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Santa Ana College • Santiago Canyon College

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT FOUNDATION  
BOARD OF DIRECTORS MEETING**

**AGENDA**

Date/Time : **Tuesday, May 12, 2015--12:00 p.m.**

Location : **Executive Conference Room #114**  
Rancho Santiago Community College District  
2323 North Broadway, Santa Ana, California 92706

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In compliance with the Ralph M. Brown Act, this Agenda is being posted and sent to you in advance of a scheduled meeting of the Board. All discussion, deliberation as well as action on these items needs to occur at the meeting, and should not be subject of either serial email communications outside of the agendized meeting, phone conversations or direct communications between or among Board members for the purpose of discussing or deliberating on any items.

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**I. CALL TO ORDER**

**II. ROLL CALL**

**III. APPROVAL OF THE AGENDA**

**Action may be taken by the Board of Directors on any item listed on this Agenda.**

- A. Amendments and Corrections (if any)
- B. Approval of Agenda

**IV. APPROVAL OF MINUTES – March 24, 2015 Board Meeting**

- A. Corrections (if any)
- B. Approval of the Minutes

**FOUNDATION BOARD MEMBERS:**

Claudia C. Alvarez • Arianna Barrios • David Coffaro • Kristin Crellin • Hector J. Infante • Todd O. Litfin • Eddie Marquez • Nelida Mendoza Yañez • Richard Porras

**Ex-Officio Voting Members:** Peter Hardash • Enrique Perez • Dr. Raúl Rodríguez

**Ex-Officio Non Voting Members:** John Didion • Dr. Erlinda Martinez • Dr. John Weispfenning

**V. PUBLIC COMMENTS**

At this time, members of the public may address the Board of Directors regarding any item within the subject matter jurisdiction of the Board, provided that no action may be taken on off-Agenda items unless authorized by law. Comments shall be limited to five minutes per person and twenty minutes for all comments, unless different time limits are set the President and approved by the Board.

**VI. PRESIDENT'S REPORT**

**VII. CEO'S REPORT**

**VIII. COMMITTEE REPORTS**

**IX. TREASURER'S REPORT**

**X. STAFF REPORTS**

**XI. BOARD MEMBER COMMENTS**

**XII. ITEMS FOR DISCUSSIONS AND/OR ACTION**

- A. Approval of Retention Agreement with The Feldhake Law Firm, APC (for discussion and/or action).
- B. Approval of the Conflict Waiver Agreement with the Feldhake Law Firm, APC (for discussion and/or action).
- C. Approval and ratification of Kristin Crellin as an elected member of the Rancho Santiago Community College District Foundation and as a representative of the Santa Ana College ("SAC") Foundation (for discussion and/or action).
- D. Approval and ratification of the Rancho Santiago Community College District Foundation's revised business plan effective September 28, 2011 (for discussion and/or action).
- E. Approval and ratification Rancho Santiago Community College District Foundation's revised Bylaws effective October 31, 2013 (for discussion and/or action).
- F. Approval and ratification of March 2014 expenditures for Raul Rodriguez and Enrique Perez for travel to San Francisco on April 2, 2014 to meet with Colleges of Excellence Company's representative(s) (for discussion and/or action).

- G. Approval and ratification of acceptance of \$15,000 from SchoolsFirst Credit Union Bank to be used in connection with international activities. (for discussion and/or action)
- H. Approval and ratification of Rancho Santiago Community College District Foundation's Mission Statement effective September 25, 2014 (for discussion and/or action).
- I. Approval and ratification of January 28, 2015 Binding Letter of Execution with the Colleges of Excellence Company (for discussion and/or action).
- J. Approval and ratification of payment to Gus Chamorro pursuant to the January 28, 2015 Binding Letter of Execution with the Colleges of Excellence Company (for discussion and/or action).
- K. Approval and ratification of payment to Christopher Mackie pursuant to the January 28, 2015 Binding Letter of Execution with the Colleges of Excellence Company (for discussion and/or action).
- L. Approval and ratification of interim payment instruction agreement with Al Khaleej Training and Education (for discussion and/or action).
- M. Approval and ratification of Preliminary Agreement fiveD Learning, Inc., a Delaware corporation, dated February 19, 2015 (for discussion and/or action).
- N. Approval and ratification of Memorandum of Understanding Regarding Joint Venture to Develop Community Colleges in the Kingdom of Saudi Arabia with Al Khaleej Training and Education (for discussion and/or action).
- O. Discussion of current Board of Directors/Staff procedures—addressing recent communications and discussion of enhanced Board and staff procedures for best practices, transparency and full compliance with all legal requirements (for discussion only).
- P. Discussion of current governance structure of Board of Directors of the Foundation, relevant Bylaw provisions (for discussion only).
- Q. Approval and ratification of unconditional commitment as to compliance with the Ralph M. Brown Act (for discussion and/or action).

**XIII. CLOSED SESSION**

THE BOARD OF DIRECTORS WILL NOW BE MOVING INTO CLOSED SESSION. MATTERS TO BE DISCUSSED ARE THOSE PERMITTED BY GOVERNMENT CODE SECTIONS 54956.8, 54956.9, 54956.95, 54957, AND 54957.6 – PERSONNEL, LITIGATION, AND/OR REAL PROPERTY.

A. Pending Litigation – Faculty Association of the Rancho Santiago Community College District re alleged Brown Act violations by the Foundation Board. Govt. Code §54956.9(a), (b), (c) (for discussion and/or action)

**XIV. RETURN TO OPEN SESSION**

(Announcement of Action Taken in Closed Session As Required Under Brown Act and California Law)

**XV. FUTURE MEETINGS**

June 23, 2015 – Board of Directors Regular & Annual Meeting

**XVI. ADJOURNMENT**

The next regular and annual meeting of the Board of Directors will be held on June 23, 2015 at 2323 N. Broadway, Santa Ana, California 92706 at 12 p.m.

**Americans with Disabilities Act**

The Rancho Santiago Community College District Foundation (the “Foundation”) conforms to the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. A request for disability related modification or accommodation, in order to participate in a public meeting of the Foundation, shall be made to: Enrique Perez, J.D., Executive Director, Rancho Santiago Community College District Foundation, 2323 N. Broadway, Santa Ana, California 92706, (714) 480-7460.



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## **BOARD OF DIRECTORS REGULAR MEETING**

Tuesday, March 24, 2015 - 12:00 p.m.

District Board Room, District Office

### **MINUTES**

#### **CALL TO ORDER**

Kristin Crellin called the meeting to order at 12:08 p.m.

#### **ROLL CALL**

Members in attendance: Arianna Barrios, Kristin Crellin, Rossina Gallegos, Todd Litfin, Eddie Marquez,

Claudia Álvarez & Nelida Mendoza-Yañez arrived at 12:15pm

Ex-Officio Voting Members in attendance: Dr. Raul Rodriguez, Peter Hardash, Enrique Perez

Ex-Officio Non-Voting Members in attendance: John Didion, Dr. Erlinda Martinez & Dr. John Weispenning

Not Present: Hector Infante & Richard Porras

#### **PUBLIC COMMENT**

Dr. Barry Resnick spoke regarding the potential agreement between the Colleges of Excellence in Saudi Arabia and the Rancho Santiago Community College District Foundation.

#### **CONSENT CALENDAR**

Kristin Crellin asked for a motion to approve the following items on the consent calendar:

#### **MINUTES OF THE BOARD**

**ACTION:** Approve of the Minutes of the regular Board meeting – September 25, 2015

It was moved by Arianna Barrios, seconded by Claudia Alvarez (with one abstention from Todd Litfin as he was not present for the September 25, 2015 meeting), otherwise carried unanimously to approve the minutes of the September 25, 2015 Regular Board meeting.

#### **TREASURER'S REPORT(S)**

**ACTION:** Approve the Treasurer's Reports for months ending 7/31/14, 8/31/14, 9/30/14, 10/31/14, 11/30/14, 12/31/14, 1/31/15 & 2/28/15

#### **FOUNDATION BOARD MEMBERS:**

Claudia C. Alvarez • Arianna Barrios • Kristin Crellin • Hector J. Infante • Todd O. Litfin • Eddie Marquez • Nelida Mendoza Yañez • Richard Porras • David G. Caffaro

**Ex-Officio Members-Voting:** Dr. Raúl Rodríguez • Peter Hardash • Enrique Perez

**Ex-Officio Members-Non Voting:** John Didion • Dr. Erlinda Martinez • Dr. John Weispenning

It was moved by Claudia Alvarez, seconded by Nelida Mendoza-Yáñez and carried unanimously to approve the Treasurer's Reports as presented.

### **INVESTMENT REPORT**

Peter Hardash-RSCCDF Treasurer, Jim Moos's last meeting presenting the Investment Report. Fund has dwindled down, keeping everything liquid. Peter reported there being 250,000 left in investment assets, and keeping investments very short term because of market conditions and also due to liquidity. RSCCDF Foundation use to have a federal corpus grant that grew to 3 million dollars at one point but it was a 20 year corpus that expired. Funds liquidated, 2 million distributed to both SCC and SAC Foundations. This brought the investment balance for where it is now at \$250,000. Peter informed that this report was received by RSCCDF's Board of Trustees in December, 2014. It's a clean report and stated that the 'Present fairly' at the top of page 2 of the report means it's a clean audit.

**ACTION:** Accept the 2013-2014 Rancho Santiago Community College District Foundation Financial Statements and Independent Auditors' Report for the Fiscal Year Ended June 30, 2014.

Motion to approve by Claudia Alvarez, seconded by Nelida Mendoza-Yáñez and carried unanimously to accept the 2013-2014 RSCCDF Foundational Financial Statements and Independent Auditors' Report for Fiscal Year Ended June 30, 2014.

### **ACTION CALENDAR**

(All matters under the Action Calendar have been reviewed and submitted by the appropriate committee for the Board's consideration.)

- **Approval of new RSCCDF Foundation Board Member**  
Enrique asked Members of the Board of Directors to approve new Board Member: David G. Coffaro from Wells Fargo. Eddie asked if Keith Kobata was previously a Board Member. Enrique clarified that Keith did express interest but couldn't dedicate the time to join the Foundation Board.

Motion to approve by Nelida Mendoza-Yáñez, seconded by Eddie Marquez and carried unanimously to approve David G. Coffaro from Wells Fargo as the new Board Member.

### **REPORTS**

- **Board Development Sub-Committee**  
Dr. Rodriguez reported on International projects such as China, India and Saudi Arabia venture. Dr. Rodriguez informed the board that a couple of years back RSCCDF Foundation changed from being a traditional Foundation to a more project orientated Foundation. Enrique was sent to China & India for student recruitment purposes. Enrique reported back to Chancellor that China would be the better candidate for recruitment. The other project area was Saudi Arabia. A proposal was submitted in December of 2013 for COE project to develop a college from scratch. Consequently, RSCCDF was not awarded that project. The next round of projects was for TVTC- Technical & Vocational Colleges. This project is different in whereby the awardee of the contract will provide coaching of the administration and faculty to improve their outcomes.

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**Ex-Officio Members-Voting:** Dr. Raúl Rodríguez • Peter Hardash • Enrique Perez

**Ex-Officio Members-Non Voting:** John Didion • Dr. Erlinda Martinez • Dr. John Weispfenning

Dr. Rodriguez informed the board that they currently have a 10% graduation completion rate; facilities & curriculum are not in good shape and faculty need a lot of training. We were awarded 2 colleges. Once we get award letter then we submit a Letter of Intent which was submitted in February then prepare an Assessment Plan to describe in detail what we would do to turn around these institutions. Plans were submitted to the COE. April will be the follow-up on final numbers. If an agreement is made in April and a contract is signed then work is to begin at the end of May on these projects. Our co venture/partner in Saudi is Alkaleej Education Training has been our partner on the inside. Alkaleej signed an MOU with the Foundation where they put up majority of the capital to undertake this project. The way the MOU was written with Alkaleej is where they take on the risk. Dr. Rodriguez had written a memo to the Academic Senate President at SCC describing the risk was for this project. Very few dollars of the Foundation's money has been spent on this project. Approximately \$50,000 has been spent, mainly for legal fees. At the next Foundation meeting, Dr. Rodriguez will have the Foundations Legal Counsel attend. Projections are that the Foundation gets 8% off top. This project is set up where we get paid to show up instead of hitting specific Performance Targets. There are some Performance Targets to hit but they are towards the end of the project. MOU was written in a way so that we are not limited in our profit for hitting certain Performance Targets. An evaluation will be made to measure benefits to the Foundation, our District and the community.

- Report from the President of the RSCCD Foundation – Kristin Crellin  
Kristin Crellin passed out some emails she's received from the Faculty Association. She told those who sent the emails to her that she would distribute them to Board.
- Report from the President of Santa Ana College – Dr. Erlinda Martinez  
Dr. Martinez handed out an informational item in regards to the 12 Community Colleges in state were approved to offer a Bachelor's Degree. SAC was one of the 12 Colleges awarded and they will offer the Bachelor's Degree in Occupational Studies. SAC is building off the Occupational Therapy Assistant program. Students will be able to transfer and enter the Master's program at CSU Dominguez Hills.  
SAC rededicated the refurbished Planetarium and Veteran's Resource Center thanks to Measure E. The returning Veterans are now over 1,000.  
Dr. Martinez reported on the Innovation Awards that were announced this past Friday. This is a statewide award open to Community Colleges, CSU's and USC's to submit proposals for innovation. They're looking for advancing access and completion of Bachelor's Degrees. Santa Ana College submitted their proposal. The awards were estimated to be 2.5-3 million dollars. Award was in fact 5 million dollars.  
Dr. Martinez reported on SAC's Centennial Celebration. SAC took the 1 million that were given as part of the Corpus and put it up as a match for any gift over \$25,000 to the College. Match has been met and funds are now at 2.1 million.
- Report from the President of Santiago Canyon College – Dr. Weispfenning  
Dr. Weispfenning reported on receiving final word on SCC's accreditation decision. SCC received a clean affirmation. A follow-up report will be done in 2016.

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The SCC Foundation held its Board Retreat in January. It was a very productive workshop lead by a professional facilitator. Orange Mayor Tita Smith and former college President, Dean Stringer, participated in Retreat as special guests.

The National Science Foundation is awarding a \$600,000 grant to SCC in support of the STEM's Scholars Academy. This grant will provide scholarships to low income STEM majors and STEM majors from underrepresented groups in hopes to increase the number of students who can attend full time.

Dr. Weispfenning reported that at the Community Foundation of Orange Gala in February, a \$1,000 grant was awarded to SCC in support of the Veterans Resource Program.

Yesterday, the SCC Honors Program and Transfer Success Center hosted a Transfer Admissions presentation from the University of Colombia.

SCC and the College Assistance to Migrant Program Alumni Eric Resendiz was featured on the current issue of Cal State Fullerton Titan magazine. Eric is now a Jr. at Cal State Fullerton and he's quoted is a story about internships with the Telemundo Network.

Dr. Weispfenning commented on the Community Science Night was a big success again this year thanks in part to the partnership with Orange Unified School District.

Upcoming events are the Annual Hawks Golf Tournament on April 24 at the Tustin Ranch Golf Club as well as the Concert on the Lawn on May 15<sup>th</sup> at SCC to celebrate the College's 15 year Anniversary.

- Report from the Board of Trustees Representatives – Claudia C. Alvarez/Nelida Mendoza Yanez

Claudia Alvarez commented on RSCCD being an outstanding District along with the colleges it oversees and the work that the Foundation does to represent those colleges. She stated that the ultimate goal is to serve the students of the community and to bring resources to those students. She commended and thanked the Chancellor and Enrique for traveling abroad to bring resources to the students and also thanked them for serving on the Foundation Board.

Newest member to the Board, Rossina Gallegos, commented on her appreciation for Claudia's words. Nelida Mendoza-Yanez commented that she appreciates the work being done for the Veteran's Resource Centers at both Colleges. SAC has a boot camp for academic guidance for the Veteran students to inform them of the resources available through the Veterans Resource Center, including mental health resources. Nelida receives a lot of questions and comments about the new Bachelor's program at SAC and commented on how students are very excited and eager for this program.

Arianna Barrios urged Board Members to attend the various events at both colleges.

Dr. Martinez reminded the Board of SAC's 100<sup>th</sup> year community birthday party set for Saturday, September 19<sup>th</sup>. The event will include fireworks.

- Report on China regarding Student Recruitment

Enrique reported that both colleges and one District employee are currently attending the CEE-China Education Expo in Beijing and Guangzhou. CEE is China's largest educational expo. Junko Ishikawa from SAC has been key in recruitment and promoting both colleges at the Expo due to her fluency in speaking the language. The Foundation has not had to cover any expenses for RSCCD China, Beijing office. Our partnership with Centennial College in Toronto, Canada, has paid all expenses up to date. Enrique announced we'll be partnering with

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them in their office in Hanoi, Vietnam. Centennial College has been a key partner in the International Student Recruitment market. Enrique commented on RSCCD's need to build its international resume and this being linked to the Saudia Arabia venture. RSCCD has great economic development activities but it does not have an international resume that qualifies us to participate in certain projects. One example is a training project in Mongolia that RSCCD was invited to but we don't qualify for because we have not worked internationally. Enrique commented on the need to establish an International Education Recruitment Committee. Deans, Syed Rizvi from SCC and Mark Liang from SAC have agreed to participate. According to the Foundation By-Laws, one more Board Member will be needed, besides Enrique to serve on the Recruitment Committee.

Kristin Crellin invited anyone from the Board interested in serving on this Committee to inform her or Enrique.

### **CONFLICT OF INTEREST STATEMENTS**

Kristin Crellin reminded the Board of Directors that each Board member must complete and submit a Conflict of Interest Statement each year for auditing purposes.

### **NEXT RSCCD FOUNDATION MEETING**

The next meeting of the RSCCD Foundation will be June 23, 2015, at 12:00 pm in the RSCCD Board Room. Lunch will be provided.

### **ADJOURNMENT**

Kristin Crellin adjourned the meeting at 12:54 p.m.

#### **FOUNDATION BOARD MEMBERS:**

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**THE FELDHAKÉ LAW FIRM**  
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February 19, 2015

PRIVILEGED AND CONFIDENTIAL  
[By Email – Only]

Enrique Perez, J.D.  
[[perez\\_enrique@rscgd.edu](mailto:perez_enrique@rscgd.edu)]  
Executive Director  
Rancho Santiago Community College District Foundation  
2323 N. Broadway Street  
Santa Ana, CA 92706

Re: Retention Agreement  
Rancho Santiago Community College District Foundation

Dear Dr. Perez:

The purpose of this correspondence is to serve as a formal Retention Agreement between Rancho Santiago Community College District Foundation (“Foundation”), on the one part, and The Feldhake Law Firm, APC (the “Firm”), on the other part, in regard to current efforts associated with the Kingdom of Saudi Arabia (and potentially other countries) relative to the Foundation’s assistance on educational efforts.

IDENTIFICATION OF CLIENT

Our engagement is for Foundation. No other persons, entities or affiliates are or will be represented by our Firm pursuant to this instrument absent a later signed Amendment to this Retention Agreement.

CONTRACTUAL AGREEMENT

Section 6148 of the California *Business & Professions Code* requires attorneys to have written fee agreements with their clients under most circumstances. While in letter form, this document is designed to serve as that formal agreement between us. Please review all provisions carefully, including the appended Additional Terms and Conditions (which are adopted and incorporated by reference as part of this Retention Agreement), as they are intended to be contractual and to create mutual obligations. You should inquire of us or consult with separate counsel regarding the terms, your rights and obligations, and any other matters pertaining to our engagement or to entry into this Retention Agreement. In executing this Retention Agreement, you are signifying that you understand the provisions and agree to be bound by the terms recited.

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Enrique Perez, J.D.  
*Retention Agreement*  
*Rancho Santiago Community College District Foundation*  
February 19, 2015  
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### CONFLICTS AND WAIVER LETTER

In order to avoid conflicts of interest among our clients, the Firm maintains a conflict of interest index. The Firm will not represent any party with an interest that may be adverse to an indexed person without an examination to determine if a conflict of interest would be created. No conflicts or issues were identified which would in any way preclude our engagement on behalf of Foundation or jointly by the Foundation and the Rancho Santiago Community College District ("RSCCD").

### SCOPE OF SERVICES

You have retained the Firm to represent the Foundation, in conjunction with RSCDD, in connection with pending matters involving agreements relating to the Kingdom of Saudi Arabia and contemplated educational-community college based educational programs and facilities there and in other countries. Should the scope of this engagement change, it will be addressed by a formal written Amendment. The Firm shall provide those legal services reasonably required to satisfy the specific engagement, and shall take reasonable steps to keep you informed and to respond to all inquiries. Foundation, in turn, will cooperate with the Firm on the engagement, making such disclosures and documents available as required, keeping the Firm informed of all developments and material matters, and otherwise complying with all terms of this Retention Agreement.

### RETENTION OF TRANSACTIONAL COUNSEL

In engaging the Firm, you also authorize us to engage transactional and international-local counsel as may be required for completion of efforts on this engagement. That presently includes local counsel in Saudi Arabia and the August Law Group, P.C., and may include tax consultants. We are authorized to engage such firms and to forward their bills directly for payment or to include their invoice with our statements as costs for services rendered. No firm will be engaged, other than as mentioned, without the prior notice to, and consent of RSCCD and/or the Foundation, as being reasonable, necessary and authorized.

### LEGAL FEES

The compensation which the Firm receives for the representation of the interests of Foundation has been structured on an hourly basis and discounted as a courtesy to our public sector clients. We will bill RSCCD on all invoices, and RSCCD will address any allocation to the Foundation.

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### COSTS AND EXPENSES

Some routine costs (photocopying, service of process fees, marshal's fees, etc.) are incurred on behalf of our clients. Where costs are high (e.g., travel expenses, court reporter's fees) and they can be anticipated, we will contact you and request that funds be advanced to cover the estimated costs. Unless an emergency occurs, or the costs are small, we do not advance costs. Foundation agrees to reimburse the Firm for all reasonable costs and expenses as they are incurred in the rendition of legal services. These include, but are not limited to, fees fixed by law, telephone calls, messenger and other delivery fees, postage, facsimile (at \$1.00/page) and photocopying (at \$0.25/page) expenses, investigation expenses, filing costs, consultants' fees, travel and lodging-related costs, reporters' fees, process servers' fees, expert witness fees, and similar items. Foundation authorizes the Firm to incur all reasonable costs necessary in the Firm's judgment, subject of course to your review and approval of statements for services rendered (as discussed below).

### MONTHLY FEE AND COST STATEMENTS

Firm billing procedures are designed to be as simple and as clear as possible. We will furnish RSCCD and the Foundation with monthly statements for fees and costs incurred in the representation. The monthly statements will itemize the date of service, the specific matter in which the service was provided, and provide a material description of the services rendered and the time expended (broken down into six-minute increments) for each entry. We do not, in other words, "lump sum" bill, but instead provide sufficient detail to allow for a meaningful assessment of what work was done and the reasonableness of the time required. All costs, both internal and external, will be itemized on the monthly statements to reflect those charges by category, amounts and dates incurred or paid. Foundation agrees to pay the Firm's fees and costs on receipt of the monthly statement. The Firm will, on overdue account balances, charge interest at ten percent (10%) per annum on any unpaid balance. Foundation also agrees and shall notify the Firm in writing if it disputes any entry for legal services or costs on any statement. If Foundation fails to do so within twenty (20) days of the date of the statement, all such entries shall be deemed acknowledged as correct as between Foundation and the Firm and any later ability to protest billing entries is waived. Foundation shall also have the right to request a current bill at any time covering the Firm's fees and costs to date, and the Firm shall provide such a bill within ten (10) calendar days of the request.

### ARBITRATION OF CLAIMS

If a dispute between Foundation and the Firm arises over fees charged for services, the controversy will be submitted to binding Arbitration in accordance with the rules of the California State Bar Fee Arbitration Program as described in California *Business & Professions Code* sections 6200 through 6206. Should a dispute arise between Foundation and the Firm over any aspect of the attorney-client relationship other than the fees charged, including, without

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limitation, a claim for breach of professional duty, those disputes will be resolved by binding Arbitration before JAMS, or another arbitral agency as the parties may agree. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to Binding Arbitration under California law, and not by a lawsuit or resort to Court process except as California law provides for judicial review of Arbitration proceedings. The Arbitrator or Arbitration Panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Additionally, should the Feldhake Law Firm, APC and any individual attorney in the Firm elect to provide its or their own representation in any proceeding between Foundation and the Firm, and should the Firm and the individual attorney successfully defend itself or themselves, the Firm and the individual attorney shall be entitled to recover fees for time spent on their own defense at the Firm's normal hourly rate as set forth earlier in this Agreement. Any Arbitration Award may be served by mail upon either side and personal service shall not be required.

ANY DISPUTE BASED UPON OR ARISING OUT OF OUR ENGAGEMENT, THIS LETTER AGREEMENT AND/OR THE PERFORMANCE OR FAILURE TO PERFORM SERVICES (INCLUDING, WITHOUT LIMIT, CLAIMS OF BREACH OF DUTY OR PROFESSIONAL NEGLIGENCE), WHETHER ARISING OUT OF THIS AGREEMENT OR OTHERWISE DUE TO DUTIES ASSUMED OR ALLEGED TO HAVE BEEN ASSUMED BY THIS FIRM, SHALL BE SUBJECT TO BINDING ARBITRATION TO BE HELD IN ORANGE COUNTY, CALIFORNIA BEFORE A RETIRED CALIFORNIA SUPERIOR COURT JUDGE AT JAMS. JUDGMENT ON THE ARBITRATOR'S AWARD SHALL BE FINAL AND BINDING, AND MAY BE ENTERED IN ANY COMPETENT COURT. AS A PRACTICAL MATTER, BY AGREEING TO ARBITRATE ALL PARTIES ARE WAIVING JURY TRIAL. BOTH PARTIES TO THIS AGREEMENT, BY ENTERING INTO IT, ARE GIVING UP THEIR CONSTITUTIONAL RIGHT TO HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW BEFORE A JURY, AND INSTEAD ARE ACCEPTING THE USE OF ARBITRATION.

Firm Initials:  Client Initials: \_\_\_\_\_

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Enrique Perez, J.D.  
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INSURANCE

The California *Business & Professions Code* requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to Foundation. We confirm that the Firm does maintain such insurance coverage.

EFFECTIVE DATE

This Retention Agreement will take effect on full execution and initialing, and the return to the Firm of a properly signed, executed and initialed copy of this Retention Agreement, and will be effective July 1, 2014.

\* \* \* \* \*

Please signify your acknowledgment and understanding of the terms presented, and of Foundation having freely and voluntarily entered into the contemplated retention, by dating and signing the original, initialing each page where indicated and on the incorporated Additional Terms and Conditions, and returning the signed and initialed original to our office. I will then sign off on behalf of the Firm, and return a fully executed copy to Foundation.

Yours very truly,



Robert J. Feldhake

RJF:dj

REVIEWED AND APPROVED:

RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT FOUNDATION

Dated: \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Enrique Perez, J.D.

Its: Executive Director

**ADDITIONAL TERMS AND CONDITIONS**

**EFFECTIVE DATE OF AGREEMENT**

This Retention Agreement will not take effect, and the Firm will have no obligation to provide (or to continue to provide) legal services, until we have received back from you a fully signed and initialed original (subject to the Firm being entitled and reserving the right to seek compensation for the reasonable value of the services provided in expectation and anticipation of your execution of the Retention Agreement) and, if required, until you have provided the retainer for legal services. Should this Retention Agreement not be signed and returned to the Firm within ten (10) calendar days following the date of transmittal to you, this Retention Agreement will be deemed withdrawn and the subsequent execution will be of no force and effect (unless the delayed execution and return is waived in writing by the Firm).

**LEGAL FEES – BILLING, RATES AND ADJUSTMENTS**

The Firm bills only for actual work. We employ a computer-based recordation and invoicing system for all attorney, paralegal and dedicated staff. The Firm has no “minimums” to be billed to Client for certain tasks. The Firm reserves the right, in its discretion, to utilize whichever attorneys and staff it deems best suited to the tasks required, consistent with the competent and efficient rendering of legal services. Rates for additional associates and staff who may assist in this matter will vary depending upon the experience and background of the individual attorneys and legal assistants. Hourly rates are also reviewed and, when appropriate, adjusted to reflect increases in seniority and experience, as well as inflationary factors. The Firm has an internal policy of not raising its rates in a specific matter until that matter is complete, but on an annual basis rates may be modified based upon unusual or unanticipated circumstances, or a more extended or protracted engagement than originally contemplated. Increases are ordinarily made on an annual basis, effective as of the beginning of each calendar year, although increases may occur at other times (notice of which will be forwarded to you).

**NON-PAYMENT AND ATTORNEY FEE RECOVERY**

The Firm depends upon its clients to satisfy legal fees and costs in accordance with the provisions of the Retention Agreement. In the event you should fail to do so, it may be necessary for the Firm to institute arbitration, litigation or other proceedings in order to obtain compensation for services rendered. In any action to enforce or interpret this Retention Agreement or in any proceeding relating to the Firm’s legal services in which the Firm elects to appear as its own attorneys and without engaging outside counsel, it is understood and agreed that the Firm shall be entitled to recover, and in addition to such other amounts as may be due and owing from you to the Firm for services rendered, a further sum reflecting the time expended by the Firm and the costs incurred in connection with pursuing the Firm’s rights. In addition, to the extent attorney or staff time is incurred following up on payment(s) not timely made under this Retention Agreement, that time and expense will also be billed and be due and owing at the same rates recited.

**FORUM SELECTION**

In the event of any dispute between you and the Firm regarding the interpretation of this Retention Agreement, the Firm’s services, or the performance of your duties and responsibilities, such dispute(s) may involve arbitration proceedings as well as possible litigation between the parties. It is understood by you that the Firm, in accepting and undertaking this engagement, will be doing so on your behalf and working out of the Orange County office, where legal work will primarily be done, responsible attorneys assigned, communications with you undertaken, and all records maintained. In the event Fee Arbitration proceedings are appropriate pursuant to statute or practice guidelines, such proceedings are agreed between you and the Firm to occur before the Orange County Bar Association (“OCBA”) as an exclusive forum selection. You and the Firm have also separately agreed to Binding Arbitration before JAMS as to any disputes between you and the Firm, and Orange County will be the exclusive forum for the resolution of any dispute. To the extent judicial action is required to compel arbitration, to confirm an award in arbitration, or to enforce the Retention Agreement or pursue recoveries in arbitration, the exclusive forum for such proceedings shall be the Superior Court for the County of Orange, State of California. The Firm and you agree to these forum selections as appropriate in light of the nature of the engagement and the location of the services to be provided. To the extent you and the Firm agree to an alternate forum, such agreement must be

Firm Initials:



Client Initials: \_\_\_\_\_

**ADDITIONAL TERMS AND CONDITIONS**

in writing and signed by representatives of both parties, with each being free to give or withhold consent in his, her or its sole discretion.

**DISCHARGE AND WITHDRAWAL**

You may discharge the Firm at any time, without cause, and the Firm may withdraw on thirty (30) days notice, without cause. The Firm may, for cause, seek to immediately terminate this engagement and, if needed, take steps to promptly withdraw as your counsel. Possible factors which may result in our withdrawal include (but are not limited to) any breach of this Retention Agreement, refusal to cooperate with the Firm or to follow the Firm's advice on any material matter, failure to communicate, or any other fact or circumstance which renders continued representation unlawful, unethical, infeasible, or adverse to your best interests or potentially so. In the event that the Firm deems it necessary to withdraw from Client's representation, you agree to execute all documents necessary to effectuate the withdrawal.

**CONCLUSION OF SERVICES**

When the Firm concludes all the requested services, all unpaid charges shall become immediately due and payable. Upon your written request, the Firm will deliver to you its files along with any property or deposits in the Firm's possession. The Firm reserves the right to make copies of all documents necessary for office record-keeping purposes, and you agree to maintain the transferred files in good condition and, on request, to allow the Firm access to all transferred files in the event of a reasonable future need for access to the files and records.

**DISCLAIMER OF GUARANTEE**

Nothing in this Retention Agreement, and nothing in the Firm's statements to you will or should be construed as a promise or guarantee as to the outcome of any representation. The Firm, directly and through any individual attorney, makes no promises or guarantees regarding the outcome of the representation. The outcome of any engagement cannot be accurately predicted, and any engagement in an adversarial system is dependent upon a number of factors which precludes any assurance as to the outcome and, in most cases, precludes percentage analyses or reliable predictions of the probability of success or failure. Any comments about the possible and probable outcome of the contemplated representation are, and should be treated, as only the Firm's expressions of opinion and intended effort on your behalf, as there is never a guaranteed result in any contested matter. Furthermore, the Firm cannot make any guarantee as to the amount which you will incur for attorneys' fees and costs in this matter, as those figures will wholly depend on the time and effort required to be devoted to the matter. The ultimate fees and costs that you will incur is dependent on numerous factors, including the complexity of the issues as they develop, the extent and nature of discovery required, and the approach the opposition takes to the case. In addition, even the best estimates of anticipated legal fees and costs can be impacted by the actions of other parties and their counsel, regulatory or legal requirements, or the directives of a court or other judicial body. It is, therefore, important that you understand that, if at any time the Firm gives estimates as to costs or attorneys' fees anticipated, they are nothing more than that, merely estimates. The factors mentioned above may cause the actual fees and costs to vary substantially from any estimate given to you by the Firm.

**FUTURE WORK AND CLIENTS**

It is understood and agreed that the Firm's representation of your interests in this matter is for the specific purpose set forth in the Scope of Services provision of this Retention Agreement, and you agree that the Firm may represent parties in the future on matters that may be adverse to you, so long as such future representation does not involve confidential information which the Firm obtained from its representation of your interests pursuant to this Retention Agreement.

Firm Initials:  Client Initials: \_\_\_\_\_

**ADDITIONAL TERMS AND CONDITIONS****FIRM – WITNESS FUNCTION**

If personnel from the Firm are required to be witnesses, or requested by you to be witnesses in a future matter relating to the Firm's work or activities for you on this matter, you agree to and shall pay the Firm for the time and costs it expends in accordance with the provisions of this Retention Agreement.

**PRESERVATION OF FILES**

The Firm has no duty to preserve and/or store any files in this matter after its work on the matter is concluded. The Firm may store all or portions of the files for so long as it determines to be appropriate, and may forward to you or purge those portions of its files that it determines not to preserve.

**NEGOTIATED AGREEMENT**

Although this Retention Agreement represents a standard format employed by the Firm, you acknowledge that the retention as well as the material terms have been the subject of discussion and, as appropriate, negotiation before the final version of your particular Retention Agreement was prepared for signature. Accordingly, you and the Firm acknowledge that this Retention Agreement has been negotiated and entered into "at arm's length" and without any duress, pressure or undue influence, and reflects a consensual relationship freely and voluntarily entered into on mutually agreeable terms.

**INTEGRATED AGREEMENT**

You and the Firm expressly acknowledge and understand that this Retention Agreement contains all terms of our agreement, and that there are no terms or provisions, representations or warranties, or other matters affecting the contemplated retention which are not a part of this document. You and the Firm further acknowledge, understand and agree that this Retention Agreement may be modified, changed, or superseded only by a subsequent writing signed by all parties to this Retention Agreement.

# THE FELDHAKE LAW FIRM

A PROFESSIONAL CORPORATION

650 Town Center Drive, Suite 1590  
Costa Mesa, CA 92626

Telephone  
(714) 352-8230

Facsimile  
(714) 352-8270

Website  
[www.far-law.com](http://www.far-law.com)

February 19, 2015

**PRIVILEGED AND CONFIDENTIAL**

[By Email – Only]

John Didion, Vice Chancellor of Human Resources

[[didion\\_john@rsccd.edu](mailto:didion_john@rsccd.edu)]

Human Resources & Educational Services

Rancho Santiago Community College District

2323 N. Broadway Street

Santa Ana, CA 92706

Enrique Perez, J.D.

[[perez\\_enrique@rsccd.edu](mailto:perez_enrique@rsccd.edu)]

Executive Director

Rancho Santiago Community College District Foundation

2323 N. Broadway Street

Santa Ana, CA 92706

Re: Conflict Waiver Agreement  
Rancho Santiago Community College District  
Rancho Santiago Community College District Foundation

Gentlemen:

The Feldhake Law Firm, A Professional Corporation (the "Firm") has been retained to jointly represent the Rancho Santiago Community College District Foundation (the "Foundation") and the Rancho Santiago Community College District ("RSCCD") in connection with matters pertaining to educational programs and facilities in the Kingdom of Saudi Arabia, and specifically in connection with negotiations, agreements, legal advices and assistance on tax and other related inquiries for the contemplated present and future ventures.

Rule 3-310 of the Rules of Professional Conduct of the State Bar of California prohibits a California attorney from representing two or more clients with conflicting or potentially conflicting interests without obtaining the informed written consent of client. The Rules of Professional Conduct specifically require that we secure your informed written consent before we can undertake your joint representation in this matter. For your information, the applicable Rule of Professional Conduct of the State Bar of California is set forth in relevant part as follows:

Rule 3-310 Avoiding the Representation of Adverse Interests

- (C) A member shall not, without the informed written consent of each client:
- (i) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
  - (ii) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
  - (iii) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the second matter.

At the present time, based upon the facts known to you and the Firm, including such facts as have been supplied to us by the Foundation and RSCCD to date, the Foundation, RSCCD and the Firm do not perceive any conflict of interest in the joint engagement of the Firm, and we do not know of any reason why our joint representation in regard to the Foundation and RSCCD would result in a conflict of interest, in light of our understanding that the Foundation is similarly situated and does not currently hold any adversarial positions against RSCCD.

Though we know of nothing to suggest that a conflict could arise, the point is that facts can develop later that create conflicts of interest. Obviously, such conflicts can make continued joint representation either inappropriate or undesirable. In that situation, you would reserve the right, and, independently, so would the Firm, to determine that the joint representation should not go forward. We, of course, would notify you promptly in such an event and rely on your assurance (as signified by your signature below) to do the same. We reserve the right in such event either to withdraw totally from representation in the matter or to continue as counsel for one but not both of you if we conclude that we could appropriately do so, to which you hereby consent (as signified by your signature below).

All communications with you on this case will, of course, be, and must always be, treated as privileged and confidential as to third parties; however, such communications will not be confidential between the parties to the joint representation. We cannot properly represent each of you in this matter without being able to disclose to each of you what you may tell us. Moreover, you should know that pursuant to California Evidence Code Section 962, communications that occur during the course of the joint representation lose their privileged character if offered in a civil proceeding between you.

Please understand that you are not obligated to have us represent you in this matter. If now or at any future time you should decide for any reason to engage separate counsel to

represent you, we will cooperate fully in the transitioning of your representation to that counsel. If you have any questions about the wisdom or desirability of proceeding in this case with a joint representation, you should feel free to discuss this with another attorney of your choice. Needless to say, if you have any questions or wish additional information from us, please contact us.

Accordingly, we would be pleased to represent each of you concurrently, provided that you have carefully considered the foregoing and voluntarily agree as follows:

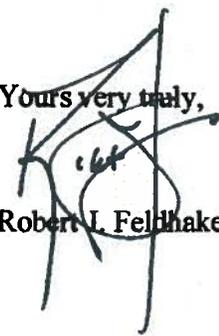
1. The Foundation and RSCCD each acknowledge that there may be unknown or unrecognized conflicts between their respective interests, and they hereby voluntarily waive any and all such conflicts of interest and consent to their concurrent representation by the Firm.
2. The Foundation and RSCCD each agree that you shall consult independent legal counsel of their own choosing to the extent that the Foundation and RSCCD deems it to be necessary or appropriate to protect the interests of the Foundation and RSCCD with respect to this agreement.
3. In the event that circumstances arise in the future which would make it impracticable, illegal or unethical for the Firm to continue to represent the Foundation and RSCCD concurrently, the Foundation and RSCCD each irrevocably agree, to the extent permitted by law, to permit the Firm to withdraw from such concurrent representation.
4. The Foundation and RSCCD each acknowledge and agree that this letter constitutes the entire agreement relative to the any conflict as set forth herein and that there are no other representations, warranties, inducements or agreement with respect to their concurrent representation by the Firm or their waiver of actual or potential conflicts of interest as set forth herein.

Please review the foregoing carefully and consult with independent legal counsel or other advisors to the extent that the Foundation and RSCCD deem it to be necessary or appropriate to do so. If the foregoing is acceptable to the Foundation and RSCCD, and the Foundation and RSCCD enters into this agreement voluntarily and free from any duress or other undue influence, please so signify by executing the enclosed counterpart copy in the place provided for the Foundation and RSCCD signatures and return the executed counterpart to this office for our records.

**THE FELDHAKÉ LAW FIRM**  
A PROFESSIONAL CORPORATION

**John Didion, Vice Chancellor of Human Resources**  
**Enrique Perez, J.D., Executive Director**  
*Conflict Waiver Agreement*  
February 19, 2015  
Page 4

Best regards.

Yours very truly,  
  
Robert J. Feldhake

\* \* \* \* \*

I have read the foregoing carefully and voluntarily agree to all of the matters set forth therein. I understand that The Feldhake Law Firm, APC shall be relying upon this agreement by undertaking the concurrent representation of the Rancho Santiago Community College District Foundation (the "Foundation") and Rancho Santiago Community College District ("RSCCD") in regard to the referenced matter.

**RANCHO SANTIAGO COMMUNITY COLLEGE**  
**COLLEGE DISTRICT**

Dated: February \_\_, 2015

By: \_\_\_\_\_  
John Didion, Vice Chancellor of Human Resources

**RANCHO SANTIAGO COMMUNITY COLLEGE**  
**COLLEGE DISTRICT FOUNDATION**

Dated: February \_\_, 2015

By: \_\_\_\_\_  
Enrique Perez, J.D., Executive Director

**Kristin S. Crellin**  
**Executive Director, School and Community Relations**  
**SchoolsFirst Federal Credit Union**  
**2115 N. Broadway**  
**Santa Ana, CA 92706**

As Executive Director of School and Community Relations for SchoolsFirst Federal Credit Union (formerly OCTFCU), the largest credit union in the nation to serve school employees and their families exclusively, Kristin Crellin is the key spokesperson within the educational community and is responsible for managing SchoolsFirst FCU's community relations programs. This includes working closely with the Orange County Department of Education and San Bernardino County Superintendent of Schools and both their Teachers of the Year and Academic Pentathlon programs. She works with school districts and schools to coordinate principal-for-a-day and Read Across America events, in addition to job shadow and mentoring programs for students, in San Bernardino, Riverside and Los Angeles counties. Kristin is on the selection committee for Orange County Teachers of the Year. This committee selects the five finalists who represent Orange County and go to the state for further consideration in the state teacher of the year program.

Kristin has been with SchoolsFirst FCU for more than 22 years and enjoys working closely with Orangewood Children's Home, KOCE, The MIND Research Institute and the Ocean Institute. She has served as the chair for the Discovery Science Center's Annual Gala and the Mind Research Institute's Gala. She enjoys her ongoing relationships with Children's Miracle Network and CHOC Foundation. In addition, she is a member of Santa Ana College's Foundation, Magnolia School District's Foundation and Irvine Public Schools' Foundation. Kristin is an advocate for both the community college system and the California State University system. She serves on the Innovative Teaching Award Program (ITAP) review committee for Irvine Public Schools Foundation as well. She is a current board member on the Orange County AVID Dollars for Scholars Board, and has participated in the strategic planning for Santa Ana College, California State University, Fullerton and Orange Unified School District.

Kristin is the Executive Director of the Education Foundation for Orange County Schools, a foundation that provides grants for educational programs that support core curriculum and enable local teachers to purchase or create materials for their classrooms.

A graduate of California State University, Fullerton, Kristin is the past-president of the CSUF Alumni Association board and currently serves as the Vice President of Advocacy. She also serves on the CSUF Guardian Scholar Advisory Board, Blue Ribbon Committee, and CSUF College of Education's Leadership Council. Kristin works with the CSU Chancellors office and represents CSUF and the CSU Alumni Council, a statewide council with representatives from each of the California State Universities. She is currently the president-elect on this council. Kristin is also a graduate of Western CUNA Management School.

## Hector J. Infante

Hector J. Infante is Manager - Policy, Government & Public Affairs for Chevron in Orange County, San Diego County, Arizona and Nevada, based in Brea CA, a position he was appointed to as of July 2012. He is responsible for local government relations, social investment and all aspects of communications for Chevron. Before coming to Orange County, Hector served as the Policy, Government & Public Affairs Manager for Chevron in the Caribbean and U.S. East, based in Coral Gables, Florida. Since joining Chevron 21 years ago, he has held a number of positions of increasing responsibility in sales, marketing and government & public affairs. A native from El Salvador, Hector received a Bachelor degree in Industrial Engineering from the University - UAE in San Salvador, El Salvador.

**Curriculum Vitae**  
**Eddie Marquez**

**Education**      **Edison International Leadership at EIX training program**, Edison International, 2005

**Juris Doctorate**, Monterey College of Law, 1999  
Corpus Juris Secundum Award for Academic Excellence. Student Advisor: Leon Panetta Lecture Series on the Judiciary.

**Bachelor of Arts**, University of California, Santa Cruz, 1995  
American Literature, Honors in the major

**Experience**      **Public Affairs Regional Manager**—Southern California Edison-2002-present

- Work with internal and external stakeholders to develop Public and Government Affairs priorities and strategies
- Support/sustain Edison's role as Community Investment Manager, represent SCE as part of community relations, and become a vested member of community, including all ethnic segments (Chinese, Korean, Vietnamese, African-American, Latino)
- Meet with and work with all Federal/State/Regional/and Local governments/agencies to ensure no adverse policies against SCE operations, at local, state, or federal level
- Serve as primary political liaison with all elected officials in area of responsibility, including but not limited to Federal/State/Regional/County/City.
- Serve as primary SCE contact with strategic and key local Chambers, trade, and civic organizations. Including involvement with State and National Chambers, through role as Chairman of the Orange County Hispanic Chamber.
- Develop and maintain substantive relationships with all local media, develop media material on local issues, and serve as area spokesperson as necessary—in English and Spanish
- Serve as company spokesperson in, both English and Spanish language.
- Elevate as appropriate those issues and concerns for issue management that require assistance from subject matter experts at state and federal levels
- Conduct polling and stakeholder evaluation as necessary to determine the effectiveness of public and government affairs programs.
- Serve as Local Contributions Manager and serve as champion at the corporate level for larger sized contribution requests—work with stakeholders/partners to leverage these requests.
- Give advice and assistance as needed from the field for employee communications.
- Serve as Emergency Response Liaison for all agencies working with SCE, including, but not limited to non-profit emergency disaster preparedness and relief agencies and all other government and quasi-government agencies.
- Work collaboratively with other SCE Departments within corporate and regional structure (Communications, Customer Service, Business Relations, Claims, etc)

# RUTAN

RUTAN & TUCKER, LLP



**Todd O. Litfin**  
**Partner**  
T: (714) 641-3454  
TLitfin@rutan.com  
www.rutan.com  
**Orange County**

Mr. Litfin is a partner in the firm's Government & Regulatory Law Section. His practice includes the representation of cities and other public entities, as well as private clients, in both litigation and transactional matters. Mr. Litfin is currently the City Attorney of Yorba Linda, Villa Park, Adelanto, Huntington Park and Irvine.

Mr. Litfin has extensive experience in litigation and transactional matters pertaining to municipal government and land use law. Specifically, Mr. Litfin has expertise concerning the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, the Coastal Act, Civil Rights Laws, the Political Reform Act, the Brown Act, municipal contracting, development agreements and other legal issues regularly confronted by municipalities or those who deal with municipalities. Mr. Litfin has litigated numerous complex litigation matters for both public and private clients.

### AREAS OF EXPERTISE

- ▶ Municipal & Government Agency Law
- ▶ Land Use/Natural Resources

### REPRESENTATIVE MATTERS

- ▶ *Royalty Carpet Mills v. City of Irvine* (2005) 125 Cal.App.4th 1110. Represented City in precedent setting case concerning procedures governing CEQA litigation.
- ▶ *Bernard Long v. City of Rialto*, San Bernardino County Superior Court Case SCV 27138. Represented landowner in successful multi-million dollar civil rights claims against City that unconstitutionally destroyed family business.
- ▶ *Surfrider v. City of Dana Point*, Orange County Superior Court Case 05CC00883. Represented City in successful defense of Coastal Act challenge to City's approval of 121 acre Headlands project.
- ▶ *Murdock v. Ventures Trident II*, Riverside County Superior Court Case 332709. Represented shareholder and mining operator in successful defense of complex alter ego, lender liability, and negligence action against entities involved in mining operation.
- ▶ *City of Yorba Linda v. City of Anaheim*, Orange County Superior Court

### RELATED SERVICES

**Government & Regulatory Law**

**Land Use/Natural Resources**

### EDUCATION

University of California Los Angeles, School of Law (J.D., 1995), Order of the Coif

Victoria University of Wellington, New Zealand (1989), Rotary Foundation Graduate Scholar

Harvard University (B.A., 1988), *cum laude*

### BAR ADMISSIONS

California

### COURT ADMISSIONS

U.S. Court of Appeals for the Ninth Circuit

U.S. District Courts for the Central, Eastern, Northern and Southern Districts of California

Case 01CC09320. Represented Yorba Linda in CEQA challenge to construction of BNSF railway soundwall.

- ▶ *Charter Communications v. County of Santa Cruz*, 304 F.3d 927 (9th Cir. 2002). Represented County in successful litigation involving change of ownership of local cable operator.
- ▶ *Traphagen v. City of Dana Point*, Orange County Superior Court Case 04CC00676. Represented City in successful defense of attack on General Plan and review of mobile home park closure impact report.
- ▶ *City of Anaheim v. Angels Baseball*, Orange County Superior Court Case 05CC01902. Represented City against Major League Baseball team's name change.

#### **LECTURES/PRESENTATIONS**

- ▶ "The Developmental Approval Process in California"
- ▶ "Zoning and Land Use in California"
- ▶ "In the Public Eye: Rules and Etiquette for Public Meetings"
- ▶ "Going Public: Professional Advice for Public Presentations and Meetings"

#### **MEMBERSHIPS & ASSOCIATIONS**

- ▶ Orange County Bar Association

XII. C-6



## EXECUTIVE PROFILE



### **DAVID G. COFFARO**

**EXECUTIVE VICE PRESIDENT  
HEAD OF TRUST AND FIDUCIARY SERVICES  
WEALTH BROKERAGE AND RETIREMENT  
WELLS FARGO & CO.**

Dave Coffaro is Executive Vice President, Chief Fiduciary Officer and Head of Fiduciary Services for Wells Fargo Wealth Management.

Mr. Coffaro joined Wells Fargo in 2000 as senior vice president and chief operating officer of Investment & Fiduciary Services. Investment & Fiduciary Services provides comprehensive wealth structuring advice, investment management, real estate and specialty asset management, philanthropic and trust services to high-net-worth and affluent individuals.

Prior to Wells Fargo, Mr. Coffaro's experience included roles as director of international treasury and trade finance products, director of institutional and government investment products and sales, regional private banking manager, private bank relationship manager, commercial banker and management trainee.

Dave is a member of the American Bankers Association Professional Development Council, a Wells Fargo Delaware Trust Company director and co-Chairman of the Wells Fargo & Co. Trust Committee. He has served on many boards including the Trust Management Association, Chair of the Advisory Board for UC Berkeley Extension's Wealth Management Program and the Orange County Second Harvest Food Bank. Mr. Coffaro earned a Master of Business Administration degree in Strategic Management from the Peter F. Drucker Graduate School of Management at the Claremont Graduate University.

Mr. Coffaro taught strategic management and business policy at California State University, Fullerton.

Wealth Management provides financial products and services through various banks and brokerage affiliates of Wells Fargo & Company including Wells Fargo Investments, LLC (member NYSE/SIPC).

Wells Fargo cannot provide tax advice. Please consult your professional tax advisor to determine the needs of your specific situation.

Wells Fargo Banks Members FDIC



## **Rancho Santiago Community College District Foundation**

### **DRAFT Business Plan**

#### **Background**

The Rancho Santiago Community College District Foundation was formed in 1983 as a nonprofit public benefit corporation under the Non Profit Public Corporation Law of the state of California. The foundation's original name was the Rancho Santiago Foundation, which was based on the name of the District and its college. At that time, the Rancho Santiago Community College District was a single college, multi-campus district with major campuses in Santa Ana and Orange. The foundation's primary purpose was to promote the college's programs in order to facilitate the receipt of gifts, property and funds to expand and enhance those programs. When the District transitioned to a multi-college organization in 1997, the Rancho Santiago College name was retired. The Santa Ana campus was renamed Santa Ana College (the College's original name since its founding in 1915) and the Orange campus became Santiago Canyon College. The original Santa Ana College Foundation was reactivated and Santiago Canyon College established its own foundation. Once both college foundations were established with their own missions and objectives, the Articles of Incorporation and bylaws of the Rancho Santiago Foundation were amended. The foundation was renamed, the Rancho Santiago Community College District Foundation (RSCCDF) and it began pursuing other strategies to support and fundraise for both colleges.

One such way was the establishment of an annual fundraising event called the Chancellor's Ball. Revenue was generated through ticket sales, auctions and corporate sponsorships were divided equally between the colleges. Although the event was successful in generating funds for both colleges, two major issues arose. The first issue was with corporate sponsors. Both college foundations have annual fundraising events that they use to generate revenue for their programs. Inevitably, all three foundations began contacting some of the same corporate sponsors to sponsor their annual events. The result was that some sponsors simply divided their total annual contribution amongst the foundations in order to support all the events. The second issue that arose was one of strategy. If part of the strategy by the college foundations was to generate new resources for its educational programs through annual events and individual giving, then the strategy employed by the RSCCDF seemed to be duplicative.

In addition to the Chancellor's Ball, the RSCCDF periodically received donations and grants that supported the District's economic development programs, which were centrally operated at the District level. The RSCCDF became the vehicle for the District to pursue corporate funds that were designated for 501(c)(3) charities. Grants and donations to support the Small Business Development Center, and establish a Women's Business Center (the Institute for Women Entrepreneurs) were received by the RSCCDF.

In order for the RSCCDF to continue to refine its identity, purpose and mission, and generate revenue from sources different from those being sought by the college foundations, it needs to increase its focus in areas different from those of the college foundations. This would suggest that an expansion of the District's economic and workforce development programs could become the primary strategic mission of the RSCCDF.

### Mission

The mission of the RSCCDF is to significantly enhance the academic excellence of Santa Ana College (SAC) and Santiago Canyon College (SCC). The RSCCDF will accomplish this purpose by determining the areas of greatest need or interest and seeking resources to supplement the improvement of selected programs and services. The RSCCDF will pursue new resources through capital campaigns, partnerships with business and corporate entities, and other fundraising activities.

### Organization / Management

The RSCCDF will continue to be overseen by a Board of Directors organized and governed by the Bylaws of the RSCCDF. An Executive Director appointed by the Chancellor of the Rancho Santiago Community College District (RSCCD) will be responsible for the day-to-day operations of the RSCCDF as well as the implementation of its strategy to fulfill its mission and objectives. The Vice Chancellor of Business Operations/Fiscal Services at RSCCD will continue to manage the investments currently held at Morgan Stanley Smith Barney and oversee the financial transactions of the RSCCDF.

### Market Opportunity

According to the School of Public Affairs at the University of Southern California (USC), there are currently over 7,700 registered 501(c)(3) corporations in Orange County of which 635 are foundations. The three dominant areas of focus for these foundations are arts, culture and humanities, human services and education. According to a study conducted by the Center of Philanthropy at Indiana University in 2010, the vast majority of donations to foundations come from having a personal connection to the mission of the foundation. For example, in 2009 75% of donations in the United States were from individuals to charities in the areas of religion, education, and health. Only 4% of the donations came from corporations, however, this amounted to \$14 billion.

Under this scenario both the SAC and SCC foundations have the advantage of being able to obtain donations from alumni that enjoyed their experience and appreciate the education they received from the college. They are also able to obtain donations from those in the community that want to see them continue to provide students with access to an affordable college education. Unfortunately, the RSCCDF does not have this advantage. It does not have an alumni base with a personal connection to its mission and, if it holds annual fundraising events for the benefit of the colleges and students, it ends up competing with the SAC and SCC foundations for the same dollar. What the RSCCDF does have are proven economic and workforce development programs and services that it can use to establish a niche in the marketplace and expand its public-private partnerships for the benefit of the RSCCD, SAC and SCC.

According to the School of Public Affairs at USC, there is currently no registered 501(c)(3) foundation in California whose primary mission is to promote regional economic and workforce development. For the RSCCDF, it simply makes sense to focus in this area. First, the California Education Code specifically states that the mission of the community college system is educational *and* economic development. Second, RSCCD's economic and workforce development programs are proven and have the capacity to expand their services through public-private partnerships. Finally, the changing market environment for corporations demands such a structure.

Over the years, corporations have seen their sponsorship dollars for events decrease. RSCCD's corporate partners have specifically informed RSCCD that marketing dollars to purchase tables

at events and logo placements have dramatically been cut and that most of their marketing budgets are now limited to events, programs, and activities of 501(c)(3) corporations. Their corporate offices and foundations are looking for more community impact and results for their dollars. They are seeking new, impactful and unique ways to reach their target audience and customers. They are now required to fund and sponsor proven programs and services versus events. In fact, as detailed below, the only sizable sponsorships that RSCCD has received from corporations over the last few years have been for its programs and services, not events, and have been funded through the RSCCDF. With the success of RSCCD's economic and workforce development programs, the RSCCDF is uniquely positioned to use those successes to establish or expand corporate partnerships and take advantage of the changing budgetary environment of corporations by providing them with an option for their 510(c)(3) dollars.

## **Plan**

The next steps in the plan are as follows:

1. Inform current corporate partners of RSCCDF's mission and strategy.

We will meet and make presentations to current partners such as Wells Fargo, which funds the Small Business Development Center (SBDC) and RSCCDF's "Vietnamese Technical Assistance Program" at \$50,000 every year and is looking to establish similar programs for other minority communities; Citibank, which has agreed to partner with the SBDC and RSCCDF to establish a pilot "Supplier Diversity Program" for \$80,000; AT&T which partnered with the Institute for Women Entrepreneurs (IWE) and the RSCCDF to establish the "AT&T Small Business Training Program" at \$25,000; and State Farm Insurance, which has partnered with the SBDC, IWE and the RSCCDF to establish the "Family Business Institute" at pilot funding of \$10,000.

2. Approach current and new corporate partners with partnership opportunities.

In addition to our current corporate partners, we will be meeting with and making proposals for partnership opportunities with new corporate partners. The RSCCDF Executive Director will strategize and partner with RSCCD's economic and workforce development programs to determine the best possible partnership opportunities for both RSCCDF and its corporate partners. Some of the new corporate partners that will be

approached include:

- Disney Corporation establishment of supplier diversity program for small businesses looking to sell to Disney companies.
- Southern California Edison establishment of program to train energy auditors and small business training.
- Allstate establishment of small business training program for people looking to start their own brokerage.
- Wells Fargo establishment of supplier diversity program and small business training.
- Chevron establishment of supplier diversity program and small business training.
- The Gas Company establishment of small business training program.

3. Inform and present proposals to strategic partners in the community.

In order to outreach to new corporate partners, the RSCCDF will meet and present its mission and partnership opportunities to key strategic partners in the community such as Business Councils in Orange County and Los Angeles, state and city economic and workforce development departments and programs, and Chambers of Commerce.

4. Participate and partner with strategic partners on economic and workforce development events and activities.

In order to market partnership opportunities with the RSCCDF, the RSCCDF will participate and partner with key strategic partners in the region such as Chapman University, Cal State Fullerton, University of California, Irvine, Business Councils in Orange County and Los Angeles, state and city economic and workforce development departments and programs, and Chambers of Commerce.

5. Development of a website to assist the RSCCDF's marketing efforts.

BYLAWS  
OF  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT FOUNDATION

ARTICLE I

Purposes

The corporation is dedicated to the support of the programs and services of the Rancho Santiago Community College District and shall have such purposes as are now or may hereafter be set forth in its Articles of Incorporation.

ARTICLE II

Powers

The corporation shall have such powers as are now or may hereafter be granted by the laws governing auxiliary organizations of the California Community Colleges and by the Nonprofit Corporation Law of the State of California, except as limited by the provisions of its Articles of Incorporation of these Bylaws.

ARTICLE III

Offices

The corporation shall have and continuously maintain within the Rancho Santiago Community College District, a principal office for the transaction of the corporation's business.

ARTICLE IV

Membership

Section 1. No Regular Members. In accordance with Section 5310 of the California Nonprofit Public Benefit Corporation Law, the corporation shall have no members within the meaning of Section 5056 of that law. All action which would otherwise require approval by a majority of all members or approval by members shall require only approval of the Board of Directors. All rights which would otherwise vest in members shall vest in the Directors.

Section 2. Persons Associated with the Corporation. By resolution, the Board of Directors may create any advisory boards, councils, honorary memberships or other

bodies as it deems appropriate. The Board of Directors may also, by resolution, confer upon any such class or classes of such persons some or all of the rights of a member under the California Nonprofit Public Benefit Corporation Law other than the right to vote:

- (a) for the election of a Director or Directors or an officer or officers; or
- (b) on a disposition of all or substantially all of the assets of the corporation; or
- (c) on a merger; or
- (d) on a dissolution; or
- (e) on changes to the corporation's Articles of Incorporation or Bylaws.

All such voting rights being vested exclusively in the Board of Directors.

## ARTICLE V

### Board of Directors

Section 1. Definition of Terms. For the purpose of these Bylaws, "Board of Directors" or "Board" refers to the Board of Directors of the corporation, unless otherwise indicated. "District" refers to the Rancho Santiago Community College District. "Board of Trustees" refers to the Board of Trustees of the Rancho Santiago Community College District. "Trustee" refers to a member of the District Board of Trustees. "Chancellor" refers to the Chancellor of the District. "President" refers to the President of the Board of Directors.

Section 2. General Powers. All the business and affairs of the corporation shall be managed and controlled by the Board of Directors.

Section 3. Number. The authorized number of voting Directors shall be not less than seven (7) unless changed by an amendment of these Bylaws.

Section 4. Selection and Tenure. The following District-related persons shall be ex-officio voting Directors of the corporation: the Chancellor, the Vice Chancellor of Business Operations and Fiscal Services, and the Executive Director of the Foundation. The other four (4) initial voting Directors shall be selected as follows: One (1) Trustee appointed by the Board of Trustees who shall serve a one (1) year term. Three (3) or more Directors appointed by the Chancellor shall serve one (1), two (2) or three (3) year terms as determined by the Chancellor. All appointed Directors may have their initial terms extended as determined by the appointing body or individual. All subsequent Directors shall have three (3) year terms.

Section 5. Voting. Each voting member of the Board of Directors shall have one vote. When the business and affairs of the Corporation require a vote between meetings, voting may take place by electronic mail and subsequently ratified at the next scheduled meeting. There shall be no proxy voting permitted for the transaction of any of the business of this corporation.

Section 6. Resignation and Removal. Any Director may resign from the board at any time by giving written notice to the President or Secretary of the corporation and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Directors, except those serving ex-officio and the Director appointed by the Board of Trustees, may be removed from office only by the vote of a majority of the total number of voting Directors on the Board of Directors, subject to the approval of the Chancellor.

Section 7. Vacancies. Any vacancy occurring on the Board of Directors shall be filled by the remaining members of the Board of Directors for the unexpired portion of the term. Vacancies may be left unfilled, at the discretion of the Board of Directors, provided that a minimum of seven members is maintained.

Section 8. Compensation of Directors. No Director shall receive any salary or other similar compensation for any services as a Director; however, the Board of Directors may authorize the reimbursement of actual and necessary expenses incurred by individual Directors performing duties as Directors. Such authorization shall be made in advance of any such expenses being incurred.

Section 9. Inspection by Directors. Each Director shall have the right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the corporation for a purpose reasonably related to such person's interest as a Director provided that such Director shall not have the right to inspect those books, records or documents made privileged or confidential by law. This inspection must be made by the Director in person, provided that the Director may be accompanied by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents. Nothing in this section shall affect the right of the Board of Directors to conduct the business of the corporation as set forth in these Bylaws.

Section 10. Delegation. Pursuant to Section 5210 of the California Corporations Code, the Board of Directors may delegate the management of the activities of the corporation to any person or persons, management company, or committee however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Directors.

