



MT. SAN ANTONIO COLLEGE

REGULAR MEETING OF THE BOARD OF TRUSTEES

Wednesday, January 23, 2013

6:00 p.m. Open and Adjourn to Closed Session

6:30 p.m. Public Session

Founders Hall, 1100 North Grand Avenue
Walnut, CA 91789

Welcome to a meeting of the Mt. San Antonio College Board of Trustees. If you wish to address the Board for any reason, please fill out one of the cards available on the table and give it to the Board Secretary. Those requesting to speak on an agenda item will be called upon at the time the item is under consideration. Anyone wishing to speak to items not on the agenda will be called upon under the "Communication" section. *Comments are limited to no more than three minutes per person.*

AGENDA

From time-to-time writings that are public records which are related to open session items on an agenda for a regular meeting may be distributed to Trustees after the posting of the agenda. Whenever this occurs, such writings will be available for public inspection in the Office of the President located in Founders Hall between the hours of 7:30 a.m. and 4:30 p.m.

CALL TO ORDER (6:00 p.m.)

PUBLIC COMMUNICATION

At this time, the Board of Trustees will listen to communication from the public on any Closed Session agenda item. Comments are limited to no more than three minutes per person.

CLOSED SESSION

- 1. Conference with Labor Negotiators Virginia Burley, Vice President, Instruction; and Bill Scroggins, President & CEO, per California Government Code Section 54957.6. Faculty Association; CSEA, Chapter 262; and CSEA, Chapter 651**
- 2. Conference with Legal Counsel - Settlement Agreements (2 cases)**

The Board reserves the right to modify the order of business in the manner it deems appropriate.

Closed session shall not extend past the designated time, but should the business considered in closed session require additional time, the Board shall reserve time after the public meeting to continue discussion.

PUBLIC SESSION (6:30 p.m. Flag Salute)

MOMENT OF SILENCE

Observe a moment of silence in memory of **Walter J. Ebersole**, 97, who passed away December 14, 2012, at his home at Hillcrest in La Verne, CA. He graduated from Santa Barbara State College. After ten years in industry as an aeronautical engineer, he worked five years on the original faculty of Mt. San Antonio College. He then finished his career teaching at Cal Poly Pomona in the Mechanical Engineering Department, retiring in 1974. After retiring, he and his wife of 63 years, Helen Brownsberger Ebersole, enjoyed several years traveling the world. For specific information regarding memorial contributions, please contact the Mt. SAC President's office.

Observe a moment of silence in memory of **Harold VanBerg-Thurman**, age 78, who passed away on December 29, 2012, at The Villages Regional Hospital in Florida. Mr. Thurman graduated from Oklahoma State University with a degree in Geology. After receiving a Master's Degree in Education, Harold became a college professor and textbook author regarding oceanography and the physical sciences. During his career, he authored 20 editions of textbooks. Professor Thurman began teaching at Mt. SAC in 1968 and retired in 1995 to travel with his wife of 57 years, Ann. For specific information regarding memorial contributions, please contact the Mt. SAC President's office.

INTRODUCTIONS AND RECOGNITION

- **Introduction of the following newly appointed staff:**

Classified Employees

- **Rachel Brown**, Coordinator, Special Projects (Technology & Health)
- **Candyce Ramirez**, Laboratory Technician, Chemistry (Natural Sciences)

Confidential Employee

- **Brigitte Hebert**, Executive Assistant I (Fiscal Services)

Management Employees

- **Robert Conner**, Construction Project Manager (Facilities Planning & Management)
- **Gary Gidcumb**, Senior Construction Project Manager (Facilities Planning & Management)
- **Olesegun Phillips Alonge**, Construction Project Manager (Facilities Planning & Management)

Promotion

- **Krystal Hong**, ESL Instructional Support Specialist (ESL)

- **Recognition:**

- Awarding of a Certificate of Service to the following retiring employee:
 - **Jan Freeman**, Library Technician III (Library and Learning Resources), 28 years of service
- Citizens Oversight Committee Member's Service - **Steve O'Sullivan**, 1½ years of service
- Chamber Singers/Singcopation for garnering three platinum medals and taking second-place honors among 80 choirs that competed at the prestigious Xinghai International Choral Competition in Guangzhou, China, this past November.

APPROVAL OF MINUTES

Approval of minutes of the regular meeting of December 12, 2012. (See backup packet Pages 1 through 14.)

REPORTING OF ACTION TAKEN IN CLOSED SESSION

PUBLIC COMMUNICATION

At this time, the Board of Trustees will listen to communication from the public on matters that are not on the agenda. Under provisions of the Brown Act, the Board is prohibited from discussing or taking action on oral requests that are not part of the agenda. Comments are limited to no more than three minutes per person.

REPORTS

The Board requests that constituent group reports and other scheduled reports be limited to no more than five minutes.

1. Associated Students
2. Academic Senate
3. Classified Senate
4. Faculty Association
5. CSEA 262
6. CSEA 651
7. Mt. SAC Foundation
8. Other Unrepresented Groups

9. Board Communication

- At this time, the Board of Trustees will report on matters related to attendance at conferences, professional affiliations, and community involvement directly related to their functions as Board members.

10. President's Report – Bill Scroggins, President & CEO

- Annual Board Study Session – March 2, 2013

11. Informational Report - Budget Update (January Proposal), prepared by Mike Gregoryk, Vice President, Administrative Services.

12. Informational Report – Arise Program (AANAPISI Grant) Update, prepared by Audrey Yamagata-Noji, Vice President, Student Services. (See backup packet Pages 15 and 16.)

13. Informational Report - Enrollment Management Update, prepared by Virginia Burley, Vice President, Instruction. (See backup packet Page 17.)

CONSENT CALENDAR

All matters listed under ***Consent Calendar*** are considered by the Board of Trustees to be routine or sufficiently supported by back-up information as to not require additional discussion. Consent Calendar items will be enacted by one motion. There will be no separate discussion on these items prior to the time the Board votes on them, unless a Board member requests a specific item be removed from the Consent Calendar for discussion and a separate vote. Public comment on Consent Calendar items from anyone completing a card will be heard prior to the Board's vote on the Consent Calendar.

ADMINISTRATIVE SERVICES

1. Consideration of approval of the Appropriation Transfers and Budget Revisions Summary. (See backup packet Pages 18 through 22.)
2. Consideration of ratification to hire various Independent Contractors in order to acquire the expertise needed to accomplish College goals and to meet deadlines. Two of these individuals were added after the December Board deadline, and two of these individuals were originally submitted as vendor payment requests and later identified as Independent Contractors. (See backup packet Pages 23 and 24.)

3. Consideration of approval to hire various Independent Contractors in order to acquire the expertise needed to accomplish College goals and to meet deadlines. (See backup packet Pages 25 through 27.)
4. Consideration of approval of 2013-14 Nonresident Tuition Fees – (See backup packet Pages 28 and 29.)
5. Consideration of approval of an Agreement with Community College Search Services to provide assistance in the search and hiring process for the vacant positions of the Vice President, Instruction and Vice President, Human Resources. (See backup packet Page 30.)
6. Consideration of approval of a renewal agreement with The Network's ReportLine™ to provide an anonymous ethics and compliance reporting program. (See backup packet Pages 31 and 32.)
7. Consideration of approval of Resolution No. 12-06 – Water Quality Funding Initiative. (See backup packet Pages 33 through 35.)
8. Consideration of approval to reject a Claim Against the District by Student Number Ending in 8193, and that Administrative Services is instructed to notify the claimant and his legal counsel of the rejection in accordance with Government Code Sections 910 through 915.4. (See backup packet Page 36.)
9. Consideration of approval of agreements to provide Professional Design and Consulting Services with EPT Design for the Administration Building Site Improvements project; with Alta Environmental for an Annual Emissions Report project; with P2S Engineering, Inc. for the Administration Building Remodel project; and with PlanNet Consulting for the Child Development Center. (See backup packet Pages 37 and 38.)
10. Consideration of ratification of the following Change Orders:
 - RFQ No. 11-12-6 Hospital Simulation Room – AK Constructors, Inc. (Plumbing Contractor) – Change Order No. 1. (See backup packet Page 39.)
 - Bid No. 2775 Agricultural Sciences Complex (Unilateral Change Order) – Harbor Construction Co., Inc. (General Contractor) – Change Order No. 18. (See backup packet Page 40.)
 - Bid No. 2827 Child Development Center – Doja Inc. (Grading Contractor) – Change Order No. 4. (See backup packet Pages 41 and 42.)
 - Bid No. 2830 Child Development Center – Liberty Mutual/Safe Co. (General Contractor) – Change Order No. 3. (See backup packet Pages 42 and 43.)

- Bid No. 2844 Design Technology Center – Evans Brothers, Inc. (Site Prep & Site Utility Relocation Contractor) – Change Order No. 8. (See backup packet Pages 44 through 46.)
- Bid No. 2897 Agricultural Sciences Building Landscape – Harry H. Joh Construction, Inc. (General Contractor) – Change Order No. 4. (See backup packet Pages 47 through 50.)

11. Consideration of approval of the following Proposed Gifts and Donations to the College:

- Blaine Rodgers – Two breeding heifers that will enhance Mt. SAC’s cattle herd and provide additional lab opportunities, valued by donor at \$3,000, to be used by the Agricultural Sciences Department.
- Denise Andre’ – Horse training ramp and bridge, manufactured in 2007, valued by donor at \$1,500, to be used by the Equine Unit in the Agricultural Sciences Department for training and lab exercises.

HUMAN RESOURCES

12. Consideration of approval of Personnel Transactions, dated January 23, 2013. (See backup packet Pages 51 through 59.)

INSTRUCTION and STUDENT SERVICES

- 13. Consideration of approval of the Developmental Education Spring Conference planned for May 3, 2013. (See backup packet Page 60.)
- 14. Consideration of approval for the Jazz Band and the Vocal Jazz Ensemble “Frontline” students and faculty to participate in the Reno Jazz Festival/Competition, April 25-28, 2013. (See backup packet Page 61.)
- 15. Consideration of approval for Fermata Nowhere, the men’s a cappella group, faculty to compete in the quarterfinals of the International Championship of Collegiate A Cappella to be held in Tempe, AZ, February 1-3, 2013. (See backup packet Page 62.)
- 16. Consideration of approval for Forensics students and faculty to attend the Pi Kappa Delta tournament in St. Louis, MO, March 12-17, 2013. (See backup packet Page 63.)
- 17. Consideration of approval of new and modified courses for the 2013-14 academic year. (See backup packet Pages 64 through 66.)
- 18. Consideration of approval of an addendum to an affiliation agreement with Silver Lake Medical Center. (See backup packet Page 67.)
- 19. Consideration of approval of a contract between Tyra Consulting and the Center of Excellence CTE Hub. (See backup packet Page 68.)

20. Consideration of approval of a contract between Flagship Research and the Center of Excellence. (See backup packet Page 69.)
21. Consideration of approval of a contract with Evans & Sutherland Computer Corporation for maintenance and service for the John & Eleanor Randall Planetarium – Digistar SP2 computer hardware and planetarium projection system. (See backup packet Page 70.)
22. Consideration of approval of activities for the Child Development Workforce Initiative grant. (See backup packet Pages 71 and 72.)
23. Consideration of approval of a contract with California Market Center for the Family and Consumer Sciences Discipline/Industry Collaborative grant. (See backup packet Page 73.)
24. Consideration of approval of additions and changes to the Community Services Continuing Education Division. (See backup packet Pages 74 and 75.)
25. Consideration of approval to transfer and expend Alcoa Foundation grant funds for the Aspire Program. (See backup packet Page 76.)
26. Consideration of approval of a contract with Financial Aid Services (FAS) for Systems Technical support. (See backup packet Page 77.)

ACTION ITEMS

All items listed under “Action” will be discussed and acted on separately by the Board of Trustees.

1. Consideration of approval to accept the audit reports from Vicenti, Lloyd & Stutzman, Certified Public Accountants, for the fiscal year ending June 30, 2012, relating to books and records of the Mt. San Antonio Community College District Proposition 39, General Obligation Bonds (Measure R, November 2001, Leave Revenue Bonds 2007, and Bond Anticipation Notes 2009) Performance and Financial Audits. (Distributed as separate documents.)
2. Consideration of approval of Resolution No. 12-07 – 2012-13 Tax and Revenue Anticipation Notes (TRANS). (See backup packet Pages 78 through 105.)
3. Consideration of nominations for the 2013 CCCT Board of Directors. (See backup packet Pages 106 through 108.)
4. Consideration of approval of the proposal to initiate Faculty Negotiations Successor Agreement, Year 3 of 3-year Contract. (See backup packet Pages 109 and 110.)
5. Consideration of approval of proposal to initiate CSEA, Chapter 262 Negotiations for Third Year Reopener Agreement, July 1, 2011, through June 30, 2014. (See backup packet Pages 111 and 112.)

6. Consideration of approval of proposal to initiate CSEA, Chapter 651 Negotiations for Third Year Reopener Agreement, July 1, 2011, through June 30, 2014. (See backup packet Pages 113 and 114.)
7. Consideration of approval of proposed revisions to Board Policy 3410 – Nondiscrimination. (See backup packet Pages 115 and 116.)
8. Consideration of approval of proposed new Board Policy 6625 – College Fund-raising. (See backup packet Pages 117 and 118.)
9. Consideration of approval of proposed revisions to Board Policy 7130 – Compensation. (See backup packet Pages 119 and 120.)

DISCUSSION ITEMS

All items listed for “Discussion” will be discussed by the Board of Trustees but not acted on for approval. After discussion, the Board will determine whether an item returns the following month for action or further discussion.

1. Receive for first reading and discussion proposed revisions to various Board Policies. (See backup packet Pages 121 through 137.)
2. Receive for first reading and discussion proposed revisions to Board Policy 2730 – Health Benefits. (See backup packet Pages 138 and 139.)
3. Receive for first reading and discussion proposed revisions to Board Policy 5130 – Financial Aid. (See backup packet Pages 140 through 142.)

INFORMATION ITEMS

No action will be taken on items listed. All items are being provided to the Board of Trustees for information only.

1. Receive revisions to Administrative Procedures 4051 - Course Equivalencies and Variances; and AP 4260 - Prerequisites and Corequisites. (See backup packet Pages 143 through 148.)
2. Receive revisions to Administrative Procedure 5550 – Freedom of Expression (Speech: Time, Place, and Manner). (See backup packet Pages 149 through 151.)
3. Receive revisions to Administrative Procedure 7122 – Recruitment and Hiring: Management Employees. (See backup packet Pages 152 through 156.)

ADJOURNMENT

Future Board Meetings

February 27, 2013

March 2, 2013 (Board Study Session) (DeVry University, Pomona)

March 27, 2013

April 24, 2013

Upcoming Events

- | | |
|---------------------|--|
| January 16, 2013 | Registration Begins for 2013 Spring Credit and Continuing Education Classes |
| January 21, 2013 | Martin Luther King, Jr. Day – Campus Closed |
| January 21-22, 2013 | 2012 Special: Tales of the Maya Skies – 6:00 p.m., Randall Planetarium |
| January 11, 2013 | Last Day to Change Residency for Spring Semester |
| January 16, 2013 | Registration Begins for 2013 Spring Credit and Continuing Education Classes |
| January 21, 2013 | Martin Luther King, Jr. Day – Campus Closed |
| January 21-22, 2013 | 2012 Special: Tales of the Maya Skies – 6:00-7:00 p.m., Randall Planetarium |
| February 9, 2013 | Cash for College – 8:00 a.m.-3:00 p.m., Clarke Theater |
| February 14, 2013 | Opera Scenes – 8:00 p.m., Feddersen Recital Hall |
| February 15, 2013 | President’s Day Holiday – Campus Closed |
| February 18, 2013 | President’s Day Holiday – Campus Closed |
| February 20, 2013 | Classified Professional Development Day – Classified Opening Meeting Followed by Workshops – 10:00 a.m., Clarke Theater |
| February 25, 2013 | 2013 Spring Semester Begins |
| February 27, 2013 | Student Health Services Information Booth – 11:00 a.m.-1:00 p.m., Miracle Mile |
| February 28, 2013 | Annual Aspire Program Black History Month Celebration – 1:00-2:30 p.m., Building 9C Stage |

Upcoming Sports Events

January 16, 2013	Women's Basketball vs. El Camino College – 5:00 p.m., Gymnasium
	Men's Basketball vs. Compton College – 7:00 p.m., Gymnasium
January 23, 2013	Women's Basketball vs. East L. A. College – 5:00 p.m., Gymnasium
	Men's Basketball vs. L. A. Harbor College – 7:00 p.m., Gymnasium
January 30, 2013	Women's Basketball vs. Cerritos College – 5:00 p.m., Gymnasium
	Men's Basketball vs. El Camino College – 7:00 p.m., Gymnasium
February 1, 2013	Women's Basketball vs. Pasadena City College – 6:00 p.m., Gymnasium
February 6, 2013	Women's Basketball vs. Long Beach City College – 5:00 p.m., Gymnasium
	Men's Basketball vs. L. A. Southwest College – 7:00 p.m., Gymnasium
February 13, 2013	Men's Basketball vs. Pasadena City College – 7:00 p.m., Gymnasium
February 20, 2013	Women's Basketball vs. L. A. Southwest College – 5:00 p.m., Gymnasium
	Men's Basketball vs. East L. A. College – 7:00 p.m., Gymnasium

It is the intention of Mt. San Antonio College to comply with the Americans with Disabilities Act in all respects. Any person with a disability may request that this agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to the President's Office, 1100 North Grand Avenue, Walnut, CA 91789, 909.274.4250, 7:30 a.m. to 4:30 p.m., Monday-Friday, at least 48 hours prior to the meeting.

BOARD OF TRUSTEES

**BACKUP INFORMATION PACKET
FOR
REGULAR MEETING**

January 23, 2013





MT. SAN ANTONIO COLLEGE

REGULAR MEETING OF THE BOARD OF TRUSTEES

Wednesday, December 12, 2012

MINUTES

CALL TO ORDER

The regular meeting of the Board of Trustees of Mt. San Antonio College was called to order at 5:35 p.m. on Wednesday, December 12, 2012. Trustees Baca, Bader, Chen Haggerty, Chyr, and Hall were present.

STAFF PRESENT

Bill Scroggins, President/CEO; Virginia Burley, Vice President, Instruction; Mike Gregoryk, Vice President, Administrative Services; and Audrey Yamagata-Noji, Vice President, Student Services.

1. PUBLIC COMMUNICATION

None.

2. CLOSED SESSION

The Board adjourned to Closed Session to discuss the following items:

- **Conference with Legal Counsel - Settlement Agreements** (two cases)
- **Conference with Labor Negotiators Virginia Burley, Vice President, Instruction; and Bill Scroggins, President & CEO, per California Government Code Section 54957.6.**
Faculty Association; CSEA, Chapter 262; and CSEA, Chapter 651
- **Government Code Section 54957.6: Negotiation with Unrepresented Employee**
(College President)
Designated Negotiator: Board President

The Board reserves the right to modify the order of business in the manner it deems appropriate.

Closed session shall not extend past the designated time, but should the business considered in closed session require additional time, the Board shall reserve time after the public meeting to continue discussion.

3. PUBLIC SESSION

The public meeting reconvened at 6:39 p.m. The Pledge of Allegiance was led by Joe Jennum, Dean of Athletics.

4. ELECTION OF BOARD OF TRUSTEES OFFICERS

It was moved by Trustee Bader and seconded by Trustee Chen-Haggerty that Trustee Baca serve as President of the Board. Motion carried. Student Trustee concurred.

Trustee Baca assumed the office of Board President.

It was moved by Trustee Hall and seconded by Trustee Baca that Trustee Chyr serve as Vice President of the Board. Motion carried. Student Trustee concurred.

It was moved by Trustee Baca and seconded by Trustee Chyr that Trustee Hall serve as Clerk of the Board. Motion carried. Student Trustee concurred.

5. INTRODUCTIONS AND RECOGNITION

- **Introduction**

- Confidential Employee

- **Brigitte Hebert**, Executive Assistant I (Fiscal Services) (absent)

- **Recognition:**

- **Men's Soccer Team** captures fourth Straight State Championship, Defeating City College of San Francisco, 2-0, and finishing the season second in the country. Both Head Coach Juan Sanchez and Team Captain Norberto Ochoa spoke about what a great school Mt. SAC is for both athletics and curriculum. Coach Sanchez said their goal is to push their student athletes toward attending a four-year university upon their leaving Mt. SAC. He also thanked the Board for all of their support over the years. Team Captain Ochoa thanked the team for all their hard work, and he thanked the coaches because, without all of them, the championship would not have been possible.
 - Awarding of Certificates of Service to the following retiring employees:
 - **Robin Berilla-Whiteman**, Secretary (Student Life), 17 years of service (absent)
 - **Ronald Boerem**, Teaching Assistant (Learning Assistance Center), 36 years of service (present)
 - **Don Hurdle**, Electrician (Facilities Planning and Management), 22½ years of service (present)
 - **Olice King**, Senior Systems Analyst/Programmer (Information Technology), 12 years of service (absent)
 - **Carl Maxwell**, Custodian (Facilities Planning and Management), 20 years of service (present)
 - **Tom Meikle**, Manager, Purchasing (Fiscal Services), 4 years of service (absent)

Ms. Berilla-Whiteman's, Mr. King's, and Mr. Meikle's certificates will be mailed to their home addresses.

6. APPROVAL OF MINUTES

It was moved by Trustee Chen-Haggerty, seconded by Trustee Bader, and passed to approve the minutes of the regular meeting of November 14, 2012. Student Trustee concurred.

7. REPORTING OF ACTION TAKEN IN CLOSED SESSION

- Regarding item No. 1A: The Board voted 5-0 to approve a settlement in the amount of \$182,725.26 with R.C. Construction Services, Inc.
- Regarding item No. 1B: None.
- Regarding item No. 2: None.
- Regarding item No. 3: None.

8. PUBLIC COMMUNICATION

- Dominic Renada spoke regarding the shortage of classes at Mt. SAC. He suggested using reserves to pay for additional classes due to students' concern about their education.
- Jonathan D'Souza spoke regarding the implementation of the Student Success Act. He talked about the tuition being charged to students and the financial needs of those students.
- Eric Kaljumagi spoke regarding Consent item #18 regarding pay scale changes. He reiterated that he spoke against pay scale changes for managers a year ago and was chastised by a couple of employees, who are no longer with the College, in how disappointed they were that he spoke out. He returned to once again speak out against pay scale changes for managers and urged the Board to wait until the current classification study is completed and recommendations are made.

9. REPORTS

- Reports by the following constituency leaders were given and are posted on the College website with these minutes:
 - Ahmad Azawi, Associated Students President
 - Eric Kaljumagi, Academic Senate President
 - DeeJay Santiago, Classified Senate President
 - Jennifer Galbraith, Faculty Association President
 - Cason Smith, CSEA, Chapter 262 1st Vice President
 - Johnny Jauregui, CSEA, Chapter 651 President

10. BOARD COMMUNICATION

- Trustee Baca read the following reminder: “At this time, the Board of Trustees will report on matters related to attendance at conferences, professional affiliations, and community involvement directly related to their functions as Board members.”
- A. All Board members shared the following comments:
- They welcomed new employee Brigitte Hebert.
 - They congratulated Robin Berilla-Whiteman, Ronald Boerem, Don Hurdle, Olice King, Carl Maxwell, and Tom Meikle on their retirement.
 - They wished everyone happy holidays.
- B. Student Trustee Marin reported the following:
- She attended the Pomona Christmas Parade with Trustees Hall, Bader, and Baca.
 - Associated Students have been serving coffee for the studying students.
- C. Trustee Bader reported the following:
- She attended the annual Joint Board Dinner, where information is exchanged between the superintendents of the K-12 schools in the Mt. SAC District. She said it was very well done this year and was very beneficial to all.
 - She attended the Pomona Christmas Parade.
 - She attended the annual Wassail Dinner Concert. The Chamber Singers will be performing for the Pomona Rotary.
- D. Trustee Chyr reported the following:
- He attended the annual Joint Board Dinner and thoroughly enjoyed the event.
 - He attended the annual Wassail Dinner Concert and said it was the year’s highlight for him. He was impressed that the singers both entertained and served as the event’s waiters. He commended Choral Director Bruce Rogers for his wonderful leadership.
- E. Trustee Chen-Haggerty reported the following:
- She attended the annual Joint Board Dinner and was glad that she could attend on a night when she didn’t teach. She was impressed with the students’ work that was displayed on posters throughout the room.
- F. Trustee Hall reported the following:
- He attended the annual Joint Board Dinner.
 - He attended the annual Wassail Dinner Concert and thanked Carol Nelson, in the President’s Office, for all of her support in coordinating the Board’s events.
 - He attended the Pomona Christmas Parade.
 - He congratulated all the sports teams for a great season.

- He suggested that the Puttin' on the Hits committee amps up their marketing strategy.
- He commented on Proposition 30, and said that it was designed to prevent trigger cuts.

G. Trustee Baca reported the following:

- He thanked Trustee Bader for her year of service.
- He attended the Pomona Christmas Parade. He said it was one of the better organized parades.
- He attended the annual Wassail Dinner Concert.
- He said that, at the Board of Governors, they're working on getting graduating veterans out in the work place.
- He congratulated the Men's Soccer and Football teams for another outstanding season.

11. **PRESIDENT SCROGGINS' REPORT INCLUDED THE FOLLOWING:**

- He congratulated Trustee Baca for his election as the new Board President.
- He thanked Trustee Bader for her year of service on behalf of the staff and students. He presented her with a plaque and a crystal gavel. Trustee Bader remarked that it was an honor serving as President for the past year, and she thanked Dr. Scroggins and the Board for all of their support.
- He welcomed new employee Brigitte Hebert.
- He congratulated Robin Berilla-Whiteman, Ronald Boerem, Don Hurdle, Olice King, Carl Maxwell, and Tom Meikle on their retirement.
- He reported the following sports accomplishments:
 - The Men's Wrestling team took place 2nd in the State Championship. Head Wrestling Coach David Rivera was named Coach of the Year. Kenny Breaux captured first place in his weight class (184 lbs.).
 - The Men's Soccer team captured its fourth consecutive State Championship and finished the season second in the country.
 - The Football team finished the season with an 11-1 overall record, a conference and National Bowl championships, but came up short in their quest for the Southern California Championship.
 - The Women's Basketball team is ranked No. 1 in the state, and they're undefeated.
 - The Men's Basketball team is ranked No. 4 in the state, with an 11-1 record.
- He showed an article in today's City of Industry Newsletter that exemplifies Trustee Hall's leadership supporting many individuals in the community.
- This month, he completed his duties as the chair of the accreditation visiting team, which was a show-cause committee for College of the Redwoods. They will meet in January to

share the report that was written as a result of the visit. He thanked those at Mt. SAC who contribute to such a high level accreditation, which is very rare.

- Dr. Scroggins introduced Gema Ptasinski and Heather McGee, from Vicenti, Lloyd & Stutzman, who provided a report to the Board on the 2011-12 fiscal year audit for the College, Financial Aid, and Auxiliary Services.

Ms. McGee indicated that the College is meeting its reserve requirements. There were no difficulties encountered in performing the audit and, in addition, there were no audit adjustments, which is positive. There is a small list of uncorrected misstatements, which is minor past adjustments. There were no disagreements with management, and management has provided a representation letter, which is available at the District office, verifying that they have reported everything they were required to report, and they have accepted the responsibility for the financial statements.

Ms. Ptasinski reported that there were no internal control or compliance findings related to State or federal programs.

Ms. Ptasinski thanked Vice President Mike Gregoryk and Associate Vice President Rosa Royce for a fantastic job done this year. She also thanked Vice President Audrey Yamagata-Noji and Director Gary Nellesen for their cooperation.

The audit reports are available in the Administrative Services Division office.

12. INFORMATIONAL REPORT

Gary Nellesen, Director, Facilities Planning & Management, gave a presentation on the Facilities Master Plan Update.

In the Facilities Master Plan, the concepts integrate Facilities Planning with Educational Plans, Technology Plans, Specific Project Plans, Infrastructure Plans, Land Use Plans, and Energy Plans. It's a living document, and planning is ongoing.

