classification.

183
184 16. Compton shall remain responsible for the salary and benefits of its employees assigned to
185 provide educational and student support services at the Center and El Camino shall remain
186 responsible for the salary and benefits of its employees assigned to provide educational and
187 student support services at the Center. Neither party shall have any responsibility for the
188 salary or benefits of the other party’s employees.

189
190 Management of Compton District Functions to Support
191 Compton Operations and the Center
192

193 17. Compton and El Camino have determined that it is in their mutual best interests to delegate
194 certain Compton district functions to El Camino with the goal of achieving the following
195 objectives:

- 196
197 A. Ensuring effective support for, and close coordination with, the Center;
- 198
199 B. Implementing effective policies, procedures and practices that will serve Compton well—
200 both in the present and over time as it resumes internal management of the operations;
201 and
- 202
203 C. Ensuring that Compton has trained, capable staff who can provide essential services and
204 who can appropriately revise and improve administrative systems as future needs evolve.

205
206 18. To further the objectives listed in the preceding section, the Superintendent/President —
207 acting primarily through the Provost — shall manage the following operations, subject to
208 oversight by the Special Trustee: Accounting services, including accounts receivable,
209 accounts payable, general accounting and maintenance of the general ledger, and cashier
210 services; payroll; human resources; purchasing; auxiliary services, including bookstore and
211 cafeteria operations, grants administration, etc.; facilities maintenance and operations; police
212 and security services; and management information services.

213
214 19. El Camino and Compton shall agree upon a staffing plan for the operations listed in Section
215 18. Based on that plan, Compton, with El Camino’s advice and assistance, shall recruit and
216 retain an appropriate administrative and classified workforce to staff the operations.

217
218 20. The following operations have not been delegated to El Camino and shall continue to be
219 managed exclusively by Compton:

- 220
221 A. Bond-funded construction and other capital improvement projects associated with the
222 facilities in Compton at which the Center is located.
 - 223
224 B. Business, legal and other administrative functions that relate exclusively to the
225 management of the Compton Community College District.
- 226

- 227 C. Labor relations, provided however, that Compton shall consult with El Camino on
228 matters that are likely to have a substantial effect on the operation of the Center.
229
- 230 D. Community and governmental relations that relate primarily to the District and not to the
231 Center, including, but not limited to, organization and operations of the Compton
232 governing board and the office of the Special Trustee.
233
- 234 The parties may agree on other functions or activities that will be managed by Compton;
235 provided, however, that Compton shall not assume any responsibility that requires status as
236 an accredited institution or which, if performed by Compton, would pose a demonstrable risk
237 to El Camino's accreditation.
238
- 239 21. Compton shall resume internal management of the operations delegated to El Camino
240 pursuant to Sections 17 and 18, once the Superintendent/President and the Special Trustee
241 agree that Compton has the capacity to effectively manage and control the function and that
242 the resumption of internal management by Compton is in the best interests of both the Center
243 and the District. That determination will be based primarily on FCMAT's review of the
244 District's progress in implementing relevant recommendations made in the Comprehensive
245 Review of April 2007, but also on success of the party's transition plan for District functions
246 delegated to El Camino, a copy of which is appended to this Agreement as Attachment B, for
247 information purposes only. At least annually, the parties shall review the transition plan and
248 make any adjustments to it that they deem are necessary.
249
- 250 22. Unless the parties explicitly agree otherwise on a case-by-case basis, all classified employees
251 assigned to work in the operations managed by El Camino shall report, directly or indirectly,
252 to the Provost, but in any event, all classified employees assigned to work in the operations
253 managed by El Camino shall remain employees of Compton and shall not gain any status
254 with El Camino for any purpose.
255
- 256 23. Nothing in this agreement shall be construed to limit El Camino's ability to assign its own
257 employees to assist in providing services needed in the operations managed by El Camino, or
258 to employ employees of any type or class as otherwise authorized by law as needed to
259 provide oversight of the operations managed by El Camino. Any person who provides
260 services pursuant to this paragraph shall remain an employee of El Camino and shall not be
261 deemed to be an employee of Compton nor shall any such employee gain any status with
262 Compton for any purpose.
263
- 264 24. If they deem it to be appropriate, El Camino and Compton may also enter into inter-
265 jurisdictional agreements with each other to exchange employees needed for an interim
266 period for a specific job classification. Furthermore, as an alternative to delegating
267 management of a district operation to El Camino pursuant to Sections 17 and 18 (and other
268 relevant provisions of this agreement), the parties may agree that El Camino will assume full
269 responsibility for the operation (including staffing, equipment, supplies, etc.) and that it will
270 provide Compton with all relevant services associated with the operation as a service
271 provider. However, any such agreement shall be approved by the Special Trustee and shall
272 take the form of a written agreement that specifies all of the terms and conditions of the