Section 11. Conflict of Interest. No member of the Board of Directors shall be financially interested in any contract or other transaction entered into by the Board of Directors that is not in accordance with the conflict of interest provisions set forth in

Education Code Sections 72677-72680. The following relationships are specifically deemed not permissible:

- (a) Any contract, other than an employment contract, directly between the Foundation and a Director.
- (b) Any contracts between the Foundation and a partnership or unincorporated association in which a Director is a partner, or owner, or holder, directly or indirectly, of a proprietorship interest.
- (c) Any contract between the Foundation and a for-profit corporation in which a Director is the owner or holder, directly or indirectly, of 5 percent or more of the outstanding common stock.

There are other relationships, including the following, that are permissible:

- (a) Contracts between the Foundation and a for-profit corporation in which a Director is the owner or holder, directly or indirectly, of less than 5 percent of the outstanding common stock.
- (b) Contracts between the Foundation and a for-profit corporation on whose Board of Directors a Director serves and such Director is the owner or holder, directly or indirectly, of less than 5 percent of the outstanding stock.
- (c) Contracts between the Foundation and a nonprofit corporation on whose Board of Directors a Director serves.

## ARTICLE VI

### Meetings of the Board of Directors

Section 1. Place of Meetings. Meetings of the Board of Directors shall be held at any place within the Rancho Santiago Community College District. In the absence of such designation, meetings shall be held at the principal office of the corporation.

Section 2. Annual Meeting. An annual meeting of the Board of Directors shall be held in June of each year prior to the regular meeting of the Board of Directors. Such meeting shall be for the purpose of appointing Directors and electing Officers, other than ex-officio Officers, of the corporation and for the transaction of such other business as may come before the meeting.

Section 3. Regular Meetings. Regular meetings of the Board of Directors shall be held at least two times per year upon notice in accordance with Section 5 of this Article VI.

Section 4. Special Meetings. Special meetings of Directors may be called by, or at the direction of, the President or by a majority of the voting Directors then in office, to be

held at such time and place as shall be designated in the notice of meeting. The call and notice of a special meeting shall be delivered at least forty-eight hours prior to any meeting and shall specify the time and place of the meeting and the business to be transacted. If notice is given by facsimile or email, such notice shall be deemed delivered when the facsimile or email is transmitted.

Section 5. Notice of Meeting.

(a) Notice of the time and place of any meeting of the Board of Directors other than special meetings shall be given at least seven (7) days previous thereto delivered personally or sent by U.S. mail, email or facsimile to each Director at his or her address or facsimile number as shown in the records of the corporation. If mailed, such notice shall be deemed to be delivered the next day during which regular mail deliveries are made after the day such notice is deposited in the United States Postal Service in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by email or facsimile, such notice shall be deemed delivered when the email or facsimile is transmitted. The business to be transacted at any regular or special meeting of the Board shall be specified in the notice of any such meeting.

(b) The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Open Meetings. All meetings of the Board shall be open and public, and all persons shall be permitted to attend any meeting of the Board, in conformity with the California statutes governing the corporation, commencing with Section 54950 of the Government Code. However, the Board may hold closed sessions during any meeting to consider those matters that may lawfully be considered in such sessions.

Section 7. Quorum and Manner of Acting. A majority of the number of Directors in office shall constitute a quorum of the Board of Directors for the transaction of business, except to adjourn as provided in Section 8 of this Article VI. Every act or decision done or made by a majority of the Directors present at a meeting at which a quorum is present shall be regarded as the act of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of a Director or Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 8. Adjourned Meetings. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the Directors present at any Directors' meeting, either regular or special, may adjourn from time to time until the time fixed by the next regular meeting of the Board of Directors. If the meeting is to be adjourned for more than twenty-four (24) hours, then notice of the adjournment to another time or place shall be given prior to the

time of the adjourned meeting to the Directors who are not present at the time of the adjournment.

Section 9. Minutes of Meetings and Conduct. Regular minutes of the proceedings of the Board of Directors shall be kept in a book provided for that purpose. The Board of Directors may adopt its own rules of procedure insofar as such rules are not inconsistent with, or in conflict with, these Bylaws, the Articles of Incorporation of the corporation or with the California Corporations Code.

## ARTICLE VII

### Officers

Section 1. Officers. The Officers of the corporation shall be a President, Vice President, a Secretary and a Treasurer. The corporation, at the discretion of the Board of Directors, may have additional Officers. Any number of offices may be held by the same person, except that neither the Treasurer nor the Secretary may serve concurrently as the President, except as provided in Article VII Section 6. All Officers shall be voting Directors.

Section 2. Election and Terms of Office. Initially, the Officers of the corporation, other than those serving ex-officio, shall be appointed by the Chancellor and subsequently will be elected by the Board of Directors at its annual meeting. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as may conveniently be scheduled. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Except as provided in the case of Officers appointed under Section 4 of this Article VII, each Officer shall hold office for a term of one (1) year and until his or her successor shall have been elected, unless he or she shall sooner resign, be removed, or become ineligible to continue to serve in such capacity. Elected Officers may serve as many successive one (1) year terms as the Board of Directors deems appropriate.

Section 3. Removal and Resignation. Any Officer elected by the Board of Directors may be removed from office by a majority of the total number of voting Directors whenever, in their judgment, the best interests of the corporation would be served thereby. Any elected Officer may resign from office at any time by giving written notice to the President of the Board or the Secretary of the corporation and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the Officer is a party.

Section 4. Vacancies. A vacancy in any office, other than one occupied ex-officio, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the presiding officer of the Board of Directors. The President shall have such other powers and duties as the Board of Directors may prescribe from time to time.

Section 6. Vice President. In the absence or disability of the President, the Vice President shall perform all of the duties of the President. When so acting, the Vice President shall have all of the powers and duties of the President. The Vice President shall also have such other duties as from time to time may be assigned to her or him by the President or the Board of Directors.

Section 7. Secretary. The Secretary shall keep or cause to be kept a book of minutes at the principal office or at such other place as the Board of Directors may order of all meetings of the Directors, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Directors meetings. The Secretary shall give or cause to be given notice of all the meetings of the Board of Directors required by these Bylaws or by law to be given.

Section 8. Treasurer. The Treasurer shall cause to be kept the financial records of the funds and assets of the Corporation; shall cause to be received and receipted moneys payable to the corporation from any source whatsoever, and deposit all such funds in the name of the corporation in such banks or other depositories as shall be selected; shall be responsible for causing to be kept all books and records or accounts of the financial transactions and affairs of the corporation; and in general cause to be performed all the duties incident to the office of Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her other duties in such sum and with such surety as the Board of Directors shall determine.

Section 9. Executive Director. The Executive Director shall be the Chancellor or an administrator of the Rancho Santiago Community College District designated by the Chancellor. The Executive Director shall act as the Chief Executive Officer of the corporation and shall have general supervision of the affairs of the corporation.

## ARTICLE VIII

### Indemnification of Directors, Officers, and other Agents

Section 1. Right of Indemnity. To the fullest extent permitted by law, the corporation shall indemnify its Directors, Officers, employees, and other persons described in Section 5238 (a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that Section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this Bylaw, shall have the same meaning as in Section 5238 (a) of the California Corporations Code.

Section 2. Approval of Indemnity. On written request to the Board by any person seeking indemnification under Section 5238 (b) or Section 5238 (c) of the California Corporations Code, the Board shall promptly determine under Section 5238 (e) of the California Corporations Code whether the applicable standard of conduct set forth in

Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board shall authorize indemnification.

Section 3. Advancement of Expenses. To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under these Bylaws in defending any proceeding covered by those Sections shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the corporation for those expenses.

Section 4. Insurance. The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its Officers, Directors, employees, and other agents, against any liability asserted against or incurred by any Officer, Director, employee, or agent in such capacity or arising out of the Officer's, Director's employee's or agent's status as such.

## ARTICLE IX

### Committees and Advisory Boards

Section 1. Committees. The Board may appoint one or more committees, each consisting of two or more voting Directors, and delegate to such committees any of the authority of the Board except with respect to:

- (a) The filling of vacancies on the Board or in any committee;
- (b) The fixing of compensation of the Directors for serving on the Board or on any committee, should Article V, Section 7 be amended to allow such compensation;
- (c) The amendment or repeal of Bylaws or the adoption of any new Bylaws;
- (d) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (e) The appointment of other committees of the Board or the members thereof; or
- (f) The approval of any self-dealing transaction, as such transactions are defined in Section 5233 (a) of the California Nonprofit Corporation Law.

Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the Directors then in office, provided a quorum is present. The President shall appoint the Chairs of all committees from among the members thereof. The Board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be

conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Minutes shall be kept of each meeting of each committee.

Section 2. Advisory Boards. The Board may appoint one or more advisory boards, each consisting of two (2) or more voting Directors or non-Directors. Such advisory boards shall have their membership and functions defined by a Resolution of the Board. The Chancellor shall appoint the Chairs of all advisory boards. Advisory boards shall make recommendations to the Board of Directors through the Chancellor; but shall not have the authority of the Board with regard to any matters they may consider. Minutes shall be kept of each meeting of each advisory board.

## ARTICLE X

### Contracts, Loans, Checks, Deposits, and Gifts

Section 1. Contracts. The Board of Directors may authorize any Officer or agent of the corporation, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. The Board of Directors shall not make any loan of money or property to or guarantee the obligation of any Director.

Section 3. Borrowing. No loan shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

Section 4. Checks, Drafts, Etc. All checks, drafts, or orders for the payment of money shall be signed by not less than two officers, or agents, (one of whom is an employee designated by the College), of the corporation, in such manner as determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President of the corporation.

Section 5. Deposits. All funds of the corporation shall be deposited in a timely manner to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 6. Gifts, Donations, Bequests, Devises and Trusts. The Board of Directors may at their discretion accept on behalf of the corporation any gift, donation, bequest, devise and Trust for the general purpose or for any specific purposes of the corporation.

Section 7. Specially Funded Grants. Any specially funded grants for research and other projects shall be accepted by the Board of Directors in accordance with policies and procedures established by the Board of Trustees.

## ARTICLE XI

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the corporation shall begin on the first day of July and end on the last day of June in each year unless otherwise determined by resolution of the Board of Directors.

Section 2. Rules. The Board of Directors may adopt, amend, or repeal rules not inconsistent with these Bylaws for the management of the internal affairs of the corporation and the governance of its Officers, agents, committees, and employees.

Section 3. Books and Records. The corporation shall keep correct and complete books and records of account and shall also keep records and minutes of the proceedings of the Board of Directors and committees. Copies of the minutes of the Board of Directors and of the committees shall be regularly distributed to each member of the Board of Directors.

Section 4. Waiver of Notice. Whenever any notices are required to be given under the provisions of the Nonprofit Corporation Act of the State of California, or under the provisions of the Articles of Incorporation of the corporation, or these Bylaws, a waiver thereof in writing signed by the persons entitled to such notice, whether dated before or after the time stated herein, to the extent permitted by law, shall be deemed equivalent to the giving of such notice.

Section 5. Attorney and Accountant Services. The Board of Directors shall have the benefit of the advice and counsel of at least one attorney admitted to practice law in the State and at least one licensed certified public accountant. Neither the attorney at law nor the certified public accountant need be members of the Board of Directors.

Section 6. Submission of Annual Program and Budget. The Board of Directors shall submit its program and budget for the next fiscal year to the Chancellor for his/her approval on or before June 30 of each year. Should the Chancellor determine that any program or appropriation planned by the corporation is not consistent with the policies of the Board of Trustees, the program or appropriation shall not be implemented. Further, should a program or appropriation which had received approval, upon review, be determined by the Chancellor to be operating outside of the scope of the policies of the Board of Trustees, then that program or appropriation shall be discontinued by direction of the Chancellor until further review is accomplished and an appropriate adjustment is made.

Section 7. Dissolution. In the event that the Corporation is dissolved pursuant to action by the Board of Trustees of the Rancho Santiago Community College District, all assets of the Corporation shall be distributed to the District.

## ARTICLE XII

Amendment to Bylaws

These Bylaws may be amended at any regular meeting of the Board of Directors, or at any special meeting called solely for that purpose, only by the vote of a majority of the total number of voting Directors on the Board of Directors, subject to the written approval of the Chancellor, providing that the amendment has been submitted in writing at the previous regular meeting, or submitted in writing to the Directors at least thirty (30) days prior to the next regular meeting of the Board of Directors.

XII F-1  
 D. Cameli 4/3/2014

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**CONFERENCE REQUEST CLAIM**  
 COMPLETE THIS FORM BEFORE ATTENDING (SEE INSTRUCTION ON BACK)

Raul Rodriguez / 1778124 / 09-18-2014  
 Employee Name Employee No. Request Date  
 Accounts Numbers: 11-0000-676000-81100-8210 Dept/Location: Chancellor's Office / DO Tel. No.: 714 - 480 - 7450

**PART I: REQUEST FOR APPROVAL/APPROVED ESTIMATED EXPENSES**

Meeting with CEO of Colleges of Excellence / 04-02-2014  
 Title of Conference/Seminar Dates of Attendance/Travel

San Francisco, CA  
 Location (City/State)

Briefly narrate purpose of Conference/Seminar and benefits to District: Establish relationship for future opportunities in working with Colleges of Excellence in Saudi Arabia  
 Sponsoring Organization: Requester's Signature

**ESTIMATE EXPENSES**

Transportation	\$ <u>498.00</u>	Meal	\$ _____
Registration	\$ _____	Other	\$ _____
Lodging	\$ _____		
<b>TOTAL:</b>		<b>\$</b>	<b><u>498.00</u></b>

**APPROVED ESTIMATED EXPENSE**  
 (to be completed by administrator)

**TOTAL APPROVED ESTIMATED EXPENSES**  
 \$ 498.00

496.00  
 Signature of Administrator/Manager

[Signature] / 3-20-14  
 Date of Board Approval (if required) Signature of Chancellor, Vice Chancellor or President Date

**PART II: REQUEST FOR ADVANCES (submit requisition and 2 photocopies - see instructions)**

- (1) Transportation \_\_\_\_\_ \$ \_\_\_\_\_
  - (2) Registration Fee (payee) \_\_\_\_\_ \$ \_\_\_\_\_
  - (3) Lodging (payee) \_\_\_\_\_ \$ \_\_\_\_\_
  - (4) Cash Advance (payee) \_\_\_\_\_ \$ \_\_\_\_\_
- TOTAL ADVANCE: must not exceed 75% of Total Approved Estimated Expense** \$ 0.00

**PART III: ACTUAL EXPENSE REPORT/CLAIM FOR REIMBURSEMENT (complete and submit to Accounts Payable after attendance)**

- (1) Transportation (attach receipt) X Air \_\_\_\_\_ Rail \_\_\_\_\_ Bus \_\_\_\_\_ 1. \$ 496.00  
 Auto: (not to exceed plane fare) \_\_\_\_\_ to \_\_\_\_\_  
(odometer readings)  
**TOTAL MILES** \_\_\_\_\_ x \* **\$0.585** = \$ \_\_\_\_\_ 0.00
- (2) Registration Fee (attach receipt) ..... 2. \$ \_\_\_\_\_
- (3) Lodging (attach receipt/exclude phone calls; parking) ..... 3. \$ \_\_\_\_\_

(4) Meals

Date	Breakfast	Lunch	Dinner	TOTALS
				0.00
				0.00
				0.00
				0.00

**TOTAL MEALS** 4. \$ 0.00

- (5) Other Expenses \$ 162.41 \$ 15.00 - CART  
 (itemize and attach receipts) BUSINESS MEAL 20.00 - AIRPORT PKG  
**TOTAL OTHER EXPENSE** 5. \$ 177.41
- TOTAL EXPENSE (not to exceed Approved Estimated Amount)** \$ 693.41

- (6) Less Advances: (see PART II) ..... 6. \$ 0.00  
**AMOUNT DUE RSCCD (Total Advances exceed Total Expenses)**  
**AMOUNT DUE CLAIMANT (Total Expenses exceed Total Advances)** \$ 693.41

I certify that the above are actual and necessary expenses incident to this conference and if mileage is being claimed hereon, I had at the time of the use of my private automobile such insurance as required by district rules and regulations for Public Liability and Property damage.  
 Signature of Claimant: [Signature]

XII.F-2



**Thank you for your purchase!**

Orange County/Santa Ana, CA - SNA to San Francisco, CA - SFO

**Air**

Confirmation #7M5XRL

Orange County/Santa Ana, CA - SNA to San Francisco, CA - SFO  
Wednesday, April 2, 2014

**Air Total: \$496.00**

**Amount Paid  
\$496.00**

**Trip Total  
\$496.00**

**WED 04/02/14 - San Francisco**

**AIR**

Orange County/Santa Ana, CA - SNA to San Francisco, CA - SFO  
04/02/2014

Confirmation #  
**7M5XRL**

Adult Passenger(s)

RAUL RODRIGUEZ

Subscribe to Flight Status Messaging

Rapid Rewards #

0000089081355

<b>DEPART</b> APR 2 <b>WED</b>	<b>08:25 AM</b>	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #204	Wednesday, April 2, 2014
	<b>09:50 AM</b>	Arrive in San Francisco, CA (SFO)	WIFI available	Travel Time 1 h 25 m (Nonstop) Business Select
<b>RETURN</b> APR 2 <b>WED</b>	<b>04:55 PM</b>	Depart San Francisco, CA (SFO) on Southwest Airlines	Flight #328	Wednesday, April 2, 2014
	<b>05:55 PM</b>	Arrive in Orange County/Santa Ana, CA (SNA)	WIFI available	Travel Time 1 h 20 m (Nonstop) Business Select

**What you need to know to travel:**

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

**PRICE: ADULT**

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SNA-SFO	<b>Business Select</b> Super Benefits	<ul style="list-style-type: none"> <li>Priority Boarding</li> <li>Maximum Rapid Rewards® Points</li> <li>Fully Refundable</li> </ul>	1	\$248.00
Return	SFO-SNA	<b>Business Select</b> Super Benefits	<ul style="list-style-type: none"> <li>Priority Boarding</li> <li>Maximum Rapid Rewards® Points</li> <li>Fully Refundable</li> </ul>	1	\$248.00

Enroll in Rapid Rewards and earn at least 5202 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

**Subtotal \$496.00**  
Fare Breakdown

X11. F-3

Southwest Airlines - Purchase Confirmation

<https://www.southwest.com/reservations/confirm-reservations.html?d...>

Carry-on Items: 1 bag + 1 small personal item are free, see full details.  
Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:  
\$496.00

Gov't taxes & fees now included

Purchaser Name: Raul Rodriguez      Billing Address: 2323 N. Broadway  
Santa Ana, CA US 92706

Form of Payment	Amount Applied
Visa - XXXXXXXXXXXX7880	\$496.00

Amount Paid  
\$496.00

Trip Total  
\$496.00

X11-F-4

TVM No.: 5320  
BART  
SFIA  
497 North Link Road

DATE: 04/02/14  
TIME: 10:22 AM

Visa  
Credit Card Sale

CARD NO. 7550  
AMOUNT \$ 15.00  
AUTH. # 002095  
REF. # 285752

AMOUNT AUTHORIZED 15.00

TRANS. INFO QTY. \$  
TKT/S REQ 1 19.20  
TKT/S ISSUED 1 19.20  
BA SN 00618485

TRAN ID # 120061

Thanks for riding BART.

*ROUND TRIP - SFO TO  
DOWNTOWN SF TO  
SFO*

John Wayne Airport  
18601 Airport Way  
Santa Ana, CA 92707

C1L1MPS4 04/02/14 18:35  
Cashier 64  
Receipt 053655

Short-term parking tkt

C - No. 029498

04/02/14 07:05 -

04/02/14 18:35 -

Period 0d11h30'

(.) \$20.00

Sub Total \$20.00

. \$0.00

Total \$20.00

Payment Received

VISA \$20.00

XXXXXXXXXXXX7550

Merch:226015200992

Auth:002522

Type: Swiped

All Amounts in USD.

*PARKING AT SNA*

\*\*\*\*\*  
\* Customer Copy \*  
\*\*\*\*\*

Tadich Grill  
240 California St  
San Francisco, CA  
415-391-1848

Date: 04/02/14  
Time: 1:08 PM  
Server: 48. Jan  
Order: 1283581  
Description: Table 21

Card Type: Visa/MC  
Card No: XXXXXXXXXXXX7550  
Expires: XX/XX  
Appr Code: 002801

Purchases: \$ 147.41

Tip: \$ 15.00

Total: \$ 162.41  
RODRIGUEZ/RAUL

I agree to pay the above total amount according to the card issuer agreement.