Recent facilities planning efforts include the "North Precinct," which is made up of the Student Services Annex, Food Services, Parking Structure, Business and Computer Technology, Public Transportation, Building 12 Renovation, Business and Computer Information Systems, Northwest Transit Stop, and Northeast Parking Area projects; the Athletics Complex East; and the Solar Power Plant.

Other concept plan maps were shown that included ADA Compliance, Storm Drain, Sanitary Sewer, Water Distribution, Emergency Vehicle Access Plan, Proposed Electrical, Proposed Gas, Proposed CHW and HHW, and Proposed Telecom Conduit.

A full build-out map of the proposed Gym Site was also discussed.

Director Nellesen presented several maps of the campus that show an overall view of the projects as well as Vehicular and Pedestrian Circulation maps; a Green Space and Open Space map; a Scope of Work map; ADA Compliance Plan; and a Landscape Illustrative map.

The final environmental impact statement is still to be completed.

Questions were asked regarding plan input, land leveling, protected walnut trees, parking, etc. Vice President Mike Gregoryk said that ongoing conversations are taking place with the City of Walnut regarding the parking structure, any construction on the south side of campus, across Grand Avenue, etc. He has worked very hard with the City Manager in order to keep him informed and to have mutual dialogue. Regarding the walnut trees, conversations are currently taking place to resolve this issue.

A question regarding the parking structure was raised, and Trustee Chyr asked for a copy of the parking study.

President Scroggins thanked Mr. Nellesen for his hard work and input on the Facilities Master Plan.

Mr. Nellesen's presentation is posted on the College website with these minutes.

13. CONSENT AGENDA

- Trustee Baca noted that, on Page 49, Consent item #14 – Technology Center (Building 23) Mold Abatement (Change Order) – *the building number is wrong; it should be **Buildings 28A and B***. He also noted that, on Page 52, Consent item #18 – Personnel Transactions – *under **Promotions**, to remove **Gloria Duneen Duffin***.
- It was moved by Trustee Bader, seconded by Trustee Chyr, and passed to approve or ratify the following items:

ADMINISTRATIVE SERVICES

1. Approval of the Appropriation Transfers and Budget Revisions Summary.
2. Ratification to hire various Independent Contractors in order to acquire the expertise needed to accomplish College goals and to meet deadlines. These individuals were originally submitted to Auxiliary Services as vendor payment requests.
3. Approval to hire various Independent Contractors in order to acquire the expertise needed to accomplish College goals and to meet deadlines.
4. Approval of Resolution No. 12-05 – Signature Changes to Existing Bank Accounts.
5. Approval of the reissuance of stale-dated Warrant No. 16933164, in the amount of \$33.49.
6. Approval to reject a Claim Against the District by Student Number Ending in 5704 and that Administrative Services is instructed to notify the claimant and his legal counsel of the rejection in accordance with Government Code Sections 910 through 915.4.
7. Ratification of a contract with Fletcher, Heald & Hildreth, PLC to provide legal services related to the relocation of the KSAK transmitter for an amount not to exceed \$5,000.
8. Approval of an agreement with Hughes Network Systems, LLC to provide satellite services for the Mt. SAC Fire Academy facility in Ontario, CA.
9. This item was pulled and acted upon separately (see paragraph No. 14).
10. This item was pulled and acted upon separately (see paragraph No. 15).
11. Approval of a lease agreement between the College and Thacker Berry Farms for the property located at the southwest corner of Grand Avenue and Amar Road for the period of February 1, 2013, through July 31, 2013, with payment to the College of \$1,000 per month.
12. Approval to reduce the retention from 10% to 5% for Continental Plumbing, Inc. on the

contract for the Child Development Center – Plumbing & Site Utilities package (Bid No. 2832).

13. Approval of agreements to provide Professional Design and Consulting Services with Hill Partnership, Inc. for the Agricultural Sciences Complex – Dog Kennel Addition project; and with P2S Engineering, Inc. for the Building 12 Modernization project.
14. This item was pulled and acted upon separately (see paragraph No. 16).
15. Approval of the following Contract Amendments:
 - Contract Student Support Services – HMC Architects (Professional Design and Consulting Services consultant) Amendment No. 2.
 - Contract Child Development Center – tBP Architecture (Professional Design and Consulting Services consultant) Amendment No. 14.
 - Contract Project Management Services for the Child Development Center – TOMIT Consulting, Inc. (Professional Design and Consulting Services consultant) Amendment No. 1.
 - Contract Facilities Master Plan Update 2009 – Marlene Imirzian and Associates Architects (Professional Design and Consulting Services consultant) Amendment No. 2.
16. Approval of the following Completion Notice:
 - Bid No. 2906 Purchase and Installation of Kitchen Equipment for Culinary Arts Program, R. W. Smith & Co. (Contractor.)
17. Approval of the following Proposed Gifts and Donations to the College:
 - NetafimUSA – Equipment: Netafim Techline Model #TLRW9-1810, valued by donor at \$1,350, to be used by the Agricultural Sciences Department.

HUMAN RESOURCES

18. This item was pulled and acted upon separately (see paragraph No. 17).
19. Approval of Renewal of Management Contracts.

INSTRUCTION and STUDENT SERVICES

20. Approval for aeronautics students to participate in the Pacific Coast Intercollegiate Flying Association SAFECON 2013 in Salinas, CA, January 15–21, 2013.
21. Approval for forensics students and faculty members to attend the International Debate Education Association Tournaments in Xi'an and Beijing, China, May 25 to June 10, 2013.
22. Approval of program fees for students in the Basic Fire Academy.

23. Approval of student fees for color printing cards for Interior Design students.
24. Approval of activities and acceptance of funds for the Student Support Services grant.
25. Approval of a contract with California Market Center for the Family and Consumer Sciences Discipline Industry Collaborative grant.
26. Approval of a contract with WebEx for the CyberWatch West grant.
27. Approval of a contract agreement with The Game.
28. Approval of a contract agreement with Flocasts, LLC.
29. Approval of new programs, new courses, and course modifications for the 2013-14 academic year.
30. Approval of Community Services courses for Winter and Spring 2013.
31. Approval of additions and changes to the Community Services Continuing Education Division.
32. Ratification of a contract with The Upper Crust Catering for catering services rendered December 6-8, 2012, for the annual Wassail Dinner Concert.

Student Trustee concurred.

14. CONSENT ITEM #9: AMENDMENT TO THE STRATA INFORMATION GROUP CONTRACT

It was moved by Trustee Bader and seconded by Trustee Hall to approve this item, which will provide technical and functional support services for 1,500 hours of consulting services at a cost not to exceed \$250,000 and extending the contract term to December 31, 2014.

Chief Technology Officer Vic Belinski explained that numerous requirements are being reviewed by his team at this time, with significant Banner changes in Financial Aid, to handle some of the upcoming mandates. Basically, the whole module has been disassembled. The new Dream Act process will be starting in early 2013, which will affect the way FAFSAs are accepted; changes in the way BOG waivers are awarded; aligning Financial Aid with students' education planning; Student Success Initiative; a new way in setting priority registration appointments; etc. There will also be significant changes in the Human Resources area.

In the next 18 months, a complete architecture change to Banner will also be implemented. Resources are short, especially with open positions and recent retirements. The goal is to hire as soon as possible; however, in the meantime, contracted services are necessary.

Trustee Chyr commented that he doesn't believe that vacancies in Human Resources, Fiscal Services, and Financial Aid should be filled with Banner experts at a cost of \$150/hour. Mr. Belinski stated that the Banner experts would not be working full-time; only as needed during peak times. Trustee Chyr suggested that, instead of hiring through Strata Information Group, the College hire Banner experts directly. Mr. Belinski indicated that he is the Secretary of the Banner Users Group for the California Community Colleges, and he has combed the state for such experts, to no avail.

Vice President Mike Gregoryk commented that these experts are needed to help with the Human Resources Banner Module transition. They are also needed to look at the database and give recommendations to fix it.

Trustee Chyr suggested that the open positions be advertised and filled as soon as possible.

Motion carried 4-1, with Trustee Chyr voting no. Student Trustee abstained.

15. CONSENT ITEM #10: FIVE-YEAR AGREEMENT WITH THE VINEWOOD COMPANY

It was moved by Trustee Hall and seconded by Trustee Bader to approve this item that includes a five-year agreement to provide Department of State Architect (DSA) construction inspection services commencing January 1, 2013.

It was asked why there is no listing of costs included in the analysis and fiscal breakdown, and why is the contract for five years.

Director Nellesen explained that the missing chart containing the costs was an oversight. He also explained that the contract is for five years because projects are typically for a lengthy amount of time, and we wouldn't want to change inspectors in the middle of a project. We do have the ability to terminate a contract at the end of each year, as an option to the College.

It was asked what the dollar amount would be, and Mr. Nellesen indicated that at a half-time inspector, the amount for a two-year project, the budget would be approximately \$175,000-\$200,000.

It was suggested that the item be amended as follows:

“Proposals for inspection services included a fee schedule for a variety of services including three classes of inspectors, supervision, and certified plans examiner (individuals certified by the State Architect to review construction documents for code compliance). Hourly rates were quoted for each class for regular time work and Sunday and holiday work. Regular time hourly rates range from \$69 for a class three inspector to \$79 for a class one inspector or plan examiner. The Vinewood Company will be paid these rates for actual hours worked with no minimums. Overtime and Sunday or holiday inspections, which are typically charged back to contractors wishing to expedite work, will be compensated at 1.5 times the regular rate. This is a fully burdened rate, and supervision is included at no additional cost. Since the contract is renewable for a number of years at the College's option, provisions are in place to increase these rates only when the prevailing wage rate for inspectors is increased by the Department of Industrial Relations (DIR).”

Motion carried. Student Trustee concurred.

16. CONSENT ITEM #14: RATIFICATION OF CHANGE ORDERS

It was moved by Trustee Chyr and seconded by Trustee Bader to approve this item.

Regarding Bid No. 2923, Technology Center Abatement – Janus Corporation (Hazardous Materials Abatement) – Change Order No. 1, it was questioned due to the 44.03% change to the contract cost.

Facilities Planning and Management Director Gary Nellesen explained that mold in seven restrooms was discovered after the original scope of work was done, and, due to the original proposal's low cost, this Change Order resulted in a high percentage of change.

- Bid No. 2830 Child Development Center – Liberty Mutual/Safe Co. (General Contractor) – Change Order No. 2.
- Bid No. 2832 Child Development Center – Continental Plumbing (Plumbing Contractor) – Change Order No. 3.
- Bid No. 2834 Child Development Center – Tri-Power Electric (Electrical Contractor) – Change Order No. 4.
- Bid No. 2897 Agricultural Sciences Building Landscape – Harry H. Joh Construction, Inc. (General Contractor) – Change Order No. 3.
- Bid No. 2923 Technology Center Abatement – Janus Corporation (Hazardous Materials Abatement) – Change Order No. 1.

Motion carried. Student Trustee concurred.

17. CONSENT ITEM #18: PERSONNEL TRANSACTIONS

It was moved by Trustee Chen-Haggerty and seconded by Trustee Hall to approve this item.

Regarding the permanent change for Dale Vickers, Director, Academic Technology & Infrastructure, proposed range change, it was suggested that this particular item be finalized when the classification study is completed. It was asked if this is the only change that is being challenged, and the answer was yes.

Chief Technology Officer Vic Belinski said that there is some history regarding this request; that, in June 2011, the Director, Enterprise Systems retired, and, due to the language in the job description, Human Resources recommended that this position be raised from an M-19 to an M-20 on the salary schedule. Therefore, there became an equity problem because the two job responsibilities are the same. The Director, Academic Technology & Infrastructure should be raised in accordance with the Director, Enterprise Systems on the salary schedule.

Vice President Gregoryk commented that this is something that fell through the cracks; that, when the Director, Enterprise Systems was advertised, the salary range was M-20. Therefore, in all fairness, the Director, Academic Technology & Infrastructure should also be M-20.

Jennifer Galbraith stated that some of the out-of-class recommendations are being requested as temporary and will be addressed again after the classification study is completed. She asked if, perhaps, the same can be approved for Dale Vickers.

Trustee Hall amended his original motion to affect this item for Dale Vickers' change in range from M-19 to M-20 as a temporary change to June 30, 2013, pending the recommendations from the classification study. Trustee Bader seconded the motion.

Motion carried. Student Trustee concurred.

18. ACTION ITEM #1: CITIZENS OVERSIGHT COMMITTEE APPOINTMENTS

It was moved by Trustee Bader and seconded by Trustee Hall to appoint Mike Shay and Jesus (Alex) Mendoza to a two-year term on the Citizens Oversight Committee, effective January 2013 through December 2014.

Motion carried. Student Trustee concurred.

19. ACTION ITEM #2: AMENDMENT TO PRESIDENT & CEO'S EMPLOYMENT AGREEMENT

It was moved by Trustee Hall and seconded by Trustee Bader to approve an amendment to Dr. Scroggins' employment agreement that will allow the College to provide him a tax-sheltered annuity in the amount of \$10,000 per year, for the periods July 1, 2012, to June 30, 2013; and July 1, 2013, to June 30, 2014.

Student Trustee Marin said that students would not agree to any kind of pay increase in this economic climate.

Trustee Hall explained that this was part of the negotiations with Dr. Scroggins when he was hired in 2011. One of the elements of negotiation at that time was that it would make sense to wait a year and look at Dr. Scroggins' performance in his position and then re-visit the issue. When compared to Dr. Nixon's contract, there is an inequity as Dr. Nixon was reimbursed \$10,000 per year for his STRS contribution. Therefore, this request for a \$10,000 per year for a tax-sheltered annuity will bring Dr. Scroggins' contract in line with Dr. Nixon's.

Trustee Chyr indicated that Dr. Scroggins' contract language regarding a tax-sheltered annuity was not based on performance; that it was at the sole discretion of the Board to provide \$10,000 for a tax-sheltered annuity for the period July 1, 2012, to June 30, 2013.

Trustee Marin made a motion to table this item, and Trustee Chyr seconded the motion. After some discussion, Trustee Marin withdrew her motion.

Trustee Hall amended his original motion to amend this item to approve providing \$10,000 for a tax-sheltered annuity for the period July 1, 2012, to June 30, 2013, only. The motion was seconded by Trustee Bader.

Motion carried 4-1, with Trustee Chyr voting no. Student Trustee abstained.

20. ACTION ITEM #3: AUDIT REPORTS FOR FISCAL YEAR ENDING JUNE 30, 2012

It was moved by Trustee Chyr and seconded by Trustee Hall to accept the audit reports from Vicenti, Lloyd & Stutzman, Certified Public Accountants, for the fiscal year ending June 30, 2012, relating to books and records of the Mt. San Antonio Community College District, Financial Aid, and Mt. San Antonio College Auxiliary Services Corporation.

Motion carried. Student Trustee concurred.

21. DISCUSSION ITEM #1: RECEIVE FOR FIRST READING AND DISCUSSION PROPOSED REVISIONS TO BOARD POLICY 3410 – NONDISCRIMINATION

The Board received for first reading and discussion proposed revisions to Board Policy 3410 – Nondiscrimination. No additional revisions were recommended. The revised Board Policy will be brought back to the Board in January for approval.

22. DISCUSSION ITEM #2: RECEIVE FOR FIRST READING AND DISCUSSION PROPOSED NEW BOARD POLICY 6625 – COLLEGE FUND-RAISING

The Board received for first reading and discussion proposed revisions to Board Policy 6625 – College Fund-raising. No revisions were recommended. The new Board Policy will be brought back to the Board in January for approval.

23. DISCUSSION ITEM #3: RECEIVE FOR FIRST READING AND DISCUSSION PROPOSED REVISIONS TO BOARD POLICY 7130 - COMPENSATION

The Board received for first reading and discussion proposed revisions to Board Policy 7130 - Compensation.

Trustee Chyr noted that, regarding foreign students, there is a lot of money being made by external agents. Dr. Scroggins indicated that, Mt. SAC is not currently using external agents, and any agreement with a foreign recruiting organization will require Board approval.

Dr. Scroggins suggested that a legal opinion be obtained regarding this subject. Therefore, this item will be brought back to the Board for approval pending legal opinion.

No additional revisions were recommended.

24. INFORMATION ITEM #1: NEW ADMINISTRATIVE PROCEDURE 6610 – FACILITIES PROJECT PRIORTIZATION

The Board received new Administrative Procedure 6610 – Facilities Project Prioritization, for information only.

25. INFORMATION ITEM #2: REVISIONS TO ADMINISTRATIVE PROCEDURE 6625 – COLLEGE FUND-RAISING

The Board received revisions to Administrative Procedure 6625 – College Fund-raising, for information only.

26. INFORMATION ITEM #3: REVISIONS TO ADMINISTRATIVE PROCEDURE 4105 – DISTANCE EDUCATION

The Board received revisions to Administrative Procedure 4105 – Distance Education, for information only.

27. INFORMATION ITEM #4: REVISIONS TO ADMINISTRATIVE PROCEDURE 4270 – USE OF GENERAL EDUCATION COURSES COMPLETED AT OTHER ACCREDITED INSTITUTIONS

The Board received revisions to Administrative Procedure 4270 – Use of General Education Courses Completed at Other Accredited Institutions, for information only.

28. ADJOURNMENT

The meeting adjourned at 10:09 p.m.

WTS:dl

**Arise Program (AANAPISI Grant)
Report to the Board, January 23, 2013
Prepared by Audrey Yamagata-Noji, Vice President, Student Services**

Grant Overview

Asian American Native American Pacific Islander Serving Institutions (AANAPISI) Program is a competitive federal grant provided through the United States Department of Education. In September 2011, Mt. San Antonio College (Mt. SAC) was awarded a \$2 million grant for five years (\$400,000 per year) to develop initiatives that will support the developmental needs and success of our Asian American and Pacific Islander (AAPI) students. The program initiatives will focus on five major areas: instructional support, counseling intervention, student development, faculty development, and research and evaluation.

Year 1 (October 1, 2011- September 30, 2012)

Activities:

- English (ENGL 67) and Math (MATH 50) Learning Communities offered in Summer 2012
- AmLa Department and The Writing Center implement instructional activities to support students' English language development: multiple workshops for Non-native English Speakers, Directed Learning Activities, Verbs Boot Camp, Conversation Circles, and faculty tutors (end of Spring 2012 and Summer 2012)
- Writing Center allocated funding (\$20,000) to provide additional hours of tutoring (estimated 1100 hours), for both Tutors in the Classroom and individual tutoring in The Writing Center. Funding for a Tutorial Specialist (\$20,880) was also provided to facilitate specialized training for tutors to work with Non-native English speakers and facilitate the workshops for Non-Native English speakers.
- Hosted a community event on February 29, 2012 to launch the College's receipt of the AANAPISI Grant
- Asian American Pacific Islander (AAPI) Heritage month celebrated through cultural performances and a showcase of traditional wear "Cultural Night" held on May 31, 2012
- Cultural awareness through a fieldtrip to the Pacific Islander Ethnic Art Museum
- Student Services workshops for program students: Financial Aid, Career Counseling, Educational Planning

Successes:

- Over 300 students participated in several activities supported by the grant. While students are able to participate in different ways, we are monitoring the progress of 75 students.
- Summer 2012, Learning Community cohorts
 - English 67- 100% Retention & Pass Rates
 - Math 50- 95% Retention; 89% Pass Rate
- Tutors in the Classroom, Success Rates (Spring 2012)-Tutors were assigned to several sections to provide dedicated tutoring to students throughout the semester.

Course	Success Rate (TC)	Success Rate (Non-TC)
AMLA 21S	83% (n=24)	79% (n=47)
AMLA 33R	83% (n=23)	75% (n=60)
AMLA 43W	87% (n=85)	62% (n=149)
ENGL 68	82% (n=22)	69% (n=1389)

- Over 70 non-native English speaking students received a certificate of completion for their participation in “Verbs Boot Camp”, a week-long workshop addressing the use of verb tenses

Year 2 (October 1, 2012 – September 30, 2013)

Activities:

- Continued support of Instructional Support, funding AmLa Department and Writing Center activities, as requested (\$74,296.00).
 - \$17,723 for Tutors in the Classroom (TC), includes TC for English Learning Community
 - \$20,000 for Individual Tutoring, The Writing Center
 - \$31,680 for Tutorial Specialist
 - \$4,893 for AmLa Faculty Tutors
- 80 students participated in the *Arise Program Student Commitment* event held on October 12, 2012. Event held to welcome students to the program, share available services and program expectations, and create an opportunity for students to meet each other in a large group setting.
- Developing database of Arise Program cohort to track students’ activity and progress
 - Cohort code created in Banner
 - Use of Group Studio for student communication
- Fall 2012 Learning Community offered in ENGL 68 and COUN 2 with 35 students
- October 2012- Completed and shared the first program newsletter, *Arise Now (electronic copies made available to campus community)*
- September 2012- Launched Arise Program website: www.mtsac.edu/arise
 - Students may apply online
 - Student access to program forms and calendar of events
 - *Arise Now* Newsletter
 - Student photos
- Student Services workshops/activities: Chinese American Museum fieldtrip, Fieldtrip to USC (collaboration with International Students)

Successes:

- Fall 2012, Learning Community cohort
 - English 68- 86% Retention; 66% Pass Rate

Short-Term Planning Focus (next six months):

- Organization of an Operational Advisory Committee for the AANAPISI grant
- Spring 2013 Learning Communities: ENGL 1A and COUN 5; MATH 51 and COUN 1
- Milestones Recognition Event recognizing and celebrating transferring and graduating Arise Program students, May 15, 2013, Founders Hall
- AAPI Heritage Month celebrating student culture and heritage through performances, May 29, 2013 Design Tech Bldg. 13
- Arise Student Summer Leadership Retreat, August 6, 7 and 8, 2013

Enrollment Management at Mt. San Antonio College **Prepared by Virginia Burley, Vice President, Instruction**

Background

In the last few months, we have heard concerns from many in our community about the negative impact on students resulting from the increasingly limited course offerings available at this college. Students, in particular, have asked that we survey students to learn what classes students need. To address questions that the Board members may have about how enrollment is managed at the College, this presentation explores the processes in place that we use both to decrease and increase class sections in response to State support.

The Problem: Declining in Enrollment

Between the academic years 2008-09 and 2011-12, the College reduced its enrollment from 32,685 Full-Time Equivalent Students (FTES) to approximately 28,702. In response to workload reductions by the State, the College reduced more than 800 sections for 2009-10 and an additional 605 sections (approximately 13,734 seats) for the 2011-12 year. The sequence of course cuts, as devastating as it has been for so many students at the College, required careful planning and deliberate decisions to maximize the course schedule to meet student needs.

Enrollment Management Plan

The Enrollment Management Plan was designed to guide enrollment decisions. It is responsive to the Chancellor's Office directives and funding changes that drive enrollment management decisions. The April 2011 version of the plan, provided for each Board Member, shows the enrollment targets for that year, outlines the College priorities linked with College goals, and indicates the broad communication required for plan implementation. On Page 3, the plan includes Schedule Development Guidelines that are categorized by courses of particular importance for different components of our student population: General Education and Transfer Courses, Career and Technical Education (CTE) Courses, Basic Skills Courses, and Noncredit Courses. No plan for managing enrollment would be adequate if it did not address the complex needs of our students. The plan was developed to give balance and appropriate consideration to the many needs our students have.

Considerations for Augmenting the Schedule

We have before us now an extremely valuable opportunity to add some courses back to the schedule with the passage of Proposition 30 in the November election. The additional funding will mean that we can add approximately 135 classes and open up roughly 4,000 seats. How will this augmentation be accomplished? Our process is based on the priorities established in our plan: we have identified the classes most in demand by students in various disciplines across the College and have as well identified courses that students need urgently for access to college and for program completion. The decisions about which course sections to add are discussed by department-level faculty with their division administrators; they are discussed at division meetings for coordinated planning. Proposals for course augmentation are explored in depth at Instruction team meetings to ensure coordination of effort across the College. The foundational principle guiding all of these discussions and decisions is paying close attention to the needs of Mt. SAC students.

Additionally, the College is charged with taking careful account of what additional support students need in order to be successful in these classes. It is not enough to provide seats in classrooms for students; we must ensure that we provide appropriate learning support in many different forms to maximize the success of our students in meeting their educational goals in a meaningful way.

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013 **CONSENT**

SUBJECT: Appropriation Transfers and Budget Revisions Summary

BACKGROUND

While all departments attempt to project their expenditures accurately, situations occur that make it necessary to submit appropriation transfers and budget revisions. Many times, an amount is budgeted, but the specific areas of expenditures are not determined until a later date. In these cases, the funds are then revised to the specific accounts.

ANALYSIS AND FISCAL IMPACT

Pursuant to the California Code of Regulations, Title 5, Sections 58307 and 58308, transfers of funds from the fund balance to any expenditure classification or between expenditure classifications and budget revisions can be made at any time with approval of the Board of Trustees. Any transfer from the fund balance to any expenditure classification must be approved by a two-thirds vote of the members of the Board of Trustees.

Funding Sources

**APPROPRIATION TRANSFERS
For the period 11/21/12 - 12/14/12**

Unrestricted General Fund - 11 and 13

From:

<u>Budget Classification</u>	<u>Amount</u>
5000 Other Operating Expenses/Services	\$ 4,704
6000 Capital Outlay	50,452
7950 Unassigned Fund Balance	<u>63,572</u>
Total	\$ 118,728

Prepared by: Rosa M. Royce Reviewed by: Michael D. Gregoryk
 Recommended by: Bill Scroggins Agenda Item: Consent #1

SUBJECT: Appropriation Transfers and Budget Revisions Summary

DATE: January 23, 2013

To:			<u>Amount</u>
	<u>Budget Classification</u>		
1000	Academic Salaries	\$	6,896
2000	Classified/Other Nonacademic Salaries		26,283
3000	Employee Benefits		55,747
4000	Supplies/Materials		17,729
7300	Interfund Transfers-Out		12,073
Total		\$	118,728

Restricted General Fund - 17

From:			<u>Amount</u>
	<u>Budget Classification</u>		
2000	Classified/Other Nonacademic Salaries	\$	12,700
4000	Supplies/Materials		35,115
7000	Other Outgo		200
Total		\$	48,015

To:			<u>Amount</u>
	<u>Budget Classification</u>		
1000	Academic Salaries	\$	8,793
3000	Employee Benefits		1,448
5000	Other Operating Expenses/Services		35,323
6000	Capital Outlay		2,451
Total		\$	48,015

Farm Operations Fund - 34

From:			<u>Amount</u>
	<u>Budget Classification</u>		
7940	Assigned Fund Balance	\$	2,631
Total		\$	2,631

To:			<u>Amount</u>
	<u>Budget Classification</u>		
4000	Supplies/Materials	\$	2,331
5000	Other Operating Expenses/Services		300
Total		\$	2,631

Bond Construction Fund - 42

From:			<u>Amount</u>
	<u>Budget Classification</u>		
4000	Supplies/Materials	\$	2,777
Total		\$	2,777

SUBJECT: Appropriation Transfers and Budget Revisions Summary

DATE: January 23, 2013

To:			
	<u>Budget Classification</u>		<u>Amount</u>
6000	Capital Outlay	\$	<u>2,777</u>
Total		\$	2,777

Associated Students Trust Fund - 71

From:			
	<u>Budget Classification</u>		<u>Amount</u>
5000	Other Operating Expenses/Services	\$	<u>762</u>
Total		\$	762

To:			
	<u>Budget Classification</u>		<u>Amount</u>
4000	Supplies/Materials	\$	<u>762</u>
Total		\$	762

Other Trust Funds - 79

From:			
	<u>Budget Classification</u>		<u>Amount</u>
5000	Other Operating Expenses/Services	\$	<u>1,000</u>
Total		\$	1,000

To:			
	<u>Budget Classification</u>		<u>Amount</u>
4000	Supplies/Materials	\$	<u>1,000</u>
Total		\$	1,000

BUDGET REVISIONS
For the period 11/21/12 - 12/14/12

Unrestricted General Fund - 11 and 13

Revenue:			
	<u>Budget Classification</u>		<u>Amount</u>
883900	Video Production	\$	25,600
884007	Planetarium - Sales		12,032
884024	Mountaineer - Advertising Sales		942
887750	Floral Design - Material Fees		10,150
888107	Parking Services - Special Events		34,467
888545	Paramedic Exam Fees		3,585
889000	Custodial - Recycling		1,178

SUBJECT: Appropriation Transfers and Budget Revisions Summary

DATE: January 23, 2013

889000	Southern California Edison - Data Center Rebate	\$	6,190
Total		\$	94,144

Expenditures:

<u>Budget Classification</u>			<u>Amount</u>
2000	Classified/Other Nonacademic Salaries	\$	8,305
3000	Employee Benefits		280
4000	Supplies/Materials		10,377
5000	Other Operating Expenses/Services		21,315
6000	Capital Outlay		53,867
Total		\$	94,144

Restricted General Fund - 17

Revenue:

<u>Budget Classification</u>			<u>Amount</u>
812003	Mt. SAC Student Support Services - Year 3	\$	78,865
865900	Child Development Training Consortium		10,000
885100	Mt. SAC Pilot Course - Rental Portion		23,024
886000	Mt. SAC Pilot Course - Rental Portion		366
Total		\$	112,255

Expenditures:

<u>Budget Classification</u>			<u>Amount</u>
1000	Academic Salaries	\$	27,610
2000	Classified/Other Nonacademic Salaries		26,906
3000	Employee Benefits		7,079
4000	Supplies/Materials		19,098
5000	Other Operating Expenses/Services		21,025
6000	Capital Outlay		1,607
7000	Other Outgo		8,930
Total		\$	112,255

Capital Outlay Projects Fund - 41

Revenue:

<u>Budget Classification</u>			<u>Amount</u>
898001	Risk Management Interfund Transfers-In - Americans with Disabilities Act (ADA)	\$	12,073
Total		\$	12,073

SUBJECT: Appropriation Transfers and Budget Revisions Summary

DATE: January 23, 2013

Expenditures:

<u>Budget Classification</u>	<u>Amount</u>
6000 Capital Outlay	\$ <u>12,073</u>
Total	\$ 12,073

RECOMMENDATION

It is recommended that the Board of Trustees approves the appropriation transfers within the Unrestricted General Fund (\$118,728), Restricted General Fund (\$48,015), Farm Operations Fund (\$2,631), Bond Construction Fund (\$2,777), Associated Students Trust Fund (\$762), and Other Trust Funds (\$1,000) pursuant to the California Code of Regulations, Title 5, Section 58307.

Further authorization is requested to approve the budget revisions and allow expenditures within the Unrestricted General Fund (\$94,144), Restricted General Fund (\$112,255), and Capital Outlay Projects Fund (\$12,073) pursuant to the California Code of Regulations, Title 5, Section 58308.

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT: Independent Contractor Ratifications

BACKGROUND

Approval of Independent Contractors.

ANALYSIS AND FISCAL IMPACT

Periodically, there is a need to hire independent contractors in order to acquire the expertise needed to accomplish College goals and to meet deadlines. The subsequent independent contractors are being submitted by Instruction and Administrative Services for the following rationale: Evan Chang and David Vanderlip were added after the December Board deadline; William Delgado and Francisco Ramirez could not be verified as an actual vendor by Fiscal Services. Following is a list of those independent contractors for Board approval:

Provider	Area/Department	Service/ Assignment	Date(s)	Amount Not to Exceed
Evan Chang	Instruction – Mt. SAC Water Forum Grant	Competition Judge	12/1/12– 12/31/12	\$200
William Delgado	Instruction – Kinesiology	Cater Water Polo Team Banquet	12/12/12	\$700
Francisco Ramirez dba S & S Equipment Repair	Instruction – Consumer Science & Design Technologies (Fashion)	Repair Service for Sewing Lab	11/1/12– 6/30/13	\$1,500
Tamara Sicard, Ph.D.	Instruction – Chemistry	Consultant – Development of Departmental Policies	1/20/13- 5/31/13	\$10,000
David Vanderlip	Administrative Services – Technical Services	Service, tune, and maintain the Steinway Piano	7/1/12– 1/31/13	\$1,458

Prepared by: Rosa M. Royce

Reviewed by: Michael D. Gregoryk

Recommended by: Bill Scroggins

Agenda Item: Consent #2

SUBJECT: Independent Contractor Ratifications

DATE: January 23, 2013

Funding Sources

- Restricted General Fund - Instruction – Mt. SAC Water Forum Grant.
- Unrestricted General Fund – Administrative Services – Technical Services, and Instruction – Kinesiology and Consumer Science & Design Technologies (Fashion).

RECOMMENDATION

It is recommended that the Board of Trustees ratifies the list of Independent Contractors, as presented.

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT: Independent Contractors

BACKGROUND

Approval of Independent Contractors.

ANALYSIS AND FISCAL IMPACT

Periodically, there is a need to hire independent contractors in order to acquire the expertise needed to accomplish College goals and to meet deadlines. Following is a list of independent contractors for Board approval:

Provider	Area/Department	Service/ Assignment	Date(s)	Amount Not to Exceed
Tyler Emerson	Instruction – Music	Accompanist/ Performer for Frontline Spring Vocal Jazz Rehearsal & Concert	6/5/13 6/8/13	\$200
Tyler Emerson	Instruction - Music	Accompanist/ Performer for Frontline Vocal Jazz Ensemble – Reno Jazz Festival	4/25/13 – 4/26/13	\$500
Linda Gomez- Ortigoza	Instruction – Family & Consumer Sciences (FCS) Discipline/Industry Collaborative Grant	Assist Guest Speaker at Fashion Symposium	2/1/13 – 5/30/13	\$250
Carson E. Hawk	Instruction – Music	Fermata Nowhere Recording Editing Music/Post Production	1/25/13 – 1/31/13	\$260
Tim Jaquette	Instruction – Music	Sound & Recording Engineer – Singcopation 2013 CD	1/24/13	\$1,500

Prepared by: Rosa M. Royce

Reviewed by: Michael D. Gregoryk

Recommended by: Bill Scroggins

Agenda Item: Consent #3

SUBJECT: Independent Contractors**DATE:** January 23, 2013

Provider	Area/Department	Service/ Assignment	Date(s)	Amount Not to Exceed
Dave Johnstone	Instruction – Music	Accompanist – Singcopation at Recording Studio	1/24/13	\$400
Dave Johnstone	Instruction – Music	Accompanist/ Performer for Frontline Vocal Jazz Ensemble – Reno Jazz Festival	4/25/13 – 4/26/13	\$500
Mike Scott	Instruction – Music	Accompanist/ Performer for Frontline Spring Vocal Jazz Rehearsal & Concert	6/5/13 6/8/13	\$300
Mike Scott	Instruction – Music	Accompanist/ Performer for Frontline Vocal Jazz Ensemble – Reno Jazz Festival	4/25/13 – 4/26/13	\$500
Ron Suffredini	Instruction – Music	Accompanist – Singcopation at Recording Studio	1/24/13	\$400
Ron Suffredini	Instruction – Music	Accompanist/ Performer for Frontline Vocal Jazz Ensemble – Reno Jazz Festival	4/25/13 – 4/26/13	\$500
David Vanderlip	Administrative Services -- Technical Services	Service, tune, and maintain the Steinway Piano	2/1/13 – 6/30/13	\$1,042

SUBJECT: Independent Contractors

DATE: January 23, 2013

Provider	Area/Department	Service/ Assignment	Date(s)	Amount Not to Exceed
Fred W. Volken	Administrative Services – Technical Services	Engineering Consultant to provide feasibility study and filing of paperwork for relocation and upgrade of transmitter and antenna for KSAK radio station, as required by Federal Communications Commission License.	1/28/13 – 6/30/13	\$6,000

Funding Sources

- Restricted General Fund – Instruction - Family and Consumer Sciences (FCS) Discipline/Industry Collaborative Grant.
- Unrestricted General Fund – Instruction – Music and Administrative Services – Technical Services.

RECOMMENDATION

It is recommended that the Board of Trustees approves the list of Independent Contractors, as presented.

BOARD OF TRUSTEES		
MT. SAN ANTONIO COLLEGE		
DATE:	<u>January 23, 2013</u>	CONSENT
SUBJECT:	<u>2013-14 Nonresident Tuition Fees</u>	

BACKGROUND

Education Code Section 76140 requires each district’s governing board to establish its nonresident tuition fee no later than February 1 for the succeeding fiscal year. Education Code Section 76140(e) enumerates options for a district to choose in setting its nonresident tuition fee. These options are: allowing a college to charge its actual computed cost, using a statewide average amount provided by the Chancellor's Office, or charging up to the level of any contiguous district. According to the above options, we are recommending a fee of \$192 per unit, which is the contiguous district fee for Chaffey Community College.

In addition to the nonresident tuition fee computed as specified above, Education Code Section 76141 authorizes community college districts to charge nonresident students an amount not to exceed the amount that was expended by the College for capital outlay in the preceding year divided by the total full-time equivalent students. This has been calculated by a formula that would allow us to charge an additional \$24 per unit. We are recommending that we charge the computed cost of \$24 per unit for fiscal year 2013-14, which is the maximum allowable charge.

ANALYSIS AND FISCAL IMPACT

State law allows the College to charge either the actual cost (which, for Mt. San Antonio College is \$196), the Statewide average (which is \$190), or a rate up to any contiguous district. The College is recommending we use the contiguous district fee for Chaffey Community College of \$192 for fiscal year 2013-14.

The total nonresident tuition rate proposed for 2013-14 would decrease from \$217 per unit to \$216 per unit. The rates for contiguous districts to Mt. San Antonio College are as follows:

<i>District</i>	<i>2012-13 Nonresident Fees</i>	<i>Proposed 2013-14 Nonresident Fees</i>
<i>Citrus</i>	$\$179 + \$38 = \$217$	$\$190 + \$19 = \$209$
<i>MT. SAN ANTONIO</i>	$\\$184 + \\$33 = \\$217$	$\\$192 + \\$24 = \\$216$
<i>Chaffey</i>	$\$179 + \$30 = \$209$	$\$192 + \$16 = \$208$
<i>Cerritos</i>	$\$179 + \$29 = \$208$	$\$190 + \$24 = \$214$

Prepared by: Rosa M. Royce Reviewed by: Michael D. Gregoryk
 Recommended by: Bill Scroggins Agenda Item: Consent #4

SUBJECT: 2013-14 Nonresident Tuition Fees

DATE: January 23, 2013

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees approves Mt. San Antonio College to charge the contiguous district fee for Chaffey College of \$192 per unit nonresident fee and a \$24 capital outlay fee, for a total nonresident tuition fee of \$216 per unit, effective for the 2013 Fall Semester.

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT: Agreement with Community College Search Services

BACKGROUND

The current College Vice President of Instruction has indicated her intention to retire in June 2013. The current College Vice President of Human Resources position has been vacant since September 2012, due to retirement. Also, Community College Search Services provided Mt. San Antonio College a professional to serve as Chief Human Resources Administrator/Consultant from September through December 2012. As the College begins the process of hiring individuals to fill these positions, it is necessary to enter into an agreement with Community College Search Services to assist Mt. SAC in the search and hiring process.

ANALYSIS AND FISCAL IMPACT

Community College Search Services assists community colleges in all aspects of locating and hiring college administrators. They will conduct comprehensive searches, recruit and facilitate the hiring process, prepare reference reports, and provide advice on any facet of hiring. Their recruitment process includes regional mailing, a target mailing, and telephone recruitment activities. The fee to provide these services is \$10,800 per position, to be paid in one increment upon completion of all services. Either party may cancel the agreement with a thirty-day notice to the other party. The fee for the services of the Chief Human Resources Administrator/Consultant is \$4,284 which is 10% of what Mt. SAC paid to the consultant.

Funding Source

Unrestricted General Fund.

RECOMMENDATION

It is recommended that the Board of Trustees approves the agreement between Mt. San Antonio College and Community College Search Services for an amount not to exceed \$25,884.

Prepared by: Michael D. Gregoryk

Reviewed by: Michael D. Gregoryk

Recommended by: Bill Scroggins

Agenda Item: Consent #5

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT: Renewal Agreement with The Network's ReportLine™

BACKGROUND

Audit requirements that became effective on July 1, 2003, prescribed school districts to take a more active role in fraud prevention within their institutions by establishing an anti-fraud program. These requirements provide guidance to help prevent, deter, and detect fraud within each institution. One recommendation set forth to assist with the detection of fraud within an institution is to provide a system where staff and students can anonymously report any suspected fraudulent activity.

Last year, VLS Fraud Solutions recommended The Network. The Network's ReportLine™ offers an ethics and compliance program covering telephonic and web reporting with a 24/7/365 multilingual integrated incident capture and educational/awareness materials to promote the program. These options provide a safe and confidential means for Mt. SAC staff and students to promote ethical behavior, prevent fraud, and detect suspicious and fraudulent activities. Anonymous tips are the most common method in detecting fraud. The Network satisfactorily completed its first year of service for Mt. SAC and has agreed to continue with its professional services at the same annual rate of \$1,800.

ANALYSIS AND FISCAL IMPACT

The advantages for providing these services are as follows:

- It sends a positive message "from the top" about integrity and zero tolerance;
- builds a framework for creating an effective anonymous reporting program;
- directs effective and efficient investigations with a centralized database of loss prevention and all types of incidents and issues affecting Mt. SAC;
- manages complex and numerous compliance and regulatory requirements;
- promotes and maintains an ethical workforce environment;
- measures trends, compares results, and identifies areas for improvement;
- protects privacy and is immediately accessible at a time best for the informant or complainant;
- captures all relevant (factual and emotional) information;
- is available to all employees, and anyone else doing business with the College, who are likely to report to a third party;

Prepared by: Rosa M. Royce

Reviewed by: Michael D. Gregoryk

Recommended by: Bill Scroggins

Agenda Item: Consent #6

SUBJECT: Renewal Agreement with The Network's ReportLine™

DATE: January 23, 2013

- uncovers both internal and external fraud risk and information;
- provides a timely assessment and professional response to alert; and
- acts as a positive public relations tool for administration, employees, students, and the public.

The annual fee for this service is \$1,800 and \$1,300 for education and awareness materials. These materials include posters and brochures with wallet cards for Mt. SAC employees. The total annual cost will be \$3,100. The term of this agreement is for one year and will automatically renew for successive twelve-month periods unless terminated earlier by either party with a written notice.

Funding Source

Unrestricted General Fund.

RECOMMENDATION

It is recommended that the Board of Trustees approves the renewal of the agreement with The Network to provide an anonymous ethics and compliance reporting program.

BOARD OF TRUSTEES MT. SAN ANTONIO COLLEGE	
DATE: <u>January 23, 2013</u>	CONSENT
SUBJECT: <u>Resolution No. 12-06 – Water Quality Funding Initiative</u>	

BACKGROUND

In June 2012, the Los Angeles County Board of Supervisors approved a water quality fee and gave the Los Angeles County Flood Control District (LACFCD) authorization to begin public outreach efforts. In November 2012, LACFCD began a mailing campaign to all property owners announcing the new fee program and established a protest hearing date of January 15, 2013. If a majority protest does not occur at the protest hearing, the Board of Supervisors will consider a resolution to hold an election. The financial impact of this proposed Water Quality Funding Initiative, and its effect on Mt. SAC, is unknown at this time. However, the costs could be substantial.

ANALYSIS AND FISCAL IMPACT

Resolution No. 12-06 declares that the Board of Trustees opposes the Los Angeles County Clean Water Clean Beaches Ballot Measure and directs the College President/CEO, or designee, to take all appropriate actions in opposition to the Ballot Measure and encourages the voting public to know more about the negative fiscal impact of this Ballot Measure on schools.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees adopts Resolution No. 12-06.

Prepared by: <u>Michael D. Gregoryk</u>	Reviewed by: <u>Michael D. Gregoryk</u>
Recommended by: <u>Bill Scroggins</u>	Agenda Item: <u>Consent #7</u>

**MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
RESOLUTION FOR THE WATER QUALITY FUNDING INITIATIVE
RESOLUTION NO. 12-06**

WHEREAS, the Mt. San Antonio Community College District is committed to helping provide a quality education to all students, preparing them for success in college and careers; and

WHEREAS, California ranks near the bottom or 47th nationally in its investment in education (per pupil funding); and

WHEREAS, the Los Angeles County Clean Water Clean Beaches Ballot Measure would charge parcel holders approximately \$200 million to fund various waterway related projects; and

WHEREAS; school districts and Mt. San Antonio College, as parcel owners, are not exempted from paying these fees, which will amount to approximately \$14 million charged to school districts county-wide; and

WHEREAS; these fees associated with the proposed Ballot Measure are ongoing and will continue annually until terminated by the County Board of Supervisors; and

WHEREAS; although the proposed Ballot Measure is one way to address an important public policy matter, its importance must be balanced against further cuts to instructional and support services provided to public school students and their families; and

WHEREAS; with the voter approval of Proposition 30 California residents have indicated their strong support for the funding of public education and disapproval of further cuts to educational programs.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees opposes the Los Angeles County Clean Water Clean Beaches Ballot Measure and directs the College President/CEO, or designee, to take all appropriate actions in opposition to the Ballot Measure; and

BE IT FURTHER RESOLVED that Mt. San Antonio College hereby encourages the voting public to know more about the negative fiscal impact of this Ballot Measure on schools.

PASSED AND ADOPTED this 23rd day of January 2013 by the Board of Trustees of the Mt. San Antonio Community College District of the County of Los Angeles, State of California, by the following vote:

AYES:

NOES:

ABSENT:

This is to certify that this is a true and correct copy of the resolution as adopted and approved at a regular meeting of the Board of Trustees of the Mt. San Antonio Community College District.

William T. Scroggins
College President/CEO and
Secretary to the Board of Trustees
Mt. San Antonio Community College District

BOARD OF TRUSTEES		
MT. SAN ANTONIO COLLEGE		
DATE:	<u>January 23, 2013</u>	CONSENT
SUBJECT:	<u>Claim Against the District – Student Number Ending in 8193</u>	

BACKGROUND

Government Code Sections 910 through 915.4 specifies the procedure by which a claimant may present a claim against the District for injury, damage, or loss.

ANALYSIS AND FISCAL IMPACT

On October 29, 2012, the District received a claim from the Law Offices of Kosnett and Durchfort on behalf of a student alleging that the District wrongfully dismissed the claimant from the Nursing program. The District’s claim administrator has reviewed the claim and requests that the Board take action to reject the claim.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees rejects the claim and that Administrative Services be instructed to notify the claimant of the rejection in accordance with Government Code Sections 910 through 915.4.

Prepared by: <u>Karen A. Saldana</u>	Reviewed by: <u>Michael D. Gregoryk</u>
Recommended by: <u>Bill Scroggins</u>	Agenda Item: <u>Consent #8</u>

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT: Professional Design and Consulting Services

BACKGROUND

In order to commence design on construction and renovation projects, it is necessary to retain the services of qualified professionals.

ANALYSIS AND FISCAL IMPACT

The following contracts are presented for approval:

#1	Consultant:	EPT Design	
	Project:	Administration Building Site Improvements	
Item	Description:	Amount	
	Professional landscape architecture to provide construction administration services for the Administration Building Site Improvements.	\$9,610.00	
	Reimbursable expenses:	\$300.00	
	Contract Amount, hourly not to exceed:		\$9,910.00

#2	Consultant:	Alta Environmental	
	Project:	Annual Emissions Report	
Item	Description:	Amount	
	Professional consulting services to provide a complete Annual Emissions Report for 2012. Services are provided for a fixed fee:	\$3,750.00	
	Contract Amount:		\$3,750.00

#3	Consultant:	P2S Engineering, Inc.	
	Project:	Administration Building Remodel	
Item	Description:	Amount	
	Professional electrical engineering services for revisions to the stand-alone cooling unit serving the second floor data distribution room at the Administration Building.	\$5,870.00	
	Contract Amount, not to exceed:		\$5,870.00

Prepared by: Gary L. Nellesen

Reviewed by: Michael D. Gregoryk

Recommended by: Bill Scroggins

Agenda Item: Consent #9

SUBJECT: Professional Design and Consulting Services

DATE: January 23, 2013

#4	Consultant:	PlanNet Consulting	
	Project:	Child Development Center	
Item	Description:	Amount	
	Professional electrical engineering services to update the design and monitor the installation of a video observation system that will be used to view child behavior and interaction in the three Child Development Center buildings.	\$11,900.00	
	Contract Amount, not to exceed:		\$11,900.00

Funding Sources

#1 – Measure R Bond.

#2 – Unrestricted General Fund.

#s3 and 4 – Measure RR Bond Anticipation Note.

RECOMMENDATION

It is recommended that the Board of Trustees approves the contracts, as presented.

BOARD OF TRUSTEES MT. SAN ANTONIO COLLEGE	
DATE: <u>January 23, 2013</u>	CONSENT
SUBJECT: <u>Hospital Simulation Room (Change Order)</u>	

BACKGROUND

Hospital Simulation Room (Change Order).

ANALYSIS AND FISCAL IMPACT

The following changes are necessary in order to provide the College with an operational and complete project, and to provide additional items not included in the original contract:

RFQ No.	11-12-6	Contractor:	AK Constructors, Inc. (Plumbing Contractor)	CO No.	1
Item	Change and Justification:			Amount	Time
1	Install additional receptacle, pressure gauges, hose fittings, and disconnects, per the owner's request. <i>Owner-directed change-design modification.</i>			\$670.00	0 days
2	Remobilization of plumbing contractor to complete medical pipe installation and drywall patching. <i>Miscellaneous change-due to delay.</i>			\$3,612.00	0 days
3	Install additional laminate to cover the exposed sink cabinet. <i>Owner-directed change-design modification.</i>			\$925.00	0 days
	Total			\$5,207.00	0 days
	Original Contract Amount				\$44,320.00
	Net Change by Previous Change Orders				\$0.00
	Net Sum Prior to This Change Order				\$44,320.00
	Amount of Change Order No. 1				\$5,207.00
	New Contract Sum				\$49,527.00
	Percentage of Change to Contract, to Date				11.75%

Funding Source

Measure RR Bond Anticipation Note.

RECOMMENDATION

It is recommended that the Board of Trustees ratifies the Change Order, as presented.

Prepared by: Gary L. Nellesen Reviewed by: Michael D. Gregoryk
Recommended by: Bill Scroggins Agenda Item: Consent #10

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT: Agricultural Sciences Complex (Unilateral Change Order)

BACKGROUND

Agricultural Sciences Complex (Unilateral Change Order).

ANALYSIS AND FISCAL IMPACT

Prior to the completion of the Agricultural Sciences project, Harbor Construction made a claim against the District in the amount of \$501,761.89. The majority of the claim is in dispute, and, while efforts have been made to settle the matter, a final agreement has not been reached. It is in the interest of the District to pay the contractor for any costs that can be validated at this time so that the contract can be finalized. The following change serves as an intermediate means of paying the contractor prior to a full and final settlement.

Bid No.	2775	Contractor:	Harbor Construction Co., Inc. (General Contractor)	CO No.	18
Item	Change and Justification:		Amount	Time	
1	Extended costs for field general conditions pre-construction period.		\$14,983.00	0 days	
2	Extended cost for field general conditions to job completion.		\$135,233.00	0 days	
3	Cost to install 16-guage custom slotted track to accommodate the sloped metal deck.		\$11,233.00	0 days	
4	Deduction for delays due to Harbor Construction.		<\$19,902.00>	0 days	
	Total		\$141,547.00	0 days	
	Original Contract Amount		\$3,868,000.00		
	Net Change by Previous Change Orders		\$526,526.82		
	Net Sum Prior to This Change Order		\$4,394,526.82		
	Amount of Change Order No. 18		\$141,547.00		
	New Contract Sum		\$4,536,073.82		
	Percentage of Change to Contract, to Date		17.27%		

Funding Sources

State Capital Outlay and Measure R Bond funds.

RECOMMENDATION

It is recommended that the Board of Trustees approves the Change Order, as presented.

Prepared by: Gary L. Nellesen Reviewed by: Michael D. Gregoryk

Recommended by: Bill Scroggins Agenda Item: Consent #10

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT: Child Development Center (Change Orders)

BACKGROUND

Child Development Center (Change Orders).

ANALYSIS AND FISCAL IMPACT

The following changes are necessary in order to provide the College with an operational and complete project, and to provide additional items not included in the original contract:

Bid No.	2827	Contractor:	Doja, Inc. (Grading Contractor)	CO No.	4
Item	Change and Justification:		Amount	Time	
1	Add wall-mounted Omega fencing along west retaining wall adjacent to west end of Building D to resolve a fall hazard adjacent to the pedestrian walkway. <i>Architect/engineer requirement-safety modification.</i>		\$14,805.00	0 days	
2	Additional footing removal, reinforcing steel couplings, masonry wall work, and temporary shoring per the revised footing and wall details of the DSA-approved drawings. <i>DSA/Code requirements-additional details required.</i>		\$26,412.00	0 days	
	Total		\$41,217.00	0 days	
	Original Contract Amount			\$1,626,000.00	
	Net Change by Previous Change Orders			\$132,865.20	
	Net Sum Prior to This Change Order			\$1,758,865.20	
	Amount of Change Order No. 4			\$41,217.00	
	New Contract Sum			\$1,800,082.20	
	Percentage of Change to Contract, to Date			10.71%	

Prepared by: Gary L. Nellesen

Reviewed by: Michael D. Gregoryk

Recommended by: Bill Scroggins

Agenda Item: Consent #10

SUBJECT: Child Development Center (Change Orders)**DATE:** January 23, 2013

The following Change Orders have previously been approved by the Board of Trustees:

Child Development Center	Date	Amount	%	Bid No. 2827 Doja Inc. (Grading Contractor)
Contract Amount		\$1,626,000.00		
C. O. No. 1	March 2011	\$82,717.50	5.09%	Site retaining wall and water proofing.
C. O. No. 2	July 2011	\$9,015.00	5.64%	Provide 2,000-gallon water truck for Campus-wide water shutdown; Perform over excavation at fire utility buildings.
C. O. No. 3	August 2012	\$41,132.70	8.17%	Provide additional concrete and enlarge the existing footings to reinforce the existing retaining wall; Install slab on grade and concrete equipment pad for Unit Substation.

Bid No.	2830	Contractor:	Liberty Mutual/SafeCo. (General Contractor)	CO No.	3
Item	Change and Justification:		Amount	Time	
1	Wrap exposed beams and rafters in one clerestory area in Building A to cover exposed rafter support hardware, and conceal conduits and junction boxes. <i>Architect/engineer requirement-additional details required.</i>		\$4,839.31	0 days	
2	Wrap exposed beams and rafters in three clerestory areas in Building B to cover exposed rafter support hardware and provide final encapsulation. <i>Architect/engineer requirement-additional details required.</i>		\$13,571.96	0 days	
3	Wrap exposed beams and rafters in three clerestory areas in Building C to cover exposed rafter support hardware and conceal conduits and junction boxes. <i>Architect/engineer requirement-additional details required.</i>		\$7,422.26	0 days	

SUBJECT: Child Development Center (Change Orders)

DATE: January 23, 2013

Bid No.	2830 (cont.)	Contractor:	Liberty Mutual/SafeCo. (General Contractor)	CO No.	3
Item	Change and Justification:			Amount	Time
4	Wrap exposed beams and rafters in three clerestory areas in Building D to cover exposed rafter support hardware and conceal conduits and junction boxes. <i>Architect/engineer requirement-additional details required.</i>			\$15,221.14	0 days
	Total			\$41,054.67	0 days
	Original Contract Amount			\$4,355,000.00	
	Net Change by Previous Change Orders			\$78,680.10	
	Net Sum Prior to This Change Order			\$4,433,680.10	
	Amount of Change Order No. 3			\$41,054.67	
	New Contract Sum			\$4,474,734.77	
	Percentage of Change to Contract, to Date			2.75%	

The following Change Orders have previously been approved by the Board of Trustees:

Child Development Center	Date	Amount	%	Bid No. 2830 Liberty Mutual/SafeCo. (General Contractor)
Contract Amount		\$4,355,000.00		
C. O. No. 1	July 2012	\$34,545.10	0.79%	Takeover agreement
C. O. No. 2	December 2012	\$44,135.00	1.81%	Provide additional door and gate hardware not included in the original scope of work; Provide credit for use of alternate type of gypsum board; Install backing and Z-bar flashing at base of roof "monitor" clerestories at all four buildings; Add motorized roller shades at clerestories in all four buildings.

