



# MT. SAN ANTONIO COLLEGE

## REGULAR MEETING OF THE BOARD OF TRUSTEES

Wednesday, August 9, 2017

### MINUTES

#### CALL TO ORDER

The regular meeting of the Board of Trustees of Mt. San Antonio College was called to order by Board President Bader at 5:13 p.m. on Wednesday, August 9, 2017. Trustees Baca, Bader, Chen, Chen Haggerty, Hall, Hidalgo, Santos, and Student Trustee Case were present.

#### STAFF PRESENT

Bill Scroggins, President & CEO; Mike Gregoryk, Vice President, Administrative Services; Irene Malmgren, Vice President, Instruction; Audrey Yamagata-Noji, Vice President, Student Services; and Abe Ali, Vice President, Human Resources, were present.

#### PUBLIC COMMUNICATION REGARDING CLOSED SESSION

None.

#### CLOSED SESSION

Closed Session Item #2 was pulled from the Agenda.

The Board adjourned to Closed Session at 5:14 p.m. to discuss the following item:

1. **Conference with Legal Counsel** (Pursuant to Government Code Section 54956.9(d) – Existing Litigation – one case:
  - Los Angeles County Superior Court Case No. BC 576587 [consolidated for all purposes with Case Nos. BS 154389 and BS 159953]

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*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**

The meeting reconvened at 6:39 p.m., and the Pledge of Allegiance was led by Student Trustee Case.

## **REPORTING OF ACTION TAKEN IN CLOSED SESSION**

None.

## **INTRODUCTIONS AND RECOGNITION**

- The following newly appointed and promoted employees were introduced:

### Classified Employee (Newly Appointed)

- **Irene Martinez**, Administrative Specialist III (Health Services) (present)

### Confidential Employee (Newly Appointed)

- **Maria Ceja-Vasquez**, Human Resources Specialist (Human Resources) (present)

### Management Employee (Newly Appointed)

- **Juan Carlos Madrigal Rincon**, Assistant Director, Center of Excellence (Business) (present)

### Classified Employees (Promoted)

- **Kimberly Leisure**, Fiscal Specialist (Fiscal Services) (absent)

### Management Employees (Promoted)

- **Michelle Sampat**, Associate Dean, Instruction (Instruction) (absent)
- **Dale Vickers**, Chief Technology Officer (Information Technology) (present)

- Award a Certificate of Service to the following retiring employees:

- **Rebecca Coder**, Fiscal Technician II (Payroll), 27 years of service (absent)
- **David Royce**, Custodian (Custodial Services), 13 years of service (absent)
- **George Shira**, Warehouse Worker I (Warehouse), 21 years of service (absent)

## APPROVAL OF MINUTES

It was moved by Trustee Baca, seconded by Trustee Chen Haggerty, and passed to approve the minutes of the regular meeting of July 12, 2017, with the following correction:

- Under Call of Order, it should reference Student Trustee “Case.”

Ayes: Baca, Bader, Chen, Chen Haggerty, Hall, Hidalgo, Santos

Noes: None

Abstained: None

Absent: None

Student Trustee concurred.

## PUBLIC COMMUNICATION

- Mansfield Collins, community member, spoke about Action Item #2.
- Lynn Glover, community member, spoke about Action Item #2.
- Derrick Womble, Senior Management Analyst, City of Walnut, spoke about Action Item #2.

## REPORTS

Reports by the following constituency leaders were given and are posted on the College website with these minutes:

- **Brian Moon and Daniel Garcia**, President and Vice President, Associated Students
- **Martin Jones-Ramey**, President, Academic Senate
- **John Lewallen**, President, Classified Senate
- **Eric Kaljumagi**, President, Faculty Association
- **Lee Jones**, 1<sup>st</sup> Vice President, CSEA 262
- **Bill Lambert**, Executive Director, Mt. SAC Foundation

## BOARD COMMUNICATION

- A. Trustee Bader 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.”
- B. All Board members shared the following comments:
  - They welcomed and congratulated newly appointed and promoted employees.
  - They congratulated Rebecca Coder, David Royce, and George Shira on their retirement.
- C. Student Trustee Case reported the following:
  - Thanked Trustee Hall for inviting him to the San Gabriel Valley Civic Alliance BBQ, and he appreciated the networking opportunities.
  - Attended the Video Production Truck ribbon cutting ceremony, and he commented that it is an excellent facility for students.
  - Attended the Pomona Police Department’s fundraising event.

- Looking forward to attending Community College League of California Student Trustee Annual Convention.

D. Trustee Chen reported the following:

- Attended the LEAP 35<sup>th</sup> Anniversary Dinner with Dr. Scroggins and Dr. Yamagata-Noji.
- Attended the API Summer Reception at City Hall.
- Attended the San Gabriel Valley Civic Alliance Summer BBQ at Mountie Café.
- Attended the Project-by-Project Dinner at the California Science Center.

E. Trustee Santos reported the following:

- Attended the Greater West Covina Breakfast with the interim Police Chief Richard Bell.
- Attended the West Covina Movies at the Mall.
- Attended a Baldwin Park Concert in the Park.
- Attended the San Gabriel Valley Coalition of Chambers Legislative Committee.
- Attended the grand opening for Golden Panda Buffet in Baldwin Park.
- Attended the Irwindale Lions Installation Dinner.
- Attended a Foundation fund-raiser with Don Sachs in Irwindale.
- Attended the San Gabriel Valley Civic Alliance Summer BBQ at Mountie Café.
- Attended the Project 2020 celebration.

F. Trustee Baca reported the following:

- Looking forward to attending Flex Day activities.
- Attended a veterans' job fair at the L.A. County Fairgrounds and worked at the Mt. SAC booth.
- Attended the Walnut Valley Kiwanis event which provided food at Diamond Bar Concerts at the Park.
- Attended a State Foundation Board meeting, which is working on a civic engagement conference at College of the Canyons October 5-6.

G. Trustee Hidalgo reported the following:

- Was looking forward to attending the Project 2020 event, but was unable to attend.
- Was looking forward to attending the San Gabriel Valley Civic Alliance Summer BBQ, but was unable to attend.

H. Trustee Hall reported the following:

- Organized the San Gabriel Valley Civic Alliance Summer BBQ held at Mountie Café where there were 58 elected officials. He thanked all of the Mt. SAC employees who assisted with the event.
- Attended the Project 2020 celebration.
- Attended the Legislative Update Breakfast with Philip Chen in City of Industry.

I. Trustee Chen Haggerty reported the following:

- Preparing with the League for ACCT elections in September.

J. Trustee Bader reported the following:

- Attended the Project 2020 celebration.
- Attended the Citizens' Oversight Committee meeting, and toured the Business and Computer Technology Building.

- Attended the Pomona Rotary Hot August Night event, and noted that Student Trustee Corey Case won a prize for dancing.

### **PRESIDENT SCROGGINS' REPORT INCLUDED THE FOLLOWING:**

- He welcomed and congratulated newly appointed and promoted employees.
- He congratulated Rebecca Coder, David Royce, and George Shira on their retirement.
- He introduced Sokha Song, Director, EEO Programs; Dr. Koji Uesugi, Dean, Student Services; Dave Wilson, Chief of Police; and Marti Whitford, Director, Student Health Services, to present the Title IX/Clery Act Update (presentation attached).
- He introduced Gary Nellesen, Director, Facilities Planning and Management, and Mika Klein, Senior Facilities Planner, to present the Educational and Facilities Master Plan Update (presentation attached).

### **CONSENT CALENDAR**

The following correction was made to the Consent Calendar:

- Consent Item #16: Personnel Transactions, page 44 and 46 – Remove the Temporary Leave of Absence without Pay and Temporary Change of Assignment for Bernice Rose.
  - Consent Item #28: Contract Agreement with El Camino College to Host the 2017 Mt. San Antonio College Relays, page 73 – Change the date in the title to “2018” and the date under Analysis and Fiscal Impact to “2017.”
1. Appropriation Transfers and Budget Revisions Summary;
  2. Hire various Independent Contractors in order to acquire the expertise needed to accomplish College goals and to meet deadlines;
  3. Re-issuance of stale-dated warrant;
  4. Contract for the Chancellor's Office Tax Offset Program for 2018;
  5. Memorandum of Understanding with Foothill Transit for Student Transportation Fee;
  6. Claim Against the College;
  7. Contract with Nuventive for Improve Analytics;
  8. Contract with OmniUpdate;
  9. Purchase of Hewlett Packard Computers, Displays, and Printers;
  10. Purchase of Furniture for the Business and Computer Technology Buildings A, B, and C – Phase 3;

11. Termination of Contract for South Campus Site Improvements – Demo, Grading, and Paving (Bid No. 3055);
12. Consulting Agreement for the South Campus Parking Planning Study;
13. Consulting Agreement for Engineering Services for the Science, Technology, Engineering, and Math (STEM) Center Secondary Effects;
14. Contract for Storm Drain and Water Line Replacement – Construction Management Services and Project General Conditions;
15. Agreement with Energize Colleges;
16. Personnel Transactions;
17. New Classified Job Classification Description;
18. School of Continuing Education Additions and Changes;
19. Acceptance of Funds: SB 1070 Memorandum of Understanding;
20. Contract Agreement with Library Consulting Services;
21. Child Development Center Student Field Trips;
22. Memorandum of Understanding between the Center of Excellence and Rancho Santiago Community College District;
23. Contract Agreement: California School Employees Association;
24. Contract Agreement: Penguin Random House Speakers Bureau;
25. Memorandum of Understanding between the Southern California Foothills Consortium and Mt. San Antonio College;
26. Contract Agreement with Cole-Schafer for the 2017 Football Season;
27. Contract Agreement with Covina District Field to Host Football Games for the 2017-18 Academic Year;
28. Contract Agreement with El Camino College to Host the 2017 Mt. San Antonio College Relays;
29. Contract Agreement with Pacific Palms Hotel and Conference Center for the 8<sup>th</sup> Annual Athletics Hall of Fame Dinner;
30. Program Fees for Students in the Kinesiology, Athletics, and Dance Division for the 2017-18 Academic Year;
31. Renewal of Application Services Agreement with PrestoSports;

32. Renewal of Contract Agreement with ArbiterSports RefPay for the 2017-18 Academic Year;
33. Memorandum of Understanding between Azusa Unified School District and Mt. San Antonio College – Non-Assembly Bill 288 (Dual Enrollment);
34. Advanced Technological Education Grant: Acceptance of Funds and Approval of Activities;
35. California Community Colleges Maker Grant: Acceptance of Funds and Approval of Activities;
36. College Futures Foundation Grant: Approval of Contract with National Center for Inquiry and Improvement;
37. Improving Undergraduate Science, Technology, Engineering, and Mathematics Education Grant: Acceptance of Funds;
38. Upward Bound Grant: Acceptance of Funds and Approval of Activities;
39. Contract with Cal Poly Pomona, Foundation, Inc. for the Associated Students Officer Training;
40. Contract with Pacific Palms Resort and Conference Center for the Associated Students Educators and Students of Distinction Ceremony;
41. Contract with PALI Retreat for the Arise Program Annual Student Leadership Retreat;
42. Contract with UCLA Conferences and Catering – Housing and Hospitality Services for the Minority Male Initiative Planning and Development Retreat;
43. Approval to participate in the My Veterans Resource Center pilot program as offered by Intelcom;
44. Memorandum of Understanding with the Los Angeles County Sheriff's Department;
45. General Liability/Property Insurance Program Renewal;
46. Consulting Agreements for the West Parcel Solar Draft Subsequent Environmental Impact Report (SEIR);
47. Contract Amendment:
  - Added Services – HMC Architects for the Design Technology Center Radio Station HVAC Improvements - Amendment No. 1;
48. Agreement with QCERA Inc. for LeaveSource Enterprise;
49. Operational Agreement with Project Sister Family Services; and

50. Contract Agreement with Dr. Bryan for Health Screenings and Required Attendance at Football Games for 2017-18 Academic Year.

It was moved by Trustee Hidalgo, seconded by Trustee Baca, and passed to approve the following items, as corrected:

Ayes: Baca, Bader, Chen, Chen Haggerty, Hall, Hidalgo, Santos

Noes: None

Abstained: None

Absent: None

Student Trustee concurred.

**ACTION ITEM #1 – PUBLIC HEARING ON THE MT. SAN ANTONIO COLLEGE PHYSICAL EDUCATION PROJECTS DRAFT SUBSEQUENT PROJECT ENVIRONMENTAL IMPACT REPORT (2017 SUBSEQUENT PROJECT EIR) (SCH 2002041161)**

The public hearing was opened at 8:48 p.m.

Public Comments:

- Derrick Womble, Senior Management Analyst, City of Walnut spoke on the Item.

There was discussion of the Board.

The public hearing was closed at 9:02.

**ACTION ITEM #2 – RESOLUTION NO. 17-01 – A RESOLUTION OF THE BOARD OF TRUSTEES OF MT. SAN ANTONIO COLLEGE CERTIFYING THE MT. SAN ANTONIO COLLEGE 2015 PHYSICAL EDUCATION PROJECTS DRAFT SUBSEQUENT PROJECT ENVIRONMENTAL IMPACT REPORT (2017 SUBSEQUENT PROJECT EIR) (SCH 2002041161), ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING A MITIGATION MONITORING PROGRAM**

It was moved by Trustee Baca and seconded by Trustee Hidalgo to approve this item, including:

- a) Certifying the Mt. San Antonio College 2017 Physical Education Projects Subsequent Project Environmental Impact Report;
- b) Adopt the Statement of Overriding Considerations, the Statement of Facts and Findings, and the 2017 Mitigation Monitoring Program; and
- c) Direct staff to file the Notice of determination with the County Clerk, the State Clearinghouse, and the California Community College Chancellor's Office.

Ayes: Baca, Bader, Chen, Chen Haggerty, Hall, Hidalgo, Santos

Noes: None

Abstained: None

Absent: None

Student Trustee concurred.

**ACTION ITEM #3 – YEAR ONE-OF-TWO NEGOTIATED AGREEMENT BETWEEN THE FACULTY ASSOCIATION AND THE DISTRICT FOR 2017-19**

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

Ayes: Baca, Bader, Chen, Chen Haggerty, Hall, Hidalgo, Santos

Noes: None

Abstained: None

Absent: None

Student Trustee concurred.

**DISCUSSION ITEM #1 - PROPOSED REVISIONS TO BOARD POLICY 5010 – ADMISSIONS**

This item will be brought back to the September meeting for approval.

**DISCUSSION ITEM #2 - PROPOSED NEW BOARD POLICY 7601 – POLICE AND CAMPUS SAFETY DEPARTMENT INTERNAL POLICIES AND PROCEDURES (NEW)  
ADJOURNMENT**

This item will be brought back to the September meeting for approval.

**INFORMATION ITEM #1 – REVISIONS TO ADMINISTRATIVE PROCEDURE 4243 - PASS/NO-PASS GRADING**

This item was presented as information.

**INFORMATION ITEM #2 – REVISIONS TO ADMINISTRATIVE PROCEDURE 5011 – ADMISSION AND CONCURRENT ENROLLMENT OF HIGH SCHOOL AND OTHER YOUNG STUDENTS**

This item was presented as information.

The meeting adjourned at 9:15 p.m.

WTS:CN



### Physical Education Projects (Phase 1, 2) Final Subsequent EIR

The California Environmental Quality Act (CEQA) is a statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

The complete text of all documents referenced below will be available on the web at <http://mtsac.edu/construction/reports-and-publications/environmental-impact-reports.html>, and are also included on a data stick accompanying this summary. At the August 9, 2017 meeting, the Board of Trustees are being asked to approve the following critical elements:

#### ***Certify the Mt. San Antonio College 2017 Subsequent Project EIR to 2015 Facilities Master Plan Update and Physical Education Projects Final Program/Project EIR (2017 Subsequent Project EIR).***

The document is a Subsequent EIR to the 2015 Facilities Master Plan Update and Physical Education Projects Final Program/Project EIR. Following approval of 2015 SEIR in October 2016, it was determined that an additional two intersections in Pomona should be reviewed as part of the project impacts. Much of the information in the 2017 Subsequent Project EIR was included in the original 2015 Facilities Master Plan Update and Physical Education Projects Final Program/Project EIR.

This document consists of four sections:

- 1) The Draft Subsequent Program/Project EIR to Final Program EIR (Draft SEIR) (SCH 2002041161) document (Volume 1).
- 2) Appendices (Volume 2)
- 3) The Response to Public Comments (Volume 3) — Following the completion of the Draft SEIR in May 2017, the document was circulated locally for public review for forty-five days from May 19, 2017 to July 3, 2017. The Draft EIR was forwarded by the District to the State Clearinghouse, seventeen (17) federal/state/local agencies, and to three (3) interest groups. No comments were received from State agencies. The only Local agency comments were from the City of Walnut.
- 4) Volume 4—Response to Comments Appendices

#### ***Adopt the Statement of Overriding Considerations***

A Statement of Overriding Considerations requires the decision-making agency to balance the benefits of a project against its unavoidable environmental risks in determining whether to approve a project. The Statement of Overriding Considerations lists five (5) adverse impacts resulting from the buildout of the Physical Education Projects (Phase 1,2) relating to general impacts and traffic impacts. It also lists seven (7) reasons those adverse impacts are acceptable.

#### ***Adopt the Statement of Facts and Findings***

The District, as the Lead Agency, for the project is required to prepare written findings for any identified significant environmental effects along with a rationale for each finding. This current document addresses only the new significant impacts identified in the 2017 Physical Education Project (Phase 1,2) Final SEIR. It

is not a comprehensive list of all significant impacts, since those have already been addressed in prior Environmental Impact Reports.

Findings were identified for Air Quality, Biological Resources, Land Use/Planning, and Transportation.

Mitigation measures were developed to address the findings, and are included in the 2017 Mitigation Monitoring Program.

### ***Adopt the 2017 Mitigation Monitoring Program***

The 2017 Mitigation Monitoring Program builds on previous Mitigation Monitoring Plans. The plan identifies each mitigation measure, the monitoring action, and the department responsible.

<i>Category</i>	<i>Number of Mitigation Measures</i>
Aesthetics	5
Air Quality	10
Biological Resources	11
Cultural Resources	10
Greenhouse Gas Emissions	4
Hazards & Hazardous Materials	4
Hydrology/Water Quality	4
Land Use/Planning	5
Noise	5
Open Space, Managed Resources and Working Landscapes	2
Population/Housing	1
Public Services	5
Transportation	41
Utilities/Service Systems	8

## NON-AB 288 PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT (“**AGREEMENT**”) is made and entered into effect as of August 10, 2017 (“**Effective Date**”), by and between AZUSA UNIFIED SCHOOL DISTRICT, a public agency of the State of California (“**District**”), and MT. SAN ANTONIO COLLEGE, a community college of the State of California (“**College**”).

### RECITALS

WHEREAS, College and District desire to make available to District’s high school students a dual enrollment program developed and provided by College (“**Program**”) under which District’s students will have the opportunity to take certain courses for college credit; and

WHEREAS, College and District desire to set forth the terms upon which College will provide the Program to District students at various District high school sites and District will make available its facilities for such purpose, all for the mutual benefit of the parties hereto (the “**Parties**”) and in furtherance of their respective missions.

### OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and of the covenants and agreements contained herein, the Parties agree as follows:

1. Term. The term of this AGREEMENT (“**Term**”) shall commence on the Effective Date and terminate on June 30, 2018, unless earlier terminated pursuant to **Section 10** hereof. The Term of this AGREEMENT may be extended for successive periods of one (1) to three (3) years, upon written consent of the Parties.
2. Responsibilities of College.
  - 2.1. College shall provide at designated District high schools dual enrollment faculty, appropriate curriculum, instruction, and award college credit for courses provided at the request of District, all as more particularly set forth in **Exhibit “A”** attached hereto and incorporated by reference herein. In the event that the provisions of **Exhibit "A"** conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.
  - 2.2. College shall be solely responsible for determining and administering the Program offered by it pursuant to this AGREEMENT, and for offering and/or cancelling classes. All Persons assigned to teach a dual enrollment course shall be selected and hired solely by the College, shall be its employees for Dual Enrollment assignment, and shall be subject solely to its direction, control, compensation, evaluation, and discharge. Such employees shall be covered under the College’s Faculty Association bargaining agreement.

- 2.3. College shall ensure that if a course is offered for credit, participants in the course will earn academic credit in accordance with College policy regarding eligibility, attendance, course work, examinations, and the like.
- 2.4. College shall designate a College employee to serve as liaison to the Program ("**College Coordinator**") who shall be Dr. Joumana McGowan, Associate Vice President of Instruction, or her successor as identified in writing delivered to District.
- 2.5. College reserves the right to cancel courses that fail to meet a minimum enrollment of seventy-five percent (75%) of the official College class size.
- 2.6. College will provide supplemental learning and support services at the College's campus. The District shall provide and assume all costs and liability to transport students to and from College for these visits.
- 2.7. College shall be solely responsible for completing faculty evaluations for all courses offered under this AGREEMENT.
- 2.8. In providing the Program, College shall comply with District's policies respecting confidentiality of District student information and the provisions of the Family Educational Rights and Privacy Act ("**FERPA**") and FERPA implementing regulations at 34 C.F.R.. Part 99
- 2.9. In providing the Program, College shall defer to District's policies regarding school safety, which is consistent with and regulated by State Board of Education (State Board of Education Policy #01-02).
- 2.10. In cooperation with College, District shall inform College of student misconduct. The instructor of record is to comply with College's policies pertaining to student conduct, academic integrity, and discipline.
- 2.11. College and College's employees participating in the Program under this AGREEMENT shall comply with all provisions of Education Code Section 45125.1, and all of District's procedures related to fingerprinting and criminal background checks prior to having any substantial contact with District students, including, without implied limitation, prior to coming onto District school grounds or having any contact with District's students in locations other than District school grounds. College shall conduct criminal background checks of all its employees participating in the Program under this AGREEMENT, and shall certify that none of the College's employees who are required by Section 45125.1 of the Education Code to submit or have their fingerprints submitted to the Department of Justice and who may have contact with District students pursuant to this AGREEMENT have been convicted of any sex offence as defined in Education Code Section 87010 or a serious or violent felony as defined in Section 45122.1 of the Education Code.
- 2.12. College shall ensure that College employees serving as coordinators or support staff in the Program under this AGREEMENT will adhere to College's reporting structure and will refer all personnel issues to the College Coordinator.

- 2.13. College will report the FTES from the classes for the purpose of claiming state apportionment.
  - 2.14. College will demonstrate control and direction through such actions by providing the instructor an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors.
  - 2.15. High School students enrolled in a course offered through NON-AB288 Agreement shall not be assessed any fee that is prohibited by Education Code section 49011.
3. Responsibilities of District.
- 3.1. District shall provide classroom/instructional facilities suitable for the Program at the participating District high school sites.
  - 3.2. District shall recruit and select students for the Program, subject for approval by College.
  - 3.3. District shall ensure that students have applied to College and shall provide a list to College of all students to be enrolled in each course section.
  - 3.4. District shall ensure that the total number of enrolled students for each course neither surpass classroom facility capacities nor the maximum on the official course outline of record.
  - 3.5. District shall provide all required facilities, equipment, educational technology and instructional materials for each course offered unless College otherwise agrees in writing to provide such.
  - 3.6. District shall provide all necessary Disabled Student Programs and Services to students.
  - 3.7. District shall assign and dedicate a "**Counselor**", who shall be Rosa Bullock, to the Program. The District counselor will liaison with the College Coordinator and/or designee. District shall ensure that students meet with the District counselor once per academic year.
  - 3.8. District administration will assist with resolving academic deficiencies and student misconduct. District will remove students from the Program who have dropped their courses and /or who have not made satisfactory progress.
  - 3.9. District shall designate a District administrator to process student enrollments, registrations and record-keeping and to serve as liaison to the Program ("**Program Administrator**"), who shall be Chris Silvas, or his/her successor as identified in a writing delivered to College.

- 3.10. District agrees that the College's course outline of record must be followed for all credit courses offered under this AGREEMENT.
  - 3.11. District understands and acknowledges that College is obligated to protect, preserve, and promote academic freedom and responsibility through the free pursuit and dissemination of knowledge, and it seeks to foster the integrity of the teaching-learning process.
  - 3.12. In cooperation with College, District shall inform College of student misconduct. The instructor of record is to comply with College's policies pertaining to student conduct, academic integrity, and discipline.
  - 3.13. District's Program Administrator will be responsible for recognizing College's reporting structure, and will thus refer College personnel issues to the College Coordinator.
4. Use of Facilities.
    - 4.1. District does hereby grant College non-exclusive use of the buildings and facilities agreed to by the Parties. College shall use the granted premises (“**Premises**”) only for the purpose of conducting classes at such levels and in such courses as are agreed to by District.
    - 4.2. College shall not be responsible for any theft or vandalism to facilities, equipment, instructional materials, supplies or audio-visual aids that occurs during College's use of the Premises. Repairs and maintenance required due to normal wear or tear from school usage shall be covered by District.
5. Non-Discrimination. In the performance of this Agreement, the parties shall not discriminate on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.
  6. Relationship of the Parties. The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture, employment, or relationship between the parties and neither party shall have the authority to bind the other party in any respect.
  7. Insurance. Each party shall maintain for the duration of this Agreement general liability, sexual abuse and molestation liability, professional liability, automobile liability, workers' compensation, and such other insurance as is necessary to protect against claims for injuries to persons or damages to Premises which may arise from or in connection with the performance of this Agreement by such party. All such insurance shall be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by the party of the indemnity provisions set forth in this Agreement. Each party shall, upon request, provide the other party a certificate of insurance together with originals of the endorsement(s) naming the other party as an additional insured. Each party, at its sole

option, may satisfy all or any portion of the general liability insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.

8. Indemnity. Each party agrees to hold harmless, defend, and indemnify the other party, and the officers, employees, boards, volunteers, and agents of such other party from and against any and all losses, claims or expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to, and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the indemnifying party, its officers, employees, boards, volunteers, or agents.
9. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

COLLEGE:

Mt. San Antonio College  
1100 North Grand Avenue  
Walnut, CA 91789  
Attn: Vice President, Instruction

DISTRICT:

Azusa Unified School District  
Attn: Dr. Linda Kaminski, Ed.D./  
Superintendent  
1340 N. Enid Avenue  
Covina, CA 91722

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10. Termination. Except as provided in this Agreement, this Agreement may be terminated by either party, for any reason, during the Term of this Agreement by giving ninety (90) days' written notice to the other party. In the event that either party materially defaults or fails in the performance of any material provision of this Agreement, this Agreement may be terminated by the other party upon ten (10) days' written notice thereof.
11. Integration. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or oral or written information given to the Party by any representative of the other Party.
12. Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.
13. Attorneys' Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs

and reasonable attorneys' fees, in addition to such other relief as the court may deem appropriate.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
15. Education Code Section 17604. In accordance with Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Board of the District duly passed and adopted.
16. Severability. If any clause of this Partnership Agreement is to be determined by any court or other competent authority to be unlawful and/or unenforceable, all remaining clauses of the Partnership Agreement will continue in effect and be binding upon the parties.
17. APPROVED SIGNATURE. THIS AGREEMENT IS NOT VALID OR AN ENFORCEABLE OBLIGATION AGAINST THE DISTRICT UNTIL SIGNED BY THE SUPERINTENDENT OR THE SUPERINTENDENT'S APPROVED DESIGNEE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MT. SAN ANTONIO COLLEGE  
a community college of the State of  
California

AZUSA UNIFIED SCHOOL DISTRICT  
a public agency of the State of California

\_\_\_\_\_  
Dr. William Scroggins, President

\_\_\_\_\_  
Dr. Linda Kaminski, Ed.D., Superintendent

\_\_\_\_\_  
Michael Gregoryk, Vice President  
Administrative Services

Approved by Board: \_\_\_\_\_

Approved by Board: \_\_\_\_\_

## EXHIBIT "A"

### Detailed Scope of Services

#### Course Articulation

#### 1. ADMISSIONS AND REGISTRATION

- 1.1 Admissions and registration shall be coordinated by the Administrative Liaison in section 4.3 below and applicable policies and procedures established by College.
- 1.2 Prior to registering for a dual enrollment course, students shall complete and submit a **Special Admit Application** in the form provided as "Exhibit C" attached to this Agreement.
- 1.3 College shall pay the total cost of tuition, books, and materials for high school students who enroll in a dual enrollment course. District will pay for cost of books not returned at the conclusion of College class.
- 1.4 All dual enrollment courses shall meet the enrollment requirements as set forth by College.