- 273 services to be provided by El Camino and the compensation payable to El Camino for those
274 services.
275
- 276 25. Compton shall remain responsible for the salary and benefits of its employees working in
277 operations managed by El Camino and El Camino shall remain responsible for the salary and
278 benefits of its employees working in those operations. Neither party shall have any
279 responsibility for the salary or benefits of the other party's employees.
280
- 281 26. The Special Trustee shall receive regular reports regarding the status of the operations
282 managed by El Camino pursuant to Sections 17 and 18, above, and may request special
283 reports at any time. Furthermore, the Special Trustee may initiate performance or financial
284 audits of the operations at any time.
285
- 286 27. In managing the operations specified in Sections 17 and 18, above, El Camino shall ensure
287 that no funds of Compton are expended or committed without the approval of the Special
288 Trustee or an appropriate Compton official acting under delegated authority from the Special
289 Trustee.
290

291 Budget Development

- 292
- 293 28. El Camino, in consultation with Compton, shall set up an annual budget development
294 procedure that includes a budget development calendar, defines the roles and responsibilities
295 of Compton and El Camino officials involved in the process, and identifies the manner in
296 which appropriate collegial consultation with Compton faculty and staff will be conducted.
297 Following that procedure El Camino will develop a unified master budget for the Center, the
298 operations it manages pursuant to Sections 17 and 18, above, and the operations that continue
299 to be managed exclusively by Compton pursuant to Section 20, above. The master budget,
300 which shall be updated annually, shall be based upon enrollment projections and other
301 operational goals agreed upon by the parties and shall consist of:
302
- 303 A. an operating budget for the Center for the upcoming fiscal year;
 - 304
 - 305 B. an operating budget for the operations El Camino manages pursuant to Sections 17 and
306 18, above, for the upcoming fiscal year;
 - 307
 - 308 C. an operating budget for the operations that continue to be managed exclusively by
309 Compton pursuant to Section 20, above, for the upcoming fiscal year; and
310
 - 311 D. a projected budget for the Center for each of the two succeeding fiscal years.
312
- 313 29. Before adopting the master budget, the Special Trustee shall determine if the
314 Superintendent/President concurs with the proposed master budget. If the
315 Superintendent/President concurs, the Special Trustee shall adopt the master budget as
316 specified in the following two sections. If the Superintendent/President does not concur, the
317 Special Trustee shall either modify the master budget as necessary to obtain the
318 Superintendent/President's concurrence, or adopt the budget without the concurrence. In the

319 latter case, El Camino will be deemed to have given notice of termination of this Agreement
320 on the date of the budget's adoption and the termination procedure set forth in Section 41
321 shall be automatically invoked.

322

323 30 Once the Special Trustee adopts the master budget developed pursuant to Section 28,
324 Compton shall, as a first priority, fund the Center's operating budget for the current fiscal
325 year and the current operating budget for the operations El Camino manages pursuant to
326 Sections 17 and 18, above. The current operating budget for the operations El Camino
327 manages shall be incorporated into the annual operating budget approved by Compton and
328 shall be administered as a part of Compton's operations.

329

330 31. Once the Special Trustee adopts the master budget developed pursuant to Section 28, El
331 Camino may include the Center's expense budget in the operating budget approved by El
332 Camino's Board and administer it as an integral part of El Camino's operations. In that event,
333 Compton shall reimburse El Camino for all Center expenses included in the budget. In the
334 alternative, El Camino may ask Compton to include the Center's expense budget in the
335 operating budget approved by Compton, in which case the budget shall be administered as a
336 part of Compton's operations. In any event El Camino shall provide fiscal and administrative
337 oversight for the operation of the Center and all matters related to the Center.