\*\*\*\*\*

Tadich Grill  
240 California St  
San Francisco CA  
Tel. 415-391-1848

04/02/14 1:04 PM  
Order 1283581 Table 21  
Cust 3 Waiter 48 Jan

\*\*\*\*\*

1 Boston Chowder	0.00
Cup	8.50
1 Soup du jour	0.00
Cup	6.50
1 Coney Island Chowder	0.00
Cup	6.50
1 BRANZINO SP	23.95
1 Broiled Petrale Sole	27.95
1 Broiled Salmon Filet	30.95
1 Hot Asparagus	8.85
1 Sm.Bottled Water	3.50
3 Arnold Palmer	9.75
4 Diet	11.00

Taxable: 135.55

Sub-total: 135.55

Sales Tax: 11.88

Total Due: 147.41

BUSINESS MEAL

ATTENDEES: RAUL RODRIGUEZ, CHANCELLOR  
ENRIQUE PÉREZ, ASST. VC-ED SVCS  
SALLY ALAMR, CEO, COLLEGES OF EXCELLENCE

RE: ASSIST IN DEVELOPING TECHNICAL COLLEGES IN SAUDI ARABIA

XII-F-6

5500414	11/25/14	0031034	11_000_675000_51100_5210	136.20
5500414	11/25/14	0031034	11_000_675000_51100_5210	133.26
5500414	11/25/14	0030097	11_000_675000_51100_5210	1,360.18
5500414	11/25/14	0027582	11_000_660000_51100_5560	50.00
5500414	11/25/14	0027584	11_000_675000_51100_5210	692.71
5500414	11/25/14	0027583	11_000_660000_51100_4710	377.66

TOTAL 1,364.81 0.00 \*\*\*\*\*3,364.81

THREE THOUSAND THREE HUNDRED SIXTY FOUR & 81/100

0392024

Wells Fargo Bank

0101

\*\*\*\*\*3,364.81

\*\*VOID\*\* FILE COPY \*\*VOID\*\*

05/06/14

\*\*VOID\*\* FILE COPY \*\*VOID\*\*



X11.5-7

Prepared For	RAUL RODRIGUEZ
Account Number	4866 2002 2543 7550
Statement Closing Date	04/25/14
Credit Line	\$10,000
Available Credit	\$6,404

Send Inquiries To:  
WF BUSINESS DIRECT PO BOX 348750 SACRAMENTO, CA 95834

Send Payments To:  
PAYMENT REMITTANCE CENTER PO BOX 54349 LOS ANGELES, CA 90054-0349

Account Summary	
Previous Balance	\$2,291.90
- Credits	\$0.00
- Payments	\$2,841.90
+ Purchases & Other Charges	\$3,364.81
+ Cash Advances	\$0.00
+ FINANCE CHARGE	\$0.00
= New Balance	\$2,814.81

Payment Information	
New Balance	\$2,814.81
Current Payment Due	\$56.00
Current Payment Due Date	05/16/14

For your records:

Amount Paid:  
\$

Check Number:  
[ ]

Date Paid:  
[ ]

Business Card Rewards - Company Level

Membership No: 06046977

Previous Balance	Points Earned this Month	Points Traded this Month	Bonus/ Adjustments	Earn More Mail® Bonus Points	Total Available
30,046	3,365	5,834	0	0	39,245

Rewards Notice

Point balance and program information available 24 hours a day, 7 days a week at WellsFargoRewards.com

Rate Information

IF YOU WISH TO PAYOFF YOUR BALANCE IN FULL;  
THE BALANCE NOTED ON YOUR STATEMENT IS NOT THE PAYOFF AMOUNT. PLEASE CALL 800-225-5935 FOR PAYOFF INFORMATION.  
YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT

Type of Balance	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	15.240%	.04175%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	23.990%	.06572%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Days in Billing Cycle 29

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
03/27	03/28	2469216F800445E75 04/16/14	SOUTHWES 5262403226284800-435-9792 TX RODRIGUEZ/RAUL		496.00 ✓
		1 WN K	SANTA ANA SAN JOSE		
		2 WN K	SAN JOSE SANTA ANA		
03/31	03/31	2443186FBLDT9TW9Y	CADIZ SANTA BARBARA CA		48.88
04/02	04/02	2449215FDBNDPG7YX	TADICH GRILL SAN FRANCISCO CA		162.41
04/02	04/02	2449215FD6S8HJSHN	BART SFIA 5104846979 CA		15.00
04/02	04/02	2449398FDFMTPYRQ	JWA PARKING COSTA MESA CA		20.00
04/04	04/04	2449215FF5S8JD3D8	BART-W DUBLIN PLEAS QPS 5104846979 CA		10.00
04/04	04/04	2449215FF8ABJD6V1	BART-COLISEUM QPS 5104846979 CA		3.00
04/05	04/05	2416407FGJBSLDHNV	WASH METRORAIL WASHINGTON DC		20.00
04/05	04/05	2422443FH2Y2KFS7V	ZAYTINYA, MEZZE AN WASHINGTON DC		103.90
04/05	04/05	2449398FFHH6J93LF	SUPERSHUTTLE EXECUCARWDC 800-258-3826 VA		29.00
04/07	04/07	2416407FHJBTPYB4B	WASH METRORAIL WASHINGTON DC		20.00
04/07	04/07	2443105FJRQEBGKPN	PRET A MANGER 0059 WASHINGTON DC		6.47
04/08	04/08	2443105FK5SE2E448	CAPITOL CITY BREWING DWN WASHINGTON DC		33.00
04/09	04/09	2434285FLLBXM567P	Founding Farmers DC Washington DC		33.10
04/09	04/09	2422443FL2ZY1537X	COSI - 681 WASHINGTON DC		10.09
04/09	04/09	2449398FKHH6TH783	SUPERSHUTTLE EXECUCARBWI 800-258-3826 MD		45.55
04/09	04/09	7485620FLOA82TXEM	BRANCH PAYMENT CHECK REF# DZE2M6BHKM	2,841.90	

See reverse side for important information.

PAID





Prepared For  
Account Number Ending:  
Statement Closing Date:

PAUL RODRIGUEZ  
10  
03/27/14

XII-FC  
VISA

**Transactions**

Trans	Post	Reference Number	Description	Credits	Charges
		1 HA X	MESA MESA		
		1299157	HAWAIIAN AIRLIN		
03/14	03/14	2476197ES7YLV5N5R	WAIKIKI RESORT ILIMA C HONOLULU HI		15.02 ✓
03/15	03/15	2468216ES00LGXYXN	DORAKU KAKA'AKO HONOLULU HI		34.48 ✓
03/15	03/15	2475542EV4QQYBFAJ	LAX AIRPORT LOT C LOS ANGELES CA		60.00 ✓
03/17	03/17	2468216EX000TV33H	SOUTHWES 5262400386410800-435-9792 TX		584.00 ✓
		04/10/14	RODRIGUEZ/RAUL		
		1 WN K	BALTIMORE PHOENIX		
		2 WN K	PHOENIX OAKLAND		
03/17	03/17	2468216EX000TV339	SOUTHWES 5262400384972800-435-9792 TX	\$17.00	577.00 ✓
		04/04/14	RODRIGUEZ/RAUL		
		1 WN K	OAKLAND CHICAGO		
		2 WN K	CHICAGO WASHINGTON		
03/17	03/17	7468216EX000S06FL	SOUTHWES 5262186430717800-435-9792 TX	1,142.00 ✓	
03/19	03/19	2468216EZ00ORKAZ34	SOUTHWES 5262400943509800-435-9792 TX		496.00 ✓
		04/02/14	RODRIGUEZ/RAUL		
		1 WN K	SANTA ANA SAN FRANCISCO		
		2 WN K	SAN FRANCISCO SANTA ANA		
03/20	03/20	2468216EZ00H64BR3	VZWRLSS*PRPAY AUTOPAY 888-294-6804 CA		50.00 ✓
03/21	03/21	2449215F193G9A3T8	YELLOW CAB OF SACTO. SACRAMENTO CA		52.21 ✓
03/21	03/21	2449398F0HH5P29AF	SUPERSHUTTLE EXECUCARSAC 800-258-3826 CA		15.00 ✓
03/21	03/21	2449398F10F1A41B9	JWA PARKING COSTA MESA CA		20.00 ✓
03/21	03/21	2461043F203RX9A1P	RESIDENCE INNS@CAPITOL PK SACRAMENTO CA		292.30 ✓
03/25	03/25	2449398F48B6WAJ5F	COMM COLLEGE LEAGUE CA SACRAMENTO CA		250.00 ✓

Take Arrowhead →

**Wells Fargo News**

EFFECTIVE APRIL 2014, THE CASH ADVANCE FEE AND TWO OF THE INTEREST RATES THAT APPLY TO YOUR BUSINESS CARD ACCOUNT ARE CHANGING. THE NEW RATES WILL APPLY TO BOTH NEW TRANSACTIONS AND EXISTING BALANCES. THE NEW RATES ARE AS FOLLOWS:

- The rate applied to new and existing CASH balances will increase to the Wells Fargo Prime Rate + 20.74%.
- The rate applied to all balances if you DEFAULT under the Customer Agreement will be increased to the Wells Fargo Prime Rate + 24.74%, subject to a maximum rate of 29.99%.
- Cash Advance Transaction Charges will increase for any cash advance transaction made on or after APRIL 1, 2014.
- The Cash Advance Transaction Charge will be 4% of the transaction amount, subject to a minimum of \$10 and a maximum of \$175.

PAID

XII. G-1



2323 North Broadway • Santa Ana, CA 92706 • (714) 480-7300 • [www.rccd.edu](http://www.rccd.edu)

[www.rccd.edu](http://www.rccd.edu) • [www.rccd.edu](http://www.rccd.edu)

## Chancellor's Office

**To:** Adam O'Connor  
**From:** Chancellor Raúl Rodríguez  
**Date:** April 15, 2014  
**Subject:** Donation to RSCCD Foundation

Adam,

We'd appreciate if you'd be good enough to see that the enclosed check from SchoolsFirst in the amount of \$15,000 is deposited into the RSCCD Foundation account.

Thank you for your assistance.

Enclosure

cc: Enrique Pérez, J.D.

X11. G-2



April 8, 2014

Dr. Raul Rodriguez, Chancellor  
Rancho Santiago Canyon Community College District  
2323 N. Broadway  
Santa Ana, CA 92706

Dear Chancellor Rodriguez,

Enclosed is a \$15,000 donation to the foundation to be used at your discretion. We are glad to be partners with you and the foundation.

If I can be of further assistance, please feel free to contact me.

Cordially,

A handwritten signature in cursive script that reads "Kristin S. Crellin".

Kristin S. Crellin  
Executive Director  
School and Community Relations

## **Rancho Santiago Community College District Foundation**

***Draft (short version)***

### **Mission Statement**

The mission of the Rancho Santiago Community College District Foundation is to enhance the economic development of our region and to generate revenue to supplement the resources of the district and its two colleges, Santa Ana College and Santiago Canyon College.

## **Rancho Santiago Community College District Foundation**

### ***Draft (long version)***

### **Mission Statement**

The mission of the Rancho Santiago Community College District Foundation (RSCCD Foundation) is to enhance the economic development of our region and to generate revenue to supplement the resources of the district and its two colleges, Santa Ana College and Santiago Canyon College. The RSCCD Foundation will accomplish this purpose by undertaking various activities, such as: engaging in partnerships with local businesses and organizations to further their economic or workforce development goals; adopting a global perspective so that the district's education and training services can be delivered irrespective of time, place, or national boundaries; recruiting international students to our two colleges to enhance campus diversity and to bring foreign resources into our local economy; as well as other activities approved by the Board of Directors that further the purpose of the foundation.

T +966 11 2896501 هاتف المملكة العربية السعودية ص.ب. الرياض 11416  
F +966 11 4039722 فاكس Kingdom of Saudi Arabia P.O.Box 22870 Riyadh 11416

DATE: 22 January 2015

Rancho Santiago Community College District Foundation  
2323 North Broadway  
Santa Ana, California  
United States of America 92706

Kind Attention: Dr. Raul Rodriguez

**Capability Building Contracts – Binding Letter of Execution (the Letter)**

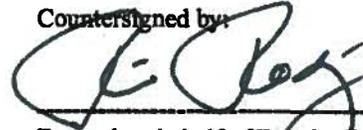
Dear Dr. Raul Rodriguez,

1. Further to our process letter dated 18 January 2015, you have been selected as preferred bidder to provide capability building services in respect of the following colleges:
  - a) AlBaha College of Technology, b) Khamis Mushait College of Technology
2. By returning a countersigned copy of this Letter by no later than 31 January 2015 you agree to:
  - (a) complete the College Assessment Plan (as defined in the Form of Agreement set out in Annex 1) by no later than 7 March 2015;
  - (b) subject to paragraph 3 below, enter into the Form of Agreement without amendment by no later than 19 March 2015 (the **Signing Date**).
3. We understand that certain of the agreed technical and commercial positions set out in the Schedules to the Form of Agreement may require refinement following completion of the College Assessment Plan. Consequently, prior to the Signing Date, we will consider amending the Form of Agreement to reflect a possible increase in the Base Payment (as defined in the Form of Agreement) of up to 30% provided you have provided detailed reasoning supporting the need for such amendment and all rates to calculate such increase are in accordance with the rates provided by you in the revised financial proposal dated 13 Jan 2015..
4. Clauses 33 and 35 of the Form of Agreement shall be deemed to apply to this Letter.
5. If you fail to execute the Form of Agreement by the Signing Date (or such later date as may be notified by us), we shall be entitled to terminate this Letter with immediate effect by giving written notice and award the services to any other tenderer.
6. This Letter shall be governed by and construed in accordance with the laws of Saudi Arabia and is legally binding on both signatories.

Yours sincerely,

**Saleh Abdulrahman Alamr**  
**Chief Executive Officer**  
For and on behalf of Colleges of Excellence Company

Countersigned by:



For and on behalf of Rancho Santiago  
Community College District Foundation  
Date: January 28, 2015



**RSCCD FOUNDATION**

VENDOR NO: 1060581 NAME: Gustavo Chamorro

X11. J-1

CHECK NO: 0014603  
CHECK DATE: 04/27/15

ACCCOUNT	PO NUMBER	INVOICE NUMBER	NET AMOUNT	DESCRIPTION
91_0000_910000_54112_5820		CHAMORRO22715		SAUDI TRIP FEB 12-27
			604.37	
	<b>TOTAL</b>			

RSCCD FOUNDATION  
2323 North Broadway  
Santa Ana, CA 92706

SchoolsFirst Fed Credit Union  
Santa Ana, CA 92706  
90-8200/3222

CHECK NO: 0014603

PAY  
SIX HUNDRED FOUR & 37/100

Date 04/27/15

TO THE ORDER OF Gustavo Chamorro  
2323 North Broadway  
Santa Ana CA 92706

Amount \*\*\*\*\*604.37

**RSCCD FOUNDATION**

VENDOR NO: 1060581 NAME: Gustavo Chamorro

CHECK NO: 0014603  
CHECK DATE: 04/27/15

ACCCOUNT	PO NUMBER	INVOICE NUMBER	NET AMOUNT	DESCRIPTION
91_0000_910000_54112_5820		CHAMORRO22715		SAUDI TRIP FEB 12-27
			604.37	
	<b>TOTAL</b>			

THIS CHECK IS VOID WITHOUT A BLUE S PFD BACKGROUND AND A TRUE WATERMARK. HOLD UP TO THE LIGHT TO VERIFY.

VOID UNLESS PRESENTED WITHIN 6 MONTHS

**RSCCD FOUNDATION**

2323 North Broadway  
Santa Ana, CA 92706

SchoolsFirst Fed Credit Union  
Santa Ana, CA 92706  
90-8200/3222

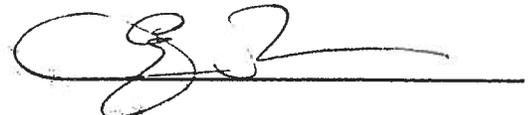
CHECK NO: 0014603

PAY  
SIX HUNDRED FOUR & 37/100

Date 04/27/15

TO THE ORDER OF Gustavo Chamorro  
2323 North Broadway  
Santa Ana CA 92706

Amount \*\*\*\*\*604.37



AUTHORIZED SIGNATURES REQUIRED

0014603 3222820014010103478756

Voucher 0405848

XII.J-2

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT FOUNDATION  
ACCOUNT TRANSACTION REQUEST FORM

Please be legible/requests MUST be typed or printed.

VENDOR 1060581

FISCAL YEAR 2014-2015 ACCOUNT NAME: RSCCD Foundation

I REQUEST FOR CHECK FROM EXISTING ACCOUNT-ATTACH ORIGINAL RECEIPTS AND/OR INVOICES FOR PAYMENT

Amount \$ 604.37 Check # \_\_\_\_\_ Acct # 91-0000-910000 Voucher # \_\_\_\_\_

Orgkey-Object  
xxxxxxxxxxxxxxxxxxxx -xxxx 34112-5820

Check Payable to: Gustavo Chamorro  
Address: DNC Digital Media Center  
1300 S. Bristol St  
Santa Ana, CA 92704

Return Check to Requestor  Mail Check to Vendor

Purpose of Check: NOTE: BE SPECIFIC: Indicate below if this is to be a reimbursement, purchase of supplies/equipment, etc. (This includes closure of Account.)  
Reimbursement for expenses Related to Saudi Arabia trip  
in Feb. 2015, Mileage, Airport Parking, phone charges

FOR FOUNDATION OFFICE USE ONLY  
For Independent Contractor: Contract on File \_\_\_\_\_ 1099 Required \_\_\_\_\_ (Private/Partnership) Corporation \_\_\_\_\_

FISCAL YEAR \_\_\_\_\_ ACCOUNT NAME: \_\_\_\_\_

II DEPOSIT INTO EXISTING ACCOUNT

Checking \_\_\_\_\_ Savings \_\_\_\_\_ Other \_\_\_\_\_ Receipt # \_\_\_\_\_ Deposit Date \_\_\_\_\_ Session # \_\_\_\_\_

Amount \$ \_\_\_\_\_ Check No. \_\_\_\_\_ Cash \_\_\_\_\_ Acct # \_\_\_\_\_

Orgkey-Object  
xxxxxxxxxxxxxxxxxxxx -xxxx

Purpose: \_\_\_\_\_

FISCAL YEAR \_\_\_\_\_ ACCOUNT NAME: \_\_\_\_\_

III TRANSFER OF FUNDS and/or JE JE # \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

Note: Include Account Name Number if NEW account, must be accompanied by NEW ACCOUNT REQUEST FORM also indicate below which Bank Accounts are affected by the transfer if any.

DEBIT			CREDIT		
ACCT #	Orgkey-Object xxxxxxxxxxxxxxxxxxxx -xxxx	AMOUNT	ACCT #	Orgkey-Object xxxxxxxxxxxxxxxxxxxx -xxxx	AMOUNT

Purpose: \_\_\_\_\_

All account activity MUST be authorized by appropriate account administrator.

Patricia S. Duenez 4/2/15  
Requestor Date

[Signature]  
Foundation Director Date

\_\_\_\_\_  
Authorized Signer (2nd Approval) Date

ORIGINAL X11.J-3

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

CONFERENCE REQUEST CLAIM

COMPLETE THIS FORM BEFORE ATTENDING (SEE INSTRUCTION ON BACK)

Dr. Gustavo Chamorro

Employee Name

1060851

Employee No.

February 3<sup>rd</sup>, 2015

Request Date

Accounts Numbers: RSCCD Foundation

Dept/Location: DMC

Tel. No.: 714-241-5810

PART I: REQUEST FOR APPROVAL/APPROVED ESTIMATED EXPENSES

TVTC Technical & Vocational Training Corp. Site Visits

Feb. 12th -27th 2015

Title of Conference/Seminar

Dates of Attendance/Travel

Riyadh Kingdom of Saudi Arabia

Location (City/State)

RSCCD Foundation / site visits to TVTC

Sponsoring Organization

Briefly narrate purpose of Conference/Seminar and benefits to District:

Requestor's Signature

ESTIMATE EXPENSES

Transportation \$ Meal \$
Registration \$ Other \$ 650.00
Lodging \$
TOTAL: \$ 650.00

APPROVED ESTIMATED EXPENSE

(to be completed by administrator)
TOTAL APPROVED ESTIMATED EXPENSES
\$ 650.00

Signature of Administrator/Manager

Date of Board Approval (if required)

Signature of Chancellor, Vice Chancellor or President

Date

PART II: REQUEST FOR ADVANCES (submit requisition and 2 photocopies - see instructions)

- (1) Transportation \$
(2) Registration Fee (payee) \$
(3) Lodging (payee) \$
(4) Cash Advance (payee) \$
TOTAL ADVANCE: must not exceed 75% of Total Approved Estimated Expense \$ 0.00

PART III: ACTUAL EXPENSE REPORT/CLAIM FOR REIMBURSEMENT (complete and submit to Accounts Payable after attendance)

- (1) Transportation (attach receipt) Air Rail Bus 1. \$ 0.00
Auto: (not to exceed plane fare) to (odometer readings)
TOTAL MILES 78.58 x \* \$0.575 = \$ 45.18
(2) Registration Fee (attach receipt) 2. \$
(3) Lodging (attach receipt/exclude phone calls; parking) 3. \$

Table with 5 columns: Date, Breakfast, Lunch, Dinner, TOTALS. Rows show meal expenses totaling 0.00.

TOTAL MEALS 4. \$ 0.00

- (5) Other Expenses \$ 420.00 \$ 139.19
(Parking Telephone)
TOTAL OTHER EXPENSE 5. \$ 559.19

TOTAL EXPENSE (not to exceed Approved Estimated Amount) \$ 604.37

- (6) Less Advances: (see PART II) 6. \$ 0.00
AMOUNT DUE RSCCD (Total Advances exceed Total Expenses)/
AMOUNT DUE CLAIMANT (Total Expenses exceed Total Advances) \$ 604.37

I certify that the above are actual and necessary expenses incident to this conference and if mileage is being claimed hereon, I had at the time of the use of my private automobile such insurance as required by district rules and regulations for Public Liability and Property damage.