#### 2. COURSES

- 2.1 Courses offered are part of an approved program or a stand-alone course approved by the College through its delegated authority.
- 2.2 College courses offered in District shall be of the same quality and rigor as those offered on College campus.
- 2.3 Courses offered in District shall be College-catalogued courses with the same department designations, course descriptions, numbers, titles, and credits.
- 2.4 Courses offered in District shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within College.
- 2.5 Site visits by one or more representatives of College shall be permitted by District to ensure that courses offered in District are the same as the courses offered on College campus.
- 2.6 Non-AB 288 courses will be open to the general public.

#### 3. FACULTY

- 3.1 Dual enrollment faculty shall be College-approved teachers. Faculty provided by District shall meet the minimum qualifications established by College.
- 3.2 College shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty. College shall also be solely responsible to carry and maintain Workers' Compensation coverage for dual enrollment faculty reflecting statutory limits with employer's liability limits of \$1,000,000 at minimum.
- 3.3 College shall have the primary right to control and direct the instructional activities of faculty provided by District while they are providing instruction in dual enrollment courses.
- 3.4 Faculty who do not comply with the policies, regulations, standards, and expectations of College shall be ineligible to teach dual enrollment courses.

- 3.5 Faculty performance shall be evaluated by College using the adopted evaluation process and standards for part-time faculty of College in compliance with the College's Faculty Association bargaining agreement.
- 3.6 If necessary, substitute Faculty will be approved by College using the same process and subject to the same conditions described herein.

#### 4. LIAISON

- 4.1 College shall appoint an academic department administrator/department chair who will serve as "**Academic Liaison(s)**" to represent their respective department, and who will approve all dual enrollment instructors in consultation with the academic department of College in compliance with College's Faculty Association bargaining agreement. "**The Academic Liaison(s)**" shall provide initial training and College performance evaluations for dual enrollment faculty.
- 4.2 The "**Academic Liaison(s)**" will also keep dual enrollment faculty informed of new course curriculum developments, textbook adoptions, educational outcomes, assessment of learning, grading standards, proficiency expectations, and syllabus components.
- 4.3 College shall also appoint an administrator(s) who will serve as "**Administrative Liaison(s)**". The "**Administrative Liaison(s)**" shall conduct site visits, collaborate with "**Academic Liaison(s)**" and strengthen communication between essential elements of District, College, and their respective academic and student affairs departments.

#### 5. ON-SITE SUPERVISION

- 5.1 District shall name a responsible administrator, who shall be Chris Silvas, to assist College in overseeing the program at the instructional District site.
- 5.2 District will also name a counselor, who shall be Rosa Bullock, to be the contact to College and be available to students during regular academic hours.

#### 6. STUDENTS

- 6.1 Students must meet all College prerequisite requirements as established by College and stated in College catalog before enrolling in a dual enrollment course.
- 6.2 Grades earned by students enrolled in dual enrollment courses will be posted on official College transcripts.
- 6.3 Students enrolled in dual enrollment courses will be eligible for student support services, which shall be available to them at the College itself.
- 6.4 Students who withdraw from a dual enrollment course will not receive any College credit for work completed and must submit appropriate withdrawal paperwork by all published College deadlines.
- 6.5 A dropped class within College published drop date deadlines will not appear on the high school transcript as a College course.
- 6.6 Pursuant to College Board Policy BP 5030 (Education Code Section 76300) the enrollment fee for students who are Special Admission Students will be waived by College.

**7. ASSESSMENT OF LEARNING AND CONDUCT**

- 7.1 Students enrolled in dual enrollment courses shall be held to the same standards of achievement and academic integrity as students on College campus.
- 7.2 Students enrolled in dual enrollment courses shall be held to the same grading standards as those expected of students in campus College sections.
- 7.3 Students enrolled in dual enrollment courses shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in campus College sections.
- 7.4 Students enrolled in dual enrollment courses shall be held to the same behavioral standards as those expected of students in campus College sections.

**8. EVALUATION**

- 8.1 College and District may conduct end-of-term student evaluations for each dual enrollment course offered in District in accordance with established guidelines.
- 8.2 College and District may survey and collect data on students and alumni of dual enrollment courses after they graduate from District.
- 8.3 College and District may annually conduct surveys of participating College and District instructors, principals, and guidance counselors.
- 8.4 College and District shall share survey data for the purpose of informing practice, making adjustments, and improving the quality of dual enrollment course delivery.

**9. RECORDS**

- 9.1 Records of student attendance and achievement for all College students who enroll in a dual enrollment course shall be maintained by District and by College.

**10. ADMINISTRATIVE COSTS**

- 10.1 District and College mutually agree not to bill each other for administrative oversight costs. These costs include but are not limited to the costs associated with the Education Services Agreement.
- 10.2 Both the District and College, by executing this contract, certify that the instructional activity to be conducted will not be fully funded by other sources. (Title 5, California Code of Regulations, Education Code Section 58051.5).

**EXHIBIT "B"**

**Schedule of Courses**

<b>Fall 2017</b>					
<b>Location</b>	<b>Classes</b>	<b>Days</b>	<b>Times</b>	<b>No. of Students Projected</b>	<b>No. of Projected FTEs</b>
<b>Gladstone High School</b> 1340 N. Enid Avenue Covina, CA 91722	<b>SIGN 102, American Sign Language 2</b>	<b>M/W/F</b>	<b>7<sup>th</sup> Period</b>	<b>35</b>	<b>4.75</b>
<b>Gladstone High School</b> 1340 N. Enid Avenue Covina, CA 91722	<b>SIGN 103, American Sign Language 3</b>	<b>T/TH</b>	<b>7<sup>th</sup> Period</b>	<b>35</b>	<b>4.75</b>

<b>Spring 2018</b>					
<b>Location</b>	<b>Classes</b>	<b>Days</b>	<b>Times</b>	<b>No. of Students Projected</b>	<b>No. of Projected FTEs</b>
<b>Gladstone High School</b> 1340 N. Enid Avenue Covina, CA 91722	<b>SIGN 103, American Sign Language 3</b>	<b>M/W/F</b>	<b>7<sup>th</sup> Period</b>	<b>35</b>	<b>4.75</b>
<b>Gladstone High School</b> 1340 N. Enid Avenue Covina, CA 91722	<b>SIGN 104, American Sign Language 4</b>	<b>T/TH</b>	<b>7<sup>th</sup> Period</b>	<b>25</b>	<b>3.8</b>

Course code	Course Title	Course Designation	College Credits	UC/CSU "A-G" Status	Course Description from MT. SAC	Number of Students
SIGN 102	American Sign Language 2	Degree UC/CSU Applicable	4	Meets "C" Arts, Literature, Philosophy and Foreign Language	Prerequisite: SIGN 101 or SIGN 101H  Further study of American Sign Language (ASL) focusing on comprehension skills, grammatical structures and practice in the expressive aspects of the language, as well as exposure to Deaf culture. Students are expected to attend outside events at their own expense.	35
SIGN 103	American Sign Language 3	Degree UC/CSU Applicable	4	Meets "C" Arts, Literature, Philosophy and Foreign Language	Prerequisite: SIGN 102  American Sign Language focused on developing comprehension skills, advanced grammatical structures with continued emphasis on expressive skills in narrative. Aspects of Deaf culture will be studied. Field trips required	35
SIGN 104	American Sign Language 4	Degree UC/CSU Applicable	4	Meets "C" Arts, Literature, Philosophy and Foreign Language	Prerequisite: SIGN 103  Expressive and conversational skills in American Sign Language (ASL) along with continued focus on grammatical and cultural features.	25

**EXHIBIT "C"**



**Special Admit  
Dual Enrollment Program**

\_\_\_\_\_ Unified School District  
\_\_\_\_\_ *High School*

**Fall, Spring, and/or Summer**

Start of term @ Mt. SAC

**Date Here**

**Please read entire packet.**

All Dual Enrollment participants must apply to the College (<http://www.mtsac.edu>) **each term** they wish to attend. This is a Special Admit process.

You **must** turn in all required items, or you will not be able to participate in Dual Enrollment.

All forms are due by: **Date(s)**

**Incomplete forms will not be accepted!!**

**Required Steps:**

- Fill out Special Admit – Dual Enrollment Program form in **Blue Pen**
- Apply to Mt. SAC Online Admissions Application (<http://www.mtsac.edu/apply>) for term attending (Fall, Spring, or Summer)
- Banner Student ID number (*i.e. A01768659*)
- Claim account (Username and Password)
- Student checklist form
- Signed Parent form (signed by parent)
- School Approval form (Signed school principal/designee)
- Placement Test Results (if needed)
- Register for course



<b>Student Checklist</b>		
<b>Statement</b>	<b>Yes</b>	<b>No</b>
<b>Check the appropriate box</b>		
My school principal or designee has recommended me.		
I have parental approval to participate in the program.		
I have completed the Mt. SAC placement test (if applicable).		
I meet all prerequisites for the class I plan to take including Math/English.		
I have read "To the Parent and Minor Student Attending Mt. SAC" information sheet and agree to abide by the student code of conduct.		
I understand that if I do not make satisfactory progress in my course that I will not be allowed to continue to participate in this program.		
I understand that I can only enroll upon approval.		

Student Signature \_\_\_\_\_



## Special Note to the Parents and Minor Students Mt. SAC Dual Enrollment

It is imperative that parents and minors understand that as Dual Enrollment students, they are entering a college course environment, and that carries with it certain possible scenarios, not all of which can be anticipated.

