

BUDGET COMMITTEE

MEETING AGENDA

June 12, 2019

3:00 p.m.



Location: Building 4, Conference Room #2460

Time: 3:00 p.m. – 4:30 p.m.

Committee Members:

Joan Sholars, Co-Chair	Rosa Royce	Peter Gonzales	Sebastian Garcia (Student)
Doug Jenson, Co-Chair	Gary Nellesen	Brandon Gillett	Michelle Sampat (Guest)
Mike Gregoryk	Vicki Greco	Lisa Romo	
Virginia Burley	Lance Heard	Andy Jaeseung Shin (Student)	Vivian Ruiz (Notes)
Audrey Yamagata-Noji	Tamra Horton	YiFan Zhang (Student)	Yadira Santiago (Notes)

AGENDA ITEMS:

1. **Agenda Check.**
2. **Review the Budget Committee Meeting Summary of May 15, 2019.**
3. **IEC Liaison update – Michelle Sampat**
4. **Review Tentative Budget**
5. **Review Budget Committee Goals.**
6. **Review OPEB, STRS, PERS Trust Resolutions.**

FUTURE BUDGET COMMITTEE MEETINGS (3:00 p.m. – 4:30 p.m.):

September 4, 2019

September 18, 2019

The committee does not meet during Summer or Winter Intersessions, unless needed.

**Mt. San Antonio College
Budget Committee Summary of
June 12, 2019**

Committee Members:

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Mike Gregoryk, Chair | <input checked="" type="checkbox"/> Rosa Royce | <input type="checkbox"/> Peter Gonzales | <input checked="" type="checkbox"/> Michelle Sampat (Guest) |
| <input type="checkbox"/> Joan Sholars, Co-Chair | <input checked="" type="checkbox"/> Gary Nellesen | <input checked="" type="checkbox"/> Brandon Gillett | |
| <input type="checkbox"/> Virginia Burley | <input type="checkbox"/> Vicki Greco | <input checked="" type="checkbox"/> Lisa Romo | |
| <input checked="" type="checkbox"/> Audrey Yamagata-Noji | <input checked="" type="checkbox"/> Lance Heard | <input checked="" type="checkbox"/> Andy Jaeseung Shin (Student) | |
| <input checked="" type="checkbox"/> Doug Jenson | <input checked="" type="checkbox"/> Tamra Horton | <input type="checkbox"/> YiFan Zhang (Student) | <input checked="" type="checkbox"/> Yadira Santiago (Notes) |

ITEM	DISCUSSION/COMMENTS	ACTION/OUTCOME
1. Agenda check	Agenda checked.	Agenda approved.
2. Review the Budget Committee Meeting Summary of May 15, 2019	The Budget Committee Meeting Summary of May 15, 2019, was reviewed and approved.	Meeting Summary approved.
3. IEC Liaison update – Michelle Sampat	IEC is currently working on the Strategic Plan. IEC is happy to have Joan and Rosa attend their meetings, they bring great insight, valuable information.	
4. Review Tentative Budget.	<p>Rosa reviewed the Tentative Budget that is going to go to Board for approval on June 26, 2019.</p> <p>The following handouts were thoroughly reviewed:</p> <ul style="list-style-type: none"> • 2018-19 and 2019-20 SCFF Projections (June 1, 2019). • Mt. San Antonio College District 2019-20 Tentative Budget Unrestricted General Fund. • Mt. San Antonio College District 2019-20 Budget and Actuals Comparison History Unrestricted General Fund. • Unrestricted General Fund Changes to the Fund Balance Based on Estimated actuals Projected to June 30, 2019, From 2018-19 Adopted Budget to 2019-20 Tentative Budget (Prepared June 2, 2019). 	III.D.
5. Review Budget Committee Goals.		Tabled to next meeting, September 4, 2019

6. Review OPEB, STRS, PERS Trust Resolutions.		Tabled to next meeting, September 4, 2019
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Accreditation Standard - IIID. Financial Resources—Plans and manages financial affairs with integrity and in support of all institutional planning.

FUTURE AGENDA ITEMS

- **Budget Review and Development Guide – last updated September 2016.**

FUTURE MEETING DATES

- **September 4, 2019**
- **September 18, 2019**
- **October 2, 2019**

2018-19 and 2019-20 SCFF PROJECTIONS
(June 1, 2019)

	2018-19			2019-20	
	Adopted Budget	April 2019 P1	June 2019 Projected	Tentative Decr Transfer	Tentative Incl Transfer
Base Allocation	\$138,138,718	\$142,520,958 ⁽¹⁾	\$138,455,490 ⁽²⁾	\$143,742,575	\$143,742,575
Supplemental Allocation	34,974,383	35,202,295	35,202,295	36,351,445	36,351,445
Student Success Allocation	12,604,220	13,827,450	13,827,450	12,943,155 ⁽⁴⁾	14,279,574 ⁽⁵⁾
Total Funding per SCFF	\$185,717,321	\$191,550,703	\$187,485,235	\$193,037,175 ⁽³⁾	\$194,373,594 ⁽³⁾
Less: Growth 2018-19	\$759,266	\$5,147,484 ⁽¹⁾	C \$656,125 ⁽²⁾	\$656,125	\$656,125
Total SCFF before Budgeted Growth	\$184,958,055 A	\$186,403,219 B	\$186,829,110 D	\$192,381,050	\$193,717,469
May Revise - \$49 Million Shortfall			(\$1,293,937) E		
			\$186,191,298 C - E		
Hold Harmless	\$180,429,156	\$181,205,395	\$181,205,395	\$187,112,691	\$187,112,691
<hr/>					
Per April P1, 2018-19 will be Constrained:					
Hold Harmless (2017-18 TCR + COLA)		\$181,205,395			
Funding Above the 2017-18 TCR + COLA		\$1,850,192			
Adjusted 2018-19 Reflecting Available Revenues		\$183,055,587 F			
SHORTFALL		\$3,347,632 2% (B - F)			
Difference 2018-19 Adopted Budget & 2018-19 Available Revenues - BUDGETED SHORTFALL		(\$1,902,468) 1% (F - A)			

(1) Base Allocation was overstated in P1 as a result of including 1,294.39 FTEs submitted with the 320 P1. This will largely decrease with the P2 submission.

(2) Base Allocation projection includes FTES from the 320 P2 submission and 124 Growth FTES. Growth Calculation is aligned to the Target Growth.

(3) 2019-20 SCFF Calculation includes Factored Rates as per the 2019-20 May Revision and the 3.26% COLA.

(4) Includes decrease in transfer counts equivalent to the 2018-19 \$49Million Shortfall.

(5) No decrease in transfer counts equivalent to the 2018-19 \$49Million Shortfall.

**MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT
2019-20 TENTATIVE BUDGET
UNRESTRICTED GENERAL FUND**

UNRESTRICTED GENERAL FUND 11:

ONGOING REVENUE BUDGET ASSUMPTIONS

Ongoing Revenue Increases/(Decreases)		Fund 11	Fund 13	Total
Base Ongoing Revenue Budget	Balance as of the 2018-19 Adopted Budget	\$ 200,829,698	\$ -	\$ 200,829,698
2017-18 Base Apportionment Adjustment	Adjustment to 2017-18 Faculty Hiring per 2017-18 Apportionment Recalculation of March 2019	22,757	-	22,757
2018-19 COLA Adjustment	Adjustment to funded COLA at 2.71% per 2017-18 Apportionment Recalculation of March 2019	20,481	-	20,481
2017-18 Additional Growth Beyond 1% Target	Per 2017-18 Apportionment Recalculation of March 2019	733,001	-	733,001
2019-20 COLA	Per May Revise funded COLA at 3.26% - Part of the SCFF 2018-19 rates for the Supplemental and Success components that have increased by 3.26%	5,907,296	-	5,907,296
2019-20 New Student Centered Funding Formula (SCFF)	Increase as a result of including 2017-18 final counts. Also includes Base, Supplemental, and Success rates increased by 3.26% as per the 2019-20 May Revision, and decrease in transfer counts equivalent to the 2018-19 \$49Million Shortfall.	739,460	-	739,460
2018-19 Faculty Hiring	\$50 Million Statewide - Adjustment	205,415		205,415
2019-20 Lottery	Estimated increase due to increase in FTES from 33,423 to 33,693	40,770	-	40,770
Interest	Increase due to total elimination of the Apportionment deferrals and 2018-19 Actuals	500,000	-	500,000
Nonresident Tuition - International	International Students - Based on 2018-19 Estimated Actuals	150,000	-	150,000
Nonresident Tuition - Out-of-State	Out-of-State Students - Based on 2018-19 Estimated Actuals	50,000	-	50,000
Part-time Faculty Parity	Per 2018-19 First Principal Apportionment	(99,177)	-	(99,177)
Part-time Office Hours/Health Insurance	Per 2018-19 First Principal Apportionment	(242,992)		(242,992)
Other Miscellaneous Revenue	Mainly Mandated Cost Block Grant	133,641	-	133,641
Total Revenue Increases/(Decreases)		\$ 8,160,652	\$ -	\$ 8,160,652
Total Ongoing Revenue Budget		\$ 208,990,350	\$ -	\$ 208,990,350

**MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT
2019-20 TENTATIVE BUDGET
UNRESTRICTED GENERAL FUND**

ONGOING EXPENDITURE BUDGET ASSUMPTIONS

Ongoing Expenditure Increases/(Decreases)		Fund 11	Fund 13	Total
Base Ongoing Expenditure Budget	Balance as of the 2018-19 Adopted Budget	\$ 199,890,818	\$ -	\$ 199,890,818
2019-20 Salary Schedule Progression	Estimated step/column and longevity changes	1,457,371	-	1,457,371
2018-19 Credit/Noncredit Adjunct Step/Column	Estimated step/column increases	233,000	-	233,000
Misc. Personnel and Benefit Changes	Mainly changes in step and column due to filled vacancies and changes in employer contributions for hourly budgets	(1,276,228)	-	(1,276,228)
2018-19 Collective Bargaining Agreements	Additional 1.29% increase in salaries or benefits for all units	1,602,400	-	1,602,400
2019-20 Collective Bargaining Agreements - Placeholder	2019-20 COLA of 3.26% less 1.29% 2018-19 increase for all units salaries, pending settlements of Collective Bargaining Agreements	3,324,223	-	3,324,223
STRS Employer Rate Increase	Rate increase from 16.28% to 17.10%. Per the Senate Subcommittee.	690,011	-	690,011
PERS Employer Rate Increase	Rate increase from 18.062% to 18.93. Per Senate Subcommittee.	389,233	-	389,233
Reclassification of Personnel	Management and CSEA 262	19,781	-	19,781
New Positions	Mainly Management and Classified. Includes positions funded with the New Resources Allocation Phases 9 and 10	111,840	-	111,840
2018-19 New Faculty Positions	13 New faculty positions	1,625,115	-	1,625,115
2018-19 New Faculty Positions - FON	FON Obligation is to hire 18 New Faculty Positions @ full time cost of \$118,449	2,132,082	-	2,132,082
2018-19 Faculty Hiring	Reduce Hourly Faculty due to the Hiring 18 New Faculty positions to be in compliance with FON Obligation @ replacement cost of \$80,743	(1,453,372)	-	(1,453,372)
Immediate Needs Requests	As approved by President's Cabinet	64,800	-	64,800
2018-19 New Resources Allocation Phase 10 - Operating Expenses	As approved by President's Cabinet on August 28, October 17, and October 23, 2019	346,231	-	346,231
Early High School Program Credit	50% Cost of Principal and Administrative Assistance of Rio Verde Academy/West Covina Unified School District	120,351	-	120,351
2019-20 Rate Driven	For increases in maintenance agreements, institutional memberships, insurance, and utilities.	150,000	-	150,000
Total Net Increase to Ongoing Expenditure Budget		\$ 9,536,838	\$ -	\$ 9,536,838
Total Ongoing Expenditure Budget		\$ 209,427,656	\$ -	\$ 209,427,656
Total Ongoing Budget Surplus/(Deficit)		\$ (437,306)	\$ -	\$ (437,306)

**MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT
2019-20 TENTATIVE BUDGET
UNRESTRICTED GENERAL FUND**

ONE-TIME REVENUE AND EXPENDITURE BUDGET ASSUMPTIONS

Beginning Fund Balance and One-Time Revenue Budget Increases/(Decreases)		Fund 11	Fund 13	Total
Beginning Fund Balance	Carryover Projected Ending Fund Balance as of June 30, 2019	\$ 11,166,842	\$ -	\$ 11,166,842
2019-20 Growth	Per May Revise 0.55% Statewide. To be Determine. Mt. SAC does not budget Growth until earned.	-	-	-
Total Beginning Fund Balance and One-Time Revenue Budget		\$ 11,166,842	\$ -	\$ 11,166,842

One-Time Expenditure Budget Increases/(Decreases)		Fund 11	Fund 13	Total
Purchases In Progress	Estimated Carryover based on 2017-18	\$ 685,479	\$ -	\$ 685,479
Carryover Budgets	Estimated Carryover based on 2017-18	1,577,374	-	1,577,374
New Resources Allocation Phases 1 to 10	Estimated committed carryovers as approved by President Cabinet	2,247,659	-	2,247,659
NRA Phase 10 - Ongoing 3 Years - Operating	Shown as one-time because the 2018-19 STRS/PERS Contribution was used toward funding this item. Includes funding for second year: 2019-20, and third year: 2020-21	408,000	-	408,000
NRA Phase 10 - Ongoing 3 Years - Positions	Shown as one-time because the 2018-19 STRS/PERS Contribution was used toward funding this item. Includes funding for second year: 2019-20	478,066	-	478,066
NRA Phase 10 - Ongoing 3 Years - Positions	Shown as one-time because the 2018-19 STRS/PERS Contribution was used toward funding this item. Includes funding for third year: 2020-21	501,969	-	501,969
One-Time Health and Welfare CSEA 262	1.29% increase used to fund two-party and family from July 1, 2019 to December 31, 2019	109,390	-	109,390
STRS and PERS Trust	Set aside budget for the 2019-20 Contribution (pending Board of Trustees Approval)	4,000,000	-	4,000,000
Positions Funded with One-Time Funds	Management and classified (funded one-time or on paid leave-of-absence)	233,562	-	233,562
Faculty Position Funded with One-Time Funds	Librarian	143,030	-	143,030
Auxiliary Unfunded PERS Liability	Set aside budget for the 2019-20 Contribution (pending Board of Trustees Approval)	202,544	-	202,544
Computer Replacement Program	For faculty and staff	250,000	-	250,000
Election Cost	No election for Boards Members until the fiscal year 2020-21	-	-	-
Hourly Faculty Budget	Estimated increase from Summer 2018 to Spring 2019 to earn the 2018-19 Growth - TBD	405,948	-	405,948
Hourly Faculty Budget	Estimated increase to earn the 2019-20 Growth - TBD	405,948	-	405,948
2019-20 One-Time Savings from Vacant Positions	Based on savings of 2018-19 fiscal year	(482,127)	-	(482,127)
Total One-Time Expenditure Budget Increases/(Decreases)		\$ 11,166,842	\$ -	\$ 11,166,842

**MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT
2019-20 TENTATIVE BUDGET
UNRESTRICTED GENERAL FUND**

UNRESTRICTED GENERAL FUND 13 - REVENUE-GENERATED ACCOUNTS:

REVENUE AND EXPENDITURE ASSUMPTIONS

Beginning Fund Balance and One-Time Revenue Budget Increases/(Decreases)		Fund 11	Fund 13	Total
Beginning Balance	Estimated Fund Balance as of June 30, 2019	\$ -	\$ 9,356,800	\$ 9,356,800
2019-20 Revenue Budgets	Matching Revenue and Expenditure Accounts	-	2,399,368	2,399,368
Total Revenue Budget		\$ -	\$ 11,756,168	\$ 11,756,168