338

339

Recruitment, Retention, Marketing and Enrollment

340

341 32. El Camino acknowledges that Compton has a substantial interest in monitoring enrollment at
342 the Center and ensuring that it continues to grow as vigorously as possible. The parties agree
343 that student enrollment at the Center is an important, quantifiable measure of service to the
344 community, and recognize that the Center's enrollment will ultimately determine Compton's
345 entitlement to State apportionment.

346

347 33. El Camino, acting through the Provost, shall prepare annual and long-term recruitment,
348 retention, marketing and enrollment management plans for the Center which shall be
349 presented to the Special Trustee for review and endorsement. The process by which the
350 various plans are developed shall provide for broad participation by Compton faculty and
351 staff and, among other things, shall define:

352

- 353 ▪ target populations the Center will specialize in serving well;
- 354 ▪ the nature of the programs the Center will need to develop or enhance to adequately meet
355 the needs and expectations of students in those target populations;
- 356 ▪ the services the Center will need to be skilled at delivering to ensure that student success
357 is buttressed and students in the target populations are properly supported; and
- 358 ▪ the most effective and compelling messages (and the best means of delivering them) the
359 Center will use to communicate with potential students in the target populations.

360

361 34. By April 15 of each academic the Superintendent/President and the Special Trustee shall
362 agree upon an enrollment goal for the Center for the subsequent academic year and, through
363 the budget development process, the funding necessary to achieve that goal.

364

Miscellaneous

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35. By October 1, of each fiscal year, Compton shall remit to El Camino the sum of \$500,000 as an administrative fee for El Camino’s services under this Agreement.
36. Compton shall defend and indemnify El Camino, its officers, employees or agents, in connection with any and all claims, actions or lawsuits that arise in any manner from the acts or omissions of Compton, its officers, employees or agents in the performance of this agreement, and El Camino shall defend and indemnify Compton, its officers, employees or agents, in connection with any and all claims, actions or lawsuits that arise in any manner from the acts or omissions of El Camino, its officers, employees or agents in the performance of this agreement. It is expressly understood that in the event of a claim, action, or lawsuit based upon an act or omission of a Compton employee assigned to provide services at the Center under this agreement, the Compton employee shall not be deemed to be an agent of El Camino unless the act or omission giving rise to the claim, action or lawsuit was one required by El Camino or taken at the explicit direction of an El Camino supervisor or manager.
37. During the effective dates of this Agreement, each party shall maintain in effect a policy or policies of insurance issued by one or more insurance companies and/or a memorandum or memoranda of coverage issued by a joint powers authority providing the coverages identified below:
 - A. Liability to a third party for bodily injury, sickness, or disease and for physical injury to tangible property and/or for loss of use of tangible property not physically injured that is neither expected nor intended from the standpoint of the insured or of the covered party. The policy limit or limit of liability for such coverage shall be at least \$1,000,000 per occurrence with an aggregate limit of no less than \$5,000,000.
 - B. Liability to a third party for “personal injury” offense(s) as defined by the applicable policy of insurance or memorandum of coverage. The policy limit or limit of liability for such coverage shall be at least \$1,000,000 per occurrence or claim with an aggregate limit of no less than \$5,000,000.
 - C. Liability to a third party for “errors and omissions” as defined by the applicable policy of insurance or memorandum of coverage. The policy limit or limit of liability for such coverage shall be at least \$1,000,000 per occurrence or claim with an aggregate limit of no less than \$5,000,000.
 - D. Automobile Liability with the following limits: Primary Bodily Injury limits of \$1,000,000 per occurrence and Primary Property Damage limits of \$5,000,000 per occurrence or combined single limits of Primary Bodily and Primary Damage of \$10,000,000 per occurrence.
 - E. Worker's Compensation Insurance with the limits established and required by the State of California.