Funding Source

Measure RR Bond Anticipation Note.

RECOMMENDATION

It is recommended that the Board of Trustees ratifies the Change Orders, as presented.

BOARD OF TRUSTEES MT. SAN ANTONIO COLLEGE	
DATE: <u>January 23, 2013</u>	CONSENT
SUBJECT: <u>Design Technology Center (Change Order)</u>	

BACKGROUND

Design Technology Center (Change Order).

ANALYSIS AND FISCAL IMPACT

The following changes are necessary in order to provide the College with an operational and complete project, and to provide additional items not included in the original contract:

Bid No.	2844	Contractor:	Evans Brothers, Inc. (Site Prep & Site Utility Relocation Contractor)	CO No.	8
Item	Change and Justification:			Amount	Time
1	Revise walkway at building entry to accommodate equipment to be used by the District's Maintenance staff. <i>Owner-requested change-design modification.</i>			\$9,500.00	0 days
2	Add rebar to sidewalk areas not included in original scope of work. <i>Owner-directed change-additional details required.</i>			\$16,449.36	0 days
3	Remove and replace truncated domes at the fire lane; new truncated domes were installed per color recommendation of the architect. <i>Miscellaneous change-design modification.</i>			\$5,300.00	0 days
	Total			\$31,249.36	0 days
	Original Contract Amount			\$1,599,000.00	
	Net Change by Previous Change Orders			\$251,425.49	
	Net Sum Prior to This Change Order			\$1,850,425.49	
	Amount of Change Order No. 8			\$31,249.36	
	New Contract Sum			\$1,881,674.85	
	Percentage of Change to Contract, to Date				17.68%

Prepared by: Gary L. Nellesen Reviewed by: Michael D. Gregoryk
 Recommended by: Bill Scroggins Agenda Item: Consent #10

SUBJECT: Design Technology Center (Change Order)

DATE: January 23, 2013

The following Change Orders have previously been approved by the Board of Trustees:

Design Technology Center	Date	Amount	%	Bid No. 2844 Evans Brothers, Inc. (Site Grading Contractor)
Contract Amount		\$1,599,000.00		
C. O. No. 1	May 2010	\$7,592.35	0.47%	Remove septic tank and install four concrete filled bollards.
C. O. No. 2	August 2010	\$44,715.32	2.80%	Wet soils remediation and install rodent screens.
C. O. No. 3	January 2011	\$15,580.84	0.97%	Install retaining wall; Install sub-drains; Dry-pack storm drain penetrations thru concrete retaining walls; Remove standing rain water; Grade and prep the south side of site; Adjust site retaining wall foundation for utilities; Pour slurry mix under chilled water lines.
C. O. No. 4	February 2012	\$106,522.54	6.66%	Demo north and south fire roadway; Revise concrete fire lane and grading; Delete traffic coating at second-floor balcony; Provide designate smoking area; Install sleeves for future landscape irrigation pipes and control wires.
C. O. No. 5	March 2012	\$17,492.68	1.09%	Metal fencing and gate; Sidewalk curb and gutter; Expose encasement; Sand for new drain line; Extra work performed.
C. O. No. 6	June 2012	\$46,482.52	2.90%	Modify grades and storm drains; Excavate wet soils; Clear site of debris; Add additional drain.

SUBJECT: Design Technology Center (Change Order)

DATE: January 23, 2013

Design Technology Center (cont.)	Date	Amount	%	Bid No. 2844 Evans Brothers, Inc. (Site Grading Contractor)
C. O. No. 7	October 2012	\$13,038.84	15.72%	Over-excavate and re-compact the west side stair footings and grade beam due to out-of-sequence work; Backfill and compact the crane pad footings at two locations and clear debris in order to prepare the crane pads for the steel erection; Remove and replace damaged footings due to excessive rains and replace with dry soils.

Funding Sources

- State Capital Outlay.
- Measure R Bond.
- Measure RR Bond Anticipation Note.

RECOMMENDATION

It is recommended that the Board of Trustees ratifies the Change Order, as presented.

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT: Agricultural Sciences Building Landscape (Change Order)

BACKGROUND

Agricultural Science Building Landscape (Change Order).

ANALYSIS AND FISCAL IMPACT

The following change is necessary in order to provide the College with an operational and complete project, and to provide additional items not included in the original contract:

Bid No.	2897	Contractor:	Harry H. Joh Construction, Inc. (General Contractor)	CO No.	4
Item	Change and Justification:		Amount	Time	
1	Prepare piping with foam wrapping for slurry at several sidewalks and downspouts per the architect's response to Request For Information #303. <i>Architect/engineer requirements/additional details required.</i>		\$2,049.37	2 days	
2	Over-excavate area 10' long for piping and crushed rock base per the architect's response to Request For Information #309R1. <i>Architect/engineer requirements/additional details required.</i>		\$1,268.33	2 days	
3	General Contractor support necessary to re-route four existing chiller lines and remove footing formwork and rebar from stair #5 and bottom stair landing per the owner's request. <i>Owner-directed change-design modification.</i>		\$529.57	1 day	
4	Pour slurry at top landing per the architect's response to Request For Information #319. <i>Architect/engineer requirements/additional details required.</i>		\$2,393.90	2 days	
5	Install 54 square feet of rebar and 33 linear feet of form for lower ramp wall footing for chiller pipes, and remove stain from rebar per the owner's request and the Inspector of Record's request. <i>DSA/Code requirement-owner-directed change-design modification.</i>		\$3,092.36	4 days	

Prepared by: Gary L. Nellesen

Reviewed by: Michael D. Gregoryk

Recommended by: Bill Scroggins

Agenda Item: Consent #10

SUBJECT: Agricultural Sciences Building Landscape (Change Order)**DATE:** January 23, 2013

Bid No.	2897 (cont.)	Contractor:	Harry H. Joh Construction, Inc. (General Contractor)	CO No.	4
Item	Change and Justification:		Amount	Time	
6	Install 60 linear feet of chamfer for the middle retaining wall and control joint per the architect's directive. <i>Architect/engineer requirements/additional details required.</i>		\$1,270.03	2 days	
7	Install 32 linear feet of leveling form at the lower retaining ramp wall per the architect's directive. <i>Architect/engineer requirements/additional details required.</i>		\$1,249.42	1 day	
8	Install 72 linear feet of chamfer for the lower retaining ramp wall and control joint per the architect's directive. <i>Architect/engineer requirements/additional details required.</i>		\$1,524.02	2 days	
9	Install 40 linear feet of leveling form at the lower retaining wall and replace 62 linear feet of chamfer per the architect's directive. <i>Architect/engineer requirements/additional details required.</i>		\$2,194.39	1 day	
10	Install 72 linear feet of vertical chamfer and control joint with each finish at the upper retaining wall per the architect's directive. <i>Architect/engineer requirements/additional details required.</i>		\$1,587.84	1 day	
11	Trench 20 linear feet for foam wrapped pipe re-routed at the upper landing area per the architect's response to Request For Information #336. <i>Architect/engineer requirements/additional details required.</i>		\$1,250.67	1 day	
12	Core drill for 4" perforated drain at the bottom of the lower ramp wall to protect the pipe at the outer wall, and pour slurry. <i>Architect/engineer requirements/additional details required.</i>		\$1,016.25	1 day	
13	Change locations of lighting pole footings for back-fill and compaction per the architect's response to Request For Information #332. <i>Architect/engineer requirements/additional details required.</i>		\$2,245.01	2 days	
14	Install expansion felt at sides of the retaining ramp walls, chilled off footings and dwelled at footings, and applied PSX 700 to exposed rebar, per the architect's response to Request For Information #345. <i>Architect/engineer requirements/additional details required.</i>		\$2,465.74	1 day	

SUBJECT: Agricultural Sciences Building Landscape (Change Order)

DATE: January 23, 2013

Bid No.	2897 (cont.)	Contractor:	Harry H. Joh Construction, Inc. (General Contractor)	CO No.	4
Item	Change and Justification:			Amount	Time
15	Install 962 linear feet of number four rebar at the sidewalk curb per the architect's response to Request For Information #347. <i>Architect/engineer requirements/additional details required.</i>			\$3,303.34	1 day
	Total			\$27,440.24	24 days
	Original Contract Amount			\$423,250.00	
	Net Change by Previous Change Orders			\$19,004.98	
	Net Sum Prior to This Change Order			\$442,254.98	
	Amount of Change Order No. 4			\$27,440.24	
	New Contract Sum			\$469,695.22	
Percentage of Change to Contract, to Date				10.97%	

The following Change Orders have previously been approved by the Board of Trustees:

Agricultural Sciences Landscape	Date	Amount	%	Bid No. 2897 Harry H. Joh Construction (General Contractor)
Contract Amount		\$423,250.00		
C. O. No. 1	August 2012	\$8,882.88	2.10%	Identify existing underground utilities not indicated on the drawings; Remove four existing, abandoned chilled water lines; Provide geo-textile fabric bridge at the bottom of the seat wall excavation to achieve the necessary compaction.
C. O. No. 2	November 2012	\$20,322.70	6.90%	Install additional rebar and chamfer per the architect's Field Work Directive. This information was not included on the original drawings.

SUBJECT: Agricultural Sciences Building Landscape (Change Order)

DATE: January 23, 2013

Agricultural Sciences Landscape (cont.)	Date	Amount	%	Bid No. 2897 Harry H. Joh Construction (General Contractor)
C. O. No. 3	December 2012	<\$10,200.60>	4.49%	Deduction for additional DSA inspection services; Deduction for additional geotechnical monitoring and testing services.

Funding Source

Measure RR Bond Anticipation Note.

RECOMMENDATION

It is recommended that the Board of Trustees ratifies the Change Order, as presented.

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT Personnel Transactions

CLASSIFIED EMPLOYMENT

Permanent New Hires

Name: Juarez, Maria Christina
 Position: Clerical Assistant New: No
 Department: Adult Basic Education
 Range/Step: A-52, Step 1 Salary: \$2,857.56/month
 Job FTE: 1.00/12 months
 Effective: 2/1/13

Name: Landas, Michael
 Position: Athletic Trainer New: No
 Department: Kinesiology & Athletics
 Range/Step: A-105, Step 1 Salary: \$2,300.00/month
 Job FTE: 0.475/12 months
 Effective: 1/24/13

Name: Lopez, Jesse
 Position: Student Services Outreach Specialist New: No
 Department: Counseling
 Range/Step: A-59, Step 1 Salary: \$3,063.70/month
 Job FTE: 1.00/12 months
 Effective: 1/24/13

Name: Madero Fernandez, Maria
 Position: Student Services Outreach Specialist New: No
 Department: Counseling
 Range/Step: A-59, Step 2 Salary: \$3,216.89/month
 Job FTE: 1.00/12 months
 Effective: 1/24/13

Name: Wilson, Kelly
 Position: Athletic Trainer New: No
 Department: Kinesiology & Athletics
 Range/Step: A-105, Step 1 Salary: \$2,300.00/month
 Job FTE: 0.475/12 months
 Effective: 1/24/13

Prepared by: Human Resources Staff

Reviewed by: Michael D. Gregoryk

Recommended by: Bill Scroggins

Agenda Item: Consent #12

SUBJECT: Personnel Transactions

DATE: January 23, 2013

Promotion

Name: Duffin, Gloria Duneen
Position: Secretary New: No
Department: Counseling
Range/Step: A-81, Step 5 Salary: \$4,635.31/month
Job FTE: 1.00/12 months
Effective: 1/24/13
Remarks: Correction to effective date

Temporary Changes of Assignment

Name: Duffin, Gloria Duneen
Position: Clerical Specialist
Department: Arise
Range/Step: A-69, Step 6 Salary: \$4,103.28/month
Effective: 1/1/13
End Date: 1/23/13
Remarks: Change in Job FTE from 0.475 to 0.950 (additional assignment)

Name: Miranda, Sandy
Position: Clerical Assistant
Department: Financial Aid
Range/Step: A-52, Step 3 Salary: \$2,520.36/month
Effective: 1/7/13
End Date: 3/29/13
Remarks: Change in Job FTE from 0.475 to 0.800

Name: Nunez, Alma
Position: Office Assistant
Department: Financial Aid
Range/Step: A-45, Step 3 Salary: \$1,763.09/month
Effective: 1/1/13
End Date: 3/29/13
Remarks: Change in Job FTE from 0.475 to 0.600

SUBJECT: Personnel Transactions

DATE: January 23, 2013

Temporary Out-of-Class Assignments

Name: Childs, Pamela
 From: Senior Buyer
 To: Purchasing Specialist
 Department: Purchasing
 Range/Step: A-95, Step 6 Salary: \$5,594.59/month
 Job FTE: 1.00/12 months
 Effective: 1/24/13
 End Date: 6/30/13

Name: Lawsiripaiboon, Anisa
 From: Caseworker
 To: Project/Program Specialist
 Department: CalWORKs
 Range/Step: A-79, Step 4 Salary: \$4,327.60/month
 Job FTE: 1.00/12 months
 Effective: 1/3/13
 End Date: 6/30/13

Name: Loadjaja, Evie
 From: Account Clerk II
 To: Account Clerk III
 Department: CalWORKs
 Range/Step: A-88, Step 6 Salary: \$5,218.16/month
 Job FTE: 1.00/12 months
 Effective: 1/3/13
 End Date: 6/30/13

Name: Ulloa, Gabriela
 From: Student Services Program Specialist
 To: Project/Program Coordinator
 Department: CalWORKs
 Range/Step: A-95, Step 5 Salary: \$5,328.17/month
 Job FTE: 1.00/12 months
 Effective: 1/3/13
 End Date: 6/30/13

Resignation/Termination

Allan Abutin, Sr. Systems Analyst/Programmer, Information Technology, effective 12/14/12
 Nina Vento, Account Clerk II, Facilities Planning and Management, effective 1/11/13

SUBJECT: Personnel Transactions

DATE: January 23, 2013

Retirement

Jan Freeman, Library Technician III, Library & Learning Resources Department, effective 12/29/12

Unpaid Leave of Absence

David Butler, Library Technician I, Library & Learning Resources Department, effective 2/1/13–2/28/13

TEMPORARY EMPLOYMENT

Substitute Employees

Per employment list (see Page 6).

Hourly Non-Academic Employees

Per employment list (see Page 6).

Professional Expert Employees

Per employment list (see Page 7).

New title and rate effective 1/2/13

Human Resources Consultant - \$90.41/hour

Student Employees

Per employment list (see Pages 8 and 9).

ACADEMIC EMPLOYMENT

Retirement

Richard Anderson, Professor, Air Conditioning, Welding & Water Technology, effective 12/14/12

Approval of Stipend

Master's Degree - \$1,500

Donald Sciore, Professor, Commercial and Entertainment Arts

SUBJECT: Personnel Transactions**DATE:** January 23, 2013**Additional Assignments**

PROVIDER	AREA/DEPARTMENT	SERVICE/AGREEMENT	PAY RATE	HIRE DATE
Aghyarian, Meray	ESL	ESL Flex Day Activity	42.52	02/22/13
Aghyarian, Meray	ESL	ESL Winter Retreat	42.52	02/08/13
Allen, Yvonne	ESL	ESL Flex Day Activity	45.55	02/22/13
Azpeitia, Maria	ESL	ESL Flex Day Activity	41.09	02/22/13
Barreto, Norma	ESL	ESL Flex Day Activity	41.09	02/22/13
Barreto, Norma	ESL	ESL Winter Retreat	41.09	02/08/13
Barry, Angela	ESL	ESL Flex Day Activity	42.52	02/22/13
Belblidia, Abdellah	ESL	ESL Flex Day Activity	45.55	02/22/13
Bhowmick, Nivedita	ESL	ESL Flex Day Activity	44.01	02/22/13
Bhowmick, Nivedita	ESL	ESL Winter Retreat	44.01	02/08/13
Brink, Janna	ESL	ESL Flex Day Activity	44.01	02/22/13
Carmelli, Orna	ESL	ESL Flex Day Activity	42.52	02/22/13
Carmelli, Orna	ESL	ESL Winter Retreat	42.52	02/08/13
Casian, Elizabeth	ESL	ESL Flex Day Activity	44.01	02/22/13
Cheng, Anny	ESL	ESL Flex Day Activity	45.55	02/22/13
Chui, Pamela	ESL	ESL Flex Day Activity	41.09	02/22/13
Cooke, David	ESL	ESL Flex Day Activity	42.52	02/22/13
DeFranco, Xinhua	ESL	ESL Flex Day Activity	45.55	02/22/13
Drewry Van Ommen, Woltertje	ESL	ESL Flex Day Activity	44.01	02/22/13
Evans, Doug	ESL	ESL Flex Day Activity	44.01	02/22/13
Fang, Elizabeth	ESL	ESL Flex Day Activity	41.09	02/22/13
Fang, Elizabeth	ESL	ESL Winter Retreat	41.09	02/08/13
Foisia, L.E.	ESL	ESL Flex Day Activity	41.09	02/22/13
Fowler, Mina	ESL	ESL Flex Day Activity	44.01	02/22/13
Gyurindak, Katalin	ESL	ESL Flex Day Activity	45.55	02/22/13
Hannon, Laura	ESL	ESL Flex Day Activity	44.01	02/22/13
Hayes, Mihaela	ESL	ESL Flex Day Activity	42.52	02/22/13
Herbst, Mark	ESL	ESL Flex Day Activity	44.01	02/22/13
Herbst, Mark	ESL	ESL Winter Retreat	44.01	02/08/13
Im, Anne	ESL	ESL Flex Day Activity	44.01	02/22/13
Jacob, Laura	ESL	ESL Flex Day Activity	41.09	02/22/13
Kao, Brenda	ESL	ESL Flex Day Activity	45.55	02/22/13
Kim, Grace	ESL	ESL Flex Day Activity	45.55	02/22/13
Kletzien, Kristi	ESL	ESL Flex Day Activity	45.55	02/22/13
Kolta, Shirley	ESL	ESL Flex Day Activity	41.69	02/22/13
Laffey, Mary	ESL	ESL Flex Day Activity	45.55	02/22/13
Lundblade, Shirley	ESL	ESL Flex Day Activity	45.55	02/22/13
Memmott, Fiona Marie	ESL	ESL Flex Day Activity	41.09	02/22/13
Messore, James	ESL	ESL Flex Day Activity	42.52	02/22/13
Miho, Yoshiko Dana	ESL	ESL Flex Day Activity	47.14	02/22/13
Ngo, Michael	ESL	ESL Winter Retreat	42.52	02/08/13

SUBJECT: Personnel Transactions**DATE:** January 23, 2013**Additional Assignments** (continued)

PROVIDER	AREA/DEPARTMENT	SERVICE/AGREEMENT	PAY RATE	HIRE DATE
Nixon, Lorrie	ESL	ESL Flex Day Activity	44.01	02/22/13
Ortega, Sonia	ESL	ESL Flex Day Activity	47.14	02/22/13
Prasad, Gayatri	ESL	ESL Flex Day Activity	45.55	02/22/13
Prasad, Gayatri	ESL	ESL Winter Retreat	45.55	02/08/13
Ramalingam, Leah	ESL	ESL Flex Day Activity	42.52	02/22/13
Ramalingam, Leah	ESL	ESL Winter Retreat	42.52	02/08/13
Ray, Jamie	ESL	ESL Flex Day Activity	45.55	02/22/13
Sanetrick, Michael	ESL	ESL Flex Day Activity	45.55	02/22/13
Silva, Sandra	ESL	ESL Flex Day Activity	44.01	02/22/13
Sunnaa, Andrea	ESL	ESL Flex Day Activity	45.55	02/22/13
Szok, Kenneth	ESL	ESL Flex Day Activity	47.14	02/22/13
Toloui, Mitra	ESL	ESL Flex Day Activity	45.55	02/22/13
Vandepas, Deborah	ESL	ESL Flex Day Activity	45.55	02/22/13
Vanegas, Yazmin	ESL	ESL Flex Day Activity	44.01	02/22/13
Vanegas, Yazmin	ESL	ESL Winter Retreat	44.01	02/08/13
Warner, Benjamin	ESL	ESL Flex Day Activity	42.52	02/22/13
Winner, Nacira	ESL	ESL Flex Day Activity	44.01	02/22/13
Yang, Kaishung	ESL	ESL Flex Day Activity	45.55	02/22/13
Yang, Kaishung	ESL	ESL Winter Retreat	45.55	02/08/13
Yanuaría, Christina	ESL	ESL Flex Day Activity	45.55	02/22/13

TEMPORARY EMPLOYMENT**Substitute Employees**

NAME	TITLE	DEPARTMENT	PAY RATE	HIRE DATE
Duran, Christopher	Electrician	Maintenance	24.57	12/12/12-05/12/13
Escobedo, Julio	Lab Technician	Business	21.57	11/13/12-06/30/13
Marin, Irma	Clerical Specialist	Arise (AANAPISI)	19.52	01/28/13-06/30/13
Valencia, Susana	Clerical Assistant	Adult Basic Education	16.49	01/02/13-01/31/13

Hourly Non-Academic Employees

NAME	TITLE	DEPARTMENT	PAY RATE	HIRE DATE
Clift, Joseph	Study Skills Assistant II	Tutorial Services	11.32	02/22/13-06/30/13
Houston, Marcellus	Administrative Aid	EOPS/CARE/CalWORKS	12.76	01/02/13-06/30/13
Lopez-Weissbuch, Ashley	Study Skills Assistant II	Adult Basic Education	11.32	11/15/12-06/30/13
Rodriguez, Erik	General Campus Worker	Foreign Language	8.00	12/01/12-12/06/12
Rojas, Raul	Tutor IV	Upward Bound	11.25	01/24/13-05/31/13
Ruiz De Fiero, Araceli	Study Skills Assistant III	Tutorial Services	12.48	01/24/13-06/30/13
Segon, Cindy	Instructional Aide	Child Development Ctr.	8.00	12/12/12-02/22/13
Silvestre, Sarah	Study Skills Assistant I	Tutorial Services	10.27	02/22/13-06/30/13
Wailase, Salote	Student Center Assistant	Arise (AANAPISI)	12.00	02/23/13-06/30/13
Williams, Marcus	Outreach Specialist	Student Services	12.50	01/02/13-06/30/13

SUBJECT: Personnel Transactions**DATE:** January 23, 2013**Professional Expert Employees – Extended Assignments**

NAME	TITLE	DEPARTMENT	PAY RATE	HIRE DATE
Amaro, Trenton	EMS Licensing Examiner I	Medical Services	15.00	12/08/12-06/30/13
Amaro, Trenton	EMS Licensing Examiner III	Medical Services	25.00	12/08/12-06/30/13
Amaro, Trenton	Paramedic Specialist	Medical Services	15.60	12/08/12-06/30/13
Baldwin, Linda	Human Resources Constl.	Human Resources	90.41	01/02/13-06/30/13
Bjorck, Sharon-Rose	Not For Credit Instructor II	Arise (AANAPISI)	45.00	01/07/13-02/17/13
Block, Stephanie	EMT Proctor	Medical Services	12.48	12/03/12-06/30/13
Brown, Rachael	Technical Expert I	Technology & Health	35.00	12/04/12-12/20/12
Bui, Huu	Project Expert/Specialist	EOPS/CARE/CalWORKs	25.00	01/02/13-06/30/13
Carroll, Brandon	EMS Licensing Examiner III	Medical Services	25.00	12/01/12-06/30/13
Carroll, Brandon	Paramedic Specialist	Medical Services	15.60	12/01/12-06/30/13
Chow, Tim	EMS Licensing Examiner I	Medical Services	15.00	12/08/12-06/30/13
Chow, Tim	EMS Licensing Examiner III	Medical Services	25.00	12/08/12-06/30/13
Chow, Tim	Paramedic Specialist	Medical Services	15.60	12/08/12-06/30/13
Couts, Daniel	EMS Licensing Examiner I	Medical Services	15.00	12/08/12-06/30/13
Couts, Daniel	EMS Licensing Examiner III	Medical Services	25.00	12/08/12-06/30/13
Couts, Daniel	Paramedic Specialist	Medical Services	15.60	12/08/12-06/30/13
Donaldson, Christopher	EMS Licensing Examiner III	Medical Services	25.00	12/08/12-06/30/13
Fernandez, Rudy	EMS Licensing Examiner III	Medical Services	25.00	12/03/12-06/30/13
Flannery, Chris	EMS Licensing Examiner III	Medical Services	25.00	12/08/12-06/30/13
Flannery, Chris	Paramedic Specialist	Medical Services	15.60	12/08/12-06/30/13
Gabbard, James	Lecturer-Fire Technology	Fire Technology	37.26	12/10/12-06/30/13
Gehr, Scott	EMS Licensing Examiner III	Medical Services	25.00	11/19/12-06/30/13
Giles, Naomi	Not For Credit Instructor II	Arise (AANAPISI)	45.00	01/07/13-02/17/13
Gonzalez, Richard	EMS Licensing Examiner III	Medical Services	25.00	12/08/12-06/30/13
Gonzalez, Richard	Paramedic Specialist	Medical Services	15.60	12/07/12-06/30/13
Merrick, Jennifer	EMS Licensing Examiner III	Medical Services	25.00	12/08/12-06/30/13
Merrick, Jennifer	Paramedic Specialist	Medical Services	15.60	12/08/12-06/30/13
Rodriguez Rojas, Robert	FAA Certified Lab Assist.	Aircraft Maintenance	15.00	11/29/12-06/30/13
Shelton, Megan	Interpreter III	DSP&S	30.00	01/07/13-06/30/13
Sherman, Robert	Exercise Trainer Assist. II	Kinesiology & Athletics	10.00	11/15/12-06/30/13
Sierra, Patrick	Exercise Trainer Assist. II	Kinesiology & Athletics	10.00	11/15/12-06/30/13
Silguero, Joseph	Paramedic Specialist	Medical Services	15.60	12/12/12-06/30/13
Villa, Alexander	Lecturer – Fire Technology	Fire Technology	37.26	12/10/12-06/30/13
Wilson, Maria	Exercise Trainer Assist. II	Kinesiology & Athletics	10.00	11/15/12-06/30/13
Wolfe, Jonathan	EMS Licensing Examiner I	Medical Services	15.00	12/08/12-06/30/13
Wolfe, Jonathan	EMS Licensing Examiner III	Medical Services	25.00	12/08/12-06/30/13
Wolfe, Jonathan	Paramedic Specialist	Medical Services	15.60	12/08/12-06/30/13

SUBJECT: Personnel Transactions**DATE:** January 23, 2013**Student Employees**

NAME	TITLE	DEPARTMENT	PAY RATE	HIRE DATE
Aceves, Brooke	Student Assistant I	Counseling	8.00	01/02/13-02/24/13
Allen, Maurissa	Student Assistant I	Counseling	8.00	01/02/13-02/24/13
Alvarado, Paola	Student Assistant II	Counseling	8.75	01/02/13-02/24/13
Arozco, Elena	Student Assistant I	DSP&S	8.00	12/06/12-12/14/12
Avalos, Cristina	Student Assistant V	Technology & Health	12.50	01/07/13-02/24/13
Berdin, Leandra	Student Assistant III	EOPS/CARE/CalWORKs	10.00	01/02/13-02/24/13
Bernal, Amber	Student Assistant II	Assessment & Matric.	8.75	12/17/12-02/22/13
Bougard, Demetri	Student Assistant IV	ACES	11.25	01/04/13-02/24/13
Brewton, Quinn	Student Assistant I	Kinesiology & Athletics	8.00	10/01/12-02/24/13
Briggs, Charles	Student Assistant IV	ACES	11.25	01/04/13-02/24/13
Carrillo, Michelle	Student Assistant II	Assessment & Matric.	8.75	12/17/12-02/22/13
Chenet, Keontra	Student Assistant II	Child Development Ctr.	8.75	10/15/12-02/22/13
Cisneros, Charles	Student Assistant II	Admissions & Records	8.75	12/17/12-02/24/13
Cooper, Austin	Student Assistant III	Career & Transfer	10.00	12/17/12-02/17/13
Cruz, Julian	Student Assistant II	Natural Sciences	8.75	11/01/12-12/20/12
Culross, Leeann	Student Assistant II	Admissions & Records	8.75	12/17/12-02/24/13
Dashiell, Raymone	Student Assistant V	Technology & Health	12.50	01/07/13-02/24/13
Delgado, Nicole	Student Assistant II	Assessment & Matric.	8.75	12/17/12-02/22/13
Diaz Bernal, Lidia	Student Assistant II	Assessment & Matric.	8.75	12/17/12-02/22/13
Diaz, Walter	Student Assistant III	Tutorial Services	10.00	01/07/13-02/24/13
Fernandez, Sandra	Student Assistant III	Career & Transfer	10.00	12/17/12-02/17/13
Fierro, Demitri	Student Assistant II	Tutorial Services	8.75	12/07/12-02/16/13
Flores, Iliana	Student Assistant II	Counseling	8.75	01/02/13-02/24/13
Garcia, Angelica	Student Assistant II	Continuing Education	8.75	12/01/12-02/24/13
Gomez, Sergio	Student Assistant III	Radio/TV	10.00	12/03/12-02/22/13
Gonzalez, Lorenza	Student Assistant I	DSP&S	8.00	12/12/12-12/14/12
Guerrero, Manuel	Student Assistant I	DSP&S	8.00	12/05/12-12/14/12
Guilarte, Astrid	Student Assistant V	Foreign Languages	12.50	12/01/12-12/06/12
Gunn, Amanda	Student Assistant III	Tutorial Services	10.00	01/07/13-02/17/13
Ha, Huy	Student Assistant III	Drafting	10.00	12/04/12-02/22/13
Isaguirre, Mimi Joy	Student Assistant V	Tech. & Health	12.50	01/07/13-02/24/13
Jimenez, Itsel	Student Assistant II	Child Development Ctr.	8.75	12/03/12-02/22/13
Johnson, Heather	Student Assistant III	EOPS/CARE/CalWORKs	10.00	01/02/13-02/24/13
Jones, Ashley	Student Assistant III	Career & Transfer	10.00	12/17/12-02/17/13
Labathe, Heather	Student Assistant I	Animal Sciences	8.00	11/12/12-02/24/13
Lauer, Allen	Student Assistant III	Grants	10.00	11/26/12-02/14/13
Leos, Michael	Student Assistant I	Kinesiology & Athletics	8.00	10/01/12-02/24/13
Liang, Kevin	Student Assistant I	Counseling	8.00	01/02/13-02/24/13
Lopez, Annalisa	Student Assistant III	Financial Aid	10.00	01/02/13-06/28/13
Lopez, German	Student Assistant I	Kinesiology & Athletics	8.00	10/01/12-02/24/13
Lopez, Veronica	Student Assistant III	DSP&S	10.00	12/03/12-02/22/13
Lzubakowski, Amanda	Student Assistant I	Animal Sciences	8.00	11/26/12-02/24/13
Martinez, Crystal	Student Assistant II	Counseling	8.75	01/02/13-02/24/13
Mau, Ryan	Student Assistant III	Radio/TV	10.00	12/03/12-02/22/13
Mendoza, Desiree	Student Assistant II	Assessment & Matric.	8.75	12/17/12-02/22/13

SUBJECT: Personnel Transactions**DATE:** January 23, 2013**Student Employees** (continued)

NAME	TITLE	DEPARTMENT	PAY RATE	HIRE DATE
Minero, Vanessa	Student Assistant V	Tech. & Health	12.50	01/07/13-02/28/13
Montel, Lizeth	Student Assistant II	Assessment & Matric.	8.75	12/17/12-02/22/13
Moreno, Hannah	Student Assistant V	Tech. & Health	12.50	01/07/13-02/24/13
Mortes, David	Student Assistant III	DSP&S	10.00	01/02/13-02/22/13
Navarro, Joshua	Student Assistant IV	Child Development Ctr.	11.25	11/16/12-02/21/13
Nelson, Gage	Student Assistant I	Kinesiology & Athletics	8.00	10/01/12-02/24/13
Nugent, Philip	Student Assistant I	Kinesiology & Athletics	8.00	10/01/12-02/24/13
Obert, Kelly	Student Assistant III	Career & Transfer	10.00	12/17/12-02/17/13
Ordaz, Lorena	Student Assistant I	Counseling	8.00	01/02/13-02/24/13
Orozco, Kevin	Student Assistant I	Kinesiology & Athletics	8.00	10/01/12-02/22/13
Orozco, Ryan	Student Assistant IV	ACES	11.25	01/07/13-02/24/13
Palmiere, Valentina	Student Assistant V	Technology & Health	12.50	10/25/12-02/15/13
Palomares, Susana	Student Assistant IV	Counseling	11.25	01/02/13-02/24/13
Parra, Rosa	Student Assistant II	Assessment & Matric.	8.75	12/17/12-02/22/13
Payne, Jonathan	Student assistant I	DSP&S	8.00	11/01/12-02/22/13
Piineda, Marlyn	Student Assistant II	Child Development Ctr.	8.75	10/15/12-02/22/13
Portillo, Tarah	Student Assistant II	Counseling	8.75	01/02/13-02/24/13
Portillo, Tarah	Student Assistant II	Counseling	8.75	02/25/13-06/30/13
Quintero, Catalina	Student Assistant IV	Tutorial Services	11.25	01/07/13-02/17/13
Ramirez, Jorge	Student Assistant II	Counseling	8.75	01/02/13-02/24/13
Richardo, Nicole	Student Assistant II	Admissions & Records	8.75	01/02/13-02/24/13
Rodriguez, Paulina	Student Assistant II	Counseling	8.75	01/02/13-02/24/13
Santos, Eric	Student Assistant II	Public Safety	8.75	11/09/12-02/17/13
Santoso, Ferry	Student Assistant I	Admissions & Records	8.00	01/24/13-02/24/13
Silva-Lopez, Ricardo	Student Assistant IV	Student Support Svcs.	11.25	01/14/13-02/24/13
Soltero, Griselda	Student Assistant II	Assessment & Matric.	8.75	12/17/12-02/22/13
Stopani, Karen	Student Assistant I	Counseling	8.00	01/02/13-02/24/13
Tran, Cindy	Student Assistant II	Assessment & Matric.	8.75	12/17/12-02/22/13
Tsao, Jennifer	Student Assistant I	Technology Services	8.00	11/27/12-02/24/13
Valencia, Alejandra	Student Assistant V	Foreign Languages	12.50	12/01/12-12/06/12
Zuniga, Paubla	Student Assistant I	Child Development Ctr.	8.00	10/01/12-02/22/13

BOARD OF TRUSTEES		
MT. SAN ANTONIO COLLEGE		
DATE:	<u>January 23, 2013</u>	CONSENT
SUBJECT:	<u>Developmental Education Spring Conference</u>	

BACKGROUND

The Mt. San Antonio College Developmental Education Study team has hosted a spring conference for the past several years to help educate instructors about theories of learning and teaching techniques. Approval is sought to continue this tradition with "Parachutes and Ladders XII – Building Global Citizens," planned for May 3, 2013, on campus.

The keynote speaker, Dr. Francisco Reveles, is Professor and Department Chair at California State University, Sacramento, in Educational Administration and Policy Studies. Dr. Reveles has conducted extensive field research in areas relating to resilience and risk-taking in Latino/migrant youth. His motivational keynote addresses utilize culturally relevant humor and audience participation; they stress the importance of moving away from a survival paradigm to one that emphasizes a success orientation in the education of our youth. It is anticipated that Mt. San Antonio College employees and off-campus participants will be able to attend the conference for a small fee to cover the costs of registration, food, conference materials, and parking. Dr. Reveles will receive compensation for his services as well as his travel expenses.

ANALYSIS AND FISCAL IMPACT

Anticipated cost (based on 150 participants) is \$8,000, broken down as follows:

Speaker fee and travel:	\$5,500
Promotional items:	\$ 500
Food:	\$2,000

Funding Sources

Anticipated participant registration fee (\$2,000), Basic Skills (\$6,000), and Unrestricted General Fund (\$1,000).

RECOMMENDATION

It is recommended that the Board of Trustees approves the Developmental Education Spring Conference, as presented.

Prepared by: <u>Bailey Smith</u>	Reviewed by: <u>Virginia R. Burley</u>
Recommended by: <u>Bill Scroggins</u>	Agenda Item: <u>Consent #13</u>

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT: 2013 Reno Jazz Festival Competition

BACKGROUND

The Mt. San Antonio College Jazz Band and the Vocal Jazz Ensemble "Frontline" request permission to participate in the Reno Jazz Festival/Competition hosted by the University of Nevada at Reno. The students will be traveling/attending with band director, Jeff Ellwood, and choral director, William McIntosh. Travel dates are April 25-28, 2013.

Since its inception in 1962, the Reno Jazz Festival/Competition has consistently attracted many of the best school bands in the nation. Students will have the opportunity not only to compete but to attend workshops with some of the finest clinicians and performers in the country.

ANALYSIS AND FISCAL IMPACT

The anticipated cost of this competition is \$10,000.

Funding Sources

Unrestricted General Fund (\$6,500) and Associated Students (\$3,500).

RECOMMENDATION:

It is recommended that the Board of Trustees approves participation in the Reno Jazz Festival/Competition, as presented.

Prepared by: Sue Long

Reviewed by: Virginia R. Burley

Recommended by: Bill Scroggins

Agenda Item: Consent #14

BOARD OF TRUSTEES		
MT. SAN ANTONIO COLLEGE		
DATE:	<u>January 23, 2013</u>	CONSENT
SUBJECT:	<u>Fermata Nowhere Quarterfinals International Championship of Collegiate A Cappella</u>	

BACKGROUND

The Mt. San Antonio College men’s a cappella group, Fermata Nowhere, has been selected by audition to compete in the quarterfinals of the International Championship of Collegiate A Cappella, being held at the Tempe Center for the Arts, in Tempe, AZ, February 1-3, 2013. The top two groups from this competition will move on to the semifinals to be held in Los Angeles, April 2013, where they will compete for a chance to participate in the finals held at the Lincoln Center for the Performing Arts, in New York City. William McIntosh, Director of Fermata Nowhere, will be accompanying the students for this competition.

The International Championship of Collegiate A Cappella is the only international competition that showcases the art of student a cappella singing. Their programs are dedicated to providing top-notch collegiate a cappella ensembles with valuable feedback from highly qualified judges and developing relationships with like groups while offering the participants the opportunity to showcase their talents to an international audience.

ANALYSIS AND FISCAL IMPACT

The estimated cost of this competition trip is \$2,500.

Funding Source

Unrestricted General Fund (Stars of Excellence).

RECOMMENDATION

It is recommended that the Board of Trustees approves Fermata Nowhere’s participation in this competition.

Prepared by: <u>Sue Long</u>	Reviewed by: <u>Virginia R. Burley</u>
Recommended by: <u>Bill Scroggins</u>	Agenda Item: <u>Consent #15</u>

BOARD OF TRUSTEES		
MT. SAN ANTONIO COLLEGE		
DATE:	<u>January 23, 2013</u>	CONSENT
SUBJECT:	<u>Forensics Students to Attend Pi Kappa Delta Tournament in</u> <u>St. Louis, MO</u>	

BACKGROUND

The Communication Department is requesting approval for 14 forensics students and faculty members Jeff Archibald, Daniel Cantrell, and Mei-Ling Hsieh to attend the Pi Kappa Delta Tournament on March 13-16, 2013, in St. Louis, MO. Travel dates are March 12-17, 2013.

ANALYSIS AND FISCAL IMPACT

The estimated cost of the trip is \$13,000.

Funding Source

Unrestricted General Fund (Departmental Travel Account).

RECOMMENDATION

It is recommended that the Board of Trustees approves the attendance of 14 forensics students and three faculty members at the Pi Kappa Delta Tournament, as presented.

Prepared by: <u>James Jenkins</u>	Reviewed by: <u>Virginia R. Burley</u>
Recommended by: <u>Bill Scroggins</u>	Agenda Item: <u>Consent #16</u>

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT: New and Modified Courses for the 2013-14 Academic Year

BACKGROUND

The following courses have been developed or modified to reflect changes within disciplines, provide additional general education options, meet industry requirements and advisory committee recommendations, and to provide avenues for transfer:

New Courses

CISD 21L
CISD 31L
CISN 51L
CISP 21L
CISP 24L
CISP 31L
CISP 34L
CISS 21L
CISS 23L
CISW 21L
CISW 24L
CISW 31L
R-TV 24
R-TV 25
R-TV 35
SIGN 299

Course Titles

Microsoft SQL Server Laboratory
Database Management - Oracle Laboratory
Cisco CCNA Networking and Routing
Programming in Java Laboratory
Advanced Java Laboratory
C++ Programming Laboratory
Advanced C++ Programming Laboratory
Network Vulnerabilities and Countermeasures Lab
Network Analysis, Intrusion Detection/Prevention Systems Lab
Secure Web Programming with ASP.NET Lab
Secure Server Side Web Programming Lab
Secure Web Servers Laboratory
American Film History
World Cinema
Pop Culture in the Media
Special Projects in Sign Language/Interpreting

Modified Courses

ADJU 68
ADJU 74
AGOR 30
AIRM 91A
AIRT 201
AIRT 203
AIRT 253
ARCH 27
ARTZ 50
ASTR 5L
BIOL 3
CHEM 10

Course Titles

Administration of Justice Report Writing
Vice Control
Ornamental Plants - Trees and Woody Shrubs
Airframe Maintenance Technology
Terminal Air Traffic Control
Enroute Air Traffic Control
Work Experience in Air Traffic Control
Design III - Environmental Design
Special Studio – Art Studies
Astronomical Observing Laboratory
Ecology and Field Biology
Chemistry for Allied Health Majors

Prepared by: Terri S. Long

Reviewed by: Virginia R. Burley

Recommended by: Bill Scroggins

Agenda Item: Consent #17

SUBJECT: New and Modified Courses for the 2013-14 Academic Year

DATE: January 23, 2013

<u>Modified Courses</u>	<u>Course Titles</u>
CHLD 67	Early Childhood Development Participation
CHLD 67L	Early Childhood Development Participation Laboratory
CHLD 68	Children with Special Needs
CISB 15	Microcomputer Applications
CISB 31	Microsoft Word
CISD 21	Database Management - Microsoft SQL Server
CISD 31	Database Management - Oracle
CISN 11	Telecommunications/Networking
CISN 24	Window Server Network and Security Administration
CISN 51	Cisco CCNA Networking and Routing
CISP 21	Programming in Java
CISP 24	Advanced Java Programming
CISP 31	Programming in C++
CISP 34	Advanced C++ Programming
CISS 21	Network Vulnerabilities and Countermeasures
CISS 23	Network Analysis, Intrusion Detection/Prevention Systems
CISW 21	Secure Web Programming with ASP.NET
CISW 24	Secure Server Side Web Programming
CISW 31	Secure Web Servers
ENGL 9A	Writing the Personal Journal
FASH 63	Fashion Retailing and Promotion
FRCH 53	Conversational French 1
HRM 70	Introduction to Lodging
MUS 45	Chamber Singers
NURS 70	Role Transition
PLGL 33A	Civil Procedure I
SIGN 239	Applied Interpreting
SOC 2	Contemporary Social Problems
SOC 2H	Contemporary Social Problems - Honors
STDY 80	Foundations for Academic Success
STDY 85A	Basic Overview of Strategies for Academic Success
STDY 85C	Online Learning Success Skills
STDY 100	University-level Academic Success Strategies
SURV 1A	Surveying
SURV 1B	Surveying
WELD 91	Automotive Welding, Cutting and Modification
WELD 96	Work Experience in Welding

SUBJECT: New and Modified Courses for the 2013-14 Academic Year

DATE: January 23, 2013

ANALYSIS AND FISCAL IMPACT

Courses were developed by College departments and divisions. Documentation has been thoroughly reviewed by the Educational Design Committee and approved by the Curriculum & Instruction Council and the Academic Senate.

Each course taught at Mt. San Antonio College has various costs depending upon the instructor or record (hourly vs. full-time), lecture-lab equivalency, and class size limits. The number of sections offered in a given semester by a division or department is variable. Every effort is made to offer courses in a cost-effective manner though prudent enrollment management.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees approves the above courses, effective with the 2013-14 academic year.

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT: Addendum to Affiliation Agreement with Silver Lake Medical Center

BACKGROUND

Mt. SAC currently has an affiliation agreement with Silver Lake Medical Center for students enrolled in the Nursing program. Students enrolled in the Psychiatric Technician Program also require use of clinical facilities for training. Silver Lake Medical Center, located in both Los Angeles and Rosemead, will provide our students with excellent training opportunities.

ANALYSIS AND FISCAL IMPACT

The existing affiliation agreement between Mt. SAC and Silver Lake Medical Center is the standard Mt. SAC agreement. No changes or amendments have been made.

The addendum to add students enrolled in the Psychiatric Technician Program shall be effective January 24, 2013.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees approves the addendum to the existing agreement with Silver Lake Medical Center.

Prepared by: Sarah Daum

Reviewed by: Virginia R. Burley

Recommended by: Bill Scroggins

Agenda Item: Consent #18

BOARD OF TRUSTEES MT. SAN ANTONIO COLLEGE	
DATE: <u>January 23, 2013</u>	CONSENT
SUBJECT: <u>Contract with Tyra Consulting for the Center of Excellence CTE Hub</u>	

BACKGROUND

The Center of Excellence’s Career and Technical Education (CTE) Hub is funded by SB70. The CTE Hub creates career exploration tools based on the research findings of the four Centers of Excellence and other resources. Documents and videos created are posted at www.path2careers.net for educators and students to access.

Tyra Consulting will provide services to the CTE Hub as follows:

- Create a marketing plan to reach more counselors and students in California, and increase traffic to the website and usage of the products posted online;
- Target and invite counselors and other key individuals to participate in a focus group to provide feedback on path2careers.net products; and
- Help promote path2careers.net through e-newsletters, e-mails, and presentations at meetings and conferences.

ANALYSIS AND FISCAL IMPACT

The Center of Excellence’s CTE Hub will contract with Tyra Consulting to provide the services described above for an amount not to exceed \$5,000. The term of the contract is January 24, 2013, through June 30, 2013. There will be no cost to the District’s general fund.

Funding Source

Center of Excellence’s CTE Hub budget (SB70 grant).

RECOMMENDATION

It is recommended that the Board of Trustees approves the contract between the Center of Excellence’s CTE Hub and Tyra Consulting.

Prepared by: <u>Joumana McGowan/Audrey Reille</u>	Reviewed by: <u>Virginia R. Burley</u>
Recommended by: <u>Bill Scroggins</u>	Agenda Item: <u>Consent #19</u>

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT: Contract with Flagship Research, Inc. for the Center of Excellence

BACKGROUND

The Center of Excellence (COE) is funded by the California Community Colleges Chancellor's Office, Economic and Workforce Development Program, to conduct workforce development research in Los Angeles and Orange Counties. In partnership with business and industry, the Center researches, analyzes, and presents information on regional workforce development needs, customized for community colleges.

To complete a study of the health care industry, the Center needs to hire a call center to survey up to 400 employers by phone for identification of hiring and training needs in the region.

ANALYSIS AND FISCAL IMPACT

The Center of Excellence will contract with Flagship Research, Inc. to:

- Develop a phone script for the survey;
- Develop a sampling plan and acquire a call list;
- Conduct up to 400 phone interviews;
- Make the survey available online for contacts willing to provide their email addresses; and
- Compile results and present them in a spreadsheet format.

The cost will depend on the number of calls needed to collect data on all of the occupations included in the study, but will not exceed \$21,000. The term of the contract is January 24, 2013, through April 30, 2013. There is no cost to the District.

Funding Source

Center of Excellence budget (Economic and Workforce Development Grant).

RECOMMENDATION

It is recommended that the Board of Trustees approves the contract between the Center of Excellence and Flagship Research, Inc.

Prepared by: Joumana McGowan/Audrey Reille

Reviewed by: Virginia R. Burley

Recommended by: Bill Scroggins

Agenda Item: Consent #20

BOARD OF TRUSTEES MT. SAN ANTONIO COLLEGE	
DATE: <u>January 23, 2013</u>	CONSENT
SUBJECT: <u>Contract with Evans & Sutherland Computer Corporation for the 'Digistar/ Encore' System in the Mt. SAC John and Eleanor Randall Planetarium</u>	

BACKGROUND

The annual maintenance and service contract between Evans & Sutherland Computer Corporation and Mt. SAC is now renewable for 2013. The contract provides on-site inspection, instrument adjustment, projection alignment and special software upgrades to assure optimum operation of the John and Eleanor Randall Planetarium - Digitstar SP2 computer hardware and planetarium projection system. This service agreement contract also provides for service hot-line technical support and the continuation of equipment warranties.

ANALYSIS AND FISCAL IMPACT

The contract is essential for the effective operation of the Randal Planetarium projection system. The annual cost is \$4,000.

Funding Source

Unrestricted General Fund.

RECOMMENDATION

It is recommended that the Board of Trustees approves the maintenance and service contract with Evans & Sutherland Computer Corporation.

Prepared by: Larry Redinger Reviewed by: Virginia R. Burley
Recommended by: Bill Scroggins Agenda Item: Consent #21

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT: Child Development Workforce Initiative Grant Activities

BACKGROUND

Mt. San Antonio College received an award notification for a grant titled “Child Development Workforce Initiative,” funded by the Los Angeles Universal Preschool. The purpose of the grant is to meet significant challenges that the early child care and education field has faced in attracting and maintaining a workforce that is adequately skilled, well prepared, and culturally and linguistically reflective of the children and families being served. The project will include a three-tier process that includes recruitment from high school, completion of Mt. SAC Child Development certificates and degrees, and transfer to a four-year university to complete a BA in Child Development or Early Childhood Education. This grant will support student completion of Child Development permits, certificates, transfer and degree requirements through dedicated advisement, workshops, coursework, and stipends for core members.

As part of the grant activities, authorization is requested to issue grants, in the amount of \$500 per semester, to participating four-year college/university students who qualify for the program.

ANALYSIS AND FISCAL IMPACT

The following students will be issued \$500 per semester upon verification that they have maintained eligibility for the program:

Amy Bishop	California State Polytechnic University, Pomona
Mario Bonilla	California State University, Los Angeles
Bernadette Esparaza	University of La Verne
Katherine Landeros	California State University, Fullerton
Desirae Las Cano Garibay	University of La Verne
Jacqueline Madrigal	California State Polytechnic University, Pomona
Maricella Mesa	Azusa Pacific University
Beth Nakatsui	California State Polytechnic University, Pomona
Florie Nava	Azusa Pacific University
Yvette Parra	Pacific Oaks College
Katy Tan	University of La Verne

Prepared by: Adrienne J. Price

Reviewed by: Virginia R. Burley

Recommended by: Bill Scroggins

Agenda Item: Consent #22

SUBJECT: Child Development Workforce Initiative Grant: Approval of Activities

DATE: January 23, 2013

Funding Source

Los Angeles Universal Preschool.

RECOMMENDATION

It is recommended that the Board of Trustees approves the activities, as defined above.

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT: Contract with California Market Center: Family and Consumer Sciences
Discipline/Industry Collaborative Grant

BACKGROUND

Mt. San Antonio College currently has a grant titled "Family and Consumer Sciences Discipline/Industry Collaborative," funded by the California Community Colleges Chancellor's Office. The project is designed to improve vocational and technical education statewide by implementing a comprehensive plan integrating the objectives of the Carl D. Perkins Career and Technical Education Act State Plan priorities. As part of the grant activities, authorization is requested to enter into contract with California Market Center.

ANALYSIS AND FISCAL IMPACT

The grant will sponsor a Fashion Symposium on April 21, 2013, for an estimated 750 community college students and faculty members from across the state. This event will include various fashion and merchandising student competitions and a live fashion show. The Fashion Symposium enables students to meet and interact with industry leaders and to participate in various presentations regarding up-to-date information in the field.

The event will take place at California Market Center in Los Angeles. Authorization is requested to amend and increase the current contract with California Market Center to add additional parking fees as well as a fully refundable \$5,000 security deposit. The amended contract amount is not to exceed \$16,950 for facilities and equipment rental, setup, and parking.

Activities will be carried out with grant funds. The project will not impact the College budget.

Funding Source

California Community Colleges Chancellor's Office.

RECOMMENDATION

It is recommended that the Board of Trustees approves the contract with California Market Center, as defined above.

Prepared by: Adrienne J. Price

Reviewed by: Virginia R. Burley

Recommended by: Bill Scroggins

Agenda Item: Consent #23

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT: Continuing Education Division Additions and Changes

BACKGROUND

The Continuing Education Division presents a wide variety of programs and courses each semester.

ANALYSIS AND FISCAL IMPACT

1. Adult Basic Education

Course Title/Program	Presenter	Remuneration
First Aid and CPR	Malone, Kristine	14 hours @ \$45/hour, not to exceed \$700
	Baca, Michael	18 hours @ \$45/hour, not to exceed \$900

2. Community Services: Additional Classes for Winter & Spring

Course Title/Program	Presenter	Remuneration	Fee
Project Management/PMP Exam Preparation Certificate	Fong, Chi Kwan	40%	\$262
L. A. City Welder Certification for SMAW and FCAW	Eisley, Ben	40%	\$152
Mexican Folklorico Dance	Hurtado, Isidro	40%	\$32

3. Community Services - Program Changes

Program	From	To
Air Traffic Control Radar Simulation: <ul style="list-style-type: none"> • Basic • Intermediate • Advanced 	Staff	Bannon, Kevin Decker, James Brown, Robert

Prepared by: Donna Burns

Reviewed by: Virginia R. Burley

Recommended by: Bill Scroggins

Agenda Item: Consent #24

SUBJECT: Continuing Education Division Additions and Changes

DATE: January 23, 2013

4. Approval of New Contracts

Agency	Expenses	Fee
<u>Contract #1213-007</u> All Americas, Inc. 18366 Colima Road, Suite 204 Hacienda Heights, CA 91745 English and American Culture Camps Dates: January 28 – March 31, 2013 (camp duration varies)	<u>Details:</u> Instruction: Staff @ \$200 Supplies: \$50	\$900/Day

5. Contract Renewals

Contract	Amount
Institute of Reading Development (IRD), 5 Commercial Boulevard, Novato CA 94949 Contract: February 1, 2013, through December 31, 2013 IRD will pay Mt. SAC 10% of all tuition collected.	No Cost to the District
MOU Continuation – L. A. Works (Los Angeles County WorkSource Center), Effective January 2013 for an indefinite period unless terminated by either party. Note: Possible revenue source through WIA Title 1 funding	No Cost to the District

Funding Sources

- 1 - Restricted Funds (PHCAST Grant for In-Home Support Services Training).
- 4 - New Contracts – Contracting Agency.
- 5 - Contract Extension – Restricted Funds.

RECOMMENDATION

It is recommended that the Board of Trustees approves the Continuing Education additions and changes, as presented.

BOARD OF TRUSTEES MT. SAN ANTONIO COLLEGE	
DATE: <u>January 23, 2013</u>	CONSENT
SUBJECT: <u>Transfer and Expend Alcoa Foundation Grant Funds for the Aspire Program</u>	

BACKGROUND

Through the Mt. San Antonio College Foundation, the Aspire Program has been awarded a \$15,000 grant from the Alcoa Foundation. The focus of the grant is to support Aspire’s math learning communities and to expose Aspire students to careers in STEM-related fields by providing funding for tutoring and textbooks. In order to expend the funds, the dollars must be transferred from the Foundation to Fiscal Services.

ANALYSIS AND FISCAL IMPACT

The \$15,000 Alcoa Foundation grant period is from October 2012 through June 30, 2013. Activities will be carried out with grant funds and will not impact the College budget.

Funding Source

Alcoa Foundation.

RECOMMENDATION

It is recommended that the Board of Trustees approves the expenditure of the Alcoa Foundation grant funds and approves the transfer of the grant funds from the Foundation to Fiscal Services.

Prepared by: Thomas G. Mauch Reviewed by: Audrey Yamagata-Noji
Recommended by: Bill Scroggins Agenda Item: Consent #25

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

CONSENT

SUBJECT: Contract with Financial Aid Services (FAS) for Systems Technical Support

BACKGROUND

The Mt. San Antonio College Financial Aid Department oversees federal Title IV programs such as the Pell Grant, SEOG, and Work study; State Cal Grant and Board of Governors Fee Waivers; subsidized and unsubsidized loan programs; scholarships; and Veterans services. The Financial Aid Department operations are dependent on the Banner system and federal software to maintain compliance and efficiency. To continue compliant implementation of new provisions for 2013-14 and to provide seamless technical services to our students, the Financial Aid Department proposes contracting with an external service provider, Financial Aid Services (FAS) to provide system analysis support and technical processing for a period of four months (March-June 2013).

ANALYSIS AND FISCAL IMPACT

The Financial Aid Services Company was founded in 1991 and has served 500 public and private colleges and universities. With their deep, specialized knowledge in all types of financial aid operations, they can provide customized support to the requested scope of an institution. A consultant from FAS will assist Financial Aid with maintaining systems support as well as troubleshoot and assess systems issues and implementation of new processes within Banner. Strata Information Group (SIG) did not have a financial aid consultant available for this assignment.

Based on the amount of work necessary, the FAS consultant will work four days a week, eight hours a day, resulting in roughly 32 billable hours each week. The fee is \$85 per hour, plus College-approved travel expenses. The estimated cost for a consultant for a four-month time period is not expected to exceed a total of \$60,000 and is available in existing Financial Aid accounts.

There will be no additional cost to the College's general fund.

Funding Source

Unrestricted General Fund and Board Financial Assistance Program (BFAP) Fund.

RECOMMENDATION

It is recommended that the Board of Trustees approves the Financial Aid Department's request to enter into a contract with Financial Aid Services for systems technical support.

Prepared by: Chau Dao

Reviewed by: Audrey Yamagata-Noji

Recommended by: Bill Scroggins

Agenda Item: Consent #26

BOARD OF TRUSTEES		
MT. SAN ANTONIO COLLEGE		
DATE:	<u>January 23, 2013</u>	ACTION
SUBJECT:	<u>Resolution No. 12-07 - 2012-13 Tax and Revenue Anticipation Notes</u>	
	<u>(TRANS)</u>	

BACKGROUND

California Community Colleges receives a large percentage of their income from the State monthly apportionments, property tax revenues, and enrollment fees. Due to the State’s current financial crisis, the 2012-13 cash flows are extremely challenging. Community college districts are facing the following challenges:

- A Statewide apportionment deferral estimated at \$801 million;
- Reduced apportionment payments for the first five months of 2013 that will be paid with a balloon payment on June 2013 estimated at \$855 million Statewide;
- A potential shortfall in the anticipated Education Protection Account (EPA), approved with Proposition 30; and
- A property taxes and fees shortfall estimated at \$327 million statewide, primarily due to Redevelopment Agencies’ (RDA) revenues not materializing.

ANALYSIS AND FISCAL IMPACT

Based on preliminary Chancellor’s Office estimates for the fiscal year 2012-13, Mt. SAC will receive approximately 42% of its apportionment payment in the month of June 2013. Another large cash portion will be received in July 2013 as a result of the \$801 million statewide apportionment deferral. These events will create cash shortages, and the District may not have sufficient cash to cover payroll and operating expenses in the General Fund commencing with the month of March 2013. Therefore, the District may need to borrow money by the issuance of temporary notes to cover its financial commitments in the General Fund.

Local agencies are authorized by Sections 53850 to 53858 of the Government Code to borrow money by the issuance of temporary notes, such as Tax and Revenue Anticipation Notes (TRANS).

The following resolution authorizes and approves the borrowing of funds, not to exceed \$20,000,000 for the fiscal year 2012-13, and the issuance and sale of 2012-13 Tax and Revenue Anticipation Notes (TRANS) through a statewide TRANS Program sponsored by the Community College League of California. Cash from the proceeds of the TRANS will be available to the District in March 2013, and the TRANS will be repaid in December 2013.

Prepared by: _____	Rosa M. Royce	Reviewed by: _____	Michael D. Gregoryk
Recommended by: _____	Bill Scroggins	Agenda Item: _____	Action #2

SUBJECT: Resolution No. 12-07 - 2012-13 Tax and Revenue Anticipation Notes (TRANS)

DATE: January 23, 2013

Adoption of this resolution and granting of authority to sell the TRANS does not obligate the District to do so. The resolution simply delegates the District's President & CEO and Vice President, Administrative Services the authority to decide whether to participate at the time final projected cash flow needs, pricing/interest, cost of issuance, and reinvestment rates are known. Due to these unknown factors, the costs cannot be accurately projected at this time, but it is believed to be minor due to the current low interest rates in the market.

Funding Source

Unrestricted General Fund.

RECOMMENDATION

It is recommended the Board of Trustees adopts Mt. San Antonio College's Resolution No. 12-07, authorizing and approving the borrowing of funds, not to exceed \$20,000,000, for the 2012-13 fiscal year, and the issuance and sale of 2012-13 Tax and Revenue Anticipation Notes (TRANS).

MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 12-07

RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2012-13; THE ISSUANCE AND SALE OF A 2012-13 TAX AND REVENUE ANTICIPATION NOTE THEREFORE; AND PARTICIPATION IN THE COMMUNITY COLLEGE LEAGUE OF CALIFORNIA TAX AND REVENUE ANTICIPATION NOTES PROGRAM

WHEREAS, local agencies are authorized by Section 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the Governing Board (the "Legislative Body") of the community college district specified in Section 23 hereof (the "District") has determined that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing specified in Section 23 hereof, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District, to satisfy operating or capital obligations of the District, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys of the District, as further described herein, for fiscal year ending June 30, 2013 ("Repayment Fiscal Year");

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of the Note (defined herein), in one or more series, on either a tax-exempt or taxable basis, as hereinafter defined;

WHEREAS, because the District obtained (i) fiscal accountability status effective July 1, 2009 pursuant to Section 85266 of the Education Code of the State of California, and (ii) fiscal independence effective July 1, 2012 pursuant to Section 85266.5 of the Education Code, the District may issue the Note in its name pursuant to the terms stated herein;

WHEREAS, it appears, and this Legislative Body hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected Unrestricted Revenues (defined herein) available for the payment of the principal of the Note and the interest thereon;

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of such Unrestricted Revenues;

WHEREAS, pursuant to Section 53856 of the Act, any Unrestricted Revenues can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the Community College League of California Tax and Revenue Anticipation Note Program (the "Program"), whereby participating local agencies (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Note (defined herein) marketed together with some or all of the notes issued by the Issuers participating in the Program;

WHEREAS, the underwriter or placement agent appointed in Section 21 hereof (the "Underwriter"), will structure one or more pools of notes or series of note participations (referred to herein as the "Note Participations", the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series by the principal amounts of the notes assigned to the Pool, (ii) whether interest on the Series of Note Participations is a fixed rate of interest or a variable rate of interest swapped to a fixed rate, (iii) whether interest on the Series of Note Participations is includable in gross income for federal income tax purposes, or (iv) other factors, all of which the District hereby authorizes the Underwriter to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee pursuant to a trust agreement (the "Trust Agreement") among such Issuers, the District, the California Community College Financing Authority (the "Authority") and Wilmington Trust, N.A., as trustee (the "Trustee");

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of Owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, as further described herein.

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in the Note and the Notes issued by other Issuers in such Series;

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the "Credit Agreement") between the Issuers and the respective Credit Provider;

WHEREAS, in the event that a Credit Instrument is unavailable, the District has determined that it is desirable to authorize a portion of the premium or proceeds received from the sale of the Note to be deposited, along with the moneys received from the sale of

Notes of other Issuers, into a reserve account to be held by the Trustee pursuant to the Trust Agreement and for the benefit of Owners of the Note Participations;

WHEREAS, the net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Legislative Body, or, in the case of the Credit Instruments, if any, and if not presented, in a form which complies with such requirements and standards as may be determined by the Legislative Body, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the Authorized Representative of the Pricing Confirmation;

WHEREAS, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Reimbursement Obligations, if any (as defined herein);

WHEREAS, pursuant to the Program, the Note and the Notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale or private placement through negotiation with the Underwriter or placement agent pursuant to the terms and provisions of a purchase agreement or comparable placement agent agreement, as applicable (collectively, the "Purchase Agreement") or sold on a competitive bid basis;

WHEREAS, the District has determined that, in order to reduce interest costs, it may be desirable to enter into one or more interest rate swaps; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, this Legislative Body hereby finds, determines, declares and resolves as follows:

Recitals. This Legislative Body hereby finds and determines that all the above recitals are true and correct.

Authorization of Issuance. This Legislative Body hereby determines to borrow solely for the purpose of anticipating certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District (including moneys deposited in inactive or term deposits but excepting certain moneys encumbered for a special purpose) generally available for the payment of current expenses and other obligations of the District (collectively, the "Unrestricted Revenues"), by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2012-2013 Tax and Revenue Anticipation Note," with an appropriate series designation if more than one note is issued (collectively, the "Note"), to be issued in the form

of a fully registered note or notes in the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the "Maturity Date"), and to bear interest, payable on its Maturity Date and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed the rate authorized by law, as determined in the Pricing Confirmation and indicated on the face of the Note (the "Note Rate").

If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any lawfully available revenues, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of the Trustee in Los Angeles, California.

Anything in this Resolution to the contrary notwithstanding, the Pricing Confirmation may specify that a portion of the authorized Principal Amount of the Note shall be issued as a separate series of taxable Note the interest on which is includable in the gross income of the holder thereof for federal income tax purposes (a "Taxable Note"). In such event, the Taxable Note shall be issued with an appropriate series designation and other terms reflecting such taxability of interest income, including without limitation, a taxable Note Rate and a taxable Default Rate; the terms of the Note, and other terms as appropriate, shall be deemed to include or refer to such Taxable Note; and the agreements, covenants and provisions set forth in this Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over any other Note.

This Board hereby authorizes issuance of such Note, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and this Resolution. Except as provided in Section 19(B) hereof, the Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at or prior to the execution and delivery of the Note.

Sale of Note; Delegation. Unless sold competitively, the Note as evidenced and represented by the Note Participations shall be sold to the Underwriter or other purchaser pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as an exhibit thereto (the "Pricing Confirmation"), on file with the clerk or secretary of the Legislative Body, is hereby approved. The authorized representatives set forth in Section 23 hereof, or a designated deputy thereof (the "Authorized Representatives"), each alone, are hereby authorized and directed to execute and deliver the Purchase Agreement in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however,* that the Note Rate shall not exceed that authorized by law, and that the District's *pro rata* share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the Principal Amount of the Note and the Principal Amount shall not exceed the Maximum Amount of Borrowing. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Program Approval. The Note shall be combined with notes of other Issuers into a Series and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the Authorized Representatives, each alone, are hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Representative following the execution by such Authorized Representative of the Pricing Confirmation), with such changes therein as said Authorized Representative shall require or approve, such approval of this Legislative Body and such Authorized Representative to be conclusively evidenced by the execution thereby of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking shall be set forth in the Preliminary Official Statement, defined herein, if any, and will also be set forth in the Final Official Statement, defined herein, if any. The Authorized

Representatives, each alone, are hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement, as defined in Article 11 of the Trust Agreement, shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Legislative Body shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

To the extent necessary, the Legislative Body hereby approves the preparation of a preliminary official statement (the "Preliminary Official Statement") and a final official statement (the "Final Official Statement") in connection with the offering and sale of the Note Participations. The Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Note Participations.

Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement and Final Official Statement, if any. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), is hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the end of the underwriting period, as defined in the Rule, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a Final Official Statement in substantially the form of the Preliminary Official Statement, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and

therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Reimbursement Obligations, the District shall owe only the percentage of such fees, expenses and Reimbursement Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

For purposes hereof, "Reimbursement Obligations" shall mean any obligations of the District to the Credit Provider under the Credit Instrument and/or the Credit Agreement, if any, all indemnification to the Credit Provider by the District, and all other amounts due to the Credit Provider by the District under the Credit Instrument and the Credit Agreement, including obligations evidenced by Defaulted Notes and overdue interest, to the extent permitted by law, in each case becoming due prior to, or as a result of or after, an Event of Default hereunder.

No Joint Obligation; Owners' Rights. The Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of taxable or tax-exempt Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. Except as provided in Section 7(C) herein, the obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution and the Note, as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

Disposition of Proceeds of Note.

(A) The moneys received from the sale of the Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund, or applicable subaccount thereof, held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement.

(B) The moneys received from the sale of the Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

(C) The District hereby authorizes a portion of the premium or proceeds received from the sale of the Note (net of the District's share of the costs of issuance) to be deposited, together with moneys received from the sale of Notes of other Issuers, into a reserve fund (the "Reserve Fund"), which is hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the benefit of Owners of the Note Participations.

Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from Unrestricted Revenues lawfully available for payment of the Notes.

To the extent the Note matures during the fiscal year following the Repayment Fiscal Year, the Note shall be payable only from Unrestricted Revenues which are received in or accrued to the Repayment Fiscal Year. Included in such revenues are apportionments which otherwise would be received between July 1, 2012 through June 30, 2013, but which, due to the deferral of such apportionments by the State will not be received until after June 30, 2013 ("Deferred Revenues"). The Deferred Revenues shall be accrued to the Repayment Fiscal Year and are hereby determined to be lawfully available to pay the principal of and interest on the Note.

As security for the payment of the principal of and interest on the Note, the District hereby pledges the first Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") received in the Repayment Months (as such term is defined below) identified in the Pricing Confirmation, and in each such Repayment Month up to the amounts identified in the Pricing Confirmation. The principal of the Note and the interest thereon shall constitute a first lien and charge on the Pledged Revenues and, to the extent not so paid, shall be paid from any other moneys thereof lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The Noteholders, Owners, and Credit Provider shall have a first lien and charge on such Pledged Revenues as herein provided.

In order to effect the pledge referenced in the preceding paragraph, the District hereby agrees and covenants to establish and maintain a special account within the District's general fund to be designated the "2012-13 Tax and Revenue Anticipation Note Payment Account" (the "Payment Account"), and further agrees and covenants to maintain the Payment Account until the payment of the principal of the Note and the interest thereon. Notwithstanding the foregoing, a subaccount of the Payment Account (the "Payment Subaccount") may be established for the District under the Trust Agreement and proceeds credited to such account shall be pledged to the payment of the Note. Transfers from the Payment Subaccount shall be made in accordance with the Trust Agreement. The District agrees to transfer to and deposit in the Payment Account the first Unrestricted Revenues received in the months specified in the Pricing Confirmation (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter) until the amount on deposit in the Payment Account, together with the amount, if any, on deposit in the Payment Subaccount, and taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentage of the principal and interest due on the Note specified in the Pricing Confirmation. In making such transfer and deposit, the District shall not be required to physically segregate the amounts to be transferred to and deposited in the Payment Account from the District's other general fund moneys, but, notwithstanding any commingling of funds for investment or other purposes, the amounts required to be transferred to and deposited in the Payment Account shall nevertheless be subject to the lien and charge created herein.

Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the Note required to be on deposit in the Payment Account and/or the Payment Subaccount in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Legislative Body and such Authorized Representative. In the event on the day in each such Repayment Month that a deposit to the Payment Account is required to be made, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available.

To the extent the District's Note is payable from Deferred Revenues, the Pricing Confirmation may specify that the deposits into the Payment Account from such Deferred Revenues may be made during a month subsequent to the respective Repayment Month, but in no event later than one month prior to the Maturity Date of the District's Note.

Any moneys placed in the Payment Account or the Payment Subaccount shall be for the benefit of (i) the holder of the Note and the owner of the Note and (ii) (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account and the Payment Subaccount shall be applied only for the purposes for which such accounts are created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Note Participations as

set forth in the Trust Agreement) and, if applicable, (to the extent provided in the Trust Agreement and, if applicable, the Credit Agreement) the payment of all Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, to make payments to a Swap Provider, if any, as defined in the Trust Agreement, pursuant to a Swap Agreement, if any, as defined in the Trust Agreement, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee pursuant to the Trust Agreement as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement. At the written request of the Credit Provider, if any, the District shall, within ten (10) Business Days following the receipt of such written request, file such report or reports to evidence the transfer to and deposit in the Payment Account required by this Section 8 and provide such additional financial information as may be required by the Credit Provider, if any.

In the event either (A) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the certificate of the District executed as of the date of issuance of the Note (the "District Certificate"), exceed fifteen million dollars (\$15,000,000), or (B) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and

reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply, and in such case, the District shall be deemed a "Safe Harbor Issuer" with respect to the Note.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirement (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Stradling Yocca Carlson & Rauth, Special Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

Execution of Note; Registration and Transfer. Any one of the Authorized Representatives of the District or any other officer designated by the Legislative Body shall be authorized to execute the Note by manual or facsimile signature and such other Authorized Officers or the Secretary or Clerk of the Legislative Body of the District, or any duly appointed assistant thereto, shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the Purchase Agreement and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note need not bear the seal of the District, if any.

As long as the Note remains outstanding, the District shall maintain and keep at the principal corporate trust office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the District shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person making such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Subject to Section 6 hereof, the District and the Trustee and their respective successors may deem and treat the person in whose name the Note is registered as the absolute owner thereof for all purposes, and the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a written instrument of transfer duly executed in form approved by the Trustee.

The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Note, which shall be open to inspection by the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note as hereinbefore provided.

If any Note shall become mutilated, the District, at the expense of the registered owner of such Note, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of the District. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the District, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the District and the Trustee in such preparation. Any Note issued under these provisions in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District, whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes secured by this Resolution.

Representations and Covenants of the District.

The District makes the following representations for the benefit of the holder of the note, the owners of the Note Participations and the Credit Provider, if any.

(A) The District is duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations thereunder, (ii) enter into and perform its obligations

under the Purchase Agreement, and (iii) issue the Note and perform its obligations thereunder.

Upon the issuance of the Note, the District shall have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, and the District has full legal right, power and authority to issue and deliver the Note.

The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

Except as may be required under blue sky or other securities laws of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution, except those the District shall obtain or perform prior to or upon the issuance of the Note.

The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it shall (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Trustee, the Credit Provider, if any, the Underwriter, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable laws pertaining to its budget.

Reserved.

The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider, if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Underwriter, the Authority, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection

with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

Upon issuance of the Note and execution of the Purchase Agreement, this Resolution, the Purchase Agreement and the Note will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against local agencies, as applicable, in the State of California.

The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

The District shall not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

So long as the Credit Provider, if any, is not in payment default under the Credit Instrument, the District hereby agrees to pay its pro rata share of all Reimbursement Obligations attributable to the District in accordance with provisions of the Credit Agreement, if any, and/or the Trust Agreement, as applicable. Prior to the Maturity Date, moneys in the District's Payment Account and/or Payment Subaccount shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it.

So long as any Note Participations issued in connection with the Notes are Outstanding, or any Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2012-2013 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would

cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Stradling Yocca Carlson & Rauth, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from lawfully available revenues, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the “2012-2013 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 8 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note or Note Participation Owners, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 11 shall survive the payment of the Note.

(E) The provisions of this Section 11 shall not apply to a Taxable Note.

Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

Failure by the District to make or cause to be made the transfers and deposits to the Payment Account, or any other payment required to be paid hereunder, including payment of principal and interest on the Note, on or before the date on which such transfer, deposit or other payment is due and payable;

Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become

immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument or if the Credit Provider is subrogated to rights under the District's Note, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the District has executed a Credit Instrument and if the Credit Provider is not reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate, as defined in the Trust Agreement, until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Note, the Trustee under the Trust Agreement.

Approval of Actions. The aforementioned Authorized Representatives of the District are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the District or this Legislative Body with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the Authorized Representatives and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4

hereof are hereby designated as “Authorized District Representatives” under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Credit Provider, with any and all information relating to the District as such Credit Provider may reasonably request.

Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

Amendments. At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consents of the Authority and the Credit Provider, if any, but without the necessity for consent of the owner of the Note for any one or more of the following purposes:

(A) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(B) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(C) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(D) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(E) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes.

Any modifications or amendment of this Resolution and of the rights and obligations of the District and of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes may be made by a Supplemental Resolution, with the written consents of the Authority and the Credit Provider, if any, and with the written consent of the owners of at least a majority in principal amount of the Note and of the Note

Participations executed and delivered in connection with the Notes outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note or any or of the Note Participations executed and delivered in connection with the Notes remain outstanding, the consent of the owners of such Note or of the Note Participations executed and delivered in connection with the Notes shall not be required. No such modification or amendment shall permit a change in the maturity of the Note or a reduction of the principal amount thereof or an extension of the time of any payment thereon or a reduction of the rate of interest thereon, or a change in the date or amounts of the pledge set forth in this Resolution, without the consent of the owners of such Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, or shall reduce the percentage of the Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

Notwithstanding any other provision herein, the provisions of this resolution as they relate to the terms of the Note Participations may be modified by the Purchase Agreement.

Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Reserved.

Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth herein.

Appointment of Professionals. The law firm of Stradling Yocca Carlson & Rauth is hereby appointed as Special Counsel and Disclosure Counsel for the Program. The District acknowledges that Special Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Special Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Special Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

RBC Capital Markets, LLC, Los Angeles, California, or such other underwriter as may be identified in the Purchase Agreement, is hereby appointed as lead Underwriter for the Program. The one or the several underwriters as may be identified in the Purchase Agreement are hereby appointed as Underwriter for the Program.

Form 8038-G; Continuing Disclosure. (A) Any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service (“Form 8038-G”), in connection with the issuance of the Note and the related Series of Note Participations. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Special Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Note Participations, as directed by an Authorized Officer of the District.

(B) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide, through the Trustee acting as dissemination agent (the “Dissemination Agent”) to the Municipal Securities Rulemaking Board, with respect to the District’s outstanding Note, notice of any of the following (each, a “Listed Event”) in a timely manner, not in excess of 10 business days after the occurrence thereof:

(1) (i) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (ii) tender offers, (iii) defeasances; (iv) rating changes; (v) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS 5701-TEB), (vi) unscheduled draws on debt service reserves reflecting financing difficulties; (vii) unscheduled draws on the credit enhancement reflecting financial difficulties; (viii) substitution of credit or liquidity providers, or their failure to perform; and (ix) bankruptcy, insolvency, receivership or similar event (within the meaning of the Rule) of the District.

(C) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as the Dissemination Agent to the Municipal Securities Rulemaking Board, with respect to the District’s outstanding Note, notice of any of the following Listed Events, if material:

(1) (i) non-payment related defaults; (ii) modifications to rights of Owners and beneficial owners of the Series of Note Participations which evidence and represent the Note; (iii) optional, contingent or unscheduled bond calls; (iv) unless described under Section 22(B)(1)(v) hereof, events affecting the tax-exempt status of the Note and the related Series of Note Participations; (v) release, substitution or sale of property securing repayment of the Note, (vi) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; (vii) appointment of a successor or additional Trustee or the change of name of such Trustee.

Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the

Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof would be material under applicable federal securities laws, or upon the occurrence of any Listed Event under Section 22(B)(1) hereof, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence in a timely manner not in excess of 10 business days after the occurrence of the event, which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

(D) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Note Participations may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 12 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(E) For the purposes of this section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Note Participations of the Series which evidences and represents the Notes (including persons holding Note Participations through nominees, depositories or other intermediaries).

(F) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Note Participations, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (B)(1)(iii) of this section.

(G) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(H) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsections (B) or (C) of this section, it may only be made in connection with a change in circumstance that arises from a change in legal requirements, change in law, or change in the

identity, nature or status of an obligated person with respect to the Note and the related Note Participations, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Note Participations of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Note Participations. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for a Listed Event under subsection (B) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(I) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereunder agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(J) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and the Owners and beneficial owners from time to time of the Note Participations, and shall create no rights in any other person or entity.

Resolution Parameters.

(c) Name of District: MT. SAN ANTONIO COMMUNITY COLLEGE
DISTRICT

(d) Maximum Amount of Borrowing: \$20,000,000

(e) Authorized Representatives:

TITLE

Superintendent/President

Vice President, Business Services

President, Board of Trustees

[REMAINDER OF PAGE LEFT BLANK]

Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this 23rd day of January 2013, by the following vote:

AYES:

NOES:

ABSENT:

By: _____
President, Board of Trustees

Attest:

Secretary, Board of Trustees

EXHIBIT A

FORM OF NOTE

MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT

2012-2013 TAX AND REVENUE ANTICIPATION NOTE, SERIES ___^{*/}

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Date</u>	<u>Second Repayment Date</u>	<u>Third Repayment Date</u>
___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity) ^{**/}

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the District designated above (the "District") acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wilmington Trust, N.A. in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if

^{*/} If more than one Series is issued under the Program in the Repayment Fiscal Year.

^{**/} Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the Legislative Body of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund of the District, and which are available for payment thereof (collectively, the "Unrestricted Revenues"). As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of Unrestricted Revenues of the District received during the Repayment Months (as defined in the Resolution) identified in the Pricing Confirmation (as defined in the Resolution) (and any amounts received thereafter) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, is equal to the corresponding percentages of principal of and interest due on the Note as set forth in the Pricing Confirmation (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

BOARD OF TRUSTEES MT. SAN ANTONIO COLLEGE	
DATE: <u>January 23, 2013</u>	ACTION
SUBJECT: <u>2013 CCCT Board of Directors Election</u>	

BACKGROUND

In accordance with the California Community College Trustees (CCCT) Board of Directors election process, community college district board nominations for vacancies on the CCCT Board of Directors were to be received by the Association from January 1 through February 15, 2013. The election of members of the Board of Directors takes place between March 10 and April 25, 2013. The CCCT Board of Directors is a 21-member Board and meets generally five times per year.

ANALYSIS AND FISCAL IMPACT

1. There are seven vacancies on the CCCT Board of Directors. The seven candidates who receive the most votes will serve three-year terms. In the event of a tie vote for the last position to be filled, the CCCT Board will vote to break the tie.
2. The list of nominated candidates for the CCCT Board of Directors is on the following page.
3. A biographical sketch of each candidate was available for Board member review.
4. The official ballot will be mailed by the President's Office.
5. Background or campaign information on various candidates received by the President's Office is sent to the Board of Trustees in advance of the meeting.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees discuss and cast its vote for up to seven candidates for the 2013 CCCT Board of Directors.

CALIFORNIA COMMUNITY COLLEGE TRUSTEES
2012-13 BOARD ROSTER

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VACANCY

To be filled in regular election cycle per board decision 11.15.12

STAFF

SCOTT LAY

President/Chief Executive Officer
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scottlay@cclleague.org

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

ACTION

SUBJECT: Proposal to Initiate Faculty Negotiations Successor Agreement, Year 3
of 3-Year Contract

BACKGROUND

Chapter 10.7, Sections 3440-3549 of the California Government Code requires that items to reopen negotiations for 2011-14 first must be identified by both parties and be presented in advance to the Board prior to negotiations. Public comment on these items will be permitted during a Public Hearing at the January 23, 2013, Board of Trustees meeting.

ANALYSIS AND FISCAL IMPACT

The District and the Faculty Association of Mt. San Antonio College have agreed to begin negotiations for the successor agreement, year 3 of 3-year contract, during the 2013 Winter Intersession. Negotiations are expected to begin during February 2013. The successor, year 3 of 3-year contract, is proposed to begin July 1, 2013, and end June 30, 2014. The District and the Faculty Association are limited to reopen five (5) issues each (NOT articles) in the contract every year. Salary, benefits, and items mutually agreed to during the successor contract negotiations will not count toward the five- (5) issue limit, but will automatically be reopened in Spring 2013. The District and the Faculty Association have submitted the following initial proposals with the intention of using the traditional approach to negotiations.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees accepts the initial proposals submitted by the District and the Faculty Association for successor agreement negotiations.

Prepared by: Virginia R. Burley

Recommended by: Bill Scroggins

Agenda Item: Action #4

SUBJECT: Proposal to Initiate Faculty Negotiations for Successor Agreement, Year 3 of 3-Year Contract

DATE: January 23, 2013

Proposals for Successor Agreement

Automatic:

Article

7 – Salaries (including Appendices A and C)

8 – Contract Employee Benefits

Appendix E – Reassigned Time for Special Assignments

From the District:

The Mt. San Antonio Community College District submits the following topical proposal to the Mt. San Antonio College Faculty Association for the purpose of opening negotiations on a successor agreement, year 3 of 3 year contract, for July 1, 2011 – June 30, 2014.

Article

13 – Distance Learning

Issue

Regular and effective contact and clock hour issue for DL classes (new) (ACCJC requirement)

10 – Workload

Clarification language for non-teaching faculty

10 – Workload

Definition of basic assignment for full-time Continuing Education professors (new)

18 – Faculty Evaluation

Student evaluations

18 – Faculty Evaluation and Appendix H

Administration Evaluation form (H.5.)

From the Faculty Association:

The Mt. San Antonio College Faculty Association submits the following conceptual proposal to the Mt. San Antonio College District for the purpose of opening negotiations on a successor agreement, year 3 of 3 year contract, for July 1, 2011 – June 30, 2014.

Article

10 – Workload

Issue

Supplemental Hours & Supplemental Hours Form (10.A.2 and H.11)

10 – Workload

Overload Assignments (scheduling priorities) (10.L)

10 – Workload

Adjunct Faculty Rehire Rights (10.Q)

10 – Workload

Prep. Time for Adjunct Faculty (new)

16 – Leaves of Absence

Maximum to Bank (16.M.4.)

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE:	January 23, 2013	ACTION
SUBJECT:	Proposal to Initiate CSEA, Chapter 262 Negotiations for Third-Year Reopener Agreement, July 1, 2011, through June 30, 2014	

BACKGROUND

California Government Code, Chapter 10.7, Sections 3440-3549, requires that items to reopen negotiations for 2011-14 first must be identified by both parties and be presented in advance to the Board of Trustees prior to negotiations. Public comment on these items will be permitted during a Public Hearing at the January 23, 2013, Board of Trustees meeting.

ANALYSIS AND FISCAL IMPACT

The District and CSEA, Chapter 262 have agreed to begin negotiations for third-year reopener agreement during the Spring Semester of 2013. Negotiations for the reopener agreement will begin no later than the third week of February 2013.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees accepts and approves the initial proposals submitted by the District and CSEA, Chapter 262.

Prepared by: Michael D. Gregoryk

Recommended by: Bill Scroggins Agenda Item: Action #5

SUBJECT: Proposal to Initiate CSEA, Chapter 262 Negotiations for Third-Year Reopener Agreement, July 1, 2011, through June 30, 2014

DATE: January 23, 2013

Proposals for Reopener Agreement

From the District:

The Mt. San Antonio Community College District submits the following topical proposal to CSEA, Chapter 262 for the purpose of opening negotiations for a third-year reopener agreement for July 1, 2011, through June 30, 2014.

Article 4: Organizational Rights
Article 8: Salaries
Article 9: Health and Welfare Benefits
Article 10: Hours of Work and Related Matters
Article 13: Leaves of Absence and Related Matters
Article 16: Evaluations
Article 19: Layoffs
Article 20: Personal/Professional Growth

From CSEA, Chapter 262:

CSEA, Chapter 262 submits the following conceptual proposal to the Mt. San Antonio Community College District for the purpose of opening negotiations for a third-year reopener agreement for July 1, 2011, through June 30, 2014.

Article 8: Salaries
Article 9: Health and Welfare Benefits
Article 10: Hours of Work and Related Matters
Article 11: Holidays
Article 12: Vacations
Article 13: Leaves of Absence and Related Matters
Article 16: Evaluations

All issues mutually agreed to by both parties during the third-year reopener agreement negotiations will be addressed.

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

ACTION

SUBJECT: Proposal to Initiate CSEA, Chapter 651 Negotiations for Third-Year
Reopener Agreement, July 1, 2011, through June 30, 2014

BACKGROUND

Chapter 10.7, Sections 3440-3549 of the California Government Code requires that items to reopen negotiations for 2011-14 first must be identified by both parties and be presented in advance to the Board of Trustees prior to negotiations. Public comment on these items will be permitted during a Public Hearing at the January 23, 2013, Board of Trustees meeting.

ANALYSIS AND FISCAL IMPACT

The District and CSEA, Chapter 651 have agreed to begin negotiations for the third year reopener agreement during the Spring Semester of 2013. Negotiations for the reopener agreement will begin no later than the third week of February 2013.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees accepts and approves the initial proposals submitted by the District and CSEA, Chapter 651.

Prepared by: Michael D. Gregoryk

Recommended by: Bill Scroggins

Agenda Item: Action #6

SUBJECT: Proposal to Initiate CSEA, Chapter 651 Negotiations for Third-Year Reopener Agreement, July 1, 2011, through June 30, 2014

DATE: January 23, 2013

Proposals for Reopener Agreement

From the District:

The Mt. San Antonio Community College District submits the following topical proposal to CSEA, Chapter 651 for the purpose of opening negotiations for a third-year reopener agreement for July 1, 2011, through June 30, 2014.

Automatic Reopeners

Salaries
Health and Welfare Benefits

Additional Issues Selected by the District

Seasonal and On-Call Employees (IX – new section; XVI – B.5.; XX – new section)
Clarifications and Definitions (IX – B., F.2.; X – G., I.1.g.; XII – B.; XVI – D.2., D.4.)
Reclassification (XV)

From CSEA, Chapter 651:

CSEA, Chapter 651 submits the following conceptual proposal to the Mt. San Antonio Community College District for the purpose of opening negotiations for a third-year reopener agreement for July 1, 2011, through June 30, 2014.

Automatic Reopeners

Salaries
Health and Welfare Benefits

Additional Issues Selected by CSEA, Chapter 651

Rights of the Association (V – S.)
Personal/Professional Growth (XIV – A., C.)

All issues mutually agreed to by both parties during the third-year reopener agreement negotiations will be addressed.

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

ACTION

SUBJECT: Proposed Revisions to Board Policy 3410 - Nondiscrimination

BACKGROUND

Mt. San Antonio College currently has Board Policy 3410 - Nondiscrimination. Modifications have been proposed by the Community College League of California (CCLC) and is legally required.

ANALYSIS AND FISCAL IMPACT

After careful review and deliberation, and utilizing the College's shared governance process, revisions to Board Policy 3410 have been suggested.

The proposed language originally recommended by the CCLC has been reviewed by President's Cabinet and President's Advisory Council. It was reviewed by the Board of Trustees at its December 2012 meeting with no further revisions proposed.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees approves proposed revisions to Board Policy 3410 – Nondiscrimination.

Recommended by: Bill Scroggins Agenda Item: Action #7

SUBJECT: Proposed Revisions to Board Policy 3410 - Nondiscrimination

DATE: January 23, 2013

Chapter 3 – General Institution

BP 3410 Nondiscrimination

References:

Education Code Sections 66250, et seq., 72010, et seq.; and 87100 et seq.; Title 5, Sections 53000, et seq. and 59300 et seq.; Government Code 12926.1 and 12940, et seq., and Penal Code Section 422.55

The College is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.

The College, and each individual who represents the College, shall provide access to its services, classes, and programs without regard to national origin, religion, age, **gender, gender identity, gender expression, sex (gender),** race, color, medical condition, **genetic information,** ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

The College President/CEO shall establish administrative procedures that ensure all members of the College community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination.

No College funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the College or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of national origin, religion, age, **gender, gender identity, gender expression, sex (gender),** race, color, medical condition, **genetic information,** ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics or because of his or her association with a person or group with one or more of these actual or perceived characteristics.

Approved: April 28, 2004

Revised: April 26, 2006

Revised: November 15, 2006

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

ACTION

SUBJECT: Proposed New Board Policy 6625 – College Fund-raising

BACKGROUND

Mt. San Antonio College (Mt. SAC) is continuing the process of updating and aligning the College's Board Policies with the recommended policies developed through the College's legal counsel, Liebert Cassidy Whitmore, in conjunction with the Community College League of California (CCLC). Mt. SAC is a member of the Board Policy and Administrative Regulation Subscription Service coordinated by the CCLC. The College has utilized the shared governance process to review the proposed Board Policy 6625. The review includes input from President's Cabinet and President's Advisory Council.

ANALYSIS AND FISCAL IMPACT

The goal is to continue to review the current Mt. SAC Policies and align them with the policies recommended by our legal counsel and CCLC. This new policy has been reviewed by President's Cabinet as well as shared with President's Advisory Council. It was reviewed by the Board of Trustees at its December 2012 meeting with no further revisions proposed.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees approves proposed new Board Policy 6625 – College Fund-raising.

Prepared by: Michael D. Gregoryk

Recommended by: Bill Scroggins

Agenda Item: Action #8

SUBJECT: Proposed New Board Policy 6625 – College Fund-raising

DATE: January 23, 2013

Chapter 6 - Business and Fiscal Affairs

BP 6625 College Fund-raising

Reference:

The College District encourages fund-raising activities that provide opportunities to raise necessary financial support for College programs, departments, teams, groups, activities, and projects. All fund-raising proposals for College programs and scholarships are to be approved by the appropriate Vice President(s) in conjunction with the College's Foundation. Student Club fund-raising activities are to be approved by the appropriate College administrators and the Vice President of Student Services or designee. All cash collection processes and contribution acceptance must be in accordance with procedures and guidelines established by Fiscal Services in collaboration with the Foundation.

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

ACTION

SUBJECT: Proposed Revisions to Board Policy 7130 – Compensation

BACKGROUND

Mt. San Antonio College (Mt. SAC) is continuing the process of updating and aligning the College's Board Policies with the recommended policies developed through the College's legal counsel, Liebert Cassidy Whitmore, in conjunction with the Community College League of California (CCLC). Mt. SAC is a member of the Board Policy and Administrative Regulation Subscription Service coordinated by the CCLC.

ANALYSIS AND FISCAL IMPACT

The goal is to continue to review the current Mt. SAC Policies and align them with the policies recommended by our legal counsel and the CCLC. This policy has been reviewed by President's Cabinet as well as shared with President's Advisory Council. It was reviewed by the Board of Trustees at its December 2012 meeting with no further revisions proposed.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees approves proposed revisions to Board Policy 7130 – Compensation.

Prepared by: Michael D. Gregoryk

Recommended by: Bill Scroggins

Agenda Item: Action #9

SUBJECT: Proposed Revisions to Board Policy 7130 - Compensation

DATE: January 23, 2013

Chapter 7 – Human Resources

BP 7130 Compensation

References:

Education Code Sections 70902(b)(4), 87801, and 88160; Government Code Section 53200; **U. S. Department of Education regulations on the integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended.**

Salary schedules, compensation and benefits, including health and welfare benefits, for all classes of employees and each contract employee shall be established by the Board of Trustees.

Prohibition of Incentive Compensation

The District shall not provide any commission, bonus, or other incentive payment based, directly or indirectly, on the success in securing enrollments or financial aid, to any person or entity engaged in any student recruiting or admission activities or in making decisions regarding the award of student financial assistance. Employees covered by this ban shall be referred to as “covered employees” for purposes of this policy.

Approved: August 25, 2004

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

DISCUSSION

SUBJECT: Proposed Revisions to Various Board Policies

BACKGROUND

Modifications have been proposed by the Community College League of California (CCLC) and is legally required. Following is a list of those Board Policies:

- BP 2100 – Board Elections
- BP 2105 – Election of Student Member
- BP 3430 – Prohibition of Harassment
- BP 3515 – Reporting of Crimes
- BP 3820 – Gifts and Donations
- BP 5130 – Financial Aid
- BP 5500 – Standards of Conduct
- BP 5550 – Freedom of Expression (Speech: Time, Place, and Manner)
- BP 6550 – Disposal of Property
- BP 6900 – Bookstore

ANALYSIS AND FISCAL IMPACT

After careful review and deliberation, and utilizing the College's shared governance process, revisions to the above Board Policies have been suggested.

The proposed language originally recommended by the CCLC has been reviewed by the President's Cabinet and the President's Advisory Council.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees receives for first reading and discussion proposed revisions to BP 2100 – Board Elections, BP 2105 – Election of Student Member, BP 3430 – Prohibition of Harassment, BP 3515 – Reporting of Crimes, BP 3820 – Gifts and Donations, BP 5130 – Financial Aid, BP 5500 – Standards of Conduct, BP 5550 – Freedom of Expression (Speech: Time, Place, and Manner), BP 6550 – Disposal of Property, and BP 6900 – Bookstore.

Recommended by: Bill Scroggins Agenda Item: Discussion #1

SUBJECT: Proposed Revisions to Various Board Policies

DATE: January 23, 2013

Chapter 2 – Board of Trustees

BP 2100 Board Elections

References:

Education Code Sections 5000 et seq.

The term of office of each trustee shall be four years, commencing on December 1st following the general election in November. Elections shall be held every two years, in odd numbered years. Terms of trustees are staggered so that, as nearly as practical, one half of the trustees shall be elected at each trustee election.

A candidate for the Board of Trustees may prepare a Candidate Statement, not to exceed 200 words, on the appropriate form provided by the County Registrar-Recorder. Each candidate is required to pay in advance for his/her pro rata share of the printing, handling, translating, and mailing costs of a Candidate Statement as a condition of having it included in the voter's pamphlet.

~~In case of a tie vote between two or more candidates in an election for the Board of Trustees, the Board shall determine the winner or winners by lot, in accordance with the provisions of Education Code Section 5016.~~

The Board of Trustees has provided for the election of trustees by trustee areas. Effective with the November 2013 election, the trustee areas are:

Area 1: Rowland Heights/Diamond Bar

Area 2: Pomona

Area 3: Covina/Walnut/West San Dimas

Area 4: Hacienda Heights/La Puente

Area 5: La Verne/North Pomona/East San Dimas

Area 6: West Covina

Area 7: Baldwin Park

The Election of a board member residing in and registered to vote in the trustee area he or she seeks to represent shall be only by the registered voters of the same trustee area.

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The College President/CEO shall submit recommendations to the Board regarding adjustments to be made to the boundaries of each trustee area, if any adjustment is necessary, after each decennial federal census. The College President/CEO shall submit the recommendation in time for the Board to act as required by law.

Approved: March 24, 2004

SUBJECT: Proposed Revisions to Various Board Policies

DATE: January 23, 2013

Chapter 2 – Board of Trustees

BP 2105 Election of Student Member

Reference:

Education Code Sections 72023.5 and 72103

The student member shall be elected by all **a majority** ~~the students~~ of the student body in a general election held for that purpose. Normally an election will be held in the Spring semester so that the office is filled by June 1. **All members of the student body will be permitted to vote.**

Special elections shall be held if the office becomes vacant by reason of the resignation, **recall**, or disqualification of an elected student member, or by any other reason. **Special elections shall be held within thirty (30) days after notice of the vacancy comes to the attention of the College President/CEO.**

Candidates for the position may nominate themselves by filing an application clarifying that they are eligible for service under the criteria set forth in California law and these policies. The election will be conducted in accordance with administrative procedures established by the Chief Student Services Officer in consultation with the College President/CEO.

The student member may be recalled by a majority of those students voting in an election held for that purpose in accordance with the administrative procedures adopted by the College President/CEO. All members of the student body shall be permitted to vote in the recall election.

Adopted: March 24, 2004

Revised: November 15, 2006

SUBJECT: Proposed Revisions to Various Board Policies

DATE: January 23, 2013

Chapter 3 – General Institution

BP 3515 Reporting of Crimes

Reference:

Education Code Section 67380 and 34 CFR 668.46(b)(7)

The College President/CEO shall assure that, as required by law, reports are prepared of all occurrences reported to the Public Safety Office and arrests for crimes committed on campus that involve violence, hate violence, theft or destruction of property, illegal drugs, or alcohol intoxication. The College President/CEO shall further assure that required reports of non-criminal acts of hate violence are prepared. Such reports shall be made available as required by law.

Mt. San Antonio College encourages accurate and prompt reporting of all crimes to the Public Safety Department. The College President/CEO shall establish procedures that encourage counselors, if and when they deem it appropriate, to inform the persons they are counseling of any procedures to report crimes on a voluntary, confidential basis for inclusion in the annual disclosure of crime statistics.

Approved: April 28, 2004

Revised: September 12, 2012

SUBJECT: Proposed Revisions to Various Board Policies

DATE: January 23, 2013

Chapter 3 – General Institution

BP 3820 Gifts and Donations

Reference:

Education Code Section 72122

The Board shall consider all gifts, donations, and bequests made to the College. The Board reserves the right to refuse to accept any gift which does not contribute toward the goals of the College, or the ownership of which would have the potential to deplete resources of the College.

The College shall assume no responsibility for appraising the value of gifts made to the College.

Acceptance of a gift shall not be considered endorsement by the College of a product, enterprise, or entity.

In no event shall the College accept a donation from any donor who engages in practices or policies that discriminate against any person on the basis of **nationality, religion, age, gender, gender identity, gender expression, race or ethnicity, medical condition, genetic information, ancestry, sexual orientation, marital status, or physical or mental disability**~~race, sex (i.e., gender), color, medical condition, religion, national origin, age, disability, or sexual preference~~; or when the stated purposes of the donation are to facilitate such discrimination in providing educational opportunity.

General procedures for acceptance of gifts and donations are contained in the Administrative ~~Regulations~~ and Procedures. In addition, the process for accepting gifts of art to be displayed on campus will be specifically delineated in the College's Administrative Regulations and Procedures.

Approved: April 28, 2004

SUBJECT: Proposed Revisions to Various Board Policies

DATE: January 23, 2013

Chapter 3 – General Institution

BP 3430 Prohibition of Harassment

References:

Education Code Sections 212.5; 44100, 66252; 66281.5; Government Code Section 12950.1; Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. § 2000e.

All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by State and federal law, as well as this policy, and will not be tolerated. The College is committed to providing an academic and work environment that respects the dignity of individuals and groups. The College shall be free of sexual harassment and all forms of sexual intimidation and exploitation **including acts of sexual violence**. It shall also be free of other unlawful harassment, including that which is based on any of the following statuses: race, religious creed, color, national origin, ancestry, physical disability, mental disability, mental condition, **genetic information**, marital status, sex, **gender, gender identity, gender expression**, age, or sexual orientation of any person, or because he or she is perceived to have one or more of the foregoing characteristics.

Any student or employee who believes that he or she has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures delineated in the Administrative Regulations and Procedures. Supervisors are mandated to report all incidents of harassment and retaliation that come to their attention.

The College seeks to foster an environment in which all employees and students feel free to report incidents of harassment without fear of retaliation or reprisal. Therefore, the College also strictly prohibits retaliation against any individual for filing a complaint of harassment or for participating in a harassment investigation. Such conduct is illegal and constitutes a violation of this policy. All allegations of retaliation will be swiftly and thoroughly investigated. If the College determines that retaliation has occurred, it will take all reasonable steps within its power to stop such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity. In addition, this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation.

To this end the College President/CEO shall ensure that the institution undertakes education activities and training to counter discrimination and to prevent, minimize and/or eliminate any

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hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.

The College President/CEO shall establish procedures that define harassment on campus. The College President/CEO shall further establish procedures for employees, students, and other members of the campus community that provide for the investigation and resolution of complaints regarding harassment and discrimination, and procedures for students to resolve complaints of harassment and discrimination. All participants are protected from retaliatory acts by the College, its employees, students, and agents.

This policy and related written procedures **including the procedure for making complaints** shall be widely published and publicized to administrators, faculty, staff, and students, particularly when they are new to the institution. They shall be available for students and employees in all administrative offices.

Employees who violate the policy and procedures may be subject to disciplinary action up to and including termination. Students who violate this policy and related procedures may be subject to disciplinary measures up to and including expulsion.

Approved: April 28, 2004

Revised: April 20, 2005

SUBJECT: Proposed Revisions to Various Board Policies

DATE: January 23, 2013

Chapter 5 – Student Services

BP 5130 Financial Aid

References:

20 U. S.Code Sections 1070, et seq.; 34 Code of Federal Regulations **Part 668** Sections ~~600~~, 668; Education Code Section 76300; **U. S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended.**

A program of financial aid to students will be provided, which may include, but is not limited to, scholarships, grants, loans, and work and employment programs. All awards and disbursement to students will be based on established College regulations and procedures, in accordance with federal and state statutes and regulations.

All financial aid programs will adhere to guidelines, procedures, and standards issued by the funding agency, and will incorporate federal, State and other applicable regulatory requirements. To be certified for participation in federal Title IV, HEA programs, the institution agrees to meet the minimum requirements of institutional eligibility, administrative capability, and financial responsibility, as set forth in 34 CFR, Parts 600 and 668.

The College will ensure that a program is eligible before awarding federal student aid funds to students in that program. The Eligibility and Certification Approval Report (ECAR) will contain the most critical of the data elements that form the basis of Mt. San Antonio College's approval, and also a list of the highest level of offering, any nondegree or short term training programs, and any additional locations that have been approved for the Title IV, HEA programs.

The Drug-Free Workplace Act of 1988 (Public Law 101-690) requires a federal grant recipient to certify that it provides a drug-free workplace and must review its drug prevention program once every two years.

The College President/CEO shall sign on behalf of the entire College, the Anti-Lobbying Certification and Disclosure annually as part of the campus-based fiscal report/application (FISAP) in accordance with Public Law 101-121.

Colleges participating in the federal campus-based programs must also comply with the following disclosure requirements, Student Right-To-Know and Campus Security Act of 1990 and the Equity in Athletics Disclosure Act.

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The Financial Aid Office shall establish, publicize, and apply satisfactory academic progress standards for participants in Title IV student aid programs.

For State financial aid programs, the College will ensure that a participation agreement is on file with the California Student Aid Commission (CSAC).

Misrepresentation:

Consistent with the applicable federal regulations for federal financial aid, the District shall not engage in “substantial misrepresentation” of 1) the nature of its educational program; 2) the nature of its financial charges; or 3) the employability of its graduates.

The President/CEO shall establish procedures for regularly reviewing the District’s website and other informational materials for accuracy and completeness and for training District employees and vendors providing educational programs, marketing, advertising, recruiting, or admissions services concerning the District’s educational programs, financial charges, and employment of graduates to assure compliance with this policy.

The President/CEO shall establish procedures wherein the District shall periodically monitor employees’ and vendors’ communications with prospective students and members of the public and take corrective action where needed.

This policy does not create a private cause of action against the District or any of its representatives or service providers. The District and its governing board do not waive any defenses or governmental immunities by enacting this policy.

Approved: June 23, 2004

SUBJECT: Proposed Revisions to Various Board Policies

DATE: January 23, 2013

Chapter 5 – Student Services

BP 5500 Standards of Conduct

References:

Education Code Section 66300; Accreditation Standard II.A.7.b

The College President/CEO shall establish procedures for the imposition of discipline on students in accordance with the requirements for due process of the federal and State law and regulations.

The procedures shall clearly define the conduct that is subject to discipline, and shall identify potential disciplinary actions, including but not limited to the removal, suspension, or expulsion of a student.

The Board shall consider any recommendation from the College President/CEO for expulsion. The Board shall consider an expulsion recommendation in closed session unless the student requests that the matter be considered in a public meeting. Final action by the Board on the expulsion shall be taken at a public meeting.

The procedures shall be made widely available to students through the College catalog and other means.

The following conduct shall constitute good cause for discipline, including but not limited to the removal, suspension or expulsion of a student.

1. Causing, attempting to cause, or threatening to cause physical injury to another person.
2. Possession, sale or otherwise furnishing any firearm, knife, explosive or other dangerous object, including but not limited to any facsimile firearm, knife or explosive, unless, in the case of possession of any object of this type, the student has obtained written permission to possess the item from a College employee, which is concurred in by the College President/CEO.
3. Unlawful possession, use, sale, offer to sell, or furnishing, or being under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the California Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code Section 11014.5.

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4. Committing or attempting to commit robbery or extortion.
5. Causing or attempting to cause damage to College property or to private property on campus.
6. Stealing or attempting to steal College property or private property on campus, or knowingly receiving stolen College property or private property on campus.
7. Willful or persistent smoking in any area where smoking has been prohibited by law or by regulation of the College.
8. Committing sexual harassment as defined by law or by College policies and procedures.
- 9.** Engaging in harassing or discriminatory behavior based on **disability, gender, gender identify, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other status protected by law**, ~~national origin, religion, age, sex (gender), race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because a person is perceived to have one or more of the foregoing characteristics.~~
- 10.** **Engaging in intimidating conduct or bullying against another student through words or actions.**
- 11.** Willful misconduct which results in injury or death to a student or to College personnel or which results in cutting, defacing, or other injury to any real or personal property owned by the College or on campus.
- 12.** Disruptive behavior, willful disobedience, habitual profanity or vulgarity, or the open and persistent defiance of the authority of, or persistent abuse of, College personnel.
- 13.** Cheating, plagiarism (including plagiarism in a student publication), or engaging in other academic dishonesty.
- 14.** Dishonesty; forgery; alteration or misuse of College documents, records or identification; or knowingly furnishing false information to the College.
- 15.** Unauthorized entry upon or use of College facilities.
- 16.** Lewd, indecent or obscene conduct on College-owned or controlled property, or at College-sponsored or supervised functions.
- 17.** Engaging in expression which is obscene; libelous or slanderous; or which so incites students as to create a clear and present danger of the commission of unlawful acts on College premises, or the violation of lawful College administrative procedures, or the substantial disruption of the orderly operation of the College.

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- 18.** Persistent, serious misconduct where other means of correction have failed to bring about proper conduct.
- 19.** Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not limited to handwritten or typewritten class notes, except as permitted by any College policy or Administrative Procedure.
- 20.** Harassment of students and/or College employees that creates an intimidating, hostile, or offensive environment.
- 21.** Violation of College rules and regulations including those concerning affiliate clubs and organizations, the use of College facilities, the posting and distribution of written materials, and College safety procedures.

Approved: June 23, 2004

SUBJECT: Proposed Revisions to Various Board Policies

DATE: January 23, 2013

Chapter 5 – Student Services

BP 5550 Freedom of Expression (Speech: Time, Place, and Manner)

References:

Education Code Sections 66301 and 76120

Freedom of expression at Mt. San Antonio College is guaranteed to **everyone on the** all Mt. SAC **campus** ~~students and College personnel~~ on the premise that the normal operation or program of the College remains uninterrupted. Students, **College personnel, and members of the public** shall be free to exercise their rights of free expression, subject to the requirements of this policy.

The College is a non-public forum, except for those areas designated as Free Speech Areas, which are limited public forums. Mt. San Antonio College feels that free expression of ideas and a guaranteed freedom of participation in lawful movements by individuals are essential to public educational institutions such as California community colleges. The College President/CEO shall enact such Administrative Procedures as are necessary to reasonably regulate the time, place, and manner of the exercise of free expression in the limited public forums.

The Administrative Procedures established by the College President/CEO shall not prohibit the right of **anyone on campus** ~~students~~ to exercise free expression including, but not limited to, speech, the use of certain bulletin boards for display of written materials, posters, etc., the distribution of printed materials or petitions, and the wearing of buttons, badges, or other insignia, except that expression which is obscene, libelous, or slanderous according to current legal standards, or which so incites **others** ~~students~~ as to create a clear and present danger of the commission of unlawful acts on community college premises, or the violation of lawful community college regulations, or the substantial disruption of the orderly operation of the community college, shall be prohibited.

The College shall not make or enforce any rule subjecting any student to disciplinary sanction solely on the basis of conduct that is speech or other communication that, when engaged outside of the College, is protected from governmental restriction by the First Amendment to the United States Constitution and of Section 2 of Article 1 of the California Constitution.

~~Nothing in this section prohibits the imposition of discipline for harassment, threats, intimidation, or hate violence unless constitutionally protected.~~

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DATE: January 23, 2013

Nothing in this policy shall prohibit the regulation of hate violence directed at students in a manner that denies their full participation in the educational process (Education Code Section 66301(e)), so long as the regulation conforms to the requirements of the First Amendment to the United States Constitution, and of Section 2 of Article 1 of the California Constitution. Students may be disciplined for harassment, threats, or intimidation unless such speech is constitutionally protected.

Approved: June 23, 2004

SUBJECT: Proposed Revisions to Various Board Policies

DATE: January 23, 2013

Chapter 6 – Business and Fiscal Affairs

BP 6550 Disposal of Property

References:

Education Code Sections 70902(b)(6), 81360 et seq.81384, and 81450 et seq.81452

The College President/CEO in consultation with the Chief Fiscal Officer is delegated authority by the Board of Trustees to declare as surplus such personal property of the College as is no longer useful for College purposes and shall establish procedures to dispose of such property in accordance with applicable law. All sales of surplus personal property shall be reported to the Board of Trustees on a periodic basis. This policy shall not be construed as authorizing any representative of the College to dispose of surplus real property at any time.

Approved: July 28, 2004

Revised: January 26, 2005

Revised: November 2008

SUBJECT: Proposed Revisions to Various Board Policies

DATE: January 23, 2013

Chapter 6 – Business and Fiscal Affairs

BP 6900 Bookstore

Reference:

Education Code Section 81676, **Civil Code Section 1798.90**

The College bookstore shall be established and operated by the Mt. San Antonio College Auxiliary Services Corporation.

Operational costs of the College bookstore shall be paid from revenue earned from the bookstore.

Fiscal management of the bookstore shall be in accordance with the California Community Colleges Budget and Accounting Manual. An annual audit of the records and accounts of the bookstore shall be provided to the Board of Trustees.

Approved: July 28, 2004

Revised: November 15, 2006

BOARD OF TRUSTEES MT. SAN ANTONIO COLLEGE	
DATE: <u>January 23, 2013</u>	DISCUSSION
SUBJECT: <u>Proposed Revisions to Board Policy 2730 – Health Benefits</u>	

BACKGROUND

Policies and procedures related to Health Benefits have been updated to include current practice.

ANALYSIS AND FISCAL IMPACT

After careful review and deliberation, and utilizing the College’s shared governance process, revisions to Board Policy 2730 have been suggested.

The proposed language has been reviewed by the President’s Cabinet and the President’s Advisory Council.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees receives for first reading and discussion proposed revisions to BP 2730 – Health Benefits.

SUBJECT: Proposed Revisions to Board Policy 2730 – Health Benefits

DATE: January 23, 2013

Chapter 2 – Board of Trustees

BP 2730 Health Benefits

Reference:

Government Code Section 53205

A program of health and welfare benefits including dental, vision, and life insurance with premiums paid by the College shall be provided to members of the Board of Trustees **and their dependents** while serving in office.

In accordance with Government Code Section 53205, the above benefits shall be continued for each member of the Board of Trustees, including one dependent of record at time of termination of service:

(1) Board member who took office prior to December 31, 1995, and who has a minimum of five years of Board service. The Board member and dependent must have been participants in an approved College plan at the time of termination.

(2) Board members taking office after January 1, 1996, ~~shall contribute four percent of their gross monthly salary toward the College's retiree medical benefit program.~~ Board members shall have College-paid health and welfare benefits continued for the member only; must render a minimum of ten years of service to the College prior to termination of service from the College; and must be a participant in an approved College medical plan at the time of termination of service.

Approved: March 24, 2004

BOARD OF TRUSTEES MT. SAN ANTONIO COLLEGE	
DATE: <u>January 23, 2013</u>	DISCUSSION
SUBJECT: <u>Proposed Revisions to Board Policy 5130 – Financial Aid</u>	

BACKGROUND

As part of our routine updates to policies and procedures, Board Policy 5130, related to Financial Aid, is being revised to incorporate necessary changes subject to the U. S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended. The changes to this policy focus on limiting misrepresentation about the College, our programs, our fees and charges, and the employability of our graduates.

ANALYSIS AND FISCAL IMPACT

The College governance process was utilized to advance this item to the Board of Trustees for approval.

There is no fiscal impact to the College.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees receives for first reading and discussion proposed revisions to Board Policy 5130 – Financial Aid.

Prepared by: Audrey Yamagata-Noji

Recommended by: Bill Scroggins

Agenda Item: Discussion #3

SUBJECT: Proposed Revisions to Board Policy 5130 – Financial Aid

DATE: January 23, 2013

Chapter 5 – Student Services

BP 5130 Financial Aid

References:

20 U. S.Code Sections 1070, et seq.; 34 Code of Federal Regulations **Part 668** Sections ~~600~~, 668; Education Code Section 76300; **U. S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended.**

A program of financial aid to students will be provided, which may include, but is not limited to, scholarships, grants, loans, and work and employment programs. All awards and disbursement to students will be based on established College regulations and procedures, in accordance with federal and state statutes and regulations.

All financial aid programs will adhere to guidelines, procedures, and standards issued by the funding agency, and will incorporate federal, State and other applicable regulatory requirements. To be certified for participation in federal Title IV, HEA programs, the institution agrees to meet the minimum requirements of institutional eligibility, administrative capability, and financial responsibility, as set forth in 34 CFR, Parts 600 and 668.

The College will ensure that a program is eligible before awarding federal student aid funds to students in that program. The Eligibility and Certification Approval Report (ECAR) will contain the most critical of the data elements that form the basis of Mt. San Antonio College's approval, and also a list of the highest level of offering, any nondegree or short term training programs, and any additional locations that have been approved for the Title IV, HEA programs.

The Drug-Free Workplace Act of 1988 (Public Law 101-690) requires a federal grant recipient to certify that it provides a drug-free workplace and must review its drug prevention program once every two years.

The College President/CEO shall sign on behalf of the entire College, the Anti-Lobbying Certification and Disclosure annually as part of the campus-based fiscal report/application (FISAP) in accordance with Public Law 101-121.

Colleges participating in the federal campus-based programs must also comply with the following disclosure requirements, Student Right-To-Know and Campus Security Act of 1990 and the Equity in Athletics Disclosure Act.

SUBJECT: Proposed Revisions to Board Policy 5130 – Financial Aid

DATE: January 23, 2013

The Financial Aid Office shall establish, publicize, and apply satisfactory academic progress standards for participants in Title IV student aid programs.

For State financial aid programs, the College will ensure that a participation agreement is on file with the California Student Aid Commission (CSAC).

Misrepresentation:

Consistent with the applicable federal regulations for federal financial aid, the District shall not engage in “substantial misrepresentation” of 1) the nature of its educational program, 2) the nature of its financial charges, or 3) the employability of its graduates.

The President/CEO shall establish procedures for regularly reviewing the District’s website and other informational materials for accuracy and completeness and for training District employees and vendors providing educational programs, marketing, advertising, recruiting, or admissions services concerning the District’s educational programs, financial charges, and employment of graduates to assure compliance with this policy.

The President/CEO shall establish procedures wherein the District shall periodically monitor employees’ and vendors’ communications with prospective students and members of the public and take corrective action where needed.

This policy does not create a private cause of action against the District or any of its representatives or service providers. The District and its governing board do not waive any defenses or governmental immunities by enacting this policy.

Approved: June 23, 2004

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

INFORMATION

SUBJECT: Revisions to Administrative Procedure 4051 - Course Equivalencies
and Variances; and Administrative Procedure 4260 - Prerequisites and
Corequisites

BACKGROUND

The following Administrative Procedures have been revised and are being presented as Information Items to the Board:

- AP 4051 - Course Equivalencies and Variances
- AP 4260 - Prerequisites and Corequisites

ANALYSIS AND FISCAL IMPACT

These Administrative Procedures have gone through the governance process of the College. These procedures are currently approved by various governance committees including the Academic Senate, President's Advisory Council, President's Cabinet, and the Academic Mutual Agreement Council.

There is no fiscal impact to the College to revise these APs.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees receives as information the revision to the Administrative Procedures listed above.

Prepared by: Virginia R. Burley

Recommended by: Bill Scroggins

Agenda Item: Information #1

SUBJECT: Revisions to Administrative Procedures 4051 - Course Equivalencies and
Variances; and Administrative Procedure 4260 - Prerequisites and
Corequisites

DATE: January 23, 2013

Chapter 4 – Academic Affairs

AP 4051 Course Equivalencies and Variances

References:
Title 5 Sections 55061

Evaluation of Other College Coursework

Mt. San Antonio College reserves the right to evaluate work completed at other regionally accredited colleges and universities. Transfers with acceptable grades will be granted advanced standing insofar as the work corresponds with the curriculum of this institution or the lower-division work offered in accredited colleges or universities. Each applicant should file with Admissions and Records an official transcript of their records from all colleges and universities previously attended. It is the student's responsibility to request the evaluation of official transcripts from other colleges.

Acceptance of Domestic Coursework from Regionally Accredited Colleges and Universities in the United States

The College will accept "degree-appropriate" or "baccalaureate" level courses from regionally accredited colleges and universities in the United States. These course units will, at a minimum, be granted "elective credit" status. To determine General Education and/or Associate Degree equivalency and for granting of unit credit, the course must be easily identifiable as the same course taught at Mt. San Antonio College by a commonly used course prefix, title, and description. To be verified, sufficient information, including prerequisite information, must be available from the accredited college/university to substantiate granting course equivalency and course credit. The College reserves the right to deny acceptance of any course for the purpose of General Education, Associate Degree graduation requirements, or subject requirements.

The equivalencies for courses within disciplines taught at Mt. San Antonio College shall be determined by discipline faculty and certified by their department. Once certified, the equivalencies will be archived into Banner as equivalent and may be assumed for other students from the same institution for a period of four years, unless the department revokes their certification. An equivalent course determination more than four years old is not valid.

Courses within disciplines not taught at Mt. San Antonio College will be applied in the same manner as prescribed by the institution of origin as determined by that institution's college catalog.

SUBJECT: Revisions to Administrative Procedures 4051 - Course Equivalencies and
Variances; and Administrative Procedure 4260 - Prerequisites and
Corequisites

DATE: January 23, 2013

Reciprocity for Transfer Model Curriculum (TMC) Courses in Associate Degrees for Transfer

Mt. San Antonio College will accept TMC-aligned course substitutions that students have taken at another California community college as part of a Chancellor's Approved Transfer Degree from that school with the same degree title. The College will apply those course substitutions to the Mt. San Antonio College Associate Degree for Transfer requirement in the same manner prescribed by the institution of origin as determined by that institution's college catalog.

Program Variances

Students may also request a program variance to substitute a course for one needed to complete a Mt. San Antonio College degree or certificate program. To determine the appropriateness of the substitution to the program, the course must be evaluated by the department chair from the respective academic department in which the course to be substituted resides. If the course is determined acceptable as a substitution for a required course in the program, the department chair will complete a "variance" form verifying this acceptance and will submit this paperwork to Admissions and Records. Department chairs should consult with discipline faculty if the course is not in their discipline. Variances are unique to each student, and the granting of a variance does not establish a precedent. The form used for course equivalence and variance requests shall be made widely available to students.

Approved: October 2011
Revised: December 2012
Revised: January 2013

SUBJECT: Revisions to Administrative Procedures 4051 - Course Equivalencies and
Variances; and Administrative Procedure 4260 - Prerequisites and
Corequisites

DATE: January 23, 2013

Chapter 4 – Academic Affairs

AP 4260 ~~Pre-requisites~~ Prerequisites and ~~Co-requisites~~ Corequisites

References:

Title 5 Sections 55200 et seq.

~~The Mt. San Antonio College Catalog contains the most recent information regarding Prerequisites and Co-requisites. This document is updated annually for currency and correctness using a review process that includes consultation with the Academic Senate.~~

Establishment and Implementation of Prerequisites, Corequisites, and Advisories:

The Educational Design Committee is charged with the responsibility for establishing prerequisites, corequisites, and advisories to courses during the approval process according to the standards and criteria established in Title 5 §55002. The Academic Senate will establish a Content Review Implementation Plan in accordance with Title 5. This plan will be reviewed and revised as necessary by the Academic Senate.

Discipline faculty will recommend to the Educational Design Committee the prerequisites, corequisites, and advisories to courses through content review alone, or content review with statistical validation using the processes outlined in the Content Review Implementation Plan.

Courses that have prerequisites, corequisites, and advisories that are required by statute or regulation; or that are part of a closely related lecture-laboratory course pairing within a discipline; or are required by four-year institutions; or where baccalaureate institutions will not grant credit for a course unless it has the particular communication or computation skill prerequisite [Title 5 §55003(e)] are exempt from content review. It is the faculty's responsibility to document the exemption at the time of course submission.

Professor's Formal Agreement to Teach the Course, as Described:

Each professor will acknowledge the Course Outline of Record (COR) as the official College document. Professors agree (in accordance with their contract) to teach to the COR. This applies specifically to those aspects of the course outline that serve as the basis for justifying the establishment of prerequisites, corequisites, or advisories. Department chairs will ensure that the most current COR is made available to every faculty member.

SUBJECT: Revisions to Administrative Procedures 4051 - Course Equivalencies and
Variances; and Administrative Procedure 4260 - Prerequisites and
Corequisites

DATE: January 23, 2013

Process to Ensure that Qualified Instructors Teach Prerequisite Courses:

Each department will follow the hiring processes set forth in AP 7120. Department chairs, in consultation with discipline faculty, will ensure that all faculty teaching the prerequisite or corequisite courses will have the appropriate skills and knowledge to teach those courses.

Challenge Process:

In accordance with Title 5 Section 55003(p) and (q), Student Challenge of Prerequisites or Corequisites, students may challenge a prerequisite or corequisite for a course. A prerequisite or corequisite cannot be “waived,” but students have the ability to demonstrate that they meet the prerequisite or corequisite on the following criteria, and course eligibility may be granted. The challenge must be based on at least one of these specific grounds:

- **The College will accept prerequisite or corequisite courses from regionally accredited colleges and universities in the United States. Mt. San Antonio College reserves the right to evaluate work completed at other regionally accredited colleges and universities. Transfers with acceptable grades in the prerequisite or corequisite course will be granted eligibility for the target course insofar as the work corresponds with the prerequisite or corequisite curriculum of this institution. Each applicant should file with Admissions and Records an official transcript of their records from all colleges and universities previously attended. It is the student’s responsibility to request the evaluation of official transcripts from other colleges.**

These course units will be granted a “prerequisite or corequisite variance.” To determine prerequisite or corequisite variance, the course must be easily identifiable as the same course taught at Mt. San Antonio College by a commonly used course prefix, title, and description. To be verified, sufficient information, including prerequisite information, must be available from the accredited college or university to substantiate granting course equivalency and course credit. The College reserves the right to deny acceptance of any course for the purpose of target course eligibility. In accordance with AP 4051, the equivalencies for courses within disciplines taught at Mt. San Antonio College shall be determined by discipline faculty and certified by their department. Once certified, the equivalencies will be archived into Banner as equivalent and may be assumed for other students from the same institution for a period of four years, unless the department revokes their certification. An equivalent course determination more than four years old is not valid. Courses within disciplines not taught at Mt. San

SUBJECT: Revisions to Administrative Procedures 4051 - Course Equivalencies and Variances; and Administrative Procedure 4260 - Prerequisites and Corequisites

DATE: January 23, 2013

Antonio College will be applied in the same manner as prescribed by the institution of origin as determined by that institution's college catalog.

If the course is determined acceptable as a substitution for a required prerequisite or corequisite, the department chair will complete a "variance" form verifying this acceptance and will submit this paperwork to Admissions and Records. Department chairs should consult with discipline faculty if the course is not in their discipline. The form used for course equivalence and variance requests shall be made widely available to students.

- **A student may also request a prerequisite or corequisite variance to demonstrate that the student has the knowledge or ability equivalent to the prerequisite or corequisite for the course in question, but has not formally met the established prerequisite or corequisite.**

To determine the appropriateness of the substitution of knowledge or ability for a prerequisite or corequisite, the student will go to the department of the target course. The department chair will determine if the student has the knowledge or ability required to be successful in the class based on licensure, work experience, military service, and/or other factors. Department chairs should consult with discipline faculty if the target course is not in the chair's discipline. If the knowledge or ability is determined acceptable as a substitution for a required prerequisite or corequisite, the department chair will complete a "variance" form verifying this acceptance and will submit this paperwork to Admissions and Records. The form used for course equivalence and variance requests shall be made widely available to students.

- **The prerequisite or corequisite course has not been made reasonably available, and waiting until the prerequisite or corequisite is offered will create an undue delay in meeting educational goals.**
 - **The student will meet with the Director of Assessment and Matriculation.**
- **The prerequisite or corequisite is being applied in a discriminatory manner:**
 - **The student will meet with the Director of Assessment and Matriculation.**
- **The prerequisite violates the provisions of the State Education Code:**
 - **The student will meet with the Director of Assessment and Matriculation.**

Approved: December 12, 2012

Revised: January 9, 2013

**BOARD OF TRUSTEES
MT. SAN ANTONIO COLLEGE**

DATE: January 23, 2013

INFORMATION

SUBJECT: Revisions to Administrative Procedure 5550 – Freedom of Expression
(Speech: Time, Place, and Manner)

BACKGROUND

Mt. San Antonio College currently has Administrative Procedure 5550 – Freedom of Expression (Speech: Time, Place, and Manner). Modifications have been proposed by the Community College League of California (CCLC) and are legally required.

ANALYSIS AND FISCAL IMPACT

After careful review and deliberation, and utilizing the College's shared governance process, revisions to Administrative Procedure 5550 have been suggested.

The proposed language originally recommended by the CCLC has been reviewed by the President's Cabinet and the President's Advisory Council.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees receives as information the revisions to Administrative Procedure 5550 – Freedom of Expression (Speech: Time, Place, and Manner).

SUBJECT: Revisions to Administrative Procedure 5550 – Freedom of Expression
(Speech: Time, Place, and Manner)

DATE: January 23, 2013

Chapter 5 - Student Services

AP 5550 Freedom of Expression (Speech: Time, Place, and Manner)

Reference:

Education Code Section 76120

The students of the College, **its personnel, and members of the public** shall be permitted to exercise their rights of free expression subject to the time, place, and manner policies and procedures contained in Board Policy 5550 and these procedures.

The College is a non-public forum, except for designated areas generally available to students and the community, as follows:

The areas generally available to students and the community are limited public forums. The College reserves the right to revoke that designation and apply a non-public forum designation.

The College reserves the right to designate areas as non-public forums as necessary to prevent the substantial disruption of the orderly operation of the College. Areas of the College that are non-public forums specifically include campus offices, classrooms, warehouses, maintenance yards, and locker rooms.

The use of areas generally available to students and the community is subject to the following:

- Persons using areas generally available to students and the community and/or distributing material in the areas generally available to students and the community shall not impede the progress of passersby, nor shall they force passersby to take material.
- No person using areas generally available to students and the community shall touch, strike or impede the progress of passersby, except for incidental or accidental contact, or contact initiated by a passerby.
- Persons using areas generally available to students and the community shall not use any means of amplification that creates a noise or diversion that disturbs or tends to disturb the orderly conduct of the campus or classes taking place at that time.

SUBJECT: Revisions to Administrative Procedure 5550 – Freedom of Expression
(Speech: Time, Place, and Manner)

DATE: January 23, 2013

- No persons using the areas generally available to students and the community shall solicit donations of money, through direct requests for funds, sales of tickets or otherwise, except where he or she is using the areas generally available to students and the community on behalf of and collecting funds for an organization that is registered with the Secretary of State as a nonprofit corporation or is an approved Associated Students Organization or club.

All persons using the areas of the College generally available to students and the community shall be allowed to distribute petitions, circulars, leaflets, newspapers, and other printed matter. Such distribution shall take place only within the areas generally available to students and the community. Material distributed in the areas generally available to students and the community that is discarded or dropped in or around the areas generally available to students and the community other than in an appropriate receptacle must be retrieved and removed or properly discarded that day by those persons distributing the material prior to their departure from the areas generally available to students and the community.

Posting:

Students shall be provided with bulletin boards for use in posting student materials at campus locations convenient for student use. All materials displayed on a bulletin board shall clearly indicate the author or agency responsible for its production and shall be dated with the date of posting and the expiration date by the Student Life Staff. Materials displayed shall be removed immediately after the passage of the expiration date.

Approved: December 12, 2012

Revised: January 9, 2013

BOARD OF TRUSTEES	
MT. SAN ANTONIO COLLEGE	
DATE: <u>January 23, 2013</u>	INFORMATION
SUBJECT: <u>Revisions to Administrative Procedure 7122 – Recruitment and Hiring:</u> <u>Management Employees</u>	

BACKGROUND

Mt. San Antonio College currently has Administrative Procedure 71222 – Recruitment and Hiring: Management Employees. Modifications have been proposed in order to comply with Equal Employment Opportunities guidelines.

ANALYSIS AND FISCAL IMPACT

After careful review and deliberation, and utilizing the College’s shared governance process, revisions to Administrative Procedure 7122 have been suggested.

The proposed language has been reviewed by the President’s Cabinet and the President’s Advisory Council.

Funding Source

Not applicable.

RECOMMENDATION

It is recommended that the Board of Trustees receives as information the revisions to Administrative Procedure 7122 – Recruitment and Hiring: Management Employees.

SUBJECT: Revisions to Administrative Procedure 7122 – Recruitment and Hiring:
Management Employees

DATE: January 23, 2013

Chapter 7 – Human Resources

AP 7122 Recruitment and Hiring: Management Employees

References:

Education Code Sections 87100 et seq., 87400, and 88003; Accreditation Standard III.A

Applicant Travel Reimbursement:

The College is authorized to pay for and/or reimburse necessary traveling expenses to and from the College for candidates who travel to the College for management employment interviews.

Eligibility for Reimbursement:

Management applicants who must travel 150 miles or more (subject to verification) one way from their residence to the College to interview for the following classifications of positions will be eligible for the reimbursement.

Reimbursable Expenses:

- A. The College shall reimburse up to a total of \$500 for actual and necessary traveling expenses associated with the applicant's interview. Any expenses exceeding this amount shall be the applicant's responsibility.
- B. Travel may be by air, private or rented automobile, bus, or rail. Expenses for lodging, meals, parking, and incidental expenses, such as cab fare, shall be considered appropriate expenses. Expenses for lodging and meals are subject to approval by the Vice President, Human Resources. It is expected, however, that airline tickets will be booked at coach or tourist class rates.
- C. Mileage for using one's own car shall be reimbursed at the appropriate College mileage rate, not to exceed what it would have cost for air fare.
- D. Reimbursement is limited to the expenditures incurred by the applicants on behalf of ~~himself/herself~~ **themselves** only.
- E. The total number of travel days for which lodging and meal expenses may be claimed will normally be limited to one day prior and one day following the interview depending on the distance to be traveled and the time of the interview. Exceptions will be determined by the Vice President, Human Resources in consultation with the appropriate hiring manager(s).

SUBJECT: Revisions to Administrative Procedure 7122 – Recruitment and Hiring:
Management Employees

DATE: January 23, 2013

Required Documentation for Reimbursement:

Applicants shall submit to the Office of Human Resources a Candidate Reimbursement for Interview Form providing all required documentation of expenses within 30 days of **after** completing travel. Original receipts for lodging and carrier expenses must be submitted in order for the applicant to be reimbursed. The Candidate Reimbursement for Interview Form will be authorized by Human Resources.

Management Employee Selection Procedures:

The following provisions are applicable to all management positions, excluding the position of College President/CEO.

- A. Vacancy - A Request to Fill Form (for new position or replacement), approved and signed by the appropriate Vice President or the College President/CEO, shall be submitted to the Office of Human Resources. Such request should be accompanied by a current job description for the position. The Vice President or College President/CEO will issue instructions to the Office of Human Resources regarding filling the open position after the position has been approved by Fiscal Services and President's Cabinet.
- B. Recruitment - It is the policy of the College that all vacancies for full-time positions be advertised in and out of the District unless a reduction in force, a reorganization, or business necessity (as defined by Title 5) is determined by the College President/CEO. Job announcements will be prepared based on the information contained in the job description and information provided by the hiring manager. Job announcements will be prepared and distributed at the earliest possible date by the Office of Human Resources. All positions will be advertised in local newspapers. The Vice President, Human Resources shall be responsible for determining how the position will be advertised.
- C. Applications - The application form is the document by which standard information about each applicant is obtained. In addition to the standard form, a supplemental application form may be used to gather specialized job-related information for use in the screening process. All applicants shall submit completed application forms, a cover letter, transcripts of college work completed, a resume, letters of recommendation, and other pertinent information, as required. In addition, the applicant may include other pertinent materials to be used in the screening process. All application materials shall be submitted to the Office of Human Resources and will become property of Mt. San Antonio College and will not be copied and/or returned. All recruitment materials will be kept on file for three years.
- D. Screening - For each management vacancy to be filled, the Vice President, Human Resources shall authorize the appointment of a screening and interview committee, making every effort to achieve a balanced pool of gender and ethnic representation, constituted as follows:

SUBJECT: Revisions to Administrative Procedure 7122 – Recruitment and Hiring:
Management Employees

DATE: January 23, 2013

- Office of Human Resources Representative, Chairperson (non-voting);
- Manager of position to be filled;
- Two managers appointed by the College President/CEO;
- Two faculty members selected by the Academic Senate;
- One classified employee selected by the appropriate ~~union~~-bargaining unit;
- EEO Representative (non-voting) advisory; **and**
- Optional: Additional member(s) as recommended by the College President/CEO. **The President/CEO may determine that both classified bargaining units have an interest in the management position and appoint a second classified employee so that both groups are represented.**

The screening and interview committee will ~~paper~~ screen all completed applications using job-related criteria. **Any committee member who does not complete tasks assigned to the committee or who fails to participate in scheduled team meetings will be removed from the committee.** Through ~~this~~ **the screening** process, the committee will select a group of candidates, making every effort to achieve a balanced pool of gender and ethnic representation.

Committee members are prohibited from providing letters of recommendations or being used as a reference for applicants applying for the position(s) for which they are serving as members. In the event that a committee member provided a letter prior to being selected as a committee member, the committee members ~~may~~ elect to remove themselves from the committee, or the Office of Human Resources will remove such letter and notify the applicant.

- E. **Interviews** - After the committee has screened the applicants down to a reasonable number for interviewing, the Office of Human Resources will make the necessary arrangements for all interviews. The established College interview procedures shall be used in all interviews. Interview questions and writing assignments are developed by the hiring manager and committee with assistance from the Office of Human Resources. The interview questions and writing assignments are designed to solicit job-related information relative to the skills, attitudes, and knowledge of the applicants. Interview questions and writing assignments will be approved by the **Vice President**, Chief Human Resources Officer.
- F. **Final Recommendation** - It will be the committee's task to recommend two or more applicants for interview by the College President/CEO and his/her designee(s). A recommendation of fewer than two candidates must be accompanied by a written explanation from the hiring manager. The committee's recommendations and all interview materials must be returned to the Office of Human Resources. The College President/CEO will make the final recommendation to the Board of Trustees. In the event that the College President/CEO decides to not recommend any of the final candidates to the Board of Trustees, he/she shall so inform the committee. In such case, the committee will reconvene to determine if it will recommend two or more additional candidates from the interview list,

SUBJECT: Revisions to Administrative Procedure 7122 – Recruitment and Hiring:
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DATE: January 23, 2013

recommend additional applicants for interview, or recommend recruitment for additional applicants.

- G. Equal Employment Opportunity – An EEO Representative will ensure that the District's equal employment and non-discrimination policies are followed in screening and interviewing.
- H. Position Vacancy - The College President/CEO may determine that, due to business necessity, or other reasons provided under Title 5 regulations, a management position vacancy will not be filled, or that the duties of the vacant position will be assigned to other management personnel, or that the vacant position will be filled on a temporary (acting) basis. The College President/CEO may make such a temporary assignment for up to one full year. If the vacant position is to be filled for a period longer than one full year, the procedures provided herein shall apply. **If the College President/CEO designates that the search be conducted for the temporary reassignment of an existing employee, the application, screening, and interview process described in Section I, Interim Management Position, will be used. If the College President/CEO designates that the temporary assignment be filled by an external contracted professional expert, the College President/CEO will conduct the search, select the screening committee, and make the selection. In the case of a vacancy for the position of College President/CEO, the Board of Trustees will designate that the search will be internal or external and will establish its own selection and appointment process.**
- I. Interim Management Position – When, due to program expansion or declared vacancy of a management position President's Cabinet approves an interim replacement, every effort will be made to notify College employees of the search for temporary replacement of the vacant position. A screening committee will be established consisting of the manager of the vacant position, up to two managers appointed by the College President/CEO, up to two faculty appointed by the Academic Senate, and one classified employee. The screening committee shall define criteria for selection based on duties and responsibilities in the position announcement to be used in screening applicants. The committee shall also utilize the established College interview procedure in conducting all interviews. Candidates shall be recommended to the College President/CEO or appropriate vice president, as appropriate, for final selection.

In the event that the vacant position or a closely related position was recently filled (during the prior 12 months), candidates from the earlier pool(s) will be allowed to reopen their existing applications for consideration by the screening committee for the interim position. A person serving in an interim position is eligible to apply for the permanent position when it is opened and advertised.

Approved: September 2011

Revised: June 2012

Revised: January 2013