One-Time Expenditure Budget Increases/(Decreases) - Funded from the Unassigned Fund Balance		Fund 11	Fund 13	Total
2018-19 Estimated Carryover	Revenue-Generated Accounts - Est. Carryover Balances as of June 30, 2019	\$ -	\$ 9,356,800	\$ 9,356,800
2019-20 Expenditure Budgets	Matching Revenue and Expenditure Accounts	-	2,399,368	2,399,368
Total Expenditure Budget - Funded from the Assigned Fund Balance		\$ -	\$ 11,756,168	\$ 11,756,168

Beginning Fund Balances - Revenue Generated Accounts	\$ 11,166,842	\$ 9,356,800	\$ 20,523,642
Total Unrestricted General Fund Revenue Budget - Ongoing, One-Time, and Revenue Gen. Accounts	\$ 208,990,350	\$ 2,399,368	\$ 211,389,718
Total Unrestricted General Fund Expenditure Budget - Ongoing, One-Time, and Revenue Gen. Accounts	\$ 220,594,498	\$ 11,756,168	\$ 232,350,666

**MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT
BUDGET AND ACTUALS COMPARISON HISTORY
Unrestricted General Fund**

	2017-18 Actuals	2018-19 Adopted Budget	Scenario A: Conservative		Scenario B: Likely		Scenario C: Optimistic	
			Hold Harmless 2018-19 Estimated Actuals	Hold Harmless 2019-20 Tentative Budget	With \$49M Shortfall 2018-19 Estimated Actuals	With Decrease Transfer Counts 2019-20 Tentative Budget	Without \$49M Shortfall 2018-19 Estimated Actuals	Without Decrease Transfer Counts 2019-20 Tentative Budget
UNRESTRICTED GENERAL								
Base Apportionment/Hold Harmless	\$ -	\$ -	\$ 181,205,395	\$ 181,205,395	\$ -	\$ -	\$ -	\$ -
Base Allocation	-	138,138,718	-	-	138,455,490	143,742,575	138,455,490	143,742,575
Supplemental Allocation	-	34,974,383	-	-	35,202,295	36,351,445	35,202,295	36,351,445
Student Success Allocation	-	12,604,220	-	-	13,827,450	12,943,155	13,827,450	14,279,574
Student Centered Funding Formula (SCFF)	\$ 169,425,102	\$ 185,717,321	\$ 181,205,395	\$ 181,205,395	\$ 187,485,235	\$ 193,037,175	\$ 187,485,235	\$ 194,373,594
Less: Growth	-	(759,266)	-	-	(656,125)	(656,125)	(656,125)	(656,125)
Total Apportionment Revenues	\$ 169,425,102	\$ 184,958,055	\$ 181,205,395	\$ 181,205,395	\$ 186,829,110	\$ 192,381,050	\$ 186,829,110	\$ 193,717,469
\$49 Million Statewide Shortfall per May Revise	-	-	-	-	(1,293,937)	-	-	-
Total New Apportionment - SCFF that will be Collected	\$ 169,425,102	\$ 184,958,055	\$ 181,205,395	\$ 181,205,395	\$ 185,535,173	\$ 192,381,050	\$ 186,829,110	\$ 193,717,469
2018-19 Full-Time Faculty Hiring	-	1,247,957	1,453,372	1,453,372	1,453,372	1,453,372	1,453,372	1,453,372
Lottery - Current Year	4,889,454	5,046,873	5,046,873	5,087,643	5,046,873	5,087,643	5,046,873	5,087,643
Miscellaneous Revenues	10,126,778	9,576,813	10,235,174	10,068,285	10,235,174	10,068,285	10,235,174	10,068,285
TOTAL ONGOING REVENUES	\$ 184,441,334	\$ 200,829,698	\$ 197,940,814	\$ 197,814,695	\$ 202,270,592	\$ 208,990,350	\$ 203,564,529	\$ 210,326,769
Salaries, Benefits, and Operating Expenditures	\$ (175,935,179)	\$ (197,390,818)	\$ (189,730,716)	\$ (206,927,656)	\$ (189,730,716)	\$ (206,927,656)	\$ (189,730,716)	\$ (206,927,656)
OPEB - Contribution	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)
TOTAL ONGOING EXPENDITURES	\$ (178,435,179)	\$ (199,890,818)	\$ (192,230,716)	\$ (209,427,656)	\$ (192,230,716)	\$ (209,427,656)	\$ (192,230,716)	\$ (209,427,656)
ONGOING/SURPLUS (DEFICIT)	\$ 6,006,155	\$ 938,880	\$ 5,710,098	\$ (11,612,961)	\$ 10,039,876	\$ (437,306)	\$ 11,333,813	\$ 899,113

**MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT
BUDGET AND ACTUALS COMPARISON HISTORY
Unrestricted General Fund**

	2017-18 Actuals	2018-19 Adopted Budget	Scenario A: Conservative		Scenario B: Likely		Scenario C: Optimistic	
			Hold Harmless 2018-19 Estimated Actuals	Hold Harmless 2019-20 Tentative Budget	With \$49M Shortfall 2018-19 Estimated Actuals	With Decrease Transfer Counts 2019-20 Tentative Budget	Without \$49M Shortfall 2018-19 Estimated Actuals	Without Decrease Transfer Counts 2019-20 Tentative Budget
ONE-TIME REVENUE - INCREASES/(DECREASES):								
2017-18 Growth (1%)	\$ 6,243,437	\$ -	\$ 733,001	\$ -	\$ 733,001	\$ -	\$ 733,001	\$ -
2018-19 Growth (1%)	-	-	-	-	656,125	-	656,125	-
2019-20 Growth (0.55%)	-	-	-	-	-	-	-	-
One-Time Apportionment/Prior Year Apportionment Adjustment*	1,222,936	-	22,757	-	22,757	-	22,757	-
CalSTRS On-Behalf Payments	6,011,425	-	-	-	-	-	-	-
TOTAL ONE-TIME REVENUE	\$ 13,477,798	\$ -	\$ 755,758	\$ -	\$ 1,411,883	\$ -	\$ 1,411,883	\$ -
ONE-TIME EXPENDITURES - INCREASES/(DECREASES):								
One-Time Expenditures	\$ (5,514,824)	\$ (5,629,570)	\$ (4,296,639)	\$ (3,201,379)	\$ (4,296,639)	\$ (3,201,379)	\$ (4,296,639)	\$ (3,201,379)
New Resources Allocations Phases 1 to 10	(2,511,039)	(3,650,937)	(2,453,841)	(3,635,694)	(2,453,841)	(3,635,694)	(2,453,841)	(3,635,694)
CalSTRS On-Behalf Payments	(6,011,425)	-	-	-	-	-	-	-
Section 115 Mt. San Antonio College STRS/PERS Trust	(2,000,000)	(4,000,000)	-	(4,000,000)	-	(4,000,000)	-	(4,000,000)
Hourly Faculty Expenditures (Course Offerings)	(1,180,134)	(405,948)	(405,948)	(811,896)	(405,948)	(811,896)	(405,948)	(811,896)
Savings from Vacant Positions	391,548	482,127	482,127	482,127	482,127	482,127	482,127	482,127
TOTAL ONE-TIME EXPENDITURES	\$ (16,825,874)	\$ (13,204,328)	\$ (6,674,301)	\$ (11,166,842)	\$ (6,674,301)	\$ (11,166,842)	\$ (6,674,301)	\$ (11,166,842)
TOTAL ONE-TIME REVENUES NET OF EXPENDITURES	\$ (3,348,076)	\$ (13,204,328)	\$ (5,918,543)	\$ (11,166,842)	\$ (5,262,418)	\$ (11,166,842)	\$ (5,262,418)	\$ (11,166,842)
UNRESTR. GENERAL FUND - REV. GENERATED ACCOUNTS								
TOTAL REVENUES	\$ 5,566,845	\$ 3,927,075	\$ 4,498,032	\$ 2,399,368	\$ 4,498,032	\$ 2,399,368	\$ 4,498,032	\$ 2,399,368
TOTAL EXPENDITURES	(4,463,618)	(12,875,932)	(4,090,089)	(11,756,168)	(4,090,089)	(11,756,168)	(4,090,089)	(11,756,168)
TOTAL REVENUE GENERATED INCREASES/DECREASES	\$ 1,103,227	\$ (8,948,857)	\$ 407,943	\$ (9,356,800)	\$ 407,943	\$ (9,356,800)	\$ 407,943	\$ (9,356,800)
SUMMARY OF FUND BALANCE:								
Assigned Fund Balance - New Resources Allocation Requests	\$ 3,650,937	\$ -	\$ 3,635,694	\$ -	\$ 3,635,694	\$ -	\$ 3,635,694	\$ -
Assigned Fund Balance - Carryovers/Purchases in Progress	3,721,106	-	2,262,853	-	2,262,853	-	2,262,853	-
Assigned Fund Balance - 2019-20 One-Time Expenditures	5,832,285	-	5,268,295	-	5,268,295	-	5,268,295	-
Assigned Fund Balance	\$ 13,204,328	\$ -	\$ 11,166,842	\$ -	\$ 11,166,842	\$ -	\$ 11,166,842	\$ -
10% - Board Policy	19,972,467	22,597,108	20,299,511	15,681,512	20,299,511	23,235,067	20,299,511	23,235,067
Unassigned Fund Balance	5,492,965	3,807,204	6,994,962	-	11,980,865	8,608,003	13,274,802	11,238,359
Unassigned Fund Balance	\$ 25,465,432	\$ 26,404,312	\$ 27,294,473	\$ 15,681,512	\$ 32,280,376	\$ 31,843,070	\$ 33,574,313	\$ 34,473,426
Fund Balance - Unrestricted General Fund	\$ 38,669,760	\$ 26,404,312	\$ 27,294,473	\$ 15,681,512	\$ 32,280,376	\$ 31,843,070	\$ 33,574,313	\$ 34,473,426
Assigned Fund Balance - Revenue-Generated Accounts	\$ 8,948,857	\$ -	\$ 9,356,800	\$ -	\$ 9,356,800	\$ -	\$ 9,356,800	\$ -
Fund Bal. Unrestr. General Fund Plus Fund Bal. Rev. Generated Accounts	\$ 47,618,617	\$ 26,404,312	\$ 47,818,115	\$ 15,681,512	\$ 52,804,018	\$ 31,843,070	\$ 54,097,955	\$ 34,473,426
Total Fund Balance Percentage Unrestricted General Fund	23.84%	11.68%	23.56%	6.75%	26.01%	13.70%	26.65%	14.84%