Signature of Claimant:

Notes

XII. J-4



Trip to:  
**1300 S Bristol St**  
Santa Ana, CA 92704-3424  
78.58 miles / 1 hour 27 minutes

Download  
Free App

**1300 S Bristol St, Santa Ana, CA 92704-3424**

1. Start out going **south** on **S Bristol St** toward **W Elder Ave.**

**1.0 MI**

*1.0 Mi Total*

2. Turn **right** onto **W Warner Ave.**

**4.6 MI**

*5.6 Mi Total*

*1-800-Flowers.Com is on the right  
If you reach W Central Ave you've gone about 0.2 miles too far*

3. Merge onto **I-405 N / San Diego Fwy N** toward **Long Beach.**

**29.5 MI**

*35.0 Mi Total*

4. Merge onto **I-105 W / Glenn Anderson Fwy W** via **EXIT 45A** toward **EI Segundo.**

**2.4 MI**

*37.4 Mi Total*

5. Merge onto **S Sepulveda Blvd / CA-1 N** via **EXIT 1C** toward **LAX Airport.**

**0.9 MI**

*38.3 Mi Total*

6. Take the ramp toward **LAX Airport - All Terminals / Century Blvd.**

**0.05 MI**

*38.4 Mi Total*

7. Keep **straight** to take the ramp toward **LAX Airport - All Terminals / Century Blvd.**

**0.06 MI**

*38.4 Mi Total*

8. Keep **straight** to take the ramp toward **LAX Airport - All Terminals / Century Blvd.**

**0.07 MI**

*38.5 Mi Total*

9. Keep **right** to take the ramp toward **Arriving Flights / Baggage Claim / LAX Airport - All Terminals.**

**0.08 MI**

*38.6 Mi Total*

10. Keep **straight** to take the ramp toward **Arriving Flights / Baggage Claim.**

**0.02 MI**

*38.6 Mi Total*

11. Keep **left** to take the ramp toward **Arriving Flights / Baggage Claim.**

**0.2 MI**

*38.8 Mi Total*

12. Merge onto **World Way.**

**0.01 MI**

*38.8 Mi Total*

13. Keep **right** at the fork to continue on **World Way.**

**0.2 MI**

*39.0 Mi Total*

14. Turn **slight left** onto **East Way.**

**0.08 MI**

*39.1 Mi Total*

15. Take the **1st left** onto **Center Way.**

**0.2 MI**

If you are on East Way and reach World Way you've gone a little too far

39.4 Mi Total

XII.J-5

16. 1 WORLD WAY.

A to B Travel Estimate: 39.35 mi - about 44 minutes

**B** Los Angeles International Airport (LAX)  
Community Relations  
1 World Way, Los Angeles, CA 90045  
(310) 646-5252

1. Start out going **southeast** on **Post Way**. 0.05 Mi  
39.4 Mi Total

  2. Merge onto **CA-1 S / S Sepulveda Blvd** toward **I-105**. 0.7 MI  
40.1 Mi Total

  3. Merge onto **I-105 E / Glenn Anderson Fwy E** toward **Norwalk**. 1.3 MI  
41.4 Mi Total

  4. Merge onto **I-405 S / CA-22 E / San Diego Fwy S** via **EXIT 2** toward **Long Beach**. 24.4 Mi  
65.8 Mi Total

  5. Keep **right** to take **CA-22 E / Garden Grove Fwy E** via **EXIT 21** toward **Garden Grove**. 8.3 MI  
74.2 Mi Total

 6. Take the **Fairview St** exit, **EXIT 13**. 0.4 MI  
74.5 Mi Total

 7. Turn **right** onto **Fairview St**. 1.0 MI  
75.5 Mi Total

 8. Turn **left** onto **W 17th St**. 1.0 MI  
76.5 Mi Total  
*W 17th St is just past Park Glen Cir  
Taqueria El Triunfo is on the corner  
If you reach W 16th St you've gone about 0.1 miles too far*

 9. Turn **right** onto **N Bristol St**. 2.1 MI  
78.6 Mi Total  
*N Bristol St is 0.3 miles past College Ave  
Starbucks Coffee is on the corner  
If you reach Louise St you've gone a little too far*

 10. **1300 S BRISTOL ST** is on the **right**.  
*Your destination is just past W Wilshire Ave  
If you reach W Elder Ave you've gone a little too far*

B to C Travel Estimate: 39.23 mi - about 42 minutes

**C** 1300 S Bristol St, Santa Ana, CA 92704-3424

Total Travel Estimate: 78.58 miles - about 1 hour 27 minutes

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LAX AIRPORT LOT P 3  
1 WORLD WAY  
LOS ANGELES, CA. 90045-5803  
310-646 2911

**Sale**

xxxxxxxxxxxx0386

VISA

Entry Method: Swiped

**Total: \$ 420.00**

02/26/15

11:32:42

Inv #: 00000912

Appr Code: 07304C

Apprvd: Online

Customer Copy

THANK YOU!  
BOOTH #136



GUSTAVO CHAMORRO  
5195 MAMMOTH DR  
SAN BERNARDINO, CA 92407

Page: 4 of 7  
Bill Cycle Date: 02/01/15 - 02/28/15  
Account: 104384514  
Foundation Account: FAN 02905926

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**909 844-7218**  
DANIEL ZARATE

**Other Charges and Credits - Continued**

5. Federal Universal Service Charge	0.88
6. Regulatory Cost Recovery Charge	0.66
7. State Public Utility Surcharge	0.02
<b>Total Surcharges and Other Fees</b>	<b>2.17</b>

**Government Fees and Taxes**

8. CA Advanced Services Fund (CASF)	0.05
9. CHCF A	0.04
10. City Utility Users Tax	1.37
11. Relay Service Device Fund	0.05
12. State 911 Tax	0.08
13. Teleconnect Fund	0.10
14. Universal Lifeline	0.28
<b>Total Government Fees and Taxes</b>	<b>1.97</b>

**Total Other Charges & Credits 4.14**

**Total for 909 844-7218 19.14**

**909 844-7446**  
GUSTAVO CHAMORRO

**Mobile Share Value iPhone w/ Visual Voicemail** - Includes unlimited Anytime minutes, Nationwide Long Distance & Roaming, unlimited domestic and international text, picture, and video messages sent or received from the U.S., Puerto Rico and the U.S. Virgin Islands, Call Forward feature, Caller ID, Call Wait, Conference Call feature. Mobile Share voice and data plan required.

**International Roaming - Expanded** - Includes international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at [www.att.com/global](http://www.att.com/global).

**Monthly Charges - Feb 1 thru Feb 28**

1. Mobile Share Value 10GB with Rollover Data	100.00
2. Mobile Share Value iPhone w/ Visual Voicemail	40.00
3. Discount for Mobile Share Value Savings	25.00CR
4. International Roaming - Expanded	0.00
5. National Account Discount	17.00CR
<b>Total Monthly Charges</b>	<b>98.00</b>

**Other Charges and Credits**

**Voice Usage Summary**

Mobile Share with Unlimited Talk & Text	Unlimited
Daytime Minutes	
Minutes Used	843
Night & Weekend Minutes	
Minutes Used	120

Passport Pro \$0.35 Per Minute

6. Minutes Billed this Cycle at \$0.35	17	5.95
Effective	02/12/15	
Expiration	03/13/15	

**Data Usage Summary**

Mobile Share Messaging	Unlimited
Used	229

Mobile Share Value 10GB with Rollover Data

Included in Plan MB	10,240
Individual MB Used	128

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

Passport Pro Unltd Messages Sent

Messages Used	69
Plan Messages	Unlimited
Effective	02/12/15
Expiration	03/13/15

Passport Pro 800MB Data

Plan MB Used	253
Plan MB	800
Plan MB Remaining	547
Effective	02/12/15
Expiration	03/13/15

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

**One-Time Charges**

Date	Description	
7. 02/12	Passport Pro \$0.35 Per Minute, Unlimited Messaging Expiration 03/13/15	15.00
8. 02/12	Passport Pro 800MB with Wi-Fi Expiration 03/13/15	105.00
<b>Total One-Time Charges</b>		<b>120.00</b>

**Surcharges and Other Fees**

9. Administrative Fee	0.61
10. Federal Universal Service Charge	1.89
11. Regulatory Cost Recovery Charge	0.66

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GUSTAVO CHAMORRO  
5195 MAMMOTH DR  
SAN BERNARDINO, CA 92407

Page: 5 of 7  
Bill Cycle Date: 02/01/15 - 02/28/15  
Account: 104384514  
Foundation Account: FAN 02905926

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**909 844-7446**  
**GUSTAVO CHAMORRO**

**Other Charges and Credits - Continued**

12. State Public Utility Surcharge	0.04
Total Surcharges and Other Fees	3.20
<b>Government Fees and Taxes</b>	
13. CA Advanced Services Fund (CASF)	0.10
14. CHCF A	0.08
15. City Utility Users Tax	2.91
16. Relay Service Device Fund	0.10
17. State 911 Tax	0.16
18. Teleconnect Fund	0.20
19. Universal Lifeline	0.54
Total Government Fees and Taxes	4.09

**Total Other Charges & Credits 133.24**

**Total for 909 844-7446 231.24**

**Roaming Call charges reflected in Other Charges & Credits**

*Roaming Call charges reflected in Other Charges & Credits (page 4)*

Time	Place	Number Called	Rate Code	Feature Code	Min	Airtime Charges	LD/Add'l Charges	
Charges incurred while Roaming in Saudi Arabia								
Friday, 02/13								
11:33p	INCOMI CL	909-844-7446	IRMI		1	0.35	0.00	
Saturday, 02/14								
10:18p	INTERN CL	503347783	IRMI		4	1.40	0.00	
10:22p	BLOCKED	000-000-0000	IRMI		1	0.35	0.00	
10:24p	INTERN CL	503347783	IRMI		1	0.35	0.00	
Wednesday, 02/18								
08:34p	BLOCKED	000-000-0000	IRMI		1	0.35	0.00	
Thursday, 02/19								
08:58p	BLOCKED	000-000-0000	IRMI		4	1.40	0.00	
Friday, 02/20								
02:55a	INTERN CA	714-480-7562	IRMI		5	1.75	0.00	
Subtotal Saudi Arabia								
						17	5.95	0.00
Total Roaming Call Detail						17	5.95	0.00

Rate Code:  
IRMI = Passport Pro \$0.35 Per Minute

**Roaming Data Detail**

*Roaming Data charges reflected in Other Charges & Credits section (page 4)*

Time	To/From	Type/Unit	Rate Code
Text charges incurred while Roaming in Saudi Arabia			
Friday, 02/13			
03:15p	Sent 503-381-0229	Text Message	IRMSGP 0.00
03:15p	Sent 503-347-7836	Text Message	IRMSGP 0.00
07:55p	Sent 609-933-1877	Text Message	IRMSGP 0.00

Time	To/From	Type/Unit	Rate Code
Friday, 02/13			
07:55p	Sent 602-502-4942	Text Message	IRMSGP 0.00
10:45p	Sent 609-933-1877	Text Message	IRMSGP 0.00
10:46p	Sent 609-933-1877	Text Message	IRMSGP 0.00
Saturday, 02/14			
10:55p	Sent 609-933-1877	Text Message	IRMSGP 0.00
Sunday, 02/15			
11:41p	Sent 609-933-1877	Text Message	IRMSGP 0.00
Monday, 02/16			
08:22a	Sent 623-262-0498	Text Message	IRMSGP 0.00
03:34p	Sent 623-262-0498	Text Message	IRMSGP 0.00
03:40p	Sent 623-262-0498	Text Message	IRMSGP 0.00
11:18p	Sent 623-262-0498	Text Message	IRMSGP 0.00
11:19p	Sent 623-262-0498	Text Message	IRMSGP 0.00
11:22p	Sent 623-262-0498	Text Message	IRMSGP 0.00
11:28p	Sent 623-262-0498	Text Message	IRMSGP 0.00
11:31p	Sent 623-262-0498	Text Message	IRMSGP 0.00
11:31p	Sent 623-262-0498	Text Message	IRMSGP 0.00
Tuesday, 02/17			
05:24a	Sent 909-913-0413	Text Message	IRMSGP 0.00
05:29a	Sent 909-913-0413	Text Message	IRMSGP 0.00
05:59a	Sent 909-913-0413	Text Message	IRMSGP 0.00
Wednesday, 02/18			
03:12p	Sent 503-381-0229	Text Message	IRMSGP 0.00
03:12p	Sent 714-906-6327	Text Message	IRMSGP 0.00
07:02p	Sent 503-381-0229	Text Message	IRMSGP 0.00
07:02p	Sent 714-906-6327	Text Message	IRMSGP 0.00
08:04p	Sent 503-381-0229	Text Message	IRMSGP 0.00
08:04p	Sent 714-906-6327	Text Message	IRMSGP 0.00
08:22p	Sent 503-381-0229	Text Message	IRMSGP 0.00
08:22p	Sent 714-906-6327	Text Message	IRMSGP 0.00
08:38p	Sent 714-906-6327	Text Message	IRMSGP 0.00
08:38p	Sent 503-381-0229	Text Message	IRMSGP 0.00
Thursday, 02/19			
07:57p	Sent 609-933-1877	Text Message	IRMSGP 0.00
08:01p	Sent 609-933-1877	Text Message	IRMSGP 0.00
08:44p	Sent 909-418-1678	Text Message	IRMSGP 0.00
08:44p	Sent 909-418-1678	Text Message	IRMSGP 0.00
Friday, 02/20			
02:16a	Sent 909-418-1678	Text Message	IRMSGP 0.00
02:22a	Sent 714-925-7496	MTM TEXT MESSAG	IRMSGP 0.00
02:27a	Sent 909-418-1678	Text Message	IRMSGP 0.00
08:37a	Sent 949-933-1262	Text Message	IRMSGP 0.00
04:25p	Sent 909-708-1885	Text Message	IRMSGP 0.00
04:25p	Sent 909-708-1885	Text Message	IRMSGP 0.00
06:48p	Sent 909-418-1678	Text Message	IRMSGP 0.00
06:48p	Sent 909-418-1678	Text Message	IRMSGP 0.00
06:50p	Sent 909-418-1678	Text Message	IRMSGP 0.00
06:53p	Sent 909-418-1678	Text Message	IRMSGP 0.00
07:21p	Sent 909-418-1678	Text Message	IRMSGP 0.00
07:57p	Sent 714-470-2174	Text Message	IRMSGP 0.00
08:28p	Sent 714-470-2174	Text Message	IRMSGP 0.00
Saturday, 02/21			
01:14p	Sent 609-933-1877	Text Message	IRMSGP 0.00
03:08p	Sent 609-933-1877	Text Message	IRMSGP 0.00

133.24  
5.95  

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139.19

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GUSTAVO CHAMORRO  
5195 MAMMOTH DR  
SAN BERNARDINO, CA 92407

Page: 6 of 7  
Bill Cycle Date: 02/01/15 - 02/28/15  
Account: 104384514  
Foundation Account: FAN 02905926

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**909 844-7446**  
**GUSTAVO CHAMORRO**

**Roaming Data Detail - Continued**

Time	To/From	Type/Unit	Rate Code
Sunday, 02/22			
06:36a	Sent 623-262-0498	Text Message	IRMSGP 0.00
Monday, 02/23			
06:25a	Sent 909-844-6033	MTM TEXT MESSAG	IRMSGP 0.00
06:27a	Sent 909-844-6033	MTM TEXT MESSAG	IRMSGP 0.00
06:31a	Sent 909-844-6033	MTM TEXT MESSAG	IRMSGP 0.00
06:41a	Sent 909-844-6033	MTM TEXT MESSAG	IRMSGP 0.00
06:45a	Sent 909-844-6033	MTM TEXT MESSAG	IRMSGP 0.00
06:47a	Sent 909-844-6033	MTM TEXT MESSAG	IRMSGP 0.00
06:56a	Sent 909-844-6033	MTM TEXT MESSAG	IRMSGP 0.00
06:59a	Sent 909-844-6033	MTM TEXT MESSAG	IRMSGP 0.00
07:02a	Sent 909-844-6033	MTM TEXT MESSAG	IRMSGP 0.00
05:54p	Sent 909-844-6033	MTM TEXT MESSAG	IRMSGP 0.00
Wednesday, 02/25			
07:12a	Sent 909-844-6033	MTM TEXT MESSAG	IRMSGP 0.00
07:44a	Sent 909-844-6033	MTM TEXT MESSAG	IRMSGP 0.00
07:44a	Sent 909-844-6033	MTM TEXT MESSAG	IRMSGP 0.00
07:58a	Sent 909-844-6033	MTM TEXT MESSAG	IRMSGP 0.00
Subtotal Saudi Arabia: 64 0.00			
Subtotal for Text Messages: 64 0.00			
Data charges incurred while Roaming in Saudi Arabia			
Friday, 02/13			
06:42a	Data Transfer	134KB	IRMBSP 0.00
06:42a	Data Transfer	1,858KB	IRMBSP 0.00
07:09a	Data Transfer	250KB	IRMBSP 0.00
08:42a	Data Transfer	600KB	IRMBSP 0.00
08:51a	Data Transfer	10KB	IRMBSP 0.00
08:52a	Data Transfer	2,945KB	IRMBSP 0.00
12:12p	Data Transfer	60KB	IRMBSP 0.00
10:18p	Data Transfer	33,847KB	IRMBSP 0.00
Saturday, 02/14			
12:54p	Data Transfer	6,957KB	IRMBSP 0.00
01:54p	Data Transfer	2,431KB	IRMBSP 0.00
09:19p	Data Transfer	122KB	IRMBSP 0.00
09:50p	Data Transfer	21,154KB	IRMBSP 0.00
Sunday, 02/15			
01:22p	Data Transfer	1,882KB	IRMBSP 0.00
09:13p	Data Transfer	144KB	IRMBSP 0.00
11:47p	Data Transfer	11,456KB	IRMBSP 0.00
Monday, 02/16			
11:57a	Data Transfer	8,333KB	IRMBSP 0.00
09:50p	Data Transfer	853KB	IRMBSP 0.00
Tuesday, 02/17			
07:03a	Data Transfer	4,390KB	IRMBSP 0.00
10:06a	Data Transfer	13,040KB	IRMBSP 0.00
02:09p	Data Transfer	31,205KB	IRMBSP 0.00
Wednesday, 02/18			
05:28a	Data Transfer	14,237KB	IRMBSP 0.00
01:26p	Data Transfer	9,480KB	IRMBSP 0.00

Time	To/From	Type/Unit	Rate Code
Thursday, 02/19			
12:20a	Data Transfer	3,038KB	IRMBSP 0.00
04:12a	Data Transfer	12,530KB	IRMBSP 0.00
11:25a	Data Transfer	823KB	IRMBSP 0.00
04:25p	Data Transfer	195KB	IRMBSP 0.00
09:25p	Data Transfer	2,050KB	IRMBSP 0.00
Friday, 02/20			
09:17p	Data Transfer	531KB	IRMBSP 0.00
Saturday, 02/21			
04:33a	Data Transfer	8,242KB	IRMBSP 0.00
05:33p	Data Transfer	206KB	IRMBSP 0.00
07:33p	Data Transfer	22,285KB	IRMBSP 0.00
09:42p	Data Transfer	4,363KB	IRMBSP 0.00
Sunday, 02/22			
04:37a	Data Transfer	8,515KB	IRMBSP 0.00
09:38p	Data Transfer	2,692KB	IRMBSP 0.00
Monday, 02/23			
04:49a	Data Transfer	6,440KB	IRMBSP 0.00
12:44p	Data Transfer	488KB	IRMBSP 0.00
12:44p	Data Transfer	13KB	IRMBSP 0.00
Tuesday, 02/24			
07:49a	Data Transfer	2,689KB	IRMBSP 0.00
07:49a	Data Transfer	13KB	IRMBSP 0.00
09:18p	Data Transfer	9,028KB	IRMBSP 0.00
Wednesday, 02/25			
03:36a	Data Transfer	2,612KB	IRMBSP 0.00
05:38a	Data Transfer	1,725KB	IRMBSP 0.00
01:08p	Data Transfer	2,052KB	IRMBSP 0.00
03:28p	Data Transfer	2,549KB	IRMBSP 0.00
Subtotal Saudi Arabia: 258,467KB 0.00			
Subtotal for KB's: 258,467KB 0.00			
Picture/Video Messaging while Roaming in Saudi Arabia			
Monday, 02/16			
04:42a	Sent 623-262-0498	Pict Video MSG	IRMSGP 0.00
12:23p	Sent 623-262-0498	Pict Video MSG	IRMSGP 0.00
12:28p	Sent 623-262-0498	Pict Video MSG	IRMSGP 0.00
Thursday, 02/19			
04:01p	Sent 714-925-7496	Pict Video MSG	IRMSGP 0.00
04:03p	Sent 714-925-7496	Pict Video MSG	IRMSGP 0.00
Subtotal Saudi Arabia: 5 0.00			
Subtotal for Picture/Video Messages: 5 0.00			
Total Roaming Data Detail 0.00			
Rate Code:			
IRMBSP = Passport Pro 800MB Data			
IRMSGP = Passport Pro Unltd Messages Sent			

**Total for Wireless accounts 354.35**

XII.J-10

**Duenez, Patricia**

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**From:** Chamorro, Gustavo  
**Sent:** Wednesday, March 18, 2015 6:50 PM  
**To:** Duenez, Patricia  
**Subject:** Reimbursement

Hola Patricia, it was good seeing you this afternoon. Here are my costs for my last trip to Saudi Arabia:

- Parking: \$420
- Phone: \$139.19
- Mileage: R/T - DMC to LAX: \$48.87

Total: \$608.06

I will be sending you the receipts via interoffice mail tomorrow. Thanks.

Gustavo

-----  
Gustavo Chamorro, Ed.D. - Deputy Sector Navigator  
ICT/Digital Media, Orange County Region  
Doing What MATTERS for Jobs and the Economy, California Community Colleges  
Digital Media Center  
1300 S. Bristol St.  
Santa Ana, CA 92704  
714-241-5810  
[www.doingwhatmatters.cccco.edu](http://www.doingwhatmatters.cccco.edu)  
[www.dmc-works.com](http://www.dmc-works.com)



X11. J-11

**Duenez, Patricia**

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**From:** Chamorro, Gustavo  
**Sent:** Wednesday, January 28, 2015 3:42 PM  
**To:** Duenez, Patricia; Santoyo, Sarah  
**Cc:** Perez, Enrique  
**Subject:** RE: RSCCD SAUDI PROJECT Meeting Monday Feb. 2nd

It's on my calendar – gracias Patricia!

Gustavo

-----  
Gustavo Chamorro, Ed.D. - Deputy Sector Navigator  
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714-241-5810  
[www.doingwhatmatters.cccco.edu](http://www.doingwhatmatters.cccco.edu)  
[www.dmc-works.com](http://www.dmc-works.com)



**From:** Duenez, Patricia  
**Sent:** Wednesday, January 28, 2015 3:36 PM  
**To:** Chamorro, Gustavo; Santoyo, Sarah  
**Cc:** Perez, Enrique; Duenez, Patricia  
**Subject:** RSCCD SAUDI PROJECT Meeting Monday Feb. 2nd  
**Importance:** High

Good afternoon Sarah and Dr. Chamorro,

Enrique has asked me to coordinate a meeting which will include the Chancellor, Vice Chancellor, yourselves and Enrique in regards to the Saudi project.

A **HOLD** has been placed on the Chancellor, Vice Chancellor and Enrique's calendar for **Monday, February 2nd 9-10:30am**. Meeting duration would be approximately 1 hour and location would be the Chancellor's Conference room on the 4<sup>th</sup> floor.

Would you be able to accommodate this meeting into your schedule? Please see email below from Enrique.

I look forward to your response.

Thank you.

*Patricia S. Dueñez*  
RSCCD Educational Services

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT FOUNDATION**

District Office

2323 N. Broadway, Santa Ana, California 92706

Office: 480-7460 - FAX: 796-3921

**BOARD OF DIRECTORS REGULAR MEETING**

Tuesday, June 24, 2014 - 12:00 p.m.

District Board Room, District Office

**MINUTES****CALL TO ORDER**

Richard Porras called the meeting to order at 12:15 p.m.

Members in attendance: Dr. Raúl Rodríguez, Richard Porras, Enrique Perez, Arianna Barrios, John Didion, Dr. Erlinda Martinez, Eddie Marquez

Guests present: Jim Moos and Nick Dolle of Morgan Stanley

Not Present: Hector Infante, Kristin Crellin, Claudia Alvarez, Nelida Mendoza-Yanez

**CONSENT CALENDAR**

Richard Porras asked for a motion to approve the following items on the consent calendar:

**MINUTES OF THE BOARD**

ACTION: Approve the Minutes of the Regular Board Meeting – March 25, 2014

**TREASURER'S REPORT(S)**

ACTION: Approve the Treasurer's Reports from months ending 2/28/14, 3/31/14, and 4/30/14

It was moved by Dr. Rodríguez, seconded by Eddie Marquez, and carried unanimously to approve the minutes of the March 25, 2014 Regular Board meeting.

**INVESTMENT REPORT**

Jim Moos reviewed with the Board the investment summary dated June 13, 2014, mentioning that the investment is set up currently to try to make more money, but still remain flexible. He mentioned that the cold weather in the first quarter kept the economy down for that period. The investment had 2 ½% return during that period. There were no questions regarding the investment report.

**ACTION CALENDAR**

(All matters under the Action Calendar have been reviewed and submitted by the appropriate committee for the Board's consideration.)

- Affirmation of the current RSCCD Foundation Investment Policy  
It was moved by Arianna Barrios, seconded by Dr. Rodríguez, and carried unanimously to affirm the current RSCCD Foundation Investment Policy dated October 31, 2013.
- Approval of the proposed 2014-2015 RSCCD Foundation Budget  
Enrique Perez recommended increasing the amount for International Student Recruitment to \$100,000. Marketing materials in Chinese are needed for both colleges and a full-time person is needed in China to handle recruitment.  
Arianna Barrios commented that it is good that the RSCCD Foundation is contributing more money towards International Student Recruitment. Dr. Rodríguez mentioned that the

international students are a good means of bringing more money into the colleges. It was moved by Dr. Rodríguez, seconded by Richard Porras, and carried unanimously to accept the 2014-2015 RSCCD Foundation budget as presented.

- Proposed schedule of future meetings  
It was moved by Arianna Barrios, seconded by Richard Porras, and carried unanimously to meet per the schedule approved at the June 24, 2014, annual meeting.
- Approval of acceptance and deposit of check from SchoolsFirst Federal Credit Union  
It was moved by Dr. Rodríguez, seconded by Eddie Marquez, and carried unanimously to approve the acceptance and deposit of the check for \$15,000 received from SchoolsFirst Federal Credit Union.

Dr. Rodríguez also mentioned that he would like to meet with the new President of SchoolsFirst Federal Credit Union, Bill Cheney. John Didion commented that Mr. Cheney has a great deal of experience to offer in this new position.

## REPORTS

### Board Development Sub-Committee

Dr. Rodríguez mentioned Todd Litfin, the new RSCCD Foundation Board member. Also, Dr. Rodríguez and Enrique Perez will be meeting with Keith Kobata from Wells Fargo regarding joining the RSCCD Foundation Board.

### Report from the President of the RSCCD Foundation – Kristin Crellin

Kristin Crellin was not present to give a report.

### Report from the President of Santa Ana College – Dr. Erlinda Martinez

Dr. Martinez stated that they have just finished a record number of hiring committees to select 29 new faculty in English, History, and Chemistry. Dunlap Hall is being re-done. They are planning a year-long 100<sup>th</sup> anniversary celebration for 2015-2016. 2016 will be the 100<sup>th</sup> graduation class. There will be many events, including a birthday party for the college.

### Report from the President of Santiago Canyon College – Juan Vazquez

Juan Vazquez was not present to give a report

### Report from the Board of Trustees Representative – Claudia C. Alvarez/Nelida Mendoza

Yanez/Arianna Barrios

Arianna Barrios stated that there was no report from the Board of Trustees at this time.

### Report on India and China trips regarding International Education – Enrique Perez

Enrique Perez stated he traveled to India in April-May and to China in June, 2014. He visited several cities in both countries and found that the students (and their parents) are very eager to attend college in the United States, and Southern California is high on the list of places where they want to attend school. International Education staff from Centennial College in Toronto, Canada, made introductions for Enrique in all the cities that he visited.

In China, the students will be getting their version of SAT scores soon and will decide whether they will go straight to a university or begin in a community college first. The #1 target in Southern California for the students is the U.C. system, so many want to go to community college first and then transfer to a U.C. It will be necessary to hire an agent in China to work with the students and their parents and translate our brochures into Chinese.

Arianna Barrios asked what the difference in cost is to attend one of our community colleges the first two years versus going straight to a U.C. Enrique said the savings to the student/parents for the first two years spent at our community colleges versus 4 years at a U.C. (including airport pick-up, housing, school costs) would be approximately \$65,000. Irvine Valley, Santa Monica, and Foothill DeAnza are part of our competition.

(12:55 PM - Dr. Martinez had to leave at this point.)

Enrique said the trips were very successful, as Santa Ana College and Santiago Canyon College are both considered to be good locations by the prospective international students and their parents, and Centennial College will spread the word about our colleges. Enrique said it will be beneficial in our marketing to have testimonials from other international students who have attended our colleges.

#### **CONFLICT OF INTEREST STATEMENTS**

Enrique Perez reminded the Board of Directors that each Board member must complete and submit a Conflict of Interest Statement each year for auditing purposes.

#### **NEXT RSCCD FOUNDATION MEETING**

The next meeting of the RSCCD Foundation will be September 25, 2014, at 12:00 PM in the RSCCD Board Room. Lunch will be provided.

#### **ADJOURNMENT**

Richard Porras adjourned the meeting at 1:03 p.m.

**Duenez, Patricia**

**From:** Gerard, Debra  
**Sent:** Wednesday, February 11, 2015 4:33 PM  
**To:** # All Email Users  
**Subject:** Chancellor's Update - February 2015

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## Chancellor's UPDATE

February 11, 2015



Dear Colleagues,

By now everyone has probably heard the great news that our two colleges received word last Friday that their accreditation was reaffirmed for another six years. A team of peers visited each college last fall to review the progress made over the last six years and to assure the public that the quality of education at both institutions was being maintained per the accreditation standards. Like a clean financial audit, a reaffirmation decision does not occur by accident. There is an enormous amount of work that occurs during that six-year accreditation cycle and it intensifies even more in the time leading up to the comprehensive visit. Everyone at the colleges, and to a certain extent the district office, contributes to the accreditation effort. Of course, the level of contributions and effort varies greatly, but the point is that accreditation is an enormous undertaking and obligation and it takes a majority pulling in the same direction to get the result that our two colleges achieved.

The reaffirmation decision speaks to the positive culture at our two colleges in regard to serving students. It speaks to our ability to assess and analyze our performance at various levels and to take that information and apply it toward improvement efforts. It speaks to dedicated faculty and staff who are willing to "go that extra mile" for students. It also speaks to capable and involved leadership at our two colleges. Although many individuals made important contributions to the accreditation process, one of the most critical contributions was by our two presidents, Erlinda Martinez and John Weispenning. They took the time to thoughtfully respond in writing to the draft team reports and pointed out errors, omissions, and shortcomings of those reports. Further, they both committed their time to travel to Sacramento and relay these thoughts in person to the Commission. As a member of the Commission, I had to recuse myself from involvement in the decisions concerning SAC and SCC. However, I received sufficient informal comments from my colleagues on the Commission to know that the comments provided by Erlinda and John made a positive impact on the Commissioners and certainly contributed to the positive result that we all wanted. Congratulations to everyone at SAC and SCC on this wonderful accomplishment!

It is common knowledge now that Santa Ana College was selected to be one of the 15 programs in the new Applied Baccalaureate Degree Pilot Program. What is not common knowledge is that there still may be some adjustments made to the 15 that were selected. That is, the Chancellor's Office representatives are going to visit all 15 college sites to verify the information in the applications. Based on that assessment, one or more of the selected colleges could be replaced. The CSU system will also have a

chance to weigh in on the 15 finalists and there could be a change based on that review as well. So what this means is that it is not a done deal yet, although I believe our Occupational Studies/ Occupational Therapy Assistant program is strong and will pass whatever level of scrutiny is applied.

Being one of the 15 selected is an honor and an exciting opportunity because of what it will mean to our students and to our community. However, this success would not have been possible without the efforts of a number of individuals. First, I don't believe that we would have mustered the effort to make the December deadline if it had not been for the persistence of our Board of Trustees. In particular, Trustees Hanna and Alvarez pushed hard for *BP 4026 Baccalaureate Degree Programs*. Although that policy was somewhat controversial, its passage did escalate the dialogue on this issue and, in the end, brought all of the pertinent parties together. Of course, Michelle Parolise, who is the lead instructor in the Occupational Therapy Assistant program, is the person who volunteered her program, made a convincing case for it, and did a tremendous job in compiling all of the necessary information. Michelle was supported in this endeavor by Bonnie Jaros, who did her usual stellar job in assisting in the writing and organization of the proposal. John Zarske, Bart Hoffman and Omar Torres also supported this effort with various and important contributions. All in all it was a team effort and Santa Ana College is making history because of it.

### Governor's Budget

In my last update, I wrote a long lament about our budget. While there is still much to be concerned about, the recent budget news from Sacramento was a welcome positive development. There are still many issues that need to be sorted out and it remains to be seen what changes will occur in the May Revise and then in the final state budget. Nonetheless, the news is good and the Governor's proposal provides some limited hope of relief although it does not affect the basic source of our budget problems, which, simply put, is that we are spending more funds than we are receiving. I am only referring to the general fund and not to the new allocations of categorical funding that have been allocated to our district (i.e., SSSP and Student Equity). While those funds are welcome and a great gift for our students, they are restricted in their use and, at best, can provide only modest assistance with our budget problems.

There are a number of items in the proposed budget that could help us to whittle down our budget deficit if the best case scenario holds. For example, the Governor proposed a modest COLA of 1.58%, which is about \$92.4 million for the system and \$2.4 million for our district. That funding could be extremely useful to meet our current obligations if we are able to encumber it for those obligations. The Governor's proposed budget contains 2% for funded growth in the amount of \$106.9 million. That means we have the opportunity to capture approximately \$2.6 million in access/growth dollars if we can generate growth. Unfortunately, given our enrollment numbers so far this year that possibility looks dubious at this point. Then there is a \$125 million addition to our system base allocation amount that is slated to assist us in meeting our increased operating expenses. This would provide an additional \$2.4 million for our district. That funding will help us if it remains as unrestricted dollars, but several sources are saying that it is unlikely to remain so between now and the May Revise. The Career Development College Preparation (CDCP) rate is being augmented to match the current credit rate. This adjustment to the CDCP rate could mean a potential boost to our budget of \$7 to 8 million based on our number of CDCP FTES (we have the largest CDCP program in the state). Once again, the devil is in the details and we don't know at this point what restrictions will be placed on the use of those new funds. It's likely that they will be earmarked for specific expenditures and we will not have much flexibility in how to use them.

In short, the Governor's proposed budget contains a number of potentially helpful elements. On the surface it all sounds good and could provide some measure of relief. At the same time, we can't fall into the trap of thinking that we can relax and that all of our budget woes are solved. Clearly, that is not the case. There is much that can happen between now and the May Revise - in both a positive and a negative direction. The Governor's proposed budget does not alter the fact that we have an ongoing and increasing budget deficit and that we have to reconcile that deficit to balance our budget because our lifeboat, in the form of the Stabilization Fund, will be exhausted by next year if we keep spending at our current pace. In the end, the state can't fix our spending problem for us, it's up to us to do that ourselves.

### Saudi Project

About two years ago, the purpose of the RSCCD Foundation was changed from the traditional mission

of raising funds for student scholarships and other such activities to being a foundation dedicated to economic development projects. As such, the RSCCD Foundation has embarked on several projects in keeping with its mission to promote economic development and to seek activities that would produce revenue for the foundation and the colleges/district.

Toward that end, the Foundation has supported our outreach to expand our international student recruitment efforts. We are now engaging agents in China to recruit students for our two colleges and we are sending district representatives to the major college fairs in China. We will soon be expanding those efforts to other countries with Viet Nam being the next in line.

In a similar fashion, we have also been looking to expand our economic development efforts by seeking opportunities to do educational consulting on an international basis. For that reason, we bid on a project in Saudi Arabia to assist in building the capability of the technical colleges in that country. Saudi Arabia currently has a system of technical/vocational colleges across the country. These colleges are not functioning at a high level and need assistance in many areas. The faculty and administration need better training, students need a better array of instructional and student services, the curriculum needs revision and upgrading, and some of their facilities need to be improved, to name just a few of the improvements that need to be made. We found out recently that we were awarded two colleges and we are in the process of preparing a detailed assessment plan for how we are going to rehabilitate and improve these colleges. This is an exciting new venture that will not take away from any existing district or college resources, but will hopefully provide some great learning experiences for those involved and bring in some much needed revenue for our district.

All the best,



Raúl

The Chancellor's Update is an e-newsletter distributed by the Rancho Santiago Community College District Chancellor's Office to inform district employees. If you have a question, comment or would like to provide feedback, please send us an email.

XII. K  
(Placeholder)

X11. L-1



*Building the future through quality education*

2323 North Broadway • Santa Ana, CA 92706 -1640 • (714) 480-7300 • [www.rscsd.edu](http://www.rscsd.edu)

Santa Ana College • Santiago Canyon College

February 19, 2015

Mr. Alwaleed Aldryaan, CEO  
Al Khaleej Training and Education  
PO. Box 295300  
Fifth Floor, Burj Al Khaleej Training and Education  
Olaya Street  
Riyadh 11351 KSA

Dear Alwaleed:

This letter is to confirm that, pending the finalization of a joint venture agreement between Rancho Santiago Community College District Foundation (“we” or “us”) and Al Khaleej Training and Education (“you”), we will instruct the Colleges of Excellence (“COE”) to pay directly to you 100% of all funds which COE may agree to pay as reimbursement for expenses incurred by either you or us in connection with the performance of RSCCDF/the joint venture during the evaluation phase of the TVTC Capability Planning Project (CBP).

Our agreement to provide the above instruction is contingent upon your reimbursing us and our subcontractors promptly, and prior to your invoicing CBP, for any expenses we or our subcontractors actually incur during the CBP project, subject to any agreement as to other payment arrangements which we may make with you subsequent to the date of this letter. It is further contingent upon you copying us on all invoices you provide to CBP, and upon your providing us with any documentation that CBP may require from us to support the reimbursement of those expenses to you. Notwithstanding anything else indicated in this letter, we shall have no obligation to reimburse you or any other person if, and to the extent, that CBP should decline to reimburse any or all of the expense amounts you invoice it for, and/or for any expenses for which you fail to invoice CBP promptly.

Should the joint venture be finalized and become the contracting entity for CBP before these expenses are invoiced, we will each cause the joint venture promptly to issue the same instructions, on the same terms and subject to the same contingencies, as are indicated in this letter. If you are in agreement with the foregoing, please so signify by signing this letter in the space indicated below and returning it to us. This letter has no effect unless signed by each of us.

BOARD OF TRUSTEES:

Claudia C. Alvarez • Arianna P. Barrios • John R. Hanna • Lawrence R. “Larry” Labrado • Jose Solorio • Nelida Mendaza Yanez • Phillip E. Yarbrough

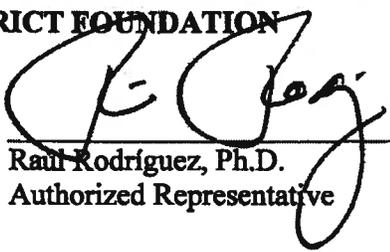
CHANCELLOR:

Raúl Rodríguez, Ph.D.

Sincerely,

**RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT FOUNDATION**

By: \_\_\_\_\_



Raul Rodriguez, Ph.D.  
Authorized Representative

**AGREED AND ACCEPTED:**

**AL KHALEEJ TRAINING AND EDUCATION**

By: \_\_\_\_\_

Alwaleed Aldryaan  
Authorized Representative

[ON LETTERHEAD OF RSCCD FOUNDATION]

February 9, 2015

Christopher J. Mackie, Ph.D.  
Executive Director,  
fiveDlearning, Inc.

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Re: Preliminary Agreement between fiveDlearning, Inc. and RSCCD  
Foundation Concerning Assistance to Joint Venture in Saudi Arabia.

Dear Chris:

As you are aware, we have been working for some time to obtain the designation as a Training Provider to provide college development services under the Colleges of Excellence Initiative adopted by the Kingdom of Saudi Arabia. Recently we were notified by COE that the Rancho Santiago Community College District Foundation ("RSCCDF") has been selected as the Training Provider for the AlBaha College of Technology and the Khamis Mushait College of Technology (collectively, the "Technical Colleges"), and to such end will be required to enter into a Capability Building Contract between RSCCDF and the Colleges of Excellence Company ("COE").

In anticipation of providing services to the Technical Colleges, and others for which RSCCDF may be designated by COE as the Training Provider, we have been working to put together with a local Saudi partner, Al Khaleej Training and Education Corporation ("AKTEC"), through a joint venture (the "Joint Venture") which will be the ultimate Training Provider for COE assignments, such as with the Technical Colleges. Under the terms of our proposed agreement on formation of the Joint Venture, which we are now just finalizing with AKTEC, RSCCDF will be the Manager of the Joint Venture, and AKTEC will provide the funding to operate it, as well as certain in-country administrative functions for the Joint Venture.

We have had multiple discussions with you regarding our desire to subcontract with fiveDlearning, Inc. a Delaware corporation, to provide certain services to the Joint venture that will assist it to fulfill its obligations to COE. Because the Joint Venture is not yet formally established as an independent entity under the applicable law of Saudi Arabia (and cannot be until AKTEC completes a Joint Venture Agreement with RSCCDF), and because we all feel the need to commence preliminary activities in Saudi Arabia as necessitated by our Agreement with COE, RSCCDF now desires to establish our working relationship with fiveDlearning to take full advantage of COE opportunities, commencing with the Training Colleges Project. To that end, we would like to enter into this Preliminary Letter Agreement to evidence our mutual good faith and desire to formalize our working relationship for purposes of the activities described herein.

Christopher J. Mackie, Ph.D.  
fiveDlearning  
February 9, 2015  
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Accordingly, and with the full understanding that the execution of this Letter Agreement by each of us establishes a legal and binding agreement between us, notwithstanding that we each expect fiveDlearning to enter into a more detailed Services Agreement with the Joint Venture as soon as it is lawfully able to sign contracts, we would hereby engage fiveDlearning to provide the following services for and on behalf of the Joint Venture upon its formation under Saudi law:

- Staff, manage, and conduct all evaluations necessary to the fulfillment of the requirements of the Agreement with COE, which services shall include but not be limited to:
  - o evaluate personnel, including administrative leaders, administrative staff, and faculty, and develop cost estimates for bringing up and training personnel, as-needed, to achieve project requirements and objectives;
  - o evaluate student competencies, motivations, and preferences through sampling and qualitative/quantitative assessments;
  - o evaluate facilities and develop cost estimates for relevant capital budgets in connection with COE projects, as requested by RSCCDF;
  - o evaluate curricular and instructional content and practices and develop cost estimates and relevant capital budgets;
  - o evaluate student services/student-success practices and develop relevant capital budgets; and
  - o evaluate potential new programs and develop relevant program proposals and capital budgets;
- evaluate the safety of the facilities and environs for Western personnel;
- document the evaluation in a manner compliant with CBP contract requirements for a College Assessment and Improvement Plan (CAIP);
- draft and quality-assure a final proposal for TVTC that includes comprehensive operating and capital budgets;
- make recommendations and take actions as necessary to ensure the health and safety of on-site project personnel during the evaluation effort;

Christopher J. Mackie, Ph.D.  
fiveDlearning  
February 9, 2015  
Page 3

- generally take such further actions as RSCCDF may reasonably request in support of its overall mission, objectives and responsibilities in conjunction with the Joint Venture's activities on behalf of the COE initiative in Saudi Arabia.

We understand that substantial planning and budgeting will be required between us to accomplish the provision of all of the foregoing services by fiveDlearning, however, it is deemed necessary by each of us to begin working toward that even in advance of the formal Joint Venture having been established. In order to induce fiveDlearning to begin providing the above services in Saudi Arabia, we RSCCDF agrees to guaranty the payment to fiveDlearning of up to Two Hundred Fifty Thousand Dollars (\$250,000) as compensation therefor. Ultimately, the Joint Venture will enter into a more definitive Service Agreement with fiveDlearning, and take responsibility for the payment of all compensation to it for the performance of such services, and fiveDlearning shall in all cases look to the Joint Venture and/or AKTEC for such payment, however, RSCCDF agrees that, in the event any specific payment amount that has been expressly agreed between the parties under an agreed budget or specific scope of service, and if after making request therefor to AKTEC (or the Joint Venture) and failing to receive the promised payment within sixty (60) days of the date such request was properly made, then RSCCDF shall, up to the maximum aggregate amount indicated above, cause such payment to be received by fiveDlearning.

Promptly upon the execution of this Preliminary Letter Agreement, fiveDlearning will provide a specific timeline, budget, plan of services and schedule of deliverables (collectively, an "Action Plan") with respect to the several areas outlined above and, upon agreement by RSCCDF to such Action Plan, fiveDlearning shall commence providing such services and RSCCDF shall cause the payment therefor to be made by AKTEC or the Joint Venture (and shall cause such payment to be made itself up to the maximum amount indicated above in the event of non-payment by AKTEC or the Joint Venture within the periods prescribed in the Action Plan and above.

This Agreement is not intended to create any partnership or joint venture between the parties hereto, but is merely the agreement of independent contractors providing for fiveDlearning to be the agent of RSCCDF in the provision of the above-referenced services, as the same may be modified or amplified by the parties in the definitive Services Agreement with the Joint Venture. This Preliminary Letter Agreement shall be fully assignable by RSCCDF to the Joint Venture and/or any other entity formed for the purpose of servicing COE in the Kingdom of Saudi Arabia, but it may not be assigned by fiveDlearning without the prior written consent of RSCCDF. This Preliminary Letter Agreement shall be governed as to interpretation and enforcement by the internal laws of the State of California applicable to the performance of contracts wholly within the state, without giving effect to the principles of conflicts of laws applied thereby, and the parties hereby submit to the jurisdiction of any court of competent jurisdiction of the State of California sitting in and for the County of Orange.

X11. M-4

Christopher J. Mackie, Ph.D.  
fiveDlearning  
February 9, 2015  
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If you are in agreement with the foregoing, please so signify by signing two copies of this Preliminary Letter Agreement in the space indicated below, and providing one original signature to us, retaining the other for your records.

Sincerely,

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT FOUNDATION**

By: \_\_\_\_\_  
Raul Rodriguez  
Authorized Representative

**AGREED AND ACCEPTED:**

**FIVEDLEARNING, INC.**

By: \_\_\_\_\_  
Christopher J. Mackie, Ph. D.  
Authorized Representative

April 30, 2015

Mr. Alwaleed Aldryaan  
Chief Executive Officer,  
Al Khaleej Training and Education Corporation  
Burj Al Khaleej Training and Education  
Olaya Street, 5th Floor  
Riyadh  
Kingdom of Saudi Arabia

**Re: Memorandum of Understanding Regarding Joint Venture  
to Develop Community Colleges in the Kingdom of Saudi Arabia**

Dear Alwaleed:

This Memorandum of Understanding (the "*Memorandum*") sets forth our respective understandings of the basic terms and conditions pursuant to which the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT FOUNDATION**, a United States tax-exempt educational corporation organized and existing under the laws of the State of California, directly or through a wholly-owned U.S. subsidiary being formed for purposes of developing international education opportunities including the joint venture described herein ("*RSCCDF*"), will enter into a joint venture with **AL KHALEEJ TRAINING AND EDUCATION CORPORATION**, a corporation organized and existing under the laws of the Kingdom of Saudi Arabia ("*Al Khaleej*"), to jointly develop (the "*Joint Venture*") one or more training college institutions within the Kingdom of Saudi Arabia ("*KSA*"), if and to the extent that the right to create such community colleges is granted to RSCCDF/Al Khaleej by the Government of Saudi Arabia under its Colleges of Excellence Initiative (the "*COE Rights*"), and such other projects as the parties may mutually determine, all as further described, and in accordance with the terms and conditions set forth, in this Memorandum. The material terms of our joint understanding is as follows:

**1. Formation of Joint Venture.**

- (a) Subject to the terms and conditions contained herein, each of RSCCDF and Al Khaleej shall work cooperatively together to form the Joint Venture, the purpose of which shall be to operate one or more educational institutions ("*Colleges*") which will provide certain educational programs and other community college offerings to students in the KSA, as well as the conduct of such other projects or business as the parties may mutually agree (the "*Joint Venture Purpose*").
- (b) The initial work of the Joint Venture will be to serve as the "*Training Provider*" and perform the "*Services*" as such terms are defined in the form of the Capability

Mr. Alwaleed Aldryaan  
Al Khaleej Training and Education Corporation  
April 30, 2015  
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Building Contract to be entered into between Colleges of Excellence Company and RSCCDF, in respect of the AlBaha College of Technology and the Khamis Mushait College of Technology (collectively, the "*Technical Colleges*").

- (c) As soon as practicable following the execution of this Memorandum by both parties, the parties shall cause their respective counsel to draft a definitive joint venture agreement (the "*JV Agreement*") embodying the business terms set out herein. Thereafter, the parties shall each take such further actions as may be necessary or desirable in furtherance of the Joint Venture Purpose consistent with the JV Agreement.
- (d) The JV Agreement shall provide for RSCCDF to form a new corporation or other appropriate and mutually agreeable entity in the KSA ("*NEWCO*") to operate one or more Colleges in the KSA (commencing with the *Technical Colleges*"), following receipt of COE Rights from the Saudi government (provided, however, that certain preparatory activities may be initiated by the parties prior to the receipt of any COE Rights in order to obtain a Foreign Investment License ("*FIL*") from the KSA). Equity ownership in the NEWCO shall be allocated fifty-one percent (51%) to RSCCDF, and forty-nine percent (49%) to Al Khaleej. The governing documents shall provide protective rights to Al Khaleej ensuring that its interest in NEWCO cannot be impaired without its consent. The parties shall cause NEWCO to have a Board of Managers comprised of one representative of each party, and which may further designate someone to serve as a General Manager of NEWCO.
- (e) As additional consideration for its interest in the Joint Venture, Al Khaleej shall be responsible for providing all funding necessary to accomplish the Joint Venture Purpose, including without limitation the specific bonding obligations and working capital requirements of the Training Provider under the Capability Building Contract. The JV Agreement shall provide for the parties to mutually agree to a budget for the first year of operation of NEWCO, which budget shall be appended as an Exhibit to the JV Agreement (the "*First Year Budget*"). Al Khaleej shall fund twenty percent (20%) of the First Year Budget promptly following execution of the JV Agreement and the opening of a Joint Venture bank account, and the remaining portion shall be paid in accordance with the schedule determined by RSCCDF to fulfil its obligations under the Capability Building Contract. Recoupment of the amounts paid by Al Khaleej pursuant to the JV Agreement may be claimed through expense reimbursements from COE, for which NEWCO shall submit timely a unified invoice in accordance with COE's requirements regarding expense reimbursement. All reimbursement amounts shall be allocated to Al Khaleej against the amount of funding it has provided to NEWCO. Any expenses not reimbursed by COE, including recruitment expenses, shall be recouped by Al Khaleej out of its profits from the Joint Venture.

Mr. Alwaleed Aldryaan  
Al Khaleej Training and Education Corporation  
April 30, 2015  
Page 3

- (f) The JV Agreement shall include, as an Exhibit to it, the form of a Management Agreement which will be entered into among the parties and NEWCO following its formation (the "*Management Agreement*"). The Management Agreement will call for RSCCDF, as the Manager, to implement, oversee and control all aspects of NEWCO's operation of community college institutions in the KSA, including initially the Technical Colleges pursuant to the Capability Building Contract. Such management services will include providing NEWCO with strategies, methodologies and techniques pertaining to recruitment, curricula, faculty development, vocational training, work programs, class management and other matters of importance to the successful operation of community colleges. In consideration for its management services to NEWCO under the Management Agreement, RSCCDF shall receive from NEWCO a monthly fee (the "*Management Fee*") equal to eight percent (8%) of the gross revenues received by NEWCO during the preceding month. The parties shall modify the proposed structure of the Management Agreement upon further consultation with a Saudi tax advisor, and shall generally work with such advisor to structure the Joint Venture and its operations so as to obtain the most favorable tax positions for the parties. RSCCDF shall have the right to designate one or more sub-contractors to assist it with the performance of Training Provider Services, and NEWCO shall compensate such sub-contractors in accordance with such agreements as NEWCO may determine.
- (g) The JV Agreement shall also include, as an Exhibit to it, the form of an Administrative Services Agreement which will be entered into among the parties and NEWCO following its formation (the "*Services Agreement*"). The Services Agreement will call for Al Khaleej to provide to NEWCO all administrative services necessary for the day-to-day operation of NEWCO, consistent with the terms of the JV Agreement, and such other guidelines and policies as may be adopted by the parties from time to time during the term of the Joint Venture. Such services will include handling the accounting, banking, employment, compliance, marketing, sales, facilities management and all aspects of the administration and operation of NEWCO, other than those items specifically reserved to RSCCDF under the Management Agreement. In consideration for its administrative services to NEWCO under the Services Agreement, Al Khaleej shall be entitled to receive from NEWCO a monthly fee (the "*Administrative Fee*") equal to all revenues received by NEWCO during the preceding month, after deducting therefrom all expenses of NEWCO of every sort payable during such month, including the Management Fee., and (ii) all amounts required to be reserved by NEWCO from time to time pursuant to the Saudi Company Act.
- (h) Finally, the JV Agreement shall make clear that all assets contributed to, developed or purchased by NEWCO in furtherance of the Joint Venture Purpose (other than any intellectual property rights owned by either party and licensed for use by NEWCO), shall be deemed for all purposes as assets of NEWCO. Upon a sale or other disposition of the business or assets of NEWCO, the parties shall share in the

Mr. Alwaleed Aldryaan  
Al Khaleej Training and Education Corporation  
April 30, 2015  
Page 4

proceeds therefrom, including without limitation the good will associated therewith, in accordance with their respective percentages of ownership of the NEWCO, provided, however, that all assets purchased by NEWCO using funds provided by, or which are otherwise contributed by, Al Khaleej shall be allocated to Al Khaleej upon any liquidation of the Joint Venture or the distribution of its assets. The parties shall sign all such documents and take all such actions as may be reasonably required by the other party to ensure that each party obtains the ownership status to which it is entitled by virtue of, and consistent with, these provisions.

- (i) The Joint Venture shall remain in effect until such time as either party shall provide written notice to the other that it desires to terminate the Joint Venture. Following such termination, the parties shall cause NEWCO to wind up its business, liquidate and dissolve in accordance with the terms of the Joint Venture Agreement and applicable law. In the event either party elects to terminate the Joint Venture, and the non-terminating party is not in breach of the JV Agreement or any ancillary documents, then such non-terminating party, or a subsidiary or affiliate of such party, shall have the right to purchase the terminating party's interest in the Joint Venture at a mutually agreed price.

2. **Representations and Warranties.** The parties shall each make in the JV Agreement, as applicable, all of the terms, conditions, representations and warranties concerning the parties, their respective intellectual property rights to be used in the Joint Venture, and such other matters as are customarily contained in such agreements.

3. **Confidentiality.**

- (a) Each party hereby acknowledges that, in connection with the documentation and consummation of the Joint Venture transactions contemplated by this Letter, either party (in each case, the "*Disclosing Party*") may disclose to the other party (in each case, the "*Receiving Party*") information which is proprietary, confidential and valuable to the Disclosing Party, including without limitation intellectual property, concepts, formulations, business strategies, processes, product developments, product specifications, trade secrets, test results, sales data and sales records, business and marketing strategy, and other records, lists, documents or information used by the Disclosing Party in its operations and/or provided to the Joint Venture (collectively, such party's "*Confidential Information*"). The Receiving Party shall maintain the Disclosing Party's Confidential Information in strict confidence and shall not disclose such Proprietary Information, directly or indirectly, to any party, or use such Confidential Information for the benefit of the Receiving Party or any other party, without the Disclosing Party's prior written consent; provided, however, that the Receiving Party may disclose such Confidential Information only to authorized employees of the Receiving Party who require such information solely in furtherance of the Receiving Party's obligations under this Letter or the JV Agreement and who

Mr. Alwaleed Aldryaan  
Al Khaleej Training and Education Corporation  
April 30, 2015  
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are bound by written agreements setting forth similar prohibitions regarding the disclosure or use of such Proprietary Information.

- (b) The obligations with regard to confidentiality hereunder shall not extend to any Confidential Information which: (i) at the time of its disclosure is in the public domain through no fault of the Receiving Party, its employees, advisors or agents, or thereafter becomes part of the public domain by publication or otherwise through no fault of the Receiving Party, its employees, advisors or agents; (ii) the Receiving Party can establish by independent confirmation was property in its possession prior to the time of disclosure to it; (iii) is independently made available to the Receiving Party by a third party who has not violated the law, or a confidential relationship with the Disclosing Party; or (iv) is required to be disclosed by legal process, provided, however, that the Receiving Party uses its best efforts to limit the disclosure and maintain confidentiality and timely informs the Disclosing Party and permits the Disclosing Party to attempt by appropriate legal means to limit such disclosure.
- (c) Al Khaleej acknowledges notice from RSCCDF, as further memorialized in this Memorandum, that RSCCDF, directly and by reason of its relationship with and assistance to the Rancho Santiago Community College District, RSCCDF conducts public meetings, seeks to be and is transparent in its activities, and is required to comply and complies with record requests from third parties. As such, in signing this Memorandum, it should be understood that RSCCDF, in approving this document, later documents and in carrying on its activities, functions with full intended public access and disclosure under California law. Where confidential items of Al Khaleej are to be provided, all permissible efforts will be made to assure continued confidentiality consistent with California law.
4. **Termination.** Either party may terminate discussions, the preparation of the definitive JV Agreement and other efforts seeking to complete the transactions described herein if the parties have not executed a satisfactory definitive JV Agreement embodying the material terms of this Letter by not later than sixty (60) days following notification to both parties that COE Rights have been granted by the government of Saudi Arabia for the creation of at least one community college, provided that the party exercising the option to terminate has acted timely and in good faith.
5. **Nature of Memorandum of Understanding.** It is understood that this Memorandum is non-binding and constitutes a statement of our mutual intentions with respect to the transactions described herein, and does not contain the final terms or address all matters upon which a mutual agreement must be reached in order for the transactions to be consummated as contemplated hereby. A binding commitment with respect to the transactions contemplated hereby will result only from the execution of the definitive JV Agreement. Notwithstanding the foregoing, the provisions of Sections 3 through 6, inclusive, shall be fully binding upon the parties hereto, and shall survive any termination of this Memorandum pursuant to Section 4 above.

Mr. Alwaleed Aldryaan  
Al Khaleej Training and Education Corporation  
April 30, 2015  
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**6. General Provisions.**

- (a) Each party shall be responsible for its own costs and expenses incurred in preparing this Memorandum and the negotiation, documentation, consummation and implementation of the Joint Venture to be entered into between the parties as contemplated herein.
- (b) This Memorandum, and the JV Agreement including all Exhibits attached thereto, shall be governed by the laws of the KSA, and are intended to be fully-enforceable in accordance with their respective terms by any Court of competent jurisdiction sitting in the KSA or in the State of California. Any dispute arising hereunder may be brought in any such Court of competent jurisdiction.
- (c) In the event that any Party shall be forced to bring any legal action in any jurisdiction to protect or defend its rights hereunder or under the JV Agreement including all Exhibits attached thereto, the prevailing party in such proceeding shall be entitled to reimbursement from the non-prevailing party of all fees, costs and other expenses (including, without limitation, the reasonable expenses of its attorneys) in bringing or defending against such action.

If you are in agreement with all of the foregoing terms and conditions, please so indicate by signing both copies of this Letter of Intent, and returning one to me for our files. Should you have any questions about this Letter of Intent, please don't hesitate to call me.

Sincerely,

**RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT FOUNDATION**

Dated:

By: \_\_\_\_\_

Name: Enrique Perez, J.D.  
Title: Chief Executive Officer, Member of the Board,  
Rancho Santiago Community College District Foundation

Dated:

By: \_\_\_\_\_

Name: Raul Rodriquez, Chancellor  
Title: Member of the Board, Rancho Santiago Community  
College District Foundation

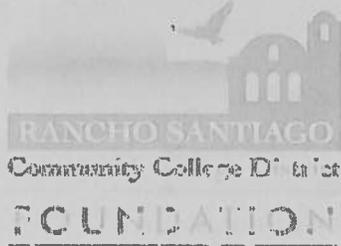
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Al Khaleej Training and Education Corporation  
April 30, 2015  
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**Agreed to and accepted:**

**AL KHALEEJ TRAINING AND EDUCATION CORPORATION:**

By : \_\_\_\_\_  
Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Date : \_\_\_\_\_



2323 North Broadway • Santa Ana, CA 92706 • (714) 480-7460 • www.rancho.edu

Santa Ana College • Santa Ana Canyon College

May 12, 2015

**BY EMAIL**

[Original – Regular Mail]

Arian Pirayesh, Esq.

[[arianp@rac-law.com](mailto:arianp@rac-law.com)]

Reich, Adell & Cvitan, APLC

2670 North Main Street, Suite 300

Santa Ana, California 92705

Re: Rancho Santiago Community College District Foundation

Dear Mr. Pirayesh:

The Rancho Santiago Community College District Foundation (the “Foundation”) has received your cease and desist letter, dated April 16, 2015, alleging that the following described past discussions and/or actions of the Board violated certain provisions of the Ralph M. Brown Act (the “Brown Act”), and requesting corrective action within thirty (30) days:

1. Failing to hold meetings open to the public in violation of Government Code section 54953;
2. Discouraging a member of the public from attending Board meetings by outright denial or by placing conditions precedent to his or her attendance in violation of Government Code section 54953.3;
3. Failing to post notice and agendas at least 72 hours in advance of any regular meeting in violation of Government Code section 54954.2(a);
4. Failing to deliver notice of special meetings at least 24 hours in advance to those who request it in violation of Government Code section 54955.1;
5. Failing to deliver notice of emergency meetings at least one hour in advance in violation of Government Code section 54954.2(a)(1);
6. Discussing and allowing action on items that have not been agendaized in violation of Government Code section 54954.2(a)(1);

**FOUNDATION BOARD MEMBERS:**

Claudia C. Alvarez • Arianna Barrios • David Coffaro • Kristin Crellin • Hector J. Infante • Todd O. Litfin • Eddie Marquez • Nelida Mendoza Yañez • Enrique Perez • Richard Porras • Dr. Raúl Rodríguez

Ex-Officio Members-Non Voting: John Didion • Peter Hardash • Dr. Erlinda Martinez • Dr. John Weispferming

7. Holding serial meetings, "hub and spoke" meetings, or other series of communications of any kind, outside of a meeting authorized by the Ralph M. Brown Act, directly or through intermediaries, that discuss, deliberate or take action on any item of business that is within the subject matter jurisdiction of the Board of Directors in violation of Government Code section 54952.2;
8. While in a valid closed sessions, failing to publicly report any action taken in closed session as well as the vote or abstention on that action of every member present in violation of Government Code section 54957.1; and
9. Failing to disclose in open session the items or items to be discussed in any closed session of the Board, in violation of Government Code section 54957.

The Board appreciated receipt of your letter, as it appropriately raised issues associated with the Foundation's intended and previously understood compliance with open meeting requirements and statutory procedures. While regretting the necessity for the correspondence, and disagreeing with any intention by the Foundation in general or the Board in particular to do anything but carry on the business and activities of the Foundation in full compliance with all legal and Bylaw requirements, appropriate and prompt steps were undertaken to responsibly address and correct matters, and to put in place procedures and protocols to assure full compliance and transparency in the future.

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act and pursuant to Government Code section 54960.2(c), the Rancho Santiago Community College District hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action as described above. This commitment was approved by the Board at the meeting held on May 12, 2015, as properly noticed, agendized, and posted in strict compliance with the provisions of the Brown Act.

The Foundation may rescind this commitment only by a majority vote of the Board taken in Open Session at a regular meeting and noticed on its posted Agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address or addresses you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, you will have the right to commence legal action pursuant to subdivision (a) of Section 54960 of the Government Code. That notice will be delivered to you by the same means as this commitment, or may be mailed to an address that you have designated in writing.

Very truly yours,

---

Enrique Perez, J.D.  
Chief Executive Officer  
Rancho Santiago Community College  
District Foundation

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**Member, Foundation Board  
Rancho Santiago Community College  
District Foundation**

**cc: Robert J. Feldhake, Esq.  
The Feldhake Law Firm, APC**

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