

**AMENDED AND RESTATED
CONSTITUTION OF
THE CLAREMONT COLLEGES**

ARTICLE I. CONSTITUENT INSTITUTIONS

Pomona College, Claremont Graduate University, Scripps College, Claremont McKenna College, Harvey Mudd College, Pitzer College, and the Keck Graduate Institute of Applied Life Sciences (each, a “Constituent Institution,” together, the “Constituent Institutions,” and collectively known as “The Claremont Colleges”) and the nonprofit public benefit corporation, The Claremont Colleges, Inc. (“TCC” and formerly known as the Claremont University Consortium), hereby adopt this Amended and Restated Constitution (the “Constitution”) for the purpose of defining, governing and pursuing the independent missions, common values, shared interests and objectives, and collaborative programs of The Claremont Colleges.

ARTICLE II. COMMITMENT OF PURPOSE AND VALUES

In entering into this Constitution, The Claremont Colleges reaffirm their commitment:

- A. To preserve and develop The Claremont Colleges as a community of superior higher education institutions centered in Claremont, California, with local, regional, national, and global reach and influence; to collaborate with each other to pursue the missions of the Constituent Institutions; to create greater educational value through academic excellence, advanced research, integrity, and innovation; and to increase the capacity of students to develop powerful learning capabilities essential to the improvement of the human condition.

- B.** To enhance academic cooperation, innovation, collaboration, and engagement among students, faculty, and staff of The Claremont Colleges through student cross-registration, joint faculty appointments, cooperative academic programs, and coordinated academic and support staffing in order to strengthen both individual and collective educational experiences, contributions, and achievements.
- C.** To preserve and foster shared values and benefits realized through selective admission to the degree programs of each Constituent Institution based on a thoughtful and carefully planned process. Such values include:
1. Personalized instruction and mentoring;
 2. A differentiated and strong identity for each institution;
 3. Academic excellence and integrity;
 4. Academic freedom and freedom of speech, identity, and association;
 5. Individual student growth, development, well-being, and success;
 6. Diversity and inclusion;
 7. Personal and social responsibility;
 8. Strong individual connections among professors, students, and staff;
 9. Robust community building and academic interactions through the predominance of residential living, small-class instruction, and other powerful features of intimate learning environments;
 10. Broadened social and academic opportunity achieved through vibrant collaborations across Constituent Institutions; and
 11. Agility to respond, plan, and adapt quickly to changing conditions and circumstances in higher education.
- D.** To establish procedures to address both substantive changes in a Constituent Institution that may significantly affect its quality, objectives,

scope, or control and that have significant impact on The Claremont Colleges and fundamental structural changes in mission, legal status, or ownership, significant additions to the Constituent Institutions, or departures from any one Constituent Institution's established program.

- E.** To articulate and advance the singular identity of The Claremont Colleges as a group and to build the group's national and global reputation.
- F.** To consider, in pursuit of the mission, quality, and strategic vision of The Claremont Colleges, opportunities to add new Constituent Institutions or affiliates.
- G.** To acquire, develop, provide, manage, and protect in an efficient, cost-effective, high-quality way jointly held land, shared services, facilities, technology, libraries, scholarly resources, financial resources, intellectual property, and other assets in order to enhance, support, and benefit any or all existing or newly established Constituent Institutions.
- H.** To review this Constitution periodically, no less than every ten years, to ensure its responsiveness to the needs of The Claremont Colleges, any of the Constituent Institutions, and their communities.

ARTICLE III. CROSS-COLLEGE REGISTRATION AND ENROLLMENT

- A.** Cross-institutional registration and enrollment by students from one Constituent Institution in courses approved by another Constituent Institution shall be gratuitous. When long-term instructional imbalances create a disproportionate impact on one or more Constituent Institutions, cost sharing arrangements may be negotiated by the affected Constituent Institutions.

- B.** Constituent Institutions shall make every reasonable effort to provide academic or administrative support or facilities when requested by the CEO (as defined in Article IV, para. C) or another Constituent Institution, provided, however, that such a request does not have a significantly adverse impact on the academic program of the Constituent Institution receiving the request. Terms of compensation for facilities or faculty services may include any mutually satisfactory arrangement, including in-kind exchange or payments to either the individuals or institution concerned, as agreed upon by the Constituent Institutions concerned.
- C.** The Constituent Institutions agree:
1. Students enrolled at one institution (the “Home College”) may, under conditions and limitations regulated by the Home College, take courses at any of the other Constituent Institutions and receive academic credit for those courses. These arrangements are known collectively as “Cross-Registration.”
 2. In all cases of Cross-Registration, the Home College awards academic credit for courses taken at the other schools on the same basis as it does for courses taken at the Home School.
 3. Degrees are granted by the Home College.
 4. Academic progress is monitored and certified by the Home College.
 5. Students pay tuition, fees, and room and board costs to the Home College. Students are considered to be enrolled exclusively at the Home College regardless of the number of Cross Registrations outside the Home College.

6. All procedures for calculating, disbursing, monitoring, and refunding financial aid awards are the responsibility of the Home College and are identical to the procedures used for students fully registered at the Home College.

ARTICLE IV. ROLES AND RESPONSIBILITIES

A. Governing Organizations

The Claremont Colleges, Inc. (or TCC) and the Council of The Claremont Colleges (defined in para. C below) shall govern the collective interests of the Constituent Institutions under this Constitution.

B. The Board of Directors of TCC

The Board of TCC shall engage exclusively in oversight and governance. The Board of TCC shall be composed of each member of the Council, the Chairperson of the Board of each Constituent Institution, and three independent persons, each selected by a majority of the Board of TCC (each director, a “Director”; and each independent person thus chosen, an “Independent Director”). An increase in the number of Independent Directors may be approved by a three-fourths vote of the Board of TCC. Independent Directors may not simultaneously serve as officers, governing board members, employees, or independent contractors of a Constituent Institution. A quorum of the Board shall require a majority of Directors. Vacancies in the class of Independent Directors shall not remain open for more than one academic year. All decisions of the TCC Board shall be by majority vote except as otherwise provided herein, as determined by the Board of TCC from time to time, or as at any time required by its Articles and Bylaws, which shall be consistent with and subject to the terms of this Constitution.

C. The Council of The Claremont Colleges

There shall be a Council of The Claremont Colleges (the “Council”) consisting of the presidents of each of The Claremont Colleges and the

Chief Executive Officer (“CEO”) of TCC. The Council shall be a committee of the Board of Directors of TCC with full powers of the Board of Directors allowed by law, subject to the terms of this Constitution and the Articles and Bylaws of TCC. The Council shall be responsible for a shared services department in support of TCC, named The Claremont Colleges Services (“TCC Services”), which shall operate as a division of TCC. TCC Services shall generally conduct the business and affairs of TCC, subject to the further provisions of this Constitution and the Articles and Bylaws of TCC, including in particular:

1. The shared services and related business and affairs of the Constituent Institutions as a group shall be managed by TCC Services, under the supervision of the Council and oversight by TCC.
2. Subject to funding, TCC Services shall provide support for all facilities, staff, equipment, and other resources necessary for the conduct of its responsibilities under this Constitution.
3. The Constituent Institutions acknowledge that the name, The Claremont Colleges, and any associated trademarks, trade names, copyrights, or other related intellectual property are and shall be owned by TCC and managed by TCC Services for the benefit of the Constituent Institutions. Each Constituent Institution is encouraged to promote the name, distinctive features, and identity of The Claremont Colleges, consistent with the collective interests and brand of TCC.
4. TCC Services shall assume such other responsibilities as may be assigned to TCC Services by the Council, from time to time.

D. Relationship Between TCC, the Council, and TCC Services

1. To the fullest extent permitted by law, TCC shall indemnify, defend, and hold harmless TCC's officers and directors and shall fund the costs and expenses and assume and discharge the liabilities of TCC.
2. Decisions of the Council shall be final on all matters in respect of the Constituent Institutions acting as a group under this Constitution, except that the following decisions shall be subject to amendment, ratification, approval, or disapproval by the TCC Board and shall not take effect until acted upon by the TCC Board:
 - a. The approval of the addition of a Constituent Institution of The Claremont Colleges, subject to Article VI below;
 - b. The approval of a Constituent Institution to increase its enrollment limit, subject to Article V below;
 - c. The sale, license, lease, or other grant of a right to use The Claremont Colleges trade name or trademark or other intellectual property belonging to TCC;
 - d. The approval of structural changes in a Constituent Institution, described in, and subject to, Article VI below;
 - e. Any sanction, penalty, disproportionate assessment, discipline, or attempt to discipline imposed or levied against a Constituent Institution over the objection of such Constituent Institution, subject to Article VII below;
 - f. Approval of partnerships or alliances between TCC or any of its subsidiaries or divisions with other institutions;
 - g. The purchase, sale, lease, mortgage or license of any jointly held land, real property improvements, methodologies therefor and the disposition of any proceeds of any such

transaction, including any such land or improvements held or managed by TCC, TCC Services, or its or their subsidiaries and divisions;

- h. The incurrence of any indebtedness on behalf of The Claremont Colleges as a whole or TCC or any of its subsidiaries or divisions;
- i. The incurrence or guarantee of any indebtedness or obligation by The Claremont Colleges substantially as a whole or TCC or any subsidiary or division thereof on behalf of a single or multiple Constituent Institution(s);
- j. The purchase, sale, lease, mortgage, license, or other disposition of any shared long-term asset and the use of proceeds thereof;
- k. The adoption of or any material change to a strategic plan or plans for TCC or any of its subsidiaries or divisions, including any strategic plan for the long-term use, joint use, disposition, or acquisition of any real property assets;
- l. Policies with respect to TCC endowment, quasi-endowment, or similar investments;
- m. Providing any bonus to, setting the compensation level of, or entering into any contract with TCC's CEO;
- n. The formation of any subsidiary or other legal entity that supports TCC or The Claremont Colleges;
- o. The amendment of any provision of the Articles of Incorporation or Bylaws of TCC or of any other entity created under subparagraph n above;
- p. Any amendment to this Constitution, subject to Article VIII below;
- q. Any program for and the acquisition of liability, property, security, or similar insurance;

- r. The response to and attempts to remedy by TCC (or any of its instrumentalities) any allegation of wrongdoing made against The Claremont Colleges or its Constituent Institutions by any branch of law enforcement;
- s. The performance and acceptance of any audit and the retention of auditors for TCC; and
- t. Other matters referred by a majority of the Council, including matters referred after consultation with the full Board.

E. The Chief Executive Officer (CEO)

The CEO of TCC shall serve subject to the oversight of the Council and any written contract of employment. In addition to other duties specified by the Council, the CEO shall:

- 1. Manage the common facilities, programs, services, libraries, and other scholarly resources;
- 2. Engage in planning for the group, as requested by the Board of TCC or the Council;
- 3. Undertake new programs and other improvements to enhance efficiency and cooperation among the Constituent Institutions;
- 4. Take the initiative in the establishment of facilities and programs as may be agreed upon for joint use;
- 5. Advance and promote The Claremont Colleges and work with Constituent Institutions to attract resources for joint programs and facilities, as requested by the Board of TCC or the Council;
- 6. Facilitate and support the creation of new educational institutions or programs, as approved by the Board of TCC; and

7. Represent The Claremont Colleges in local political and other community-related matters on issues of importance to The Claremont Colleges.

ARTICLE V. SIZE OF CONSTITUENT INSTITUTIONS

Enrollment in Constituent Institutions shall strive to preserve the close, personal relationships characteristic of smaller institutions, ensure the efficient and equitable provision of shared services and activities, and enhance the reputation of The Claremont Colleges.

The TCC Board shall set enrollment limits for the Constituent Institutions. Within such caps, each Constituent Institution may establish its own enrollment limits. No Constituent Institution may exceed established caps. Enrollment limits shall apply to all students enrolled in degree-granting programs of a Constituent Institution. Constituent Institutions acknowledge that rapidly-evolving technologies that enable high-quality online and hybrid programs, an increase in the prevalence of joint degree programs, and other societal advances may engender, from time to time, requests for increases in the enrollment cap. When considering the approval for any change in enrollment, the TCC Board may take into account the impact on shared services and condition approval on financial mitigation of such impacts. The TCC Board may determine separate limits for different categories of students within a Constituent Institution, (e.g., undergraduate and graduate, full- and part-time, on- and off-campus, online and hybrid online, or joint degree students enrolled at a non-Constituent Institution, etc.). Any change or proposed increase in a pre-existing enrollment cap requires approval by a two-thirds majority of the TCC Board.

ARTICLE VI. PROCEDURES FOR NEW CONSTITUENT INSTITUTIONS OR MATERIAL CHANGES IN MISSION OF EXISTING CONSTITUENT INSTITUTIONS.

- A. Constituent Institutions are independent, non-profit, and committed to the shared values of The Claremont Colleges. Each Constituent Institution is free to make improvements in its respective programs without triggering any review by the Council or TCC.

- B.** However, the Council shall review any proposed addition of a new undergraduate or graduate degree program or other substantive program changes that may reasonably be expected either to affect a Constituent Institution's quality, objectives, scope, or control or to cause a collective impact on the resources, reputation, policies, or objectives of The Claremont Colleges (such changes defined as a "substantive change"). The determination of such a change as substantive shall be reasonable, made in good faith, and agreed to by a majority of the Council. Constituent Institutions proposing a substantive change shall submit to the Council a detailed description of the proposed substantive change, in writing, as soon as reasonably practicable and generally at least ninety (90) days before such substantive change is to take effect. After deliberation, and as soon as reasonably practicable, but in any event within ninety (90) days of receipt of such submission by the proposing Constituent Institution, the Council shall provide the requesting Constituent Institution and the TCC Board with a written report describing the Council's views of the pros and cons of the proposal and any recommended changes. Subject to para. C below, after receipt of such report, the requesting Constituent Institution will, in its own discretion, decide whether to proceed with the proposed new program.
- C.** Beyond substantive changes, any proposal for (i) the addition of a new institution, not currently a Constituent Institution, either to be merged or otherwise combined with a current Constituent Institution or proposed for independent membership in The Claremont Colleges, or (ii) a structural change in the mission, legal status, ownership, or form of control of an existing Constituent Institution (any such changes under (i) or (ii), a "structural change") shall be submitted for approval by the Council and the TCC Board. A structural change is one of a fundamental nature or character. The determination of such a change as structural shall be reasonable, made in good faith, and agreed to by a majority of the Council. Any such proposal of a structural change shall be submitted in the same manner described in para. B above and, in order to move forward, must be approved by two-thirds of the members of the Council and at least two-

thirds of the members of the Board of Directors of TCC as well as a majority of the Directors of TCC who are not affiliated with the Constituent Institution or Institutions making such proposal.