**UNRESTRICTED GENERAL FUND
CHANGES TO THE FUND BALANCE
BASED ON ESTIMATED ACTUALS PROJECTED TO JUNE 30, 2019
FROM 2018-19 ADOPTED BUDGET TO 2019-20 TENTATIVE BUDGET
(Prepared June 2, 2019)**

	Changes to the Fund Balance
2018-19 ADOPTED BUDGET - FUND BALANCE - AT 11.68%	\$ 26,404,312
Plus: 2018-19 Unbudgeted Revenues	
2017-18 Base Apportionment (Due to 2017-18 Additional Growth) - Ongoing	755,758
2018-19 COLA (2.71%) Adjustment - Ongoing	20,481
2018-19 SCFF - (Inclusion of 2017-18 Recalc and final performance metrics) - Ongoing	1,094,816
2018-19 SCFF - (\$49 Million Statewide Shortfall (Decrease in Transfer Counts) - Ongoing	(1,293,937)
2018-19 Additional Faculty Hiring - Ongoing	205,415
Apport. Prior Year Adjustments (Base/Faculty Hiring/Stability) - Ongoing	22,757
2017-18 Additional Growth Beyond Target Growth - One-Time	733,001
2018-19 Growth at Target - One-Time	656,125
Nonresident Tuition International	217,582
Miscellaneous Revenue	440,779
Changes in 2017-18 Revenues	2,852,777
Plus: 2018-19 Unexpended Expenditure Budgets	
Permanent Faculty and Hourly Faculty	974,862
2018-19 Faculty Hiring	1,247,957
Unexpended Budget for Positions and Benefits (Faculty, Classified Managers, and Staff) ⁽¹⁾	6,713,712
Unexpended Departmental and Institutional Budgets	1,617,904
Unexpended New Resources Allocation Budgets - One-Time	3,635,694
Changes in 2018-19 Expenditures	14,190,129
Net Changes in Revenues & Expenditures	17,042,906
2018-19 Ending Fund Balance - Unrestricted General Fund	43,447,218
Less: Commitments Carryforward to 2019-20 and fund One-Time Expenditures for 2019-20	
Purchases in Progress and Carryovers	(2,262,853)
New Resources Allocation Phases 1 to 10	(3,635,694)
Assigned to fund 2019-20 One-Time Expenditures	(5,268,295)
Total Commitments and One-time Expenditures	(11,166,842)
Unrestricted General Fund - Positive Variance	5,876,064
Ending Fund Bal. Unrestr. General Fund After Commitments & One-Time Expend.	32,280,376
2019-20 TENTATIVE BUDGET	
Plus: 2019-20 Ongoing Revenues (Includes Student Centered Funding Formula)	208,990,350
Less: 2019-20 Ongoing Expenditures	(209,427,656)
Ongoing Budget Surplus	(437,306)
ONE-TIME FUNDS	
Plus: 2019-20 One-Time Revenues	11,166,842
Less: 2019-20 One-Time Expenditures	(11,166,842)
One-Time Revenues net of One-Time Expenditures	-
REVENUE GENERATED ACCOUNTS	
Beginning Estimated Balance as of July 1, 2019	9,356,800
Plus: 2019-20 Revenue Generated Accounts Increases	2,399,368
Less: 2019-20 Revenue Generated Accounts Decreases	(11,756,168)
Ending Fund Balance Revenue Generated Accounts	-
PROJECTED ENDING FUND BALANCE - AT 13.70%	\$ 31,843,070

(1) Positions currently in progress of being filled.



MT. SAN ANTONIO COLLEGE

DATE: June 1, 2017
TO: College Committees and Selected College Programs
FROM: Bill Scroggins, Ph.D., President/CEO
SUBJECT: **PLANNING FOR 2017-18 (NEW PROCEDURES)**

The President's Advisory Council (PAC) seeks to maintain a systematic mechanism for documenting and reviewing the important work taking place at committee and program levels. We want to reflect this work in our reporting of institutional effectiveness. As a result, we are asking that each committee use the college-wide goals and complete the following:

- Purpose and Function Statement and Committee Goals. Your committee's 2016-17 PAC-approved Purpose and Function Statement is attached to this email. Please make changes directly to this file using strikethrough for deletions and bold and underlined for additions. The purpose, function, and membership of a council/committee cannot be changed without approval by the President's Advisory Council. If your council/committee believes that changes are warranted, they need to be recommended during this annual review process. As a reminder, if you need to change your purpose and function statements, or add/delete members to your committee, Senate committees must have Senate approval before the request is made through the President's Advisory Council.

New to the Purpose and Function Statement this cycle is an area to set your committee goals for the year. We are encouraging your group to be thoughtful with its goals. You will note the first goal has been completed for you. To comply with Accreditation Standards, your College committee website needs to be maintained and kept up-to-date. The College continues to use its goals and College mission to drive its planning. The attached goals have been reviewed and approved by the Institutional Effectiveness Committee (IEC), PAC, and the College President.

- Committee Goals and Progress Report. Use the attached template to *document your committee's accomplishments* of the goals that were set above.

Once you have completed these tasks, please communicate them electronically to PAC [send to Brigitte Hebert (bhebert3@mtsac.edu) and the manager responsible for the program or respective council] using the attached templates. Please see the due dates below.