- 411 F. Employer's Liability with limits of \$5,000,000 per claim.
412
- 413 38. During the effective dates of this Agreement, each party shall cause the other party and its
414 elected and appointed officers, directors, employees and agents to be named as additional
415 insureds under the policy or policies of insurance providing the coverages identified above
416 for claims arising out of actual or alleged acts or omissions on the part of the other party, its
417 elected and appointed officers, employees and agents and/or cause the other party, its
418 officers, employees and agents to be named as a covered party or as an additional covered
419 party under the memorandum or memoranda of coverage providing the coverages identified
420 above for claims arising out of actual or alleged acts or omissions on the part of the other
421 party, its elected and appointed officers, employees and agents. However, this provision
422 shall not apply to the coverage for "errors and omissions."
423
- 424 39. By July 1 of each year, each party shall provide to or cause to be provided to the other party a
425 certificate or certificates of insurance identifying the policy or policies of insurance to which
426 the other party has been named as an additional insured and/or certificate or certificates of
427 coverage or similar document(s) identifying the memorandum or memoranda of coverage to
428 which each party has been named as an additional covered party. Each such policy or
429 memorandum shall state that not less than thirty (30) days' written notice shall be given to
430 the other party prior to cancellation; and, shall waive all rights of subrogation. Each party
431 shall immediately notify the other party in the event of material change in, or failure to
432 renew, each policy or memorandum.
433
- 434 40. This Agreement shall take effect immediately and shall remain in effect until it is terminated.
435 Either party may initiate termination of this Agreement by giving 180 days written notice to
436 the other party, and to the Board of Governors of the California Community Colleges, of its
437 intent to terminate. No termination pursuant to this paragraph shall take effect until the end of
438 the semester following the expiration of the notice period provided under this paragraph so as
439 to protect students from a mid-term interruption of educational services.
440
- 441 41. Notwithstanding anything in Section 40 to the contrary, in the event El Camino initiates
442 termination of this Agreement by giving notice to Compton and the Board of Governors of
443 its intent to terminate pursuant to the preceding Section, the Chancellor of California
444 Community Colleges shall meet with the Superintendent/President of El Camino to
445 determine if the proposed termination by El Camino relates to factors that can be resolved
446 with the Chancellor's assistance. If that is not the case, and if El Camino declines to
447 withdraw its notice of termination within ninety days after it was initially given to Compton
448 and the Board of Governors, the Special Trustee shall immediately act to terminate the
449 agreement pursuant to Education Code Section 74292(1)(2), which explicitly authorizes the
450 Special Trustee to initiate termination of agreements with a partner district. Thereafter, the
451 Special Trustee, the Chancellor and the Board of Governors of the California Community
452 Colleges shall be deemed to have waived any and all rights whatsoever that they may have to
453 require El Camino to continue to provide services as a partner district. This waiver provision
454 is irrevocable and its inclusion in this agreement has been relied upon by El Camino as a
455 material inducement for its willingness to enter into this Agreement.
456

457 42. Any notice required to be delivered under this Agreement to the other party must be in
 458 writing and shall be effective (i) when personally delivered to the other party or (ii) three
 459 business days after deposit in the United States mail, postage fully prepaid and addressed to
 460 the respective party as set forth below (or to such other address and to such other persons as
 461 the parties may hereafter designate by written notice to the other):
 462

463 To Compton:

464
 465 Special Trustee
 466 COMPTON COMMUNITY COLLEGE DISTRICT
 467 1111 E. Artesia Boulevard
 468 Compton, CA 90221
 469

470 To El Camino:

471
 472 Superintendent/President
 473 EL CAMINO COLLEGE
 474 16007 Crenshaw Blvd.
 475 Torrance, CA 90506
 476

477 To the Chancellor and Board of Governors:

478
 479 Chancellor
 480 CALIFORNIA COMMUNITY COLLEGES
 481 1102 Q Street
 482 Sacramento, CA 95811
 483

484 43. This Agreement represents the entire understanding between the parties and supersedes all
 485 prior agreements, written or oral. This Agreement may be amended or modified only by an
 486 agreement in writing signed by both Compton and El Camino.
 487

488 IN WITNESS WHEREOF, the parties have executed this agreement on, _____, 2008.

489 COMPTON COMMUNITY COLLEGE DISTRICT

490 By _____

491
 492
 493 Peter J. Landsberger
 494 Special Trustee
 495

496 EL CAMINO COMMUNITY COLLEGE DISTRICT

497 By _____

503 Thomas M. Fallo
504 Superintendent President

505
506 I have reviewed this Agreement and assent to its terms. I also confirm that the Special Trustee
507 has the power to sign it and, acting in accordance with the authority I have granted him under the
508 law, to bind the Compton Community College District to the terms set forth in the agreement.

509
510
511
512 _____
513 Diane Woodruff
514 Chancellor, California Community Colleges

Attachment A

Steps to Establish Eligibility For AccreditationStep 1- Establishing that Criteria for Eligibility have been Met and Applying for Eligibility [2006 through 2010]

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

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

El Camino College anticipates that the Center may be able to demonstrate that it does meet the twenty-one basic criteria for institutional eligibility within several years. If that is the case, El Camino will submit an eligibility application and supporting documentation asking for eligibility status for the El Camino Compton Community Educational Center, perhaps as early as 2010.

Step 2 – Candidacy Status [2010 through 2012, or later]

If eligibility is granted, the Center will be able to apply for candidacy status by completing and submitting a Self Study Report using the Standards of Accreditation, the Self Study Manual, and other Commission policies and resources. This report needs to be supported by evidence that must be retained for later review by an accreditation team.

Following submission of the Self Study Report, the Commission will send a team to visit the Center for the purpose of determining if the institution meets the standards, policies and eligibility criteria of the Commission. The Commission may grant the Center candidacy or provide for an extension, deferral, denial, or termination of candidacy. Assuming candidacy is granted, the Center will be expected to remain in compliance with the standards of accreditation during the entire candidacy period, generally a period of at least two years.

Step 3 – Completing the Candidacy Period and Applying for Initial Accreditation [2012 through 2014, or later]

After at least two years as a candidate for accreditation, the Center will next apply for initial accreditation. This is accomplished by submitting a Self Study Report using the Standards of Accreditation, the Self Study Manual, and other Commission policies and resources. This Self Study Report is supported by evidence that the institution continues to meet the Eligibility Requirements as well as the ACCJC's standards and policies. Following submission of the report, a team visits the institution for the purpose of ensuring the institution meets all standards of the Commission. Following the review of the self study and team reports, the Commission will either grant initial accreditation to a new "Compton College," extend the period of candidacy, or deny initial accreditation.

If initial accreditation is granted, the institution begins a six-year cycle of periodic review for reaffirmation of accreditation which has several parts. These include a six-year comprehensive evaluation, a midterm evaluation in the third year, annual reports and annual fiscal reports to the Commission, and other progress and substantive change reports and visits as deemed necessary by the Commission.

Source: Eligibility, Candidacy and Initial Accreditation Manual, A Publication of the Accrediting Commission for Community and Junior Colleges, Summer 2006.

Attachment B

Transition Plan for District Functions Delegate to El Camino

The partnership agreement between El Camino and Compton delegates certain Compton district functions to El Camino with the goal of achieving the following objectives:

- Ensuring effective support for, and close coordination with, the Center;
- Implementing effective policies, procedures and practices that will serve Compton well—both in the present and over time as it resumes internal management of the operations; and
- Ensuring that Compton has trained, capable staff who can provide essential services and who can appropriately revise and improve administrative systems as future needs evolve.

The agreement also states that Compton will resume internal management of functions delegated to El Camino once the Superintendent/President and the Special Trustee agree that Compton has the capacity to effectively manage and control the function and that the resumption of internal management by Compton is in the best interests of both the Center and the District. It is anticipated that the transition to full internal management by Compton will take place incrementally over a period of several years as follows:

2007-2008

- Managers will continue to be hired at Compton so that the district can begin to take over direct supervisory responsibilities in more areas.
- As conditions permit, functions will begin to shift back to the campus.

2008-2009

- While some functions may remain at El Camino, Compton will assume full input and supervisory responsibilities in several areas.
- El Camino will continue to have a strong audit/oversight role in assuring that good fiscal and business practices are followed.
- Compton will begin to function with more independence while continuing to apply guidelines and policies that are consistent with those at El Camino.

2009-2010

- Most functions will be administered by Compton, but El Camino will continue to handle functions based on practicality and cost-effectiveness — for example, computer systems and data processing.
- El Camino procedures and policies remain applicable.

2010-2011

- El Camino and Compton develop long-term operational and process oriented agreements regarding administrative services and their support for the Center.
- El Camino provides general oversight and, when appropriate, technical assistance to Compton.

2011 and beyond

- El Camino continues to provide general oversight and, when appropriate, technical assistance to Compton, but management of formerly delegated functions is increasingly independent.
- Exceptions to independent operations will include those areas that are required by regulation (e.g., financial aid) or operational necessity (e.g., data base operations).