

**MEMORANDUM OF UNDERSTANDING BETWEEN THE EL CAMINO COMMUNITY
COLLEGE DISTRICT AND THE
COMPTON COMMUNITY COLLEGE DISTRICT**

This Memorandum of Understanding is made and entered into on the 24th day of August, 2006, by and between the El Camino Community College District (hereinafter referred to as "El Camino") and the Compton Community College District (hereinafter referred to as "Compton"), acting by and through the Special Trustee appointed by, and acting on behalf of, the Chancellor of the California Community Colleges. In consideration of the mutual commitments contained herein, the parties agree as follows:

1. This Memorandum of Understanding, 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 without interruption and in a way that minimizes the disruption students will experience.
 - 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 re-establish its accreditation and regain its independence as an autonomous institution.
 - D. Build effective, mutually respectful relationships between and among the faculty, staff and administrators of El Camino and Compton.
2. As authorized by the Chapter 50 of the Statutes of 2006 (A.B. 318), El Camino shall establish an educational center to be known as the "El Camino Community College District Compton Community Educational Center," also known as "El Camino College Compton Center" (hereinafter referred to as the "Center") on Compton's facilities in Compton, California. The educational program offered by El Camino at the Center shall consist of a full range of credit and non-credit offerings, and related student support services, as specifically agreed to (and from time to time modified as may be necessary) by the two parties. All programs and services offered at the Center shall be offered exclusively by El Camino. Compton shall not use the term "College" to refer to Compton nor in connection with any activities undertaken by Compton.

3. Without implying any limitation on the programs and services to be provided, the parties agree that El Camino will include the following among the programs and services it provides at the Center:
 - A. EOPS, DSPS, CalWorks, GAIN and other categorical programs that are separate from and independent of equivalent programs at El Camino's main campus;
 - B. An Associated Student Body organization at the Center that is separate from and independent of the Associated Student Body organization at El Camino's main campus; and
 - C. Subject to approval by the Commission on Athletics of the Community College League of California, intercollegiate athletic teams that are separate from and independent of the athletic teams at El Camino's main campus.
 4. If El Camino does not currently offer programs or services that El Camino and Compton, after consulting with the other through the curriculum and program review process, reasonably determines are appropriate and necessary to meet the educational needs of the students and residents of Compton (for example, a larger number of non-credit and developmental courses than now appears in El Camino's curriculum), El Camino shall promptly undertake all reasonable efforts to adopt appropriate curriculum or services. If El Camino reasonably determines that it cannot adopt appropriate curriculum or services requested by Compton, or that doing so would be impractical or ill-advised, El Camino shall work with Compton to attempt to find an alternative means of providing the programs or services. If necessary, such action will require approval from the Accrediting Commission for Community and Junior Colleges (ACCJC) through the substantive change proposal process.
 5. The educational program and student support services offered at the Center shall be clearly identified as exclusively programs and services of El Camino, and El Camino shall have full authority over all aspects of the programs and services offered at the Center, including but not limited to, curriculum development and approval, program review, student assessment, faculty and staff qualifications and evaluation of performance, student services and institutional planning for the Center. However, El Camino and its Academic Senate shall initiate appropriate measures by which faculty employed by Compton but assigned to provide educational and support services at the Center are appropriately engaged in those activities and accorded appropriate professional standing in academic and professional matters as they relate to the Center.
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6. El Camino shall have the responsibility to ensure compliance with all federal requirements to ensure that eligible students enrolled at the Center remain eligible for federal financial assistance.
7. Compton shall make appropriate District facilities available to El Camino without charge and shall name those facilities the "El Camino College Compton Center."
8. The Chief Operating Administrator of the Center shall be a Provost, who shall be responsible to, and supervised by, the Superintendent/President of El Camino in connection with the proper oversight and administration of the educational and student support services at the Center. The Provost shall be appointed with the concurrence of El Camino and Compton and shall serve at the pleasure of El Camino and Compton. While the Provost will report to the Superintendent/President of El Camino, he or she shall be an employee of Compton and Compton shall retain the discretion to assign additional duties to the Provost, including duties as the Chief Executive Officer of the Compton Community College District. In the event the Provost simultaneously serves as Compton's Chief Executive Officer, he or she shall be responsible to, and supervised by, the Special Trustee of the Compton Community College District only for those aspects of his or her assignment that relate to service as Compton's Chief Executive Officer.
9. El Camino and Compton shall agree upon a staffing plan for the Center that identifies every position, in addition to the position of Provost, which will be needed to provide educational and support services at the Center and that specifies which of the positions Compton will fund. The parties shall implement the staffing plan as follows:
 - A. To the extent the parties determine necessary and appropriate, Compton shall propose assignment of its current employees to provide services at the Center pursuant to the staffing plan. Before any individual employee is assigned to provide services at the Center, El Camino, in its sole discretion, shall have the right to review the employee's qualifications and to determine if the assignment is an appropriate one. If El Camino determines that the assignment is appropriate, the employee shall remain an employee of Compton and shall not become an employee of El Camino, but he or she will provide services at the Center under the day-to-day supervision of El Camino. If El Camino determines that the assignment is not appropriate and declines to accept the employee, he or she shall not be assigned to provide services for El Camino at the Center.

B. If new employees need to be hired by Compton pursuant to the staffing plan, Compton shall promptly undertake reasonable efforts to recruit qualified employees for those positions. Before extending an offer of employment to any individual who will provide services at the Center, Compton shall consult with El Camino to ensure that El Camino has the opportunity to review the prospective employee's qualifications and to determine if his or her assignment to provide services at the Center under El Camino's day-to-day supervision is appropriate pursuant to El Camino's authority under Section 9.A, above, to approve assignments. The process by which El Camino completes its review and confirms its assent to the selection of a prospective employee shall be specified in the search and selection procedures that Compton and El Camino shall jointly develop. Barring an urgent need to hire new employees, the parties intend to avoid all hiring until they have developed appropriate search and selection procedures. If it is deemed necessary to hire an employee before procedures are developed and adopted, Compton shall use search and selection procedures that are analogous to El Camino's existing procedures and delegate responsibility for conducting the administrative aspects of the recruitment and selection process to El Camino.

C. Every Compton employee who is assigned to provide services at the Center shall do so pursuant to Education Code Section 74293. No such employee shall be deemed to be an employee of El Camino nor shall any such employee gain any status with El Camino for any purpose.

10. El Camino shall have the primary right to direct the activities of employees assigned to provide educational and student support services at the Center consistent with Compton's role as the employer of those individuals. El Camino shall provide employee performance assessments to Compton regarding the services provided by Compton's employees and, if El Camino finds that it is necessary to do so, El Camino may reassign a Compton employee back to Compton after providing Compton with a reasonable opportunity to remedy any circumstances that El Camino believes warrants the reassignment.

11. Nothing in this agreement shall be construed to limit El Camino's ability to assign its own employees to oversee activities or to manage the educational and student support services at the Center, or to employ employees of any type or class as otherwise authorized by law as needed to provide oversight of activities or the management of educational and student support services at the Center. ~~Any person who provides services pursuant to this paragraph shall remain an employee of El Camino and shall not be deemed to be an employee of Compton nor shall any such employee gain any status with Compton for any~~

purpose. If they deem it to be appropriate, El Camino and Compton may also enter into inter-jurisdictional agreements with each other to exchange employees needed for an interim period for a specific job classification.

12. Compton shall remain responsible for the salary and benefits of its employees assigned to provide educational and student support services at the Center and El Camino shall remain responsible for the salary and benefits of its employees assigned to provide educational and student support services at the Center. Neither party shall have any responsibility for the salary or benefits of the other party's employees.

13. As soon as it is achievable following the approval of this agreement, the parties shall organize meetings between appropriate representatives of their respective Academic Senates. The purpose of the meetings is to initiate a dialog between the parties regarding the academic and professional implications of establishing an educational center that is geographically separate from the El Camino campus and that serves a student population that has its own particular educational needs and expectations.

14. All of the following functions shall remain independent of the Center and shall be managed exclusively by Compton:

- A. Bond-funded construction and other capital improvement projects associated with the facilities in Compton at which the Center is located.
- B. Business and other administrative functions that relate exclusively to the management of the Compton Community College District and not the Center.

The parties may agree on other functions or activities that will remain under the supervision and control of Compton; provided, however, that Compton shall not assume any responsibility that requires status as an accredited institution or which, if performed by Compton, would pose a demonstrable risk to El Camino's accreditation.

15. As soon after the approval of this Memorandum of Understanding as practicable, the parties shall begin work on devising an explicit methodology by which they will attempt to resolve any disputes that arise between them regarding the interpretation and application of this agreement.

16. The term of this Memorandum of Understanding shall be from August 24, 2006, through the end of business on June 30, 2007; provided, however, that it is the intent of the parties to negotiate a comprehensive agreement regarding

the continued operation of the El Camino College Compton Center for a period of at least five years. El Camino's decision to enter into such a contract is conditional upon enactment of urgency cleanup legislation compatible with the termination/waiver provisions set out in Paragraph 17 of this MOU, and conditional upon El Camino receiving additional state funding of at least \$2,000,000 based upon operating a Center and based upon enrollment in excess of 20,000 FTES. The parties agree to begin negotiations on that comprehensive agreement immediately with the aim of completing the negotiations no later than December 31, 2006. Once approved by the Chancellor of the California Community Colleges, acting through the Special Trustee of the Compton Community College District, and the Board of Trustees of the El Camino Community College District, the comprehensive agreement between the parties will supersede this Memorandum of Understanding in its entirety.

17. Notwithstanding Paragraph 16 regarding the term of this Memorandum of Understanding, or any other provision of this agreement to the contrary, either party may initiate termination of this Memorandum of Understanding, or any subsequent agreements between the parties, by giving 90 days written notice to the other party and to the Board of Governors of the California Community Colleges. No termination pursuant to this paragraph may take effect until the end of the semester following the notice provided under this paragraph so as to protect students from a mid-term interruption of educational services. It is expressly understood, however, that in the event El Camino terminates this or any successor agreement between the parties pursuant to this paragraph, the Chancellor of California Community Colleges shall meet with the Superintendent/President of El Camino to determine if the proposed termination by El Camino relates to factors that can be resolved with the Chancellor's assistance. If that is not the case, and if El Camino declines to withdraw its notice of termination within ninety days after it was initially given to Compton and the Board of Governors, the Special Trustee shall immediately exercise the discretion delegated to him or her under Education Code Section 74292(1)(2), regarding termination of the agreement. In that event, the Special Trustee, the Chancellor and the Board of Governors of the California Community Colleges will be deemed to have waived any and all rights whatsoever that they may have to require El Camino to continue to provide services. This waiver provision is irrevocable; and is a material inducement for El Camino's agreement to execute this Memorandum of Understanding.

18. El Camino shall provide fiscal and administrative oversight for the operation of the Center and all matters related to the Center. The budget for the Center shall be jointly developed and approved by El Camino and Compton. Compton

shall provide fiscal and administrative oversight of any activities of Compton which are separate from, and unrelated to, the Center; e.g., Compton's bond program.

19. Within thirty days of the execution of this Memorandum of Understanding, Compton shall remit to El Camino the sum of \$500,000 towards the full compensation that El Camino shall be entitled to receive for administrative overhead it will incur preparing for and implementing this Memorandum of Understanding. Other reimbursable expenditures, not to exceed \$1,000,000 annually, shall be paid promptly by Compton upon submission by El Camino of appropriate invoices.
20. Compton shall save, defend, hold harmless, and indemnify El Camino 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 or 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.

IN WITNESS WHEREOF, the parties have executed this agreement on August 24, 2006.

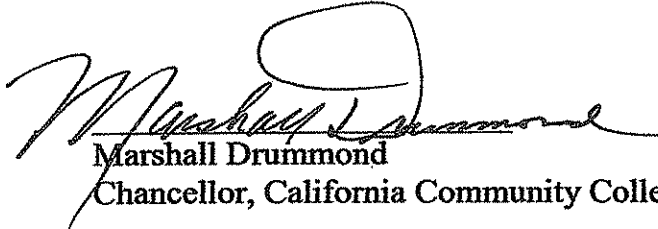
COMPTON COMMUNITY COLLEGE DISTRICT

By Thomas Henry
Thomas Henry
Special Trustee

EL CAMINO COMMUNITY COLLEGE DISTRICT

By Thomas M. Fallo
Thomas M. Fallo
Superintendent President

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



Marshall Drummond
Chancellor, California Community Colleges