### Parents and students should be aware that:

1. All college coursework and grades become a permanent part of the student's official college academic history and transcript. Poor grades have a far-reaching effect on future entrance to the college or university of choice, scholarships, financial aid, awards, etc.
2. Students must abide by the Student Code of Conduct and are subject to the Student Disciplinary Policy. Copies are available in Student Life, Building 9C. All disciplinary incidents become a part of the student's personal history.
3. Students are expected to:
  - a. meet all deadlines;
  - b. classes must be dropped within the deadlines required by the college;
  - c. grade options selected; and
  - d. assignments turned in on time.
4. Instructors cannot inform parents when classes are cancelled at the last minute or when the class ends early.
5. Instructors cannot supervise a minor while they wait to be picked up.
6. Courses may include frank discussions on sensitive topics.
7. Audio-visual presentations may be graphic in their content.
8. Students may be exposed to vulgar language outside of the classroom.
9. Students may access pregnancy testing, HIV testing and condoms through the Health Center.
10. Group work or class presentations may be expected in class. If required, these activities will be required of all students, regardless of age.

These precautions are not meant to create undue concern for parents or the Dual Enrollment student, only to serve as an advisory to allow you to manage your particular situation so the student will have a positive educational experience with Mt. San Antonio College.

### Right to Access

Under section 49061 of the Education Code, parents of community college students do not have a right to access their children's student records, regardless of whether the student is under the age of 18. In accordance with this regulation, the student's college records will be released to parents only with the written consent of the student.

### Transcripts

Transcripts will be issued upon student's written request. The college provides two (2) free official transcripts to students.

Students enrolled through the Dual Enrollment Program are not subject to the enrollment fee.

**Parent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## Parent & School Approval Form

Please use **blue pen**

Name: \_\_\_\_\_

Banner Student ID #: A \_\_\_\_\_ Birthdate: \_\_\_\_\_

School Name: \_\_\_\_\_ Grade in School: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Approval of Parent or Legal Guardian

I give my approval for the student named above, a minor in my care, to do the Dual Enrollment through Mt. San Antonio College as a Special Admit student.

I verify that I have read the Special Note to the Parents and Minor Students participating in the Mt. SAC Dual Enrollment program. I the parent understand the responsibilities and expectations of my child enrolling for a Mt. San Antonio College course(s) as a college student. I also understand and agree to the possibility that my child may be exposed to adult oriented themes and discussions while in class.

I also have read and understand that according to state and federal regulations, my minor's college records are available to me only with written consent of the student. Under section 49061 of the Education Code, parents of community college students do not have a right to access their children's student records, regardless of whether the student is under the age of 18. In accordance with this regulation, student's college records will be released to parents only with the written consent of the student.

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### To be completed by Principal or Designee:

The above named student is in the \_\_\_\_\_ grade at \_\_\_\_\_ School.

#### **By signing this form I further certify that:**

1. This student is enrolled for at least the "minimum school day" (EC §48801);
2. This student would benefit from "advanced scholastic or vocational work" (EC §48800);
3. This course recommended is for enrichment purposes (EC §48800);
4. The recommended course is currently offered at this high school;
5. The recommended course is not alleviating an academic deficiency or being used to replace a school requirement.
6. I have not given approval to more than 5 percent of the total number of pupils from this grade level to participate in this program (EC §48800) (d) (2). Courses to be taken by a special admit student should be decided in concert with the school counselor. Students are able to enroll in any course if the course prerequisite is met. The student shall receive college credit for community college courses that have been successfully completed at the level determined by Mt. San Antonio College.

Principal/Designee Name (Please print): \_\_\_\_\_

Designee Title: \_\_\_\_\_

Principal/Designee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please note:** The school principal or designee **must** sign the form. Incomplete forms will not be accepted.

# A Commitment Towards a Safe Campus Environment for All

Mt. San Antonio College Board of Trustees Meeting  
Wednesday, August 9, 2017

# Title IX and Sex Discrimination

- Title IX of the Education Amendments Act of 1972 is a federal law that states, "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance."
- As required by the State Chancellor's Office, Mt. SAC addresses all Title IX complaints under Title 5 of the California Code of Regulations.
- Mt. SAC's policies and procedures are based off the guidance and advisories of the General Counsel of the State Chancellors Office. Human Resources receives and handles all Title IX complaints from students, employees, and third parties with assistance from Health Services, Public Safety, and Student Services.

# Sexual Misconduct Response Team

(SMaRT is our Title IX and Clery Coordinating Group)

Lina Soto,  
A.S. Faculty

Andi Fejeran Sims,  
Student Life

Sokha Song,  
Human Resources

Marti Whitford,  
Health Services

David Wilson,  
Campus Safety

Ryan Wilson,  
Human Resources

Isaac Rodriguez  
Lupercio,  
Judicial Affairs

Koji Uesugi,  
Student Services

- SMaRT members receive reports of sex discrimination and sexual misconduct and provides information to student, employees, and 3<sup>rd</sup> parties about Title IX, and raise awareness about sexual misconduct and its prevention
- The team will convene in fall 2017

# Title IX and Sex Discrimination

- Title IX Staff
  - Sokha Song, Title IX Coordinator (01/17)
  - Ryan Wilson, Title IX Investigator (06/17)
- Training
  - Title IX Training (in person/online)
  - EEO Representative Trainings (monthly)
  - Sexual Harassment Training (in person/online)
- Data - Fiscal Year (16/17)
  - Unlawful Discrimination (16 complaints)
  - Sexual Harassment (28 complaints)
  - Two substantiated claims

# Clery Act Amendments per VAWA

- The Violence Against Women Reauthorization Act of 2013 (VAWA) amendments to the Clery Act require institutions to undertake robust and proactive measures to prevent and respond to reports of sexual violence, stalking, and intimate partner violence.
- Mt. SAC has responded to *and* will be engaged in the following to ensure compliance.
  1. Publish Annual Security Report with VAWA statistics
  2. Provide notifications to campus community
  3. Offer VAWA training and programming
  4. Respond to Clery Audit

# Clery Act Annual Security Report

**Mt. San Antonio College**

**2016 Annual Security Report**



(Mt. SAC Student Success Center)

# Campus VAWA Statistics Report

Offense	Year	On Campus	Public Property	Unfounded
Rape	2016	0	0	0
Fondling	2016	1	0	0
Incest	2016	0	0	0
Statutory Rape	2016	0	0	0

VAWA Offenses	Year	On Campus	Public Property	Unfounded
Dating Violence	2016	0	0	0
Domestic Violence	2016	0	0	0
Stalking	2016	0	0	0

# Campus VAWA Statistics Report

Bias Crimes Reported (2016)	Total	Race	Religion	Sexual Orientation	Gender	Gender Identity	Disability	Ethnicity	National Origin
Rape	0	0	0	0	0	0	0	0	0
Fondling	0	0	0	0	0	0	0	0	0
Incest	0	0	0	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0	0	0	0

# Notifications to Campus

- Includes:
  - Emergency notifications
  - Crime alerts
  - Timely warnings



## Indecent Exposures on May 4, 2017

Remember to Report Crimes and Suspicious Behavior Immediately

On Thursday, May 4, 2017, at about 9 a.m., a male suspect exposed himself twice to two different female students near Building 60. At about 2:45 p.m., it occurred again in the same area. Please be aware of your surroundings and call Public Safety immediately at (909) 274-4555 if you have information about these events or notice suspicious behavior.

At this time, it is unclear if this incident is related to the report of Indecent Exposure in parking lot A on April 12, 2017. The suspect descriptions are limited.

Public Safety reminds the campus community to:

- Be aware of your surroundings
- Avoid distractions, like cell phones and headphones
- Immediately report crimes and suspicious behavior

The campus community can contact Public Safety multiple ways:

- Call Mt. SAC Public Safety at (909) 274-4555
- Dial 9-1-1
- Activate a Blue Phone
- Text message an anonymous tip to (909) 610-9139

# VAWA Programs for Students presented with Student Health Educators

## Sexual violence outreach presentations

- Sexual Violence Outreach Events = 367
- Newsletter – *Consent...Get Some!* = 400
- Class Presentations = 1,796 students

## Presentations by Community Partners

- Project Sister (April 25) = 18
- House of Ruth (November 1) = 15



# VAWA Programs for Students by students

## Denim Day Campaign

April 26, 2017  
188 students attended

*"Rape is never okay no matter what you are wearing"*  
-Student



*"This is for my sister. I love you and will protect you."*  
-Student

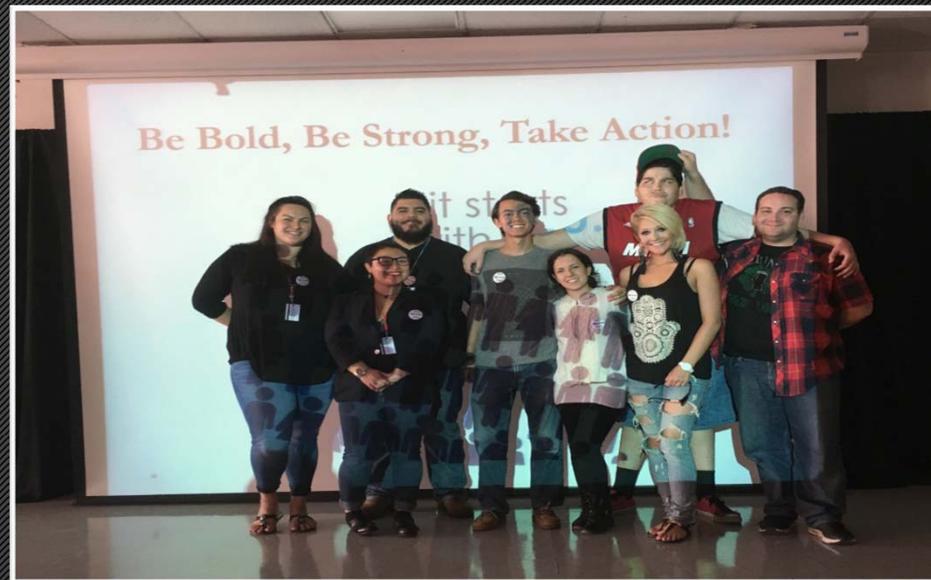
This movement arose from the outrage that followed an Italian Supreme Court decision in 1998 to overturn a rape conviction because the victim wore tight jeans. Students expressed their feelings by writing on the jeans.

# VAWA Programs for Students by students

## Bystander Intervention

November 23, 2016  
(32 students attended)

Active bystanders are people who are aware of an abusive situation, and choose to speak up and say or do something without putting their own safety at risk.



Peer Health Educators

MT. SAC Theater Department Students

*"Loved this event! Only Yes means Yes!!"*  
- Student

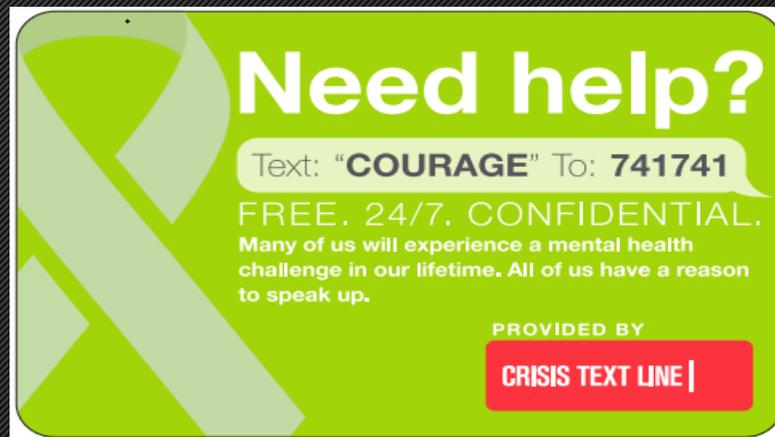
*"I am more likely to intervene because of this event"*  
-Student

# New! Crisis Text Line

- Made available to the Mt. SAC students by The Chancellor's Office.
- Students can text this line when they need someone to talk to.
- Assisted 32 million people in 3 years.
- 75% are from our student age group.
- 75% text between 8pm-4am.

Text "COURAGE" to 741741

- EASY
- FREE
- AVAILABLE 24/7
- CONFIDENTIAL

A promotional graphic for the Crisis Text Line. It features a green background with a white ribbon graphic on the left. The text reads: "Need help?" in large white letters, followed by "Text: 'COURAGE' To: 741741" in a white speech bubble. Below that, it says "FREE. 24/7. CONFIDENTIAL." and "Many of us will experience a mental health challenge in our lifetime. All of us have a reason to speak up." At the bottom right, it says "PROVIDED BY" above a red button that says "CRISIS TEXT LINE |".

**Need help?**

Text: "COURAGE" To: 741741

FREE. 24/7. CONFIDENTIAL.

Many of us will experience a mental health challenge in our lifetime. All of us have a reason to speak up.

PROVIDED BY

**CRISIS TEXT LINE |**

# Board Supported/Approved Achievements

- Margolis Healy Clery Audit in 2016 (Board approved)
- Title IX/EEO Investigations positions March 2017 (Board approved in March 2017)
- Clery Act Training Program for employees (Board Approved)
  - Conducted on April 11-12, 2017
- Maxient online case management and communication platform (Board approved in May 2017)
  - Implementation and Training to begin Fall 2017

# Future Title IX and VAWA Compliance Efforts

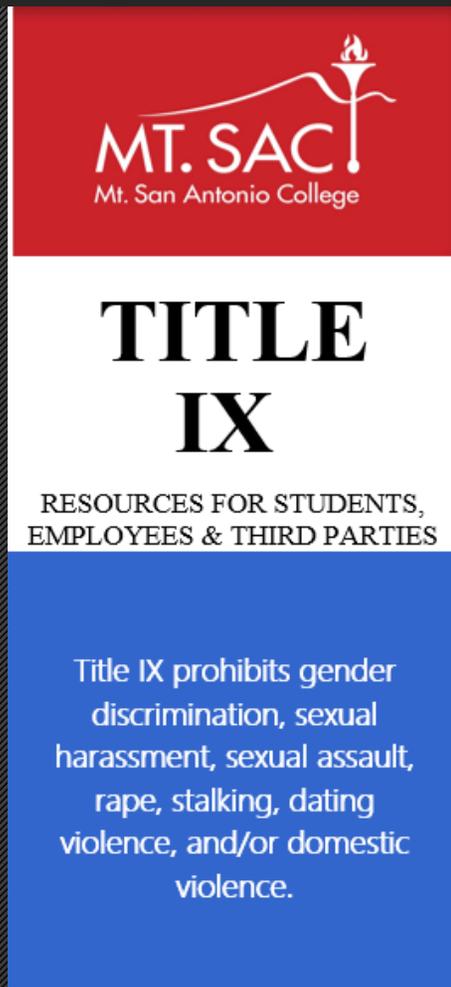
- Convene realigned Title IX and Clery coordination group
  - SMaRT (Sexual Misconduct Response Team)
- Identify and train Campus Security Authorities (CSAs)
- Publish and Distribute Title IX Resource Brochures
- Expand and increase Title IX training for the campus community

# Campus Security Authorities v. Responsible Reporter



<b>Clery Campus Security Authorities</b>	<b>Title IX Responsible Employee</b>
Law enforcement or security departments	Has the authority to take action to redress sexual violence
Officials with significant responsibility for student and campus activities	Has been given the duty of reporting incidents of sexual violence or any other misconduct by students to the Title IX coordinator or other appropriate school designee
Individuals or offices designated to receive crime reports	Someone whom an individual could reasonably believe has this authority or duty

# Resource Brochures for Campus Community Under Development



# Title IX Trainings for Campus Constituents

- Title IX Trainings in the fall and beyond

**KNOW  
YOUR IX**

# Update Policies and Procedures

- Continuous Updates to BPs/APs
  - BP/AP 3410: Nondiscrimination
  - BP/AP 3430: Prohibition of Harassment
  - AP 3435: Discrimination and Harassment Investigation
  - BP 3540: Sexual and Other Assaults on Campus
  - AP 3540: Sexual Assaults on Campus

# Thank You!

- Maintaining a safe and thriving learning environment requires collaboration across the institution.
- Mt. SAC is well on its way with your support!



# 2018 Educational and Facilities Master Plan Update

August 9, 2017

Presentation to the Board of Trustees

# Agenda

- What is an Educational and Facilities Master Plan (EFMP)?
- Why is an EFMP Important?
- Planning History
- Consultant Selection
- Schedule
- Work to Date
- Parking and Circulation Master Plan
- Facilities Recommendations
- Upcoming Planning Efforts
- Next Steps

# What is an EFMP?

- An **integrated** and **comprehensive** master plan includes both **educational** (EMP) and **facilities** (FMP) master plan components.
- While either effort can be successfully completed independently from the other, **linking** the two efforts improves both planning efforts.
- California community colleges are required to prepare both educational and facilities **long range** plans; however, the content is to be locally determined.

# Why is an EFMP Important?

- Ensures that the College will continue to meet its mission by answering the following questions:
  1. How will our communities **change** in the next decade?
  2. Are our programs and services **prepared** to meet these challenges?
  3. What land development, facilities, infrastructure, landscape, and systems **projects** are necessary to meet our needs and how are they **prioritized**?
  4. How are major construction efforts **scheduled** and **phased** to minimize impacts to the campus?

# Planning History

- 2001 Measure R
- 2008 Measure RR
- 2008–2009 Educational Plan
- 2012 Facility Master Plan
- 2015 Facilities Master Plan Update
- 2017 Parking and Circulation Master Plan

# Consultant Selection

- In May of 2016, requests for proposals were issued to identify the consultant team for the College's 2018 Educational and Facilities Master Plan.
- The Board of Trustees approved both the EMP consultant and the FMP consultant team in August 2016
- Collaborative planning efforts began in September of 2016.

# Schedule

SEPTEMBER  
2016

JANUARY  
2018



**AUGUST  
2017**

# Work to Date

- Since the fall of 2016, the consultant teams have interviewed over 200 MtSAC representatives from:
  - Instruction
  - Student Services
  - Administrative Services
  - Human Resources
  - Student Body
- Simultaneously, the consultants were preparing a data profile of the College's students and community and conducting an analysis of existing facilities conditions.

# Master Plan Steering Task Force

- The Master Plan Steering Task Force (MPSTF) was created to guide and review the EFMP planning effort.
- Throughout this EFMP process, the consultant teams have meet with the MPSTF six times.
- The consultants presented data, observations, and collected feedback in order to build consensus around a clearly defined strategy for the College's future.

# Community Facilities Plan Advisory Committee

- The Community Facilities Plan Advisory Committee (CFPAC) was created to be a conduit to the broader community for the purposes of publicizing participation opportunities and soliciting input.
- Throughout this EFMP process, the College and the consultants have met with CFPAC seven times.
- The CFPAC, in effect, functions to widen the circle of engagement in the Educational and Facilities Master Plan process.

# Public Workshops

- In February and March 2017, The Board of Trustees hosted a series of **nine interactive public workshops**.
- The workshops aimed to introduce the EFMP project and encourage community feedback while informing the public about programming, resources, and all that the College has to offer its service area.

# Additional Meetings

- March 2017 – Sustainability Workshop
- April + May 2017 – Student Focus Groups
- June 2017 - “Town/Gown” Design Charrette with the City of Walnut
- Various focused meetings with specific campus constituent groups.