Form	Due Date
Purpose and Function Statement Review and Committee Goals	October 1
Committee Goals and Progress Report – Columns 1, 2, and 3 (report on Goals listed on your Purpose and Function Statement)	June 1

Strategic Plan Goals

1. The College will prepare students for success through the development and support of exemplary programs and services.
2. The College will improve career/vocational training opportunities to help students maintain professional currency and achieve individual goals.
3. The College will utilize student learning outcome and placement assessment data to guide planning, curriculum design, pedagogy, and/or decision-making at the department/unit and institutional levels.
4. The College will increase access for students by strengthening recruitment opportunities for full participation in college programs and services.
5. Student entering credit programs of study will be ready for college level academic achievement.
6. The College will ensure that curricular, articulation, and counseling efforts are aligned to maximize students' successful university transfer.
7. The College will secure funding that supports exemplary programs and services.
8. The College will utilize technology to improve operational efficiency and effectiveness and maintain state-of-the-art technology in instructional and support program.
9. The College will provide opportunities for increased diversity and equity for all across campus.
10. The College will encourage and support participation in professional development to strengthen programs and services.
11. The College will provide facilities and infrastructure that support exemplary programs and the health and safety of the campus community.
12. The College will utilize existing resources and improve operational processes to maximize efficiency of existing resources and to maintain necessary services and programs.
13. The College will improve the quality of its partnerships with business and industry, the community, and other educational institutions.
14. The College will improve the effectiveness and consistency of dialogue between and among departments, committees, teams, and employee groups across the campus.

Committee Goals and Progress Report 2017-18

Committee name: Budget Committee

Name of person completing the report: Yadira Santiago

Instructions: By June 1, 2018: Columns 1 and 2 can be transferred from the Goals submitted on your committee's purpose and function statement. Please enter your committee's outcomes and accomplishments in column 3 and submit electronically to bhebert3@mtsac.edu (on behalf of the President's Advisory Council).

(EXPAND AS NECESSARY)

Committee Goal	Link to College Goal #	Completed Outcomes/Accomplishments (descriptive bullet list)
GOAL # 1: Committee website up-to-date	8, 12, 14	The Budget Committee website is kept accurate, complete, and current. The Budget Committee meeting summaries are posted on the website in a timely manner.
GOAL #2: Review, evaluate, and make recommendations for the OPEB Trust (Retirees Health Benefits) so the Trust will continue to meet its funding goals.	7	The Budget Committee does not have any completed outcomes/accomplishments to report. This goal will be carried over to the 2018-2019 year.
GOAL #3: Review, evaluate, and make recommendations for a PERS/STRS Trust to meet its funding goals.	7	The Budget Committee does not have any completed outcomes/accomplishments to report. This goal will be carried over to the 2018-2019 year.
GOAL #4: Improve communication about budget issues to the campus and community.	8, 9, 13, 14	The Budget Committee does not have any completed outcomes/accomplishments to report. This goal will be carried over to the 2018-2019 year.

RESOLUTION NO. 07-07
MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT
REGARDING ESTABLISHMENT OF AN OPEB TRUST

WHEREAS, Mt. San Antonio College has made conditional promises to certain of its employees and former employees to provide certain post-employment benefits other than pensions, commonly referred to as "OPEB benefits";

WHEREAS, the Government Accounting Standards Board ("GASB") has issued new accounting standards regarding the accounting of such OPEB benefits;

WHEREAS, Mt. San Antonio College desires to establish an irrevocable governmental trust pursuant to section 115 of the Internal Revenue Code of 1986, as amended, in which funds will be deposited to fund such promised OPEB benefits;

NOW, THEREFORE BE IT RESOLVED THAT, Mt. San Antonio College establish an irrevocable governmental trust or trusts pursuant to section 115 of the Internal Revenue Code of 1986, as amended, in which funds will be deposited to fund OPEB benefits which have been conditionally promised to certain of its employees and former employees;

THEREFORE BE IT FURTHER RESOLVED THAT, an Administrative Committee composed of the Vice President, Administrative Services, and a representative from the Faculty Association, CSEA 262 and CSEA 651 be established to oversee the administration of the trust or trusts established pursuant to this Resolution;

THEREFORE BE IT FURTHER RESOLVED THAT, an Investment Committee composed of the Vice President, Administrative Services; Director, Fiscal Services; and a Manager appointed by the President/CEO be established to direct the trustee or trustees with respect to the investments of the trust or trusts established pursuant to this Resolution;

THEREFORE BE IT FURTHER RESOLVED THAT, the Vice President, Administrative Services be, and hereby is, authorized to determine the number of trusts to be established hereunder and to execute any and all such documents necessary in order to effectuate the establishment of the trust or trusts;

THEREFORE BE IT FURTHER RESOLVED THAT, the Vice President, Administrative Services be, and hereby is, authorized to seek a Private Letter Ruling from the federal Internal Revenue Service with respect to whether such trust(s) meet the criteria necessary for the trust(s) to be considered established pursuant to section 115 of the Internal Revenue Code of 1986, as amended.

I HEREBY CERTIFY THAT the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board of the Mt. San Antonio Community College District of Los Angeles County, California, at its regular meeting on February 27, 2008.

AYES, and in favor of, Board Members: Baca, Bader, Chen Haggerty, Chyr, Hall

NOES, Board Members:

ABSENT, Board Members:



John S. Nixon
Interim President/CEO and
Secretary, Governing Board
Mt. San Antonio Community College District

**RESOLUTION NO. 15-11
MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT
REGARDING ESTABLISHMENT OF A SECTION 115 MT. SAN ANTONIO COLLEGE
STRS/PERS PENSION TRUST**

WHEREAS, Mt. San Antonio College needs to have a plan to meet its employer pension obligation with CalSTRS and CalPERS as a result of rate increases in the coming years;

WHEREAS, Mt. San Antonio College desires to establish an irrevocable governmental trust pursuant to Section 115 of the Internal Revenue Code of 1986, as amended, in which funds will be deposited to fund employer's pension obligations and reasonable administrative fees and expenses of the trust;

WHEREAS, Mt. San Antonio College (The College) intends that the Trust hereby established shall be a governmental trust created under the law of the State of California and that all Trust income shall be excluded from the College's gross income and shall not be subject to federal income tax under Section 115 of the Internal Revenue Code of 1986, as amended; and

NOW, THEREFORE, BE IT RESOLVED THAT, Mt. San Antonio College establish an irrevocable governmental trust pursuant to Section 115 of the Internal Revenue Code of 1986, as amended, in which funds will be deposited to fund employer's pension obligations and reasonable administrative fees and expenses of the trust;

THEREFORE, BE IT FURTHER RESOLVED THAT, the Vice President, Administrative Services be, and hereby is, authorized to be the "Administrator" and to execute any and all such documents necessary in order to effectuate the establishment of the trust;

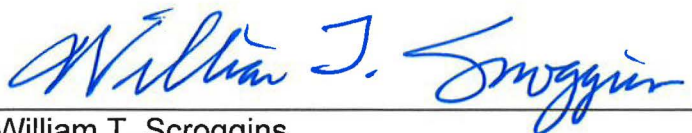
I HEREBY CERTIFY THAT the foregoing is a full, true, and correct copy of a Resolution adopted by the Governing Board of the Mt. San Antonio Community College District of Los Angeles County, California, at its regular meeting on June 22, 2016.

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

NOES: None

ABSENT: None

ABSTAINED: None



William T. Scroggins
President & CEO and
Secretary, Governing Board
Mt. San Antonio Community College District

MT. SAN ANTONIO COLLEGE
SECTION 115 TRUST AGREEMENT

This Section 115 Trust Agreement ("Trust Agreement") is made this 23rd day of June, 2016, by and between Mt. San Antonio College ("Employer") and Citizens Business Bank ("Trustee").

PREAMBLE

WHEREAS, the funds which will be contributed to the Trust, as and when received by the Trustee, will constitute the trust fund (the "Trust Fund") to be used solely to fund the Employer's Pension Obligations and for the payment of reasonable administrative fees and expenses of the Trust; and

WHEREAS, the Employer intends that the Trust hereby established shall be a governmental trust created under the law of the state of California and that all Trust income shall be excluded from the Employer's gross income and shall not be subject to federal income tax under Section 115 of the Internal Revenue Code of 1986 (the "Code"), as amended; and

WHEREAS, the Employer desires the Trustee to hold and administer the Trust, and the Trustee is willing to hold and administer such Trust, pursuant to the terms of this Trust Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the Employer and the Trustee do hereby agree as follows:

ARTICLE 1
DEFINITIONS

For the purposes of this Trust Agreement, the following words shall have the meanings respectively ascribed to them by this Article:

- 1.1 Administrator. "Administrator" shall mean the individual designated by position of employment at the Employer to act on its behalf in all matters relating to the Trust.
- 1.2 Board. "Board" shall mean the Board of Trustees of the Employer.
- 1.3 CalPERS. "CalPERS" shall mean the California Public Employees' Retirement System.
- 1.4 CalSTRS. "CalSTRS" shall mean the California State Teachers' Retirement System.
- 1.5 Code. "Code" shall mean the Internal Revenue Code of 1986, as may be amended from time to time.
- 1.6 Effective Date. "Effective Date" shall mean June 23, 2016.

- 1.7 Eligible Beneficiary. "Eligible Beneficiary" shall mean any person, who due to his or her relationship to an Eligible Employee, is entitled to post-employment benefits pursuant to the Pension Plan, including but not limited to the Eligible Employee's current or former spouse or domestic partner, child or dependent.
- 1.8 Eligible Employee. "Eligible Employee" shall mean any employee of the Employer as defined in Section 1.9 of this article, who is entitled to benefits from an employer defined benefit pension plan pursuant to the definition of Pension Plan in Section 1.12 of this article. Unless the context otherwise requires, the term "Eligible Employee" as used herein shall include any Eligible Beneficiaries.
- 1.9 Employer. "Employer" shall mean Mt. San Antonio College, or any affiliate or successor thereof that subsequently adopts this Trust Agreement.
- 1.10 Investment Manager. "Investment Manager" shall mean the person or persons, other than the Trustee, appointed pursuant to Section 5.4 hereof to manage all or a portion of the assets in the Trust Fund.
- 1.11 Pension Obligations. "Pension Obligations" shall mean an Employer's obligation to contribute to a Pension Plan's Qualified Trust and shall not, for example, mean an Employer's obligation to provide retirement benefits under a Pension Plan to the Employer's Eligible Employees.
- 1.12 Pension Plan. "Pension Plan" shall mean the Employer's defined benefit pension plan or plans, each of which is (i) qualified under Section 401(a) of the Code, (ii) sponsored by the Employer in order to provide retirement benefits of its Eligible Employees, and (iii) partly or wholly funded by the Employer's contributions to a Qualified Trust. The term "Pension Plan" shall include the defined benefit plans maintained by CalPERS and CalSTRS, respectively.
- 1.13 Qualified Trust. "Qualified Trust" shall mean a trust which (1) is separate and apart from the Trust; (ii) constitutes a qualified trust under Code Section 401(a), and (iii) funds retirement benefits provided under a Pension Plan to Eligible Employees.
- 1.14 Trust. "Trust" shall mean the trust known as the Mt. San College STRS/PERS Pension Section 115 Trust established hereunder to which contributions will be made to fund Pension Obligations.
- 1.15 Trustee. "Trustee" shall mean Citizens Business Bank, or any successor trustee appointed by the Employer as provided herein. The Trustee shall serve as trustee of the Trust established pursuant to the provisions of this Trust Agreement until such Trustee resigns or is removed as provided in Article 3.

ARTICLE 2 TRUST

- 2.1 Purpose. The Trust is established with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder and as a tax-exempt trust under California law. This Trust Agreement shall be construed and the Trust shall be administered in a manner consistent with such intention. The fundamental purpose of the Trust is to fund the Pension Obligations.

The Employer hereby represents and warrants that the assets held hereunder are not assets of any qualified plan under Code Section 401(a), regardless of the character of such assets once distributed. The Employer hereby acknowledges that the Trust does not constitute a qualified trust under Code Section 401(a) but, rather, is a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder.

- 2.2 No Diversion of Assets. The Trust assets shall be held in trust for the exclusive purpose of funding the Pension Obligations and defraying the reasonable expenses associated with the same. The Trust assets shall not be used for or diverted to any other purpose.

- 2.3 Type and Nature of Trust. Neither the full faith and credit nor the taxing power of the Employer is pledged to the distribution of amounts hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of assets for the purpose of paying Pension Obligations. Pension Obligations are neither general nor special obligations of the Employer, but are payable solely from the assets held in the Trust. No employee or beneficiary may compel the exercise of the taxing power by the Employer.

Distribution of assets from the Trust are not debts of the Employer within the meaning of any constitutional or statutory limitation or restriction. Such distributions are not legal or equitable pledges, charges, liens or encumbrances, upon any of the Employer's property, or upon any of its income, receipts or revenues, except amounts in the Trust which are set aside for distributions. Neither members of the Board nor its officers, employees, agents or volunteers are liable hereunder.

ARTICLE 3 ADMINISTRATIVE MATTERS

- 3.1 Appointment of Trustee. The Employer, through action of the Board, may act to appoint a bank, trust company, retirement board, insurer, committee or such other entity as permitted by law, to serve as trustee of this Trust. Such action must be in writing. Upon the written acceptance of such entity it shall become the Trustee of the Trust. If the Trustee is removed or resigns pursuant to Section 3.2, the Employer shall appoint a successor Trustee.

- 3.2 Resignation or Removal of Trustee. The Trustee may resign at any time by giving 30 days' notice in writing to the Employer. The Employer, by action of the Board, may also remove the Trustee at any time. Within 60 days after the resignation or removal of the Trustee, the Trustee shall furnish to the Board a written statement of account with respect to the portion of the year for which the Trustee served.
- 3.3 Successor Trustee. Upon the resignation or removal of the Trustee, the Employer shall appoint a successor trustee who shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon acceptance of such appointment by the successor trustee, the Trustee shall assign, transfer, and pay over to such successor trustee the funds and properties then constituting the Trust Fund. The Trustee is authorized, however, to reserve such reasonable sum of money, as it may deem advisable, for payment of its fees and expenses in connection with the settlement of its account or otherwise, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid over to the successor trustee.
- 3.4 Waiver of Notice. In the event of any resignation or removal of the Trustee, the Trustee and the Employer may in writing waive any notice of resignation or removal as may be provided hereunder.
- 3.5 Administrator. The Employer shall have the plenary authority for the administration and investment of the Trust Fund pursuant to any applicable federal, state or local laws and regulations, including, but not limited, to the designation of an employee to act on its behalf as the Administrator. Unless otherwise specified in the appointment instrument, the Administrator shall be deemed to have authority to act on behalf of the Employer in all matters pertaining to the Trust. Such appointment of an Administrator shall be effective upon receipt and acknowledgment by the Trustee and shall be effective until the Trustee is furnished with a resolution that the appointment has been modified or terminated.
- 3.6 Certification to Trustee. The Board, or other duly authorized official, shall certify in writing to the Trustee the names and specimen signatures of the Administrator and all others authorized to act on behalf of the Employer whose names and specimen signatures shall be kept accurate by the Employer acting through a duly authorized officer or the Board. The Trustee shall have no liability if it acts upon the direction of an Administrator or other official that has been duly authorized to act, unless the Employer has informed the Trustee of a change.
- 3.7 Directions to Trustee. All directions to the Trustee from the Employer or Administrator must be in writing and must be signed by an authorized official. For all purposes of this Trust Agreement, direction shall include any certification, notice, authorization, application or instruction of the Employer or Administrator appropriately communicated. The Trustee may not act without express written direction from the Employer or Administrator.

The Trustee shall have the power and duty to comply promptly with all proper direction of the Board or Administrator. In the case of any direction deemed by the Trustee to be unclear or ambiguous, the Trustee may seek written instructions from the Employer or Administrator on such matter and await their written instructions without incurring any liability. If at any time the Employer or Administrator should fail to give direction to

the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust which may include not taking any action. The Trustee may request directions or clarification of directions received and may delay acting until clarification is received. In the absence of timely direction or clarification, or if the Trustee reasonably considers any direction to be a violation of the Trust Agreement or any applicable law, the Trustee shall in its sole discretion take appropriate action, or refuse to act upon a direction.

ARTICLE 4 CONTRIBUTIONS AND DISTRIBUTIONS

Contributions. Contributions to the Trust shall be made solely by the Employer and shall be irrevocable except as provided hereunder. The Trustee shall receive any contributions paid to it in cash or in the form of such other property as it may from time to time deem acceptable and which shall have been delivered to it. All contributions so received, together with the income therefrom and any other increment thereon shall be held, invested, reinvested and administered by the Trustee pursuant to the terms of this Trust Agreement without distinction between principal and income. The Trustee shall not have any duty to determine or inquire whether any contributions to the Trust made to the Trustee are in compliance with a Pension Plan, nor shall the Trustee have any duty or authority to compute any amount to be paid to the Trustee by the Employer, nor shall the Trustee be responsible for the collection or adequacy of the contributions to meet the Employer's Pension Obligations. The Trustee shall be responsible only for cash or other property received by it pursuant to this Trust Agreement.

- 4.1 Tax Treatment. The Employer intends that contributions, and any income and earnings therefrom, to the Trust shall not be included in the taxable income of Eligible Employees as the Trust consists of funds set aside to prefund the Employer's Pension Obligations and Eligible Employees have no legal interest in specific Trust assets or contributions.
- 4.2 Distributions. The Trustee, shall from time to time, upon the written direction of the Employer or Administrator, make distributions from the Trust directly to (i) the Qualified Trust as employer contributions; (ii) any insurers, third party administrators, service providers or other entities providing services in connection with determining the Employer's Pension Obligations, or (iii) the Employer as reimbursement for the Employer's payment of amounts described in this Section 4.3. In no event shall the Trustee have any responsibility respecting the application of distributions from the Trust, or for determining or inquiring into whether such distributions are in accordance with any of the Employer's Pension Plans, policies or applicable collective bargaining agreements.

ARTICLE 5 INVESTMENTS

- 5.1 General. The Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Fund invested, without distinction between principal and income, in such securities or in such property, real or personal, tangible or intangible, as the Trustee shall deem advisable, and in compliance with any investment policy adopted by the Employer, and applicable law; provided, however, that investments shall be so diversified as to minimize the risk of large losses unless under the circumstances it is clearly prudent not to do so in the sole judgment of the Trustee provided such judgment is consistent with the investment policy. The Trustee shall discharge its duties hereunder with the care, skill, prudence and diligence under the circumstances that a prudent man acting in a like capacity and familiar with such matters would use in such circumstances. The duties and obligations of the Trustee shall be limited to those expressly imposed upon it by this Trust Agreement. The Trustee shall have no authority or duty to determine or enforce payment of any contribution to the Trust or to determine the existence, nature or extent of any individual's rights in the Trust or question any determination made by the Employer regarding the same.
- 5.2 Establishment of Funding and Investment Policies. The Employer shall establish funding and investment policies consistent with the purposes of this Trust and the requirements of applicable law, as may be appropriate from time to time. The Board shall provide the Trustee with information concerning projected future funding requirements so that the Trustee may invest the assets of the Trust in such a manner so as to provide sufficient cash assets in an amount determined by the Board to be necessary to meet the liquidity requirements for the funding of the Pension Obligations. All investments of Trust assets made by the Trustee shall be in accordance with such funding and investment policies and the terms of this Trust Agreement. The Trustee's discretion in investing and reinvesting the principal and income of the Trust Fund shall be subject to the funding and investment policies, and any changes thereof as the Board may adopt from time to time and communicate to the Trustee in writing.
- 5.3 Authorization to Participate in Pooled Investments. Notwithstanding any contrary provision in the Trust, the Trustee may, unless restricted in writing by the Board, transfer Trust assets to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under qualified plans deemed permissible pursuant to Revenue Ruling 81-100, as clarified and modified by Revenue Ruling 2004-67, and modified by Revenue Ruling 2011-1, and which has met the requirements of the foregoing rulings ("Investment Funds"). The assets of the Trust shall be invested in Investment Funds which are maintained by a bank or trust company supervised by a state or federal agency, notwithstanding that the bank or trust company is Citizens Business Bank, or is otherwise a party in interest of the Trust, including an affiliate of Citizens Business Bank. The assets invested in the Investment Funds shall be subject to all the provisions of the instruments establishing such funds as they may be amended from time to time.

5.4 Investment Manager.

- (a) Appointment and Qualifications. The Board shall have the power to appoint, and may from time to time appoint, one or more Investment Managers to direct the Trustee in the investment of, or to assume complete investment responsibility over, all or any portion of the Trust assets. An Investment Manager may be any person or firm (a) which is either (1) registered as an investment adviser under the Investment Advisers Act of 1940, (2) a bank, or (3) an insurance company which is qualified to perform the services of an Investment Manager under the laws of more than one state; and (b) which acknowledges in writing that it is a fiduciary with respect to the Trust. The conditions prescribed in the preceding sentence shall apply to the issuer of any group annuity contract hereunder only if, and to the extent that, such issuer would otherwise be considered a fiduciary with respect to the Trust, within the meaning of applicable law.
- (b) Investment Objective. The Board, with the advice of the Investment Manager(s), shall determine the general investment characteristics and objectives of the Trust. The Investment Manager or the Board, as the case may be, shall have complete investment discretion over all of the Trust assets or to the portion to which it has been assigned investment discretion, subject only to the general investment characteristics and objectives established for the Trust.
- (c) Removal, Resignation and Successor. The Board may remove any such Investment Manager and shall have the power to appoint a successor or successors from time to time in succession to any Investment Manager who shall be removed, resign or otherwise cease to serve hereunder.
- (d) Fees and Expenses. The fees and expenses of any Investment Manager as agreed upon from time to time between the Investment Manager and Board, shall be charged to and paid from the Trust as directed by the Board, except to the extent that the Employer, in its discretion, may pay such fees and expenses directly to the Investment Manager.

5.5 Employer Directed Investments. To the extent that the Employer, through the authority of the Board, is responsible for investing assets of the Trust, the Trustee shall be subject to the properly given directions of the Employer with respect to the management, control and investment of the Trust. The Trustee shall not make any investment or dispose of any investments in the Trust except upon written direction of the Employer. The Trustee shall be under no duty to question any investment direction of the Employer, to review or monitor any securities or property held in the Trust, or to give advice to the Employer with respect to the investment, retention or disposition of any assets in the Trust. The Trustee in acting pursuant to and in reliance on such directions shall be fully and completely indemnified and held harmless by the Employer from any liability, loss or expense (including, but not by way of limitation, legal or other professional fees) arising out of its actions so directed notwithstanding that such directions, and the Trustee's conduct pursuant thereto, may constitute a breach of fiduciary obligations.

ARTICLE 6
POWERS AND DUTIES OF TRUSTEE

- 6.1 Powers. The Trustee, in addition to all powers and authorities under common law, statutory authority, and other provisions of this Trust Agreement, shall have the following powers and authorities, to be exercised in the Trustee's sole discretion, or as directed by an Investment Manager:
- (a) invest and reinvest the Trust's assets in bonds, mortgages, debentures, preferred or common stock, mutual funds, a common trust fund maintained by a fiduciary which is a bank or an insurance company, or any other form of real or personal property having a ready market value, or deposit the assets in an interest bearing account in a banking or savings institution, including the Trustee's own banking department, if applicable;
 - (b) sell, exchange, convey, transfer or dispose of any property, real or personal, at any time held in the Trust;
 - (c) vote in person or by general or limited proxy with respect to any bonds, stocks or other securities held by the Trustee; exercise any options applicable to any bonds, stocks or other securities for the conversion thereof into other securities; exercise any rights to subscribe for additional bonds, stocks or other securities, and to make any and all necessary payments therefor; join in or dissent from or oppose the reorganization, recapitalization, consolidation, liquidation, sale or merger of corporations or properties in which the Trustee may be interested as Trustee, upon such terms and conditions as it may deem prudent;
 - (d) accept any securities or other property received by the Trustee under the provisions of this Trust Agreement;
 - (e) make, execute, acknowledge and deliver any and all appropriate deeds, leases, assignments and other instruments;
 - (f) cause any investments to be registered in or transferred into its name as Trustee, or the name of the Trustee's nominee or nominees, or retain the investment in unregistered form or in a form permitting transfer by delivery only; provided, however, the books and records of the Trustee shall at all times show that all investments are part of the Trust assets;
 - (g) require indemnity from the Employer to the Trustee's satisfaction before taking any action with respect to which the Trustee may have reasonable ground for requesting such indemnification;
 - (h) perform all acts, whether or not expressly described or referred to above, which the Trustee may deem necessary, proper and desirable for the protection or enhancement of the Trust assets, and to carry out the purposes of this Trust.

- 6.2 Fees and Expenses. The Trustee shall be paid a reasonable compensation for services under this Trust Agreement, as may be agreed upon from time to time by the Employer and the Trustee. In performing duties under this Trust Agreement, the Trustee may employ counsel, accountants, investment advisors, custodians, record keepers and other agents as the Trustee deems advisable. All compensation and expenses earned or incurred by the Trustee in the performance of duties under this Trust Agreement shall be charged against and paid out of the Trust assets, to the extent such expenses are not paid directly by the Employer, unless the payment would contravene applicable law.
- 6.3 Trustee's Duties in General. The Trustee shall discharge its duties under this Trust Agreement for the exclusive purpose of funding Pension Obligations and defraying reasonable expenses of administering the Trust, with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and by diversifying the investments of the Trust so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, all in accordance with the provisions of this Trust Agreement; but the duties and obligations of the Trustee as such shall be limited to those expressly imposed upon it by this Trust Agreement.
- 6.4 Consultation and Indemnification. The Trustee may consult with counsel and the Trustee shall not be deemed imprudent by reason of its taking or refraining from taking any action in accordance with the opinion of counsel. The Employer agrees, to the extent permitted by law, to indemnify and hold harmless the Trustee against any and all claims, losses, damages, expenses and liabilities the Trustee may incur in the exercise and performance of the Trustee's power and duties hereunder, unless the same are determined to be due to gross negligence or willful misconduct. The Trustee agrees, to the extent permitted by law, to indemnify and hold harmless the Employer and the members of the Board from and against liability that the Employer or members of the Board may incur, including without limitation attorneys' fees, as a result of the Trustee's recklessness, negligence or willful breach of the provisions of this Agreement.
- 6.5 Accounts and Records. The Trustee shall keep accurate and detailed accounts and records of all investments, receipts, disbursements and other transactions. For purposes of accounting and administration, the records of the Trust shall be maintained on a cash basis method. The Employer shall have the right to review and inspect all such accounts and other records relating thereto at all reasonable times. The Trustee shall furnish to the Employer a written statement of account within 60 days after the end of the Trust's year end setting forth all receipts and disbursements.
- 6.6 Statements. Periodically as specified, and within sixty (60) days after June 30, Trustee shall render to the Employer as directed, a written account showing in reasonable summary the investments, receipts, disbursements and other transactions engaged in by the Trustee during the preceding fiscal year with respect to the Trust. Such account shall set forth the assets and liabilities of the Trust valued as of the end of the accounting period. The Employer may approve such statements either by written notice or by failure to express objections to such statements by written notice delivered to the Trustee within ninety (90) days from the date the statement is delivered to Employer. Upon approval the Trustee shall be released and discharged

as to all matters and items set forth in such statement as if such account had been settled and allowed by a decree from a court of competent jurisdiction.

- 6.7 Limitation on Trustee's Liability. The Trustee shall not be responsible for the adequacy of contributions to the Trust Fund to meet or discharge any Pension Obligations of the Employer. The Trustee shall have no duty to withhold or report to the Internal Revenue Service on any payments made by the Trustee hereunder. To the extent that the Trust is required to file a federal income tax return, the Board shall prepare, or cause the preparation of, such return and provide it to the Trustee for its signature. The Trustee shall be entitled conclusively to rely upon any notice, instruction, direction or other communication of the Board.

ARTICLE 7

CORRECTION OF ERRORS

- 7.1 Mistake. Any mistake in any payment or in any direction, certificate, notice or other document furnished or issued by the Employer or by the Trustee in connection herewith may be corrected when the mistake becomes known, and the Employer may direct any adjustment or action which it deems practicable under the circumstances to remedy the mistake.
- 7.2 Refund of Contribution. No contribution made to the Trust may be refunded to the Employer unless a contribution was made because of a mistake of fact. Any refund must be made within one (1) year from the date the contribution was made.

ARTICLE 8

AMENDMENT AND TERMINATION OF AGREEMENT

- 8.1 Amendment. The Employer may amend any or all of the provisions of this Trust Agreement at any time and from time to time, in whole or in part, by an instrument in writing. No such amendment shall authorize or permit any part of the Trust Fund to revert to or be used by the Employer prior to the payment of all Pension Obligations, and no amendment which affects the rights or duties of the Trustee may be made without the Trustee's written consent.
- 8.2 Termination. The Employer may terminate this Agreement at any time and upon such termination, assets in the Trust Fund shall be used solely to fund the Employer's Pension Obligations, and to satisfy any other debts or liabilities of the Trust. Any assets remaining in the Trust Fund after meeting the obligations of the Plan and satisfying any other liabilities of the Trust shall revert solely to the Employer to the extent permitted by law and consistent with the requirements of Code Section 115.

ARTICLE 9
GENERAL

- 9.1 Fiscal Year. The fiscal year of the Trust shall be July 1st through June 30th.
- 9.2 Source of Funds. This Trust shall consist solely of funds contributed by the Employer.
- 9.3 Limited Effect of Plan and Trust. Neither the establishment of the Trust nor any modification thereof, nor the creation of any fund or account, nor the payment of any Pension Obligations, shall be construed as giving to any person any legal or equitable right against the Trustee, the Employer, or any officer or employee thereof, except as may otherwise be provided in the Trust. Under no circumstances shall the term of employment of any employee be modified or in any way affected by this Trust.
- 9.4 Construction of Trust. This Trust shall be construed and enforced according to the laws of the State of California. If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions of the Trust.
- 9.5 No Alienation or Anticipation of Trust Assets. Except as otherwise specifically permitted by law, no payment or reimbursement from the Trust shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, except as expressly required by applicable law. Any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, garnish, execute or levy shall be void.
- 9.6 Saving Clause. In the event any provision of this Trust Agreement, is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Trust Agreement, but this instrument shall be construed and enforced as if said provision had never been included.
- 9.7 No Right to Trust Assets. Nothing contained in the Trust shall constitute a guarantee that the liquid assets of the Trust will be sufficient to pay any benefit to any person or make any other payment. No employee, former employee, or retiree shall have any right to, or interest in, any Trust assets upon termination of employment or otherwise.
- 9.8 Gender and Number. Wherever any words are used herein in the masculine, feminine or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.
- 9.9 Headings. The headings and sub-headings of this Trust have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

9.10 Counterparts. This Trust Agreement may be executed in any number of counterparts, any of which may be executed and transmitted by facsimile or other electronic means mutually acceptable to the parties hereto, and each of which will be deemed to be an original of this Trust Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Employer and the Trustee have executed this document on the day and year first above written.

MT. SAN ANTONIO COLLEGE

By: _____
Michael D. Gregoryk
Vice President, Administrative Services

Date: _____

CITIZENS BUSINESS BANK

By: _____
Thomas L. Trine
Senior Vice President, Trust Services Manager

Date: _____