- D.** No new Constituent Institution that is a separate legal entity from an existing Constituent Institution will be admitted to The Claremont Colleges unless and until its governing body approves this Constitution and it signs this Constitution.
- E.** A Constituent Institution that wishes to proceed with a proposal described in this Article VI will not be allowed to proceed with such proposal until it has followed the process described in paras. B or C above.

ARTICLE VII. WITHDRAWAL FROM THE CLAREMONT COLLEGES

Any Constituent Institution adopting this Constitution may withdraw from The Claremont Colleges at the close of any fiscal year, provided that (i) notice in writing of its intention to do so shall be delivered to all other Constituent Institutions at least three years in advance of the date of withdrawal and (ii) the withdrawing institution shall meet a set of conditions reasonably imposed and shall make payment of an equitable withdrawal fee to each other Constituent Institution and TCC Services according to a process and formula reasonably established by the TCC Board at least one year in advance of the effective date of such withdrawal by the Constituent Institution. It is expressly understood that no Constituent Institution has rights to shared TCC resources and that such reasonable conditions and fees may be established by the Council and the TCC Board after receipt of notice of withdrawal but at least one year before the effective date of withdrawal. Any such fee may take into account, by way of example and not limitation, the value of benefits received by the Constituent Institution from being a part of The Claremont Colleges as well as the additional costs imposed upon the non-withdrawing Constituent Institutions that were originally incurred in reliance upon the withdrawing institution's remaining a Constituent Institution. Any such notice of withdrawal shall be irrevocable unless revocation of such notice is approved by two-thirds of the Directors of the TCC Board who are not affiliated with the withdrawing Constituent Institution.

ARTICLE VIII. AMENDMENTS

Amendments to this Constitution may be adopted by the TCC Board, provided two-thirds of the full voting membership approve. Such amendments shall be effective upon ratification by the respective boards of all Constituent Institutions.

ARTICLE IX. EFFECTIVE DATE

This revised Amended and Restated Constitution shall become effective when approved by the board of trustees of each of the Constituent Institutions and signed by the Presidents of each of the Constituent Institutions and the CEO of TCC. It shall thereupon supersede the intercollegiate agreements of September 16, 1941, as amended; November 20, 1950; July 1, 1951; the Articles of Affiliation of April 20, 1962; the Constitution of August 25, 1967; 1970; 1976; January 16, 1991; January 15, 1992; October 22, 1993 and all prior versions of this Constitution, and any other agreements inconsistent with the provisions hereof, all of which shall cease to have any force or effect.

ARTICLE X. EFFECT OF THIS DOCUMENT AND REMEDIES

This Constitution is a contract, enforceable under the laws of the state of California, entered into by the Constituent Institutions and TCC.

The Constituent Institutions and TCC agree that money damages and other remedies at law would not be sufficient or adequate remedies for any breach or violation of, or default under, this Constitution.

The Constituent Institutions and TCC agree further that any Constituent Institution, and TCC acting on behalf of Constituent Institutions claiming a default, shall be entitled to the fullest extent permitted by applicable law to an injunction restraining such breach, violation, or default and to other equitable relief, including specific performance, without bond or other security being required.

Each Constituent Institution and TCC hereby waive any and all defenses or claims that specific performance or other equitable remedy should not be available because of the adequacy of any remedy at law.

Notwithstanding the foregoing, the TCC Board shall be authorized to adopt remedies, penalties, fines, withholding of benefits, sanctions, restrictions, or other consequences for any breach of, or default under, the provisions of this Constitution or any other agreement by and among the Constituent Institutions, including agreements with TCC, which shall be specifically enforceable in accordance with the provisions of the preceding paragraph; provided that any remedy, penalty, sanction, or the like shall not apply unless it was adopted sufficiently in advance of any such alleged breach or default claimed to be subject to it as to provide fair notice to the Constituent Institution claimed to be in breach or default.

The Board of TCC shall also be authorized to adopt procedures, including mediation, arbitration, “meet and confer” and similar procedures, to govern the resolution of any or all disputes hereunder, provided that such procedures shall not apply to any dispute of which there was notice prior to the adoption of such procedures.

The Constitution may be executed by the Constituent Institutions and by TCC in counterparts.