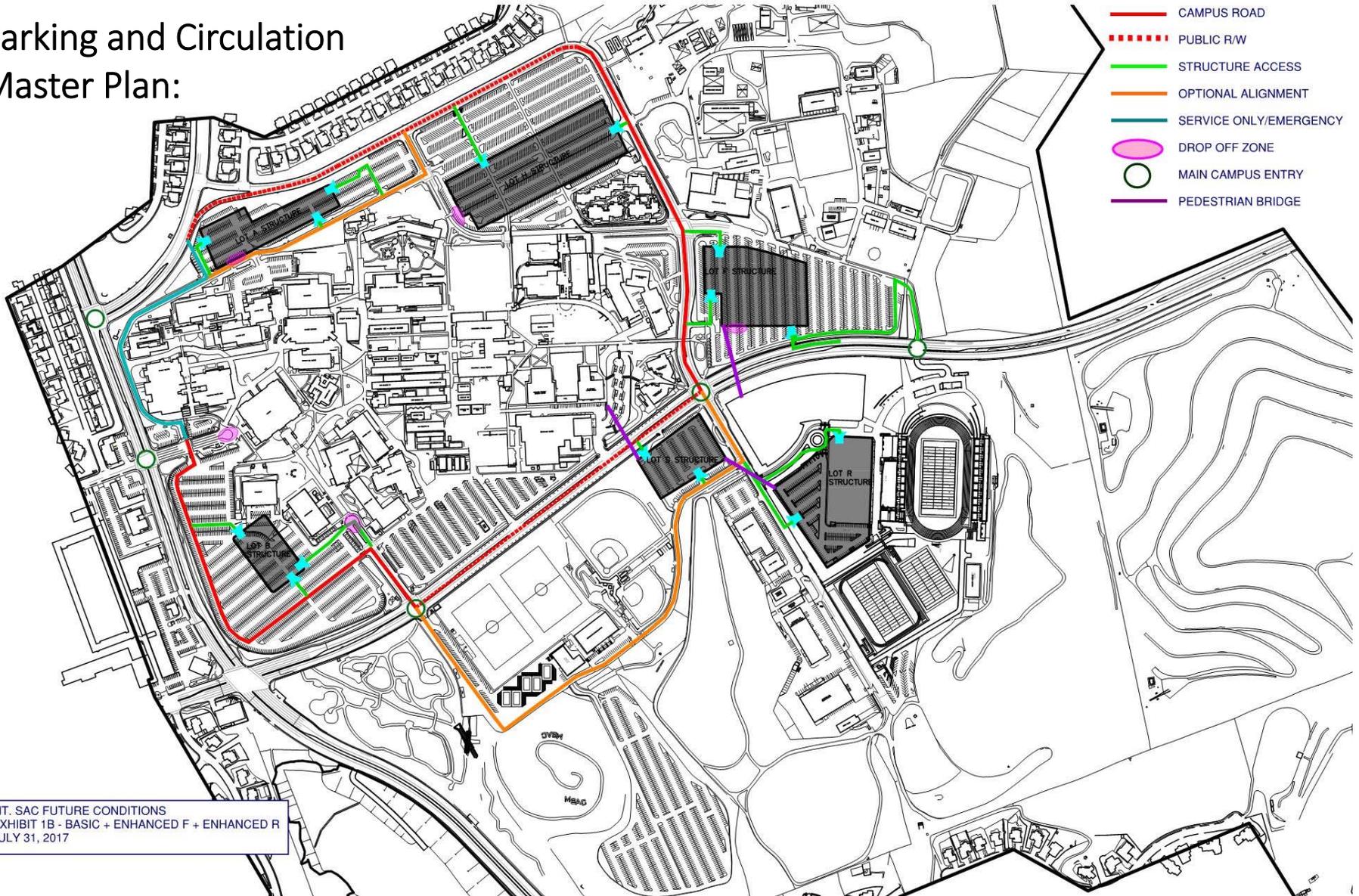
# EFMP Document Progress

- At this time, the first six chapters, which comprise the educational master plan portion of the EFMP document, have been drafted and are under review:
  1. Background
  2. Profile of the College's Communities and Students
  3. Instructional Programs
  4. Student Services
  5. Administrative Services and Human Resources
  6. Master Plan Interview Themes

# EFMP Document Progress

- The remaining five chapters that focus on the facilities master plan are currently being authored and are approximately 60% complete.
  7. Existing Facilities Conditions Analysis
  8. Environmental Analysis
  9. Framework for Facilities Recommendations
  10. Facilities Recommendations
  11. Impacts

# Parking and Circulation Master Plan:



MT. SAC FUTURE CONDITIONS  
 EXHIBIT 1B - BASIC + ENHANCED F + ENHANCED R  
 JULY 31, 2017

# Facilities Projects

- Adult Basic Education
- Auditorium
- Learning Resource Center
- Nature Center
- Physical Education Complex
- Public Safety
- School of Continuing Education
- Science
- Student Center
- Student Services North
- Technology Education
- Tennis Courts and Parking
- Transit Center



# Upcoming Planning Efforts

- Project Scoping
- Financial Planning
- ADA Transition Plan Update
- Utilities Infrastructure Master Plan

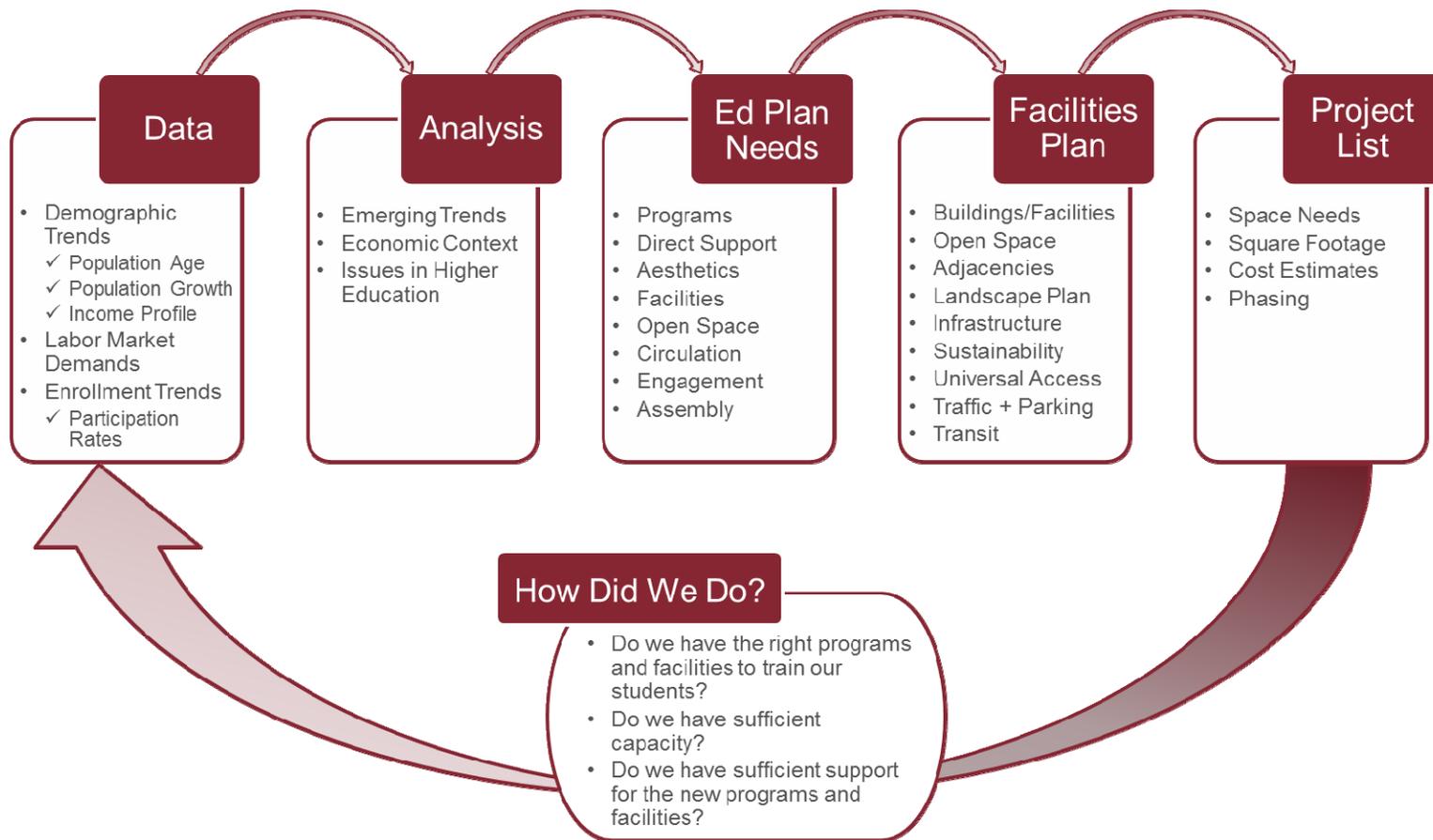
## Next Steps

- September 2017 – MPSTF Meeting
- Finalize Facilities Chapters
- Public Draft Document for College-wide review

Questions?



# Linking the EMP to the FMP





# Associated Students Report

*Presented by A.S. President Brian Austin Moon*

*August 9<sup>th</sup>, 2017*

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**Hello Members of the Board,**

## **Associated Students Fall 2017 Events Calendar**

The A.S Event calendar has been released for the Fall 2017. The calendars have been provided for you today. We will issue the first distribution at our New Student Welcome event as well as provide them for the Information Booths during the beginning of the fall semester.

## **New Student Welcome**

New Student Welcome planning has been a great collaboration between Student Life, Associated Students, High School Outreach and our campus IN REACH program. As you know, our event is on Wednesday, August 16<sup>th</sup>, 2017 and our goal is to create an excited kick-off event that welcomes our incoming students to the Mt. SAC Family. Special thanks goes out to the High School Outreach Ambassadors and the IN REACH Ambassadors who will join Associated Student Officers in volunteering to host the many students who are planning to attend.

## **Closing Reflections**

I look forward to the Fall semester and all the great work Associated students and the rest of the college will be accomplishing.

Respectfully, Associated Students President  
Brian Moon



# MT. SAN ANTONIO COLLEGE CLASSIFIED SENATE

REPORT TO THE BOARD OF TRUSTEES  
WEDNESDAY AUGUST 9, 2017

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1. Classified Senate is in the midst of planning activities and events for the upcoming academic year. Among the processes are work on:
  - a. Enhanced Events
  - b. Constitutional Review
  - c. Fundraising
  - d. Additional Events
  
2. The ***Classified Professional Development Committee's*** (CPDC), ***CPD–Day Task Force***, is in the home stretch with details for the 2<sup>nd</sup> Annual CPD–Day (Classified Professional Development Day). Working in coordination with the ***Professional & Organizational Development Office***, (POD) has gone extremely well. Several classified have volunteered to plan and work the event itself. .

CPD–Day will include a track for all those who attended this year's Great Staff Retreat. It will be a Strength Finders series and is structured to build upon activities attendees participated in during the retreat.

Registration for the workshops is going well and several workshops are already full, or nearly so. President Scroggins has been key to the event's success by giving all classified employees release time to attend the day's activities.

**CPD–Day, August 18, 2017**

**A full day of Learning, Experiencing, and Growing.**

Respectfully submitted by,  
John Lewallen  
*President, Classified Senate*

(909) 274-4137

Martin Jones-Ramey, Esq., President  
Lina Soto, Vice President  
Bruce Nixon, Secretary  
Tim Engle, Director  
Scott Guth, Director  
Dana Miho, Director  
Abby Wood, Esq., Director  
Vacant Director, (2017-18)

August 9, 2017

Vicki Greco, Senator at Large  
Hong Guo, Senator at Large  
Tamra Horton, Ph.D., Senator at Large  
Liesel Reinhart, Senator at Large  
Phil Wolf, Senator at Large  
John Vitullo, Curriculum Liaison  
Donna Necke, Legislative Liaison  
Eric Kaljumagi, President – Faculty Association  
Joan Sholars, Vice President – Faculty Association

## **Academic Senate Report to the Board of Trustees**

On behalf of the Academic Senate, the Senate President is pleased to make the following report:

### **New Executive Board Members for 2017-2018:**

- Curriculum Liaison: John Vitullo (Communication)
- Legislative Liaison: Donna Necke (Adult Basic Education)

### **Full Senate Activity**

The full Senate will next meet on August 31.

### **Goal Setting**

The Academic Senate exists to advise the Board of Trustees on “academic and professional matters.” A goal and priority-setting retreat for the coming academic year will be held on August 24 to generate the initiatives we will pursue in 2017-18. The Senate extends an invitation to the Board of Trustees to suggest any academic and professional matters that the Senate might address. Board members may contact the Senate President at extension 5436 or through email to [mramey2@mtsac.edu](mailto:mramey2@mtsac.edu).

### **Flex Day**

The Faculty Professional Development “Flex” Day for the 2017-18 academic year is scheduled for Friday, August 25 from 8:15 a.m. to 3 p.m. The day will consist of a general session attended by all full-time faculty, two breakout sessions, and department or division meetings. This year 23 different breakout sessions including sessions and can be found on the POD Calendar available at: <http://www.mtsac.edu/pod/>. The Senate wishes to thank the many people across campus who work to put on Flex Day. We extend an invitation to any Board member who wishes to join us for Flex Day activities.

Respectfully submitted,

Martin Jones-Ramey, Esq., J.D., LL.M.  
President, Academic Senate



*Strengthen, Increase, Promote and Advance*

**Faculty Association Report  
To the Board of Trustees  
9 August 2017**

1. Negotiations

On tonight's agenda you will be asked to determine whether the District will ratify the 24 tentative agreements modifying the contract between the District and the FA. I am pleased to announce that our members have ratified the contract with 95% of those voting being in favor. This contract is two years long with a much reduced second-year negotiations process.

2. CTA Presidents' Conference

Faculty Association President Eric Kaljumagi and Vice President Joan Sholars attended the CTA President's Conference in San Jose from 20 – 23 July. We received training on how to access CTA's legal services, the fiduciary processes expected of union leaders, and how to properly run our internal elections. The FA will be revising its standing rules this year, and we are confident that we understand the changes that will be needed.

3. Adjunct Faculty Orientation

The Faculty Association will present an orientation session for adjunct faculty in Founders Hall on **24 August**. Although divisions and departments have provided orientations for years, this is the second time that the FA will assist in this process. The presentation will include topics of general interest to adjunct faculty, including retirement planning options, health care options, and the relevant sections of the faculty contract. The FA would like to thank Dr. Scroggins and the District for authorizing a stipend equal to one hour of pay for adjunct faculty who attend the event.

4. Faculty Association Meetings

The Faculty Association will have its first regular Executive Board meeting on Tuesday, **29 August** and its first Representative Council meeting on Tuesday, **5 September**. Although the agendas for these meetings are fairly short, many items are in the planning stages, including our FA open house, coffees with the FA president, and our now annual celebration of adjunct faculty. Exact dates and times will be in my next report, and trustees and managers are encouraged to attend.

Respectfully submitted by,  
Eric Kaljumagi, Faculty Association President



CSEA Chapter 262  
2017 Executive Board

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*“To improve the lives  
of our members,  
students, and  
community.”*

Wednesday, August 9, 2017

Ladies and Gentlemen, members of the Board, Dr. Scroggins. I am Lee Jones, 1st Vice President of CSEA Chapter 262, the exclusive labor representative for Classified Staff Unit A.

As always, thank you for your time and attention.

First, Chapter 262 would like to recognize the efforts of Abe Ali and Sokha Song in Human Resources, and Dr. Scroggins for his on-going support. The District and CSEA 262 have a very good, collaborative relationship that empowers us all to find creative solutions that address mutual interests. Thank you for helping us serve our community and our students.

Second, CSEA 262 is eagerly anticipating the upcoming Classified Professional Development Day, as reflected in the consent item on page 68. We want to thank the Board for their support of Classified staff development.

Finally, both CSEA chapters attended the 91<sup>st</sup> CSEA Annual Conference held last week. Among topics of interest at the conference was SB1626, School Security Training and Title IX issues. The Community College Symposium focused on Title IX and Chapter 262 is happy to say that Mt. SAC appears to be leading the pack in this area.

Negotiations are nearing the very, very end, and though we have nothing new to report since the last Board of Trustees meeting, I think I speak for us all by saying that we’re looking forward to being done.

Ladies and Gentlemen, thank you for your time and your efforts to help us serve our students.



**Foundation & Alumni Association Report to the Board of Trustees  
August 9, 2017**

Two weeks ago the Foundation hosted a roundtable discussion with EDs from 8 other CA CC Foundations. The purpose of the gathering was to share ideas and success stories, talk about challenges, and learn from each other. It was an informative session with attendees from as far away as Santa Barbara and Bakersfield.

Last week I had the pleasure of attending the Hollywood Foreign Press Association Awards Banquet. As you may recall, the HFPA has been very generous with us over the last four years. In addition to building a scholarship endowment for students in the TV & Film program, they have also given us equipment grants to help support the program. They have just awarded us \$30,000 to begin Phase I of a project to upgrade lighting in the TV studio.

If you don't know, the HFPA is a very impressive organization. This year is their 75<sup>th</sup> Anniversary and while they are widely recognized for the annual Golden Globes awards, less well known but much more impactful is the philanthropic work they do. The HFPA gives millions of dollars every year to organizations across the country (including for the first time ever, an org in LA that helps Veterans make films). Mt. SAC is fortunate to again be one of those groups. To the banquet this year we brought along one of the scholarship recipients, Anthony Flores. Anthony was a wonderful representative of the student body and the college. We made great connections with people from a number of different groups including the Young Musicians Foundation, the Lollipop Theater and a nonprofit called Kids in the Spotlight, a group that helps young people in the foster youth system tell their stories through film. At the HFPA's request, we are looking to build collaborative relationships among their grantee organizations. We took steps toward at the Banquet and will continue to do so.

Last week we also hosted Rick Hansen and members of his team from Three Valleys Municipal Water District. Mike Shay orchestrated the visit. They toured campus and had lunch with President Scroggins. Through conversation we learned a great deal about each other and discussed ways for them to partner with Mt. SAC. Naturally, among the group was a Mt. SAC graduate, the parent of a Mt. SAC graduate, and a faculty member from another community college. We are looking forward to building a strong relationship that will benefit both sides moving forward.

Finally, we held our annual Foundation Board Retreat. I want to thank Gail Kiralla from Majestic Realty for hosting us at Pacific Palms. We discussed priorities for the coming year, heard an update from the President on the college and also discussed the many ways that the Foundation Board can be further plugged into and involved in College activities. I want to extend our thanks to President Scroggins for his input at the retreat and commitment to our work.

Upcoming Events:

- Great American Eclipse – Monday, August 21
- Mt. SAC Alumni Day—Saturday, November 4

Annual Giving Stats	FY2016/17	FY2017/18 To-Date	FY2017/18 Goal	FY2017/18 % to Goal
Total Dollars Raised	\$1,018,448.87	\$45,859.67	\$1,000,000	4.5%
Total # of Donors	690	31	725	4.2%

Annual Giving Stats	FY2015/16	FY2016/17 Final	FY2016/17 Goal	FY2016/17 % to Goal
Total Dollars Raised	\$672,072.30	\$1,018,448.87	\$706,000	144.25%
Total # of Donors	514	690	540	127.77%