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Santa Ana College • Santiago Canyon College

BOARD OF DIRECTORS REGULAR MEETING

Tuesday, September 29, 2015 – 8:00 a.m.

Board Room #107, District Office

MINUTES

I. CALL TO ORDER

The meeting was called to order at 8:07 a.m. by Ms. Kristin Crellin.

II. ROLL CALL

Members in attendance: Ms. Arianna Barrios, Mr. David Coffaro, Ms. Kristin Crellin, Mr. Todd O. Litfin, Mr. Eddie Marquez and Ms. Nelida Mendoza Yáñez

Ex-Officio Voting Members in attendance: Mr. Peter Hardash, Mr. Enrique Perez and Dr. Raúl Rodríguez

Ex-Officio Non-Voting Members in attendance: Mr. John Didion, Dr. Erlinda Martinez and Dr. John Weispfenning

Guests: Mr. Ken August and Mr. Robert Feldhake

Not Present: Mr. Hector J. Infante & Mr. Richard Porras

III. APPROVAL OF THE AGENDA

A. Amendments and Corrections

There were no amendments or corrections to the agenda.

B. Approval of Agenda

It was moved by Ms. Barrios, seconded by Mr. Litfin and carried unanimously to approve the September 29, 2015 regular meeting agenda.

IV. APPROVAL OF MINUTES

A. Corrections

Corrections were made to sections VIII and IX of the July 16, 2015 regular meeting minutes

B. Approval of the Minutes

It was moved by Mr. Litfin, seconded by Dr. Rodríguez and carried unanimously to approve the July 16, 2015 regular meeting minutes with corrections.

V. PUBLIC COMMENT

Dr. Barry Resnick, SCC faculty member & President of FARSCCD, spoke regarding the Joint Venture agreement between Saudi Arabia and the Rancho Santiago Community College District Foundation.

FOUNDATION BOARD MEMBERS:

Arianna Barrios • Kristin Crellin • Hector J. Infante • Todd O. Litfin • Eddie Marquez • Nelida Mendoza Yáñez • Richard Porras • David G. Coffaro

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

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

VI. **PRESIDENT'S REPORT**

No report was given by the President.

VII. **EXECUTIVE DIRECTOR'S REPORT**

Mr. Perez reported on updates regarding the "Capability Building Project". A new Minister of Labor has been appointed in Saudi Arabia and his #1 goal for the ministry is job creation for young Saudis. He has publicly announced support of this project and has moved the start date to January/February of 2016.

(At this point Trustee Mendoza-Yañez arrived to the meeting.)

VIII. **COMMITTEE REPORTS**

No reports were given.

IX. **APPROVAL OF TREASURER'S REPORTS**

- A. Treasurer's Reports for months ending 5/31/15 & 6/30/15
- B. Investment Report – Information

Discussion ensued. Mr. Coffaro requested a copy of the Investment Policy Statement.

It was moved by Mr. Litfin, seconded by Ms. Mendoza-Yañez and carried unanimously to approve the Treasurer's and Investment Reports as presented.

X. **STAFF REPORTS**

No reports were given

XI. **COLLEGE PRESIDENT'S REPORTS**

President of Santiago Canyon College, Dr. Weispfenning, spoke on the Accreditation Report, current enrollment, the college receiving the Energy and Sustainability Award by the Board of Governors for the retro commissioning of the Science Center, Santiago Canyon College being one of the top 10 community colleges in the Los Angeles area, the undefeated Woman's Soccer team and SCC's involvement in Distance Education with Bellevue University in Omaha, Nebraska.

President of Santa Ana College, Dr. Martinez, spoke on the Accreditation Report, the Bachelor's degree being offered in Occupational Studies, current enrollment, awards given to SAC for degree's awarded to minorities, SAC's 100-year birthday party, the Soldiers to Scholars Wine Tasting event and the Pageant of the Trees event.

XII. **BOARD MEMBER COMMENTS**

Mr. Litfin commented on the drone he saw flying during SAC's 100-year party taking pictures during the event. Pertaining to public disclosure, Mr. Litfin commented on being the City Attorney for Yorba Linda and being involved in a property tax lawsuit between the County of Orange and the State which named RSCCD as a party. He stated that it's a non-contested matter and that he had noted it on the Conflict of Interest form.

Ms. Barrios commented about how she co-Chairs the Board Policy Committee for RSCCD. The Board Policy Committee is bringing awareness of how the different programs percolate up through the District and the Foundation, and how through Board Policy go through future programs are aligned with Accreditation standards and those program are vetted by different voices throughout the District. That

will be coming through the Board Policy Committee in the next month and will bring back to report on how it will affect any future programs.

Ms. Mendoza-Yañez thanked the college Presidents for their hard work that brings nationwide results and recognition to the colleges.

XIII. ITEMS FOR DISCUSSION AND/OR ACTION

- A. Second review, update on, and Approval of the Joint Venture Agreement between the Rancho Santiago Community College District Foundation with Al Khaleej Training and Education (for discussion and/or action). (First review made on June 12, 2015 meeting).

Mr. Feldhake & Mr. August updated the Board on the Joint Venture Agreement. Discussion ensued.

It was moved by Ms. Mendoza-Yañez, seconded by Mr. Coffaro and carried unanimously to approve the Joint Venture Agreement with a motion to include a stipulation for the Exhibit B "budget" be fully funded by the Saudis.

- B. Approval of contract with TPA-Townsend Public Affairs, INC. (for discussion and/or action).

Mr. Perez presented the contract.

It was moved by Ms. Barrios, seconded by Ms. Mendoza-Yañez and carried unanimously to approve the Townsend Public Affairs contract.

- C. Approval of reimbursement to Rancho Santiago Community College District in connection with TPA-Townsend Public Affairs, INC. contract for services rendered to RSCCD Foundation for July and August, 2015 (for discussion and/or action).

Mr. Perez spoke on the purpose of the reimbursement to the District.

It was moved by Mr. Litfin, seconded by Ms. Barrios and carried unanimously to approve the reimbursement to Rancho Santiago Community College District for the Townsend Public Affairs contract.

- D. Approval of Budget for 2015/2016 (for discussion and/or action).

Mr. Perez presented the Budget for 2015/2016. Discussion ensued. Investing in students, the ASG's, International Students and scholarships was suggested as a priority. It was requested that guidelines be developed for allocation of funds.

It was moved by Mr. Litfin, seconded by Ms. Mendoza-Yañez and carried unanimously to approve the Budget with guidelines to be produced at a later time.

- E. Approval of amendments to the Bylaws (for discussion and/or action).

Mr. Perez and Mr. Feldhake presented the amendments to the Bylaws. Updates are being made to clarify the Brown Act provisions for the Corporation. Discussion ensued. Amendments to the Bylaws would be effective at the next meeting.

It was moved by Mr. Litfin, seconded by Dr. Rodriguez and carried unanimously to approve amendments to the Bylaws as presented.

(Dr. Martinez and Mr. Marquez left the meeting at this time.)

F. Possible change in meeting time of day (for discussion and/or action).

Mr. Perez discussed the possibility of changing the time of the meetings. Discussion ensued. Tuesday was kept as the meeting day.

XIV. **CLOSED SESSION**

A. **Pending or potential 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) and (c)**

The Board convened into closed session at 9:18am. to consider pending or potential litigation pursuant to Government Code Section §54956.9(a), (b) and (c).

XIV. **RETURN TO OPEN SESSION**

The Board reconvened at 9:43am.

Ms. Crellin reported the Board discussed pending or potential litigation and took no reportable action during closed session.

XV. **FOR INFORMATION**

Conflict of Interest Statements for 2015-2016

Ms. Crellin noted that Board members are asked to complete the Conflict of Interest Statements for 2015-2016 that were provided at the meeting. Mr. Perez stated that this is an annual request and all completed forms should be returned to his office.

XVI. **FUTURE MEETINGS**

Tuesday, January 19, 2016 at 8am – Board of Directors Regular Meeting

XVII. **ADJOURNMENT**

The next regular meeting of the Board of Directors will be held on January 19, 2016 at 2323 N. Broadway, Santa Ana, California 92706 at 8am.

There being no further business, Ms. Crellin adjourned the meeting at 9:44am.

Minutes Approved: _____

	Unrestricted Fund	Trust Fund	Scholarship Fund	Endowment Fund	Total All Funds
ASSETS					
Cash and Equivalents	(2,611.71)	0.00	0.00	74,514.75	71,903.04
Accounts Receivable	0.00	0.00	0.00	30,827.19	30,827.19
Due To (From) Other Funds	0.00	0.00	0.00	0.00	0.00
Due From Affiliated Foundations	0.00	0.00	0.00	0.00	0.00
Investments, At Fair Value	152,539.83	0.00	0.00	0.00	152,539.83
Prepaid Expenses	0.00	0.00	0.00	0.00	0.00
Office Equipment, Net of Depreciation	522.87	0.00	0.00	0.00	522.87
Total Assets	\$160,460.99	\$0.00	\$0.00	\$105,341.94	\$255,792.93
LIABILITIES AND NET ASSETS					
Liabilities					
Accounts Payable	64,887.32	0.00	0.00	0.00	64,887.32
Due to Affiliated Foundations	0.00	0.00	0.00	0.00	0.00
Total Liabilities	64,887.32	\$0.00	0.00	0.00	64,887.32
Net Assets	85,563.67	\$0.00	0.00	105,341.94	190,905.61
Tot. Liabilities and Net Assets	\$160,460.99	\$0.00	\$0.00	\$105,341.94	\$255,792.93

	Unrestricted Fund	Trust Fund	Scholarship Fund	Endowment Fund	Total All Funds
REVENUES					
Contributions, Gifts, Donations	0.00	0.00	0.00	0.00	0.00
Fundraising	0.00	0.00	0.00	0.00	0.00
Interest and Dividends	6.73	0.00	0.00	0.00	6.73
Realized/Unrealized Gains (Losses)	575.89	0.00	0.00	0.00	575.89
Transfers In	0.00	0.00	0.00	0.00	0.00
Total Revenues	<u>582.62</u>	<u>\$0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>582.62</u>
EXPENDITURES					
Supplies	0.00	0.00	0.00	0.00	0.00
Contract and Outside Services	0.00	0.00	0.00	0.00	0.00
Travel and Conference Expense	150.00	0.00	0.00	0.00	150.00
Licenses, Dues, Memberships	0.00	0.00	0.00	0.00	0.00
Legal, Audit, Professional Fees	0.00	0.00	0.00	0.00	0.00
Bank Charges & Credit Card Use Fees	118.46	0.00	0.00	0.00	118.46
Other Operating Expenses/Services	0.00	0.00	0.00	0.00	0.00
Community/Public Relations	(85.35)	0.00	0.00	0.00	(85.35)
Transfers Out	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>183.11</u>	<u>\$0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>183.11</u>
Revenue Over (Under) Expenditure	<u>399.51</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>399.51</u>
Beginning Net Asset Balance	<u>85,164.16</u>	<u>0.00</u>	<u>0.00</u>	<u>105,341.94</u>	<u>190,506.10</u>
Ending Net Assets Balance	<u>\$85,563.67</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$105,341.94</u>	<u>\$190,905.61</u>

	Unrestricted Fund	Trust Fund	Scholarship Fund	Endowment Fund	Total All Funds
ASSETS					
Cash and Equivalents	(59,650.35)	0.00	0.00	74,514.75	14,864.40
Accounts Receivable	0.00	0.00	0.00	30,827.19	30,827.19
Due To (From) Other Funds	0.00	0.00	0.00	0.00	0.00
Due From Affiliated Foundations	0.00	0.00	0.00	0.00	0.00
Investments, At Fair Value	152,381.31	0.00	0.00	0.00	152,381.31
Prepaid Expenses	0.00	0.00	0.00	0.00	0.00
Office Equipment, Net of Depreciation	522.87	0.00	0.00	0.00	522.87
Total Assets	\$93,253.83	\$0.00	\$0.00	\$105,341.94	\$198,595.77
LIABILITIES AND NET ASSETS					
Liabilities					
Accounts Payable	7,239.00	0.00	0.00	0.00	7,239.00
Due to Affiliated Foundations	0.00	0.00	0.00	0.00	0.00
Total Liabilities	7,239.00	\$0.00	0.00	0.00	7,239.00
Net Assets	86,014.83	\$0.00	0.00	105,341.94	191,366.77
Tot. Liabilities and Net Assets	\$93,253.83	\$0.00	\$0.00	\$105,341.94	\$198,595.77

	Unrestricted Fund	Trust Fund	Scholarship Fund	Endowment Fund	Total All Funds
REVENUES					
Contributions, Gifts, Donations	0.00	0.00	0.00	0.00	0.00
Fundraising	0.00	0.00	0.00	0.00	0.00
Interest and Dividends	8.35	0.00	0.00	0.00	8.35
Realized/Unrealized Gains (Losses)	417.37	0.00	0.00	0.00	417.37
Transfers In	0.00	0.00	0.00	0.00	0.00
Total Revenues	425.72	\$0.00	0.00	0.00	425.72
EXPENDITURES					
Supplies	0.00	0.00	0.00	0.00	0.00
Contract and Outside Services	0.00	0.00	0.00	0.00	0.00
Travel and Conference Expense	150.00	0.00	0.00	0.00	150.00
Licenses, Dues, Memberships	0.00	0.00	0.00	0.00	0.00
Legal, Audit, Professional Fees	0.00	0.00	0.00	0.00	0.00
Bank Charges & Credit Card Use Fees	118.46	0.00	0.00	0.00	118.46
Other Operating Expenses/Services	0.00	0.00	0.00	0.00	0.00
Community/Public Relations	(693.41)	0.00	0.00	0.00	(693.41)
Transfers Out	0.00	0.00	0.00	0.00	0.00
Total Expenditures	(424.95)	\$0.00	0.00	0.00	(424.95)
Revenue Over (Under) Expenditure	850.67	0.00	0.00	0.00	850.67
Beginning Net Asset Balance	85,164.16	0.00	0.00	105,341.94	190,506.10
Ending Net Assets Balance	\$86,014.83	\$0.00	\$0.00	\$105,341.94	\$191,356.77

	Unrestricted Fund	Trust Fund	Scholarship Fund	Endowment Fund	Total All Funds
ASSETS					
Cash and Equivalents	(59,649.36)	0.00	0.00	74,514.75	14,865.39
Accounts Receivable	0.00	0.00	0.00	30,827.19	30,827.19
Due To (From) Other Funds	0.00	0.00	0.00	0.00	0.00
Due From Affiliated Foundations	0.00	0.00	0.00	0.00	0.00
Investments, At Fair Value	152,676.23	0.00	0.00	0.00	152,676.23
Prepaid Expenses	0.00	0.00	0.00	0.00	0.00
Office Equipment, Net of Depreciation	522.87	0.00	0.00	0.00	522.87
Total Assets	\$93,549.74	\$0.00	\$0.00	\$105,341.94	\$198,891.68
LIABILITIES AND NET ASSETS					
Liabilities					
Accounts Payable	7,239.00	0.00	0.00	0.00	7,239.00
Due to Affiliated Foundations	0.00	0.00	0.00	0.00	0.00
Total Liabilities	7,239.00	\$0.00	\$0.00	0.00	7,239.00
Net Assets	86,310.74	\$0.00	0.00	105,341.94	191,652.68
Tot. Liabilities and Net Assets	\$93,549.74	\$0.00	\$0.00	\$105,341.94	\$198,891.68

	Unrestricted Fund	Trust Fund	Scholarship Fund	Endowment Fund	Total All Funds
REVENUES					
Contributions, Gifts, Donations	0.00	0.00	0.00	0.00	0.00
Fundraising	0.00	0.00	0.00	0.00	0.00
Interest and Dividends	9.34	0.00	0.00	0.00	9.34
Realized/Unrealized Gains (Losses)	712.29	0.00	0.00	0.00	712.29
Transfers In	0.00	0.00	0.00	0.00	0.00
Total Revenues	721.63	\$0.00	0.00	0.00	721.63
EXPENDITURES					
Supplies	0.00	0.00	0.00	0.00	0.00
Contract and Outside Services	0.00	0.00	0.00	0.00	0.00
Travel and Conference Expense	150.00	0.00	0.00	0.00	150.00
Licenses, Dues, Memberships	0.00	0.00	0.00	0.00	0.00
Legal, Audit, Professional Fees	0.00	0.00	0.00	0.00	0.00
Bank Charges & Credit Card Use Fees	118.46	0.00	0.00	0.00	118.46
Other Operating Expenses/Services	0.00	0.00	0.00	0.00	0.00
Community/Public Relations	(693.41)	0.00	0.00	0.00	(693.41)
Transfers Out	0.00	0.00	0.00	0.00	0.00
Total Expenditures	(424.95)	\$0.00	0.00	0.00	(424.95)
Revenue Over (Under) Expenditure	1,146.58	0.00	0.00	0.00	1,146.58
Beginning Net Asset Balance	86,164.16	0.00	0.00	105,341.94	190,506.10
Ending Net Assets Balance	\$86,310.74	\$0.00	\$0.00	\$105,341.94	\$191,652.68

	Unrestricted Fund	Trust Fund	Scholarship Fund	Endowment Fund	Total All Funds
ASSETS					
Cash and Equivalents	853.51	0.00	0.00	120,514.75	121,368.26
Accounts Receivable	0.00	0.00	0.00	30,827.19	30,827.19
Due To (From) Other Funds	0.00	0.00	0.00	0.00	0.00
Due From Affiliated Foundations	0.00	0.00	0.00	0.00	0.00
Investments, At Fair Value	1,000.24	0.00	0.00	0.00	1,000.24
Prepaid Expenses	0.00	0.00	0.00	0.00	0.00
Office Equipment, Net of Depreciation	522.87	0.00	0.00	0.00	522.87
Total Assets	\$2,376.62	\$0.00	\$0.00	\$151,341.94	\$153,718.56
LIABILITIES AND NET ASSETS					
Liabilities					
Accounts Payable	7,239.00	0.00	0.00	0.00	7,239.00
Due to Affiliated Foundations	0.00	0.00	0.00	0.00	0.00
Total Liabilities	7,239.00	\$0.00	0.00	0.00	7,239.00
Net Assets	(4,862.38)	\$0.00	0.00	151,341.94	146,479.56
Tot. Liabilities and Net Assets	\$2,376.62	\$0.00	\$0.00	\$151,341.94	\$153,718.56

	Unrestricted Fund	Trust Fund	Scholarship Fund	Endowment Fund	Total All Funds
REVENUES					
Contributions, Gifts, Donations	5,520.00	0.00	0.00	46,000.00	51,520.00
Fundraising	0.00	0.00	0.00	0.00	0.00
Interest and Dividends	18.26	0.00	0.00	0.00	18.26
Realized/Unrealized Gains (Losses)	719.63	0.00	0.00	0.00	719.63
Transfers In	151,683.33	0.00	0.00	0.00	151,683.33
Total Revenues	157,941.22	\$0.00	0.00	46,000.00	203,941.22
EXPENDITURES					
Supplies	0.00	0.00	0.00	0.00	0.00
Contract and Outside Services	0.00	0.00	0.00	0.00	0.00
Travel and Conference Expense	150.00	0.00	0.00	0.00	150.00
Licenses, Dues, Memberships	0.00	0.00	0.00	0.00	0.00
Legal, Audit, Professional Fees	96,566.90	0.00	0.00	0.00	96,566.90
Bank Charges & Credit Card Use Fees	118.46	0.00	0.00	0.00	118.46
Other Operating Expenses/Services	142.48	0.00	0.00	0.00	142.48
Community/Public Relations	(693.41)	0.00	0.00	0.00	(693.41)
Transfers Out	151,683.33	0.00	0.00	0.00	151,683.33
Total Expenditures	247,987.76	\$0.00	0.00	0.00	247,987.76
Revenue Over (Under) Expenditure	(90,026.54)	0.00	0.00	46,000.00	(44,026.54)
Beginning Net Asset Balance	85,164.16	0.00	0.00	105,341.94	190,506.10
Ending Net Assets Balance	\$14,862.38	\$0.00	\$0.00	\$151,341.94	\$146,479.56

	Unrestricted Fund	Trust Fund	Scholarship Fund	Endowment Fund	Total All Funds
ASSETS					
Cash and Equivalents	863.49	0.00	0.00	120,514.75	121,378.24
Accounts Receivable	0.00	0.00	0.00	30,827.19	30,827.19
Due To (From) Other Funds	0.00	0.00	0.00	0.00	0.00
Due From Affiliated Foundations	0.00	0.00	0.00	0.00	0.00
Investments, At Fair Value	1,000.24	0.00	0.00	0.00	1,000.24
Prepaid Expenses	0.00	0.00	0.00	0.00	0.00
Office Equipment, Net of Depreciation	522.87	0.00	0.00	0.00	522.87
Total Assets	\$2,386.60	\$0.00	\$0.00	\$151,341.94	\$153,728.54
LIABILITIES AND NET ASSETS					
Liabilities					
Accounts Payable	7,239.00	0.00	0.00	0.00	7,239.00
Due to Affiliated Foundations	0.00	0.00	0.00	0.00	0.00
Total Liabilities	7,239.00	\$0.00	0.00	0.00	7,239.00
Net Assets	(4,852.40)	\$0.00	0.00	151,341.94	146,489.54
Tot. Liabilities and Net Assets	\$2,386.60	\$0.00	\$0.00	\$151,341.94	\$153,728.54

	Unrestricted Fund	Trust Fund	Scholarship Fund	Endowment Fund	Total All Funds
REVENUES					
Contributions, Gifts, Donations	5,520.00	0.00	0.00	46,000.00	51,520.00
Fundraising	0.00	0.00	0.00	0.00	0.00
Interest and Dividends	28.24	0.00	0.00	0.00	28.24
Realized/Unrealized Gains (Losses)	719.63	0.00	0.00	0.00	719.63
Transfers In	151,683.33	0.00	0.00	0.00	151,683.33
Total Revenues	157,951.20	\$0.00	0.00	46,000.00	203,951.20
EXPENDITURES					
Supplies	0.00	0.00	0.00	0.00	0.00
Contract and Outside Services	0.00	0.00	0.00	0.00	0.00
Travel and Conference Expense	150.00	0.00	0.00	0.00	150.00
Licenses, Dues, Memberships	0.00	0.00	0.00	0.00	0.00
Legal, Audit, Professional Fees	96,566.90	0.00	0.00	0.00	96,566.90
Bank Charges & Credit Card Use Fees	118.46	0.00	0.00	0.00	118.46
Other Operating Expenses/Services	142.48	0.00	0.00	0.00	142.48
Community/Public Relations	(693.41)	0.00	0.00	0.00	(693.41)
Transfers Out	151,683.33	0.00	0.00	0.00	151,683.33
Total Expenditures	247,957.76	\$0.00	0.00	0.00	247,957.76
Revenue Over (Under) Expenditure	(90,016.56)	0.00	0.00	46,000.00	(44,016.56)
Beginning Net Asset Balance	85,164.16	0.00	0.00	105,341.94	190,506.10
Ending Net Assets Balance	\$(4,852.40)	\$0.00	\$0.00	\$151,341.94	\$146,489.54

	Unrestricted Fund	Trust Fund	Scholarship Fund	Endowment Fund	Total All Funds
ASSETS					
Cash and Equivalents	8,284.33	0.00	0.00	98,014.75	106,299.08
Accounts Receivable	0.00	0.00	0.00	30,827.19	30,827.19
Due To (From) Other Funds	0.00	0.00	0.00	0.00	0.00
Due From Affiliated Foundations	0.00	0.00	0.00	0.00	0.00
Investments, At Fair Value	905.26	0.00	0.00	0.00	905.26
Prepaid Expenses	0.00	0.00	0.00	0.00	0.00
Office Equipment, Net of Depreciation	522.67	0.00	0.00	0.00	522.67
Total Assets	\$9,712.46	\$0.00	\$0.00	\$128,841.94	\$138,554.40
LIABILITIES AND NET ASSETS					
Liabilities					
Accounts Payable	7,089.00	0.00	0.00	0.00	7,089.00
Due to Affiliated Foundations	0.00	0.00	0.00	0.00	0.00
Total Liabilities	7,089.00	\$0.00	0.00	0.00	7,089.00
Net Assets	2,623.46	\$0.00	0.00	128,841.94	131,465.40
Tot. Liabilities and Net Assets	\$9,712.46	\$0.00	\$0.00	\$128,841.94	\$138,554.40

	Unrestricted Fund	Trust Fund	Scholarship Fund	Endowment Fund	Total All Funds
REVENUES					
Contributions, Gifts, Donations	5,520.00	0.00	0.00	46,000.00	51,520.00
Fundraising	0.00	0.00	0.00	0.00	0.00
Interest and Dividends	38.03	0.00	0.00	0.00	38.03
Realized/Unrealized Gains (Losses)	719.65	0.00	0.00	0.00	719.65
Transfers In	174,183.33	0.00	0.00	0.00	174,183.33
Total Revenues	180,461.01	\$0.00	0.00	46,000.00	226,461.01
EXPENDITURES					
Supplies	228.78	0.00	0.00	0.00	228.78
Contract and Outside Services	6,668.00	0.00	0.00	0.00	6,668.00
Travel and Conference Expense	1,545.33	0.00	0.00	0.00	1,545.33
Licenses, Dues, Memberships	0.00	0.00	0.00	0.00	0.00
Legal, Audit, Professional Fees	103,213.74	0.00	0.00	0.00	103,213.74
Bank Charges & Credit Card Use Fees	213.46	0.00	0.00	0.00	213.46
Other Operating Expenses/Services	142.48	0.00	0.00	0.00	142.48
Community/Public Relations	(693.41)	0.00	0.00	0.00	(693.41)
Transfers Out	151,683.33	0.00	0.00	22,500.00	174,183.33
Total Expenditures	263,001.71	\$0.00	0.00	22,500.00	285,501.71
Revenue Over (Under) Expenditure	(82,540.70)	0.00	0.00	23,500.00	(69,040.70)
Beginning Net Asset Balance	85,164.16	0.00	0.00	105,341.94	190,506.10
Ending Net Assets Balance	\$2,823.46	\$0.00	\$0.00	\$126,841.94	\$131,465.40

Portfolio Review

Prepared for:

R.S.C.C.D. FOUNDATION

Information as of December 31, 2015
Prepared on January 7, 2016

Prepared by:

Frederick Fong

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Laguna Niguel CA 92677
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Investment Summary

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Composite Allocation

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Composite Analysis

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Brokerage Accounts Allocation

Brokerage Accounts Analysis

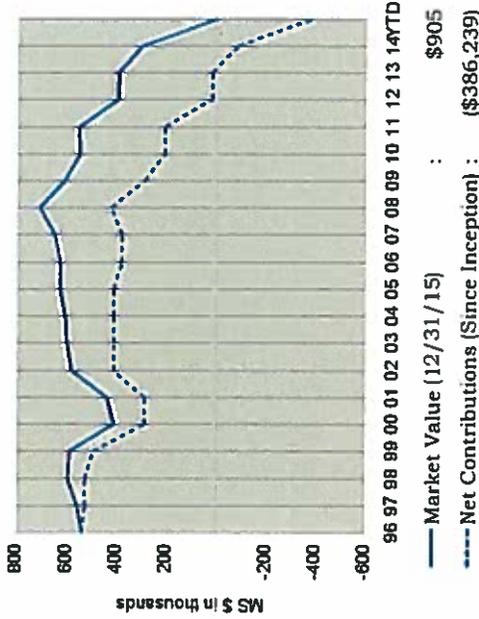
Composite Performance

7

Investment Summary prepared for R.S.C.C.D. FOUNDATION as of 12/31/15

Asset Growth and Portfolio Returns¹

	Year 2012 12/31/11 to 12/31/12	Year 2013 12/31/12 to 12/31/13	Year 2014 12/31/13 to 12/31/14	For the Period 12/31/96 to 12/31/15
Beginning Value	\$555,484	\$396,444	\$397,365	\$538,086
Net Contributions	(189,131)	234	(105,025)	(924,325)
Ending Value	396,444	397,365	300,798	905
Total Returns	\$30,091	\$687	\$8,458	\$387,145
Time Weighted Rate of Return (TWR)	8.7	0.2	2.5	Annualized
Total Net Returns (%)	16.0	32.4	13.7	3.9
S&P 500 (%)	4.8	(2.4)	6.0	5.4
BC Govt Credit (%)	0.1	0.0	0.0	2.3
Citiigroup 3 Month T-Bill (%)				



Asset Allocation

Asset Class	Market Value	% of Total
Cash & Eqv. [C&E]	\$905	100.0
Fixed Income [FI]	-	-
Equities [EQ]	-	-
Alternative Inv. [AI]	-	-
Other [O]	-	-
Total Assets	\$905	100.0

C&E:

*Available Cash is \$905 or 100.00%.

¹ The investment results depicted here represent a net return after the deduction of advisory fees for Morgan Stanley accounts only.

Income Summary

	Year-to-Date	Year 2015	Next 12 Months	Estimated
	01/01/15	01/01/15	02/01/16	
	12/31/15	12/31/15	01/31/17	
Taxable	3,793	-	-	-
Non Taxable	-	-	-	-
Tax Deferred	-	-	-	-
Morgan Stanley Total Income	3,793	-	-	-

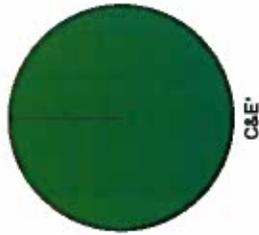
If external holdings were provided, they have been included in this report in order to provide you with a more complete picture of your financial holdings. Please note: Morgan Stanley Smith Barney LLC is not responsible for information (including valuations) from external sources. Please contact your financial advisor to update your information.

Composite Allocation prepared for R.S.C.C.D. FOUNDATION as of 12/31/15

Asset Allocation

Asset Class	Market Value	% of Total
Cash & Eqv. [C&E]	\$905	100.0
Fixed Income [FI]	-	-
Equities [EQ]	-	-
Alternative Inv. [AI]	-	-
Other [O]	-	-
Total Assets	\$905	100.0

*Available Cash is \$905 or 100.00%.



Style Analysis

Fixed Income (% of Household)		Equity (% of Household)	
Domestic		Domestic	
Short	Interm. Long	Value	Core Growth
0.0	0.0	0.0	0.0
0.0	0.0	0.0	0.0
0.0	0.0	0.0	0.0

International		Other	
N/A		Emerg.	
International	N/A	Core	Emerg.
0.0	0.0	0.0	0.0

Asset Allocation Detail

Account No.	Account	Cash Equivalents	Fixed Income	Equities	Alternative Investments	Total Account Value
Household Total		\$905	-	-	-	\$905
		100.0%	-	-	-	100.0%
R.S.C.C.D. FOUNDATION						
202-212548	R.S.C.C.D. FOUNDATION	905	-	-	-	905
	REG	100.0%	-	-	-	100.0%
Portfolio Total		\$905	-	-	-	\$905
		100.0%	-	-	-	100.0%
Household Total		\$905	-	-	-	\$905
		100.0%	-	-	-	100.0%

Continued on next page

1 May include fixed income due within a year.

If external holdings were provided, they have been included in this report in order to provide you with a more complete picture of your financial holdings. Please note: Morgan Stanley Smith Barney LLC is not responsible for information (including valuations) from external sources. Please contact your financial advisor to update your information.

Composite Analysis prepared for R.S.C.C.D. FOUNDATION as of 12/31/15

Fixed Income

This Household does not contain any Composite Fixed Income Holdings

Equities

This Household does not contain any Composite Equity Holdings

If external holdings were provided, they have been included in this report in order to provide you with a more complete picture of your financial holdings. Please note: Morgan Stanley Smith Barney LLC is not responsible for information (including valuations) from external sources. Please contact your financial advisor to update your information.

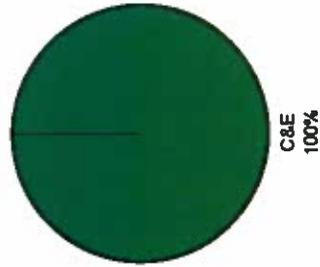
Brokerage Accounts Allocation prepared for R.S.C.C.D. FOUNDATION as of 12/31/15

0

Asset Allocation

Asset Class	Market Value	% of Total
Cash & Equivalents	\$905	100.0
Fixed Income	-	-
Equities	-	-
Alternative Investments	-	-
Other	-	-
Total	\$905	100.0

Asset Allocation



Style Analysis

Equity (% of Household)
Domestic

Value	Core	Growth	Large Size	Medium Size	Small Size
0.0	0.0	0.0	0.0	0.0	0.0
0.0	0.0	0.0	0.0	0.0	0.0
0.0	0.0	0.0	0.0	0.0	0.0

International Other

Core	Emerg	Other
0.0	0.0	0.0

If external holdings were provided, they have been included in this report in order to provide you with a more complete picture of your financial holdings. Please note: Morgan Stanley Smith Barney LLC is not responsible for information (including valuations) from external sources. Please contact your financial advisor to update your information.

Brokerage Accounts Analysis prepared for R.S.C.C.D. FOUNDATION as of 12/31/15

Fixed Income

Fixed Income

This Household does not contain any Brokerage Fixed Income Holdings

Equity

This Household does not contain any Brokerage Equity Holdings

If external holdings were provided, they have been included in this report in order to provide you with a more complete picture of your financial holdings. Please note: Morgan Stanley Smith Barney LLC is not responsible for information (including valuations) from external sources. Please contact your financial advisor to update your information.

Morgan Stanley Composite Performance prepared for R.S.C.C.D. FOUNDATION as of 12/31/15

Portfolio Returns (%)¹
Morgan Stanley Accounts Only

	Year 2012	Year 2013	Year 2014	Annualized
	12/31/11 to 12/31/12	12/31/12 to 12/31/13	12/31/13 to 12/31/14	For the Period 12/31/96 to 12/31/15
Total Net Time Weighted Returns	8.7	0.2	2.5	3.9



Representative Index

	Year 2012	Year 2013	Year 2014	Annualized
	12/31/11 to 12/31/12	12/31/12 to 12/31/13	12/31/13 to 12/31/14	For the Period 12/31/96 to 12/31/15
S&P 500	16.0	32.4	13.7	7.4
BC Govt Credit	4.8	(2.4)	6.0	5.4
Citigroup 3 Month T-Bill	0.1	0.0	0.0	2.3

Account Performance¹
Morgan Stanley Accounts Only

Account No.	Account Name (Type)	Market Value 12/31/15	Return (%)			Date of Inception	Inception Value
			Year 2012 12/31/11 to 12/31/12	Year 2013 12/31/12 to 12/31/13	Year 2014 12/31/13 to 12/31/14		
	Total Net Time Weighted Returns	\$905	8.7	0.2	2.5	3.9	\$538,086
	Brokerage						
202-212548	R.S.C.C.D. FOUNDATION (REG)	905	8.7	0.2	2.5	3.9	538,086
	Total Brokerage	\$905	8.7	0.2	2.5	3.9	\$538,086

¹ The investment results depicted here represent a net return after the deduction of advisory fees for Morgan Stanley accounts only.

If external holdings were provided, they have been included in this report in order to provide you with a more complete picture of your financial holdings. Please note: Morgan Stanley Smith Barney LLC is not responsible for information (including valuations) from external sources. Please contact your financial advisor to update your information.

Morgan Stanley Composite Performance prepared for R.S.C.C.D. FOUNDATION as of 12/31/15

Account Performance¹ *Continued from previous page*
 Morgan Stanley Accounts Only

Account No.	Account Name (Type)	Market Value 12/31/15	Return (%)				Date of Inception	Inception Value
			Year 2012 12/31/11 to 12/31/12	Year 2013 12/31/12 to 12/31/13	Year 2014 12/31/13 to 12/31/14	Annualized Since Inception to 12/31/15		
Total Net Time Weighted Returns		\$905	8.7	0.2	2.5	3.9	12/31/96	\$538,086

Continued on next page

¹ The investment results depicted here represent a net return after the deduction of advisory fees for Morgan Stanley accounts only.

Disclaimers prepared for R.S.C.C.D. FOUNDATION as of 12/31/15

General Disclosures

Information Disclosures:

This performance report has been prepared for your information only and is not a substitute for your official Morgan Stanley Smith Barney LLC account statements. Do not use the information in this report as the sole basis for investment decisions, nor take action relying on this information without confirming its accuracy and completeness. Please carefully review the attached glossary. Past performance is not a guarantee of future results.

Information is approximate: The information in this report is approximate and subject to updating, correction and other changes. We are not obligated to notify you if information changes. If there are discrepancies between your official account statement and this report, rely on your official account statement. Prices shown in your official account statement may differ from the prices shown in this report due to, among other things, different reporting methods, delays, market conditions and interruptions. Also, the figures in this report do not include all relevant costs (e.g., fees, commissions and taxes).

We obtain pricing and other information from various standard quotation services and other sources which we believe to be reliable, but we do not warrant or guarantee the accuracy or completeness of this information. The price that you would actually receive in the market for any investment may be higher or lower than the price shown in this report. The prices of securities and other investments not actively traded may be estimated or may not be available. For example:

- Bonds trading less frequently: We rely on outside pricing services or a computerized trading model, which cannot always give us actual market values.
- Annuities: Data in this report may have been provided by third party insurance carriers. (Not all insurance carriers provide data on annuities for performance calculations. The list of providers that provide data is available on request. Performance calculations are based on annuity values as of December 31, 2006 or later, depending on carrier participation.) This report might not reflect a transaction that posted at the insurance company before this reporting period. Depending on the carrier, annuities transactions may be net of certain fees or expenses.
- Alternative investments: The assets in these investments (and in corresponding benchmark indices) are difficult to value, values may be several weeks or more old, and the index values reflect pricing from multiple sources. Index values may be more up-to-date than the data for the alternative investments shown in this report. This report shows the latest generally available alternative investment and index data as of the date of this report.
- Non-traded Real Estate Investment Trusts (REITs) and certain other investments: These are illiquid and have no public markets.
- For floating rate securities, the estimated accrued interest and estimated annual income are based on the current floating coupon rate and may not reflect historic rates within the accrual period.

We are not responsible for any clerical, computational or other errors or omissions. You are responsible for promptly reviewing your report and seeking clarification about entries that you do not understand. If you do not understand an entry in this report, suspect an error, or want more details on current prices or other information, contact your Financial Advisor.

Sources and Intent:

This investment evaluation is directed only to the client for whom the evaluation was performed. The underlying data has been obtained from sources considered to be reliable but its accuracy and completeness cannot be assured. This evaluation is for informational purposes only and is not intended to be an offer, solicitation, or recommendation with respect to the purchase or sale of any security. Performance for periods greater than one year is annualized. This information is being provided at your request and does not replace or supersede your monthly client account statement.

Not Tax or Other Advice:

The information in this report (including any gain and loss information) is not investment, legal, tax, accounting or other professional advice. Please contact your tax advisor to determine the appropriate information to be used in preparing your tax return. Gain/loss is provided for informational purposes only and should not be used for tax preparation. We do not guarantee nor independently verify the accuracy of gain and loss information.

Use of Report:

Disclaimers prepared for R.S.C.C.D. FOUNDATION as of 12/31/15

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Asset classifications and performance calculation methodologies can differ among the various supplemental performance reports available through us. For example, some reports calculate Time Weighted performance using a weighted or Modified Dietz approach while others use a daily approach. In addition, some reports may display Dollar Weighted Returns. These differences can generate meaningful dispersions in the performance numbers displayed on different reports.

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You agree not to hold Morgan Stanley Smith Barney LLC, Morgan Stanley & Co. LLC, their affiliates or third party information providers liable for any investment decision you make based on information in this report. You also agree to indemnify Morgan Stanley Smith Barney LLC, Morgan Stanley & Co. LLC and their affiliates and hold Morgan Stanley Smith Barney LLC, Morgan Stanley & Co. LLC and their affiliates harmless from and against any and all actions, claims, demands, losses or expenses whatsoever (including attorneys' fees and costs) resulting directly or indirectly from any breaches or violations by you of the terms and conditions on this page.

Classifications of Assets:

The security classifications in this report are based on information from several sources including: Morningstar, Moody's, Standard & Poor's and Morgan Stanley Investment Research. For the purposes of this report, fixed income assets that mature within 1 year may be classified as cash if they are a packaged product, or classified as fixed income if they are an individual security. Equity assets may be categorized based on their Capitalization as Large Cap, Mid Cap or Small Cap. Large Cap is defined as equities in the top 70 percent of investible market capitalization, Mid Cap is defined as the next 20 percent of investible market capitalization and Small Cap is defined as the next 7 percent of investible market cap. An "N/A" credit rating represents fixed income products that are not covered by S&P or Morningstar (or Moody's Rating). An "N/A" maturity rating represents fixed income products that are not covered by S&P or Morningstar (or Moody's). As a firm we classify assets based on general characteristics such as: asset type, underlying capital structure, and issuing organization. As many assets contain characteristics of more than one asset class, this asset classification may differ from others you may receive. These classifications are not intended to serve as a suitability analysis. For more information on asset classification methodology, please contact your Financial Advisor.

Advisory accounts are classified according to the underlying holdings of the account.

Income Summary:

Current Year Estimated and 12 Month Forward projected income figures are based on a combination of stated interest and/or dividend yield, as well as recent payment history, and are not a guarantee of future payments.

Benchmarks, Charts and Graphs:

Benchmark indices are provided for general reference purposes only. Indices are unmanaged and do not reflect payment of any expenses, fees or sales charges an investor would pay to purchase the securities it represents. Such costs would lower performance. You cannot invest directly in an index. An index's past performance is not a guarantee of future results. Index values for certain types of investments (e.g. alternative investments) are approximate and subject to updating, correction and other changes. Charts and graphs are for illustrative purposes only and are not intended to represent the performance of any Morgan Stanley Smith Barney LLC offering. Also, if your account was enrolled in performance reporting prior to May 1, 2003, your gross portfolio returns and the returns for all comparative indices have a start date of the month following the account's inception date. Additionally, the following indices are available only on a monthly basis and are, therefore, measured from the beginning of the month following the account's inception date: CPI, IFC Investable Emerging Markets, National Association REIT, Wilshire REIT, all Merrill Lynch Municipal Indices, the Merrill Lynch Investment Grade Convertible and the Merrill Lynch High Yield Master.

Performance Calculations

Contribution / Withdrawal Valuation:

The total value of capital contributed to or withdrawn from the account during the reporting period. The dollar amount represented by contribution or withdrawal transactions is excluded from the calculation of Portfolio Appreciation.

Disclaimers prepared for R.S.C.C.D. FOUNDATION as of 12/31/15

Time Weighted Rate of Return:

Time Weighted Rate of Return (TWR) measures an account's compounded rate of growth over the specified time period. TWR is the return produced over time by an account independent of contributions or withdrawals. TWR is used to compare an account's performance to relevant benchmark indices (e.g. S&P 500). Different methodologies for calculating performance at the Household/Portfolio level and the Account level exist, making it possible for returns to be slightly different depending on the level being displayed. Households/Portfolios and Accounts with a historical period use a Modified Dietz calculation while Accounts with no historical periods use Modified Dietz but revalue on dates of large cash flows.

Morgan Stanley Accounts

Historical Data:

Portfolio Minder provides a life view of an account's history with the firm and will include performance to the original performance inception of the account. Performance inception date does not necessarily correspond to account inception. Please reference the inception column to establish performance coverage.

Return Reconciliation

Although checks and balances are in place, we strongly encourage you to review all returns carefully. This is especially true for returns up to a current date. Daily performance data is un-reconciled and is intended for illustrative purposes only. The CSG Performance Group will not reconcile daily performance inquiries.

Unsupervised Assets:

This report utilizes the total account view. Unsupervised assets contained within advisory accounts have been included under the advisory section and will be taken into account for both market value and performance.

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CONSULTANT AGREEMENT

THIS AGREEMENT is made as of _____, 2016 by and between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT FOUNDATION**, a California non-profit corporation (hereinafter the “**Foundation**”); and Li Shuanghua (Trinna Li) as educational consultant in China (hereinafter the “**Educational Consultant**”).

WHEREAS, the Rancho Santiago Community College District (hereinafter the “**District**”) wishes to attract international applicants to apply to and enroll at its two colleges, Santa Ana College and Santiago Canyon College (hereinafter the “**Colleges**”);

WHEREAS, the District shall contract with the Foundation to assist the District in attracting international applicants to the Colleges;

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the Colleges to potential students in China; and

WHEREAS, the Foundation wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The Foundation grants the Educational Consultant the non-exclusive right to represent the Colleges for the purpose of recruiting international applicants for admission to the Colleges.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the Colleges within the Territory (as defined below) for the purpose of recruiting international applicants to the Colleges (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the Colleges and will benefit from education at the Colleges, as such academic and admission requirements are made known by the Foundation to the Educational Consultant.
4. In performing the Services pursuant to this Agreement, the Educational Consultant shall comply with all instructions of the Foundation and Colleges, as well as all specifications, standards, confidentiality, policies and procedures of the Foundation, the District and the Colleges, as they may change from time to time, and as made known by the Foundation to the Educational Consultant.

5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity - without the prior written consent of the Foundation, which consent may be withheld in the Foundation's sole and absolute discretion.

DELIVERY OF THE SERVICES

6. This Agreement shall be in effect for a period of two (2) years from the date of execution and may be extended for two additional one-year periods by the mutual agreement of the parties to this Agreement (such term, including any renewal term(s), collectively the "Term").
7. The Educational Consultant will deliver the Services in China (the "Territory"). The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the Foundation may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.
8. The Foundation agrees to provide five (5) or more copies of the College's annual calendar and international recruitment information packages to the Educational Consultant, provide updated materials on an annual basis during the Term, and to provide additional copies upon request; provided, however, that the Foundation shall only be obligated to provide a reasonable number of additional copies, as determined by the Foundation in its sole and absolute discretion. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the Colleges and provided by the Foundation in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
9. All expenses and costs incurred by the Educational Consultant without consulting with Foundation and Colleges and getting preauthorization in writing in providing the Services shall be the sole responsibility of the Educational Consultant.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

10. The Foundation shall provide marketing materials to the Educational Consultant at training sessions or deliver them to the Educational Consultant upon the Educational Consultant's request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the Foundation, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the Foundation for its prior written approval, which approval may be withheld in the Foundation's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the Foundation. The Educational Consultant shall make any changes to such materials as the Foundation may advise in its discretion.
11. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically an email or phone number of potential students. The Educational Consultant shall provide

regular market updates of its activities in the Territory (including reasonable details) to the Foundation upon request.

12. On a weekly basis the Educational Consultant shall provide the Foundation and Colleges a list of applicants she has assisted as part of the Services. The Educational Consultant shall assist applicants with completing their applications to the Colleges, visa applications, making payments to the Foundation or Colleges, and provide any other assistance relating to the applicant's application to and enrollment at the Colleges. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
13. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the Colleges will accept the applicant, the nature of the courses and programs offered by the Colleges or any other matter concerning the Colleges and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with or contrary to the Colleges' policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the Foundation, the District and the Colleges harmless from any and all claims, actions, causes of action, or other administrative or legal proceedings that arise from Educational Consultant's misleading, inaccurate or untrue statements or representations to any applicant or third party. Notwithstanding Section 27, below, the Foundation has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.
14. The Educational Consultant acknowledges that the Colleges retain full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the Colleges have accepted an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the Colleges.
15. The Educational Consultant shall attend any additional training sessions provided by the Foundation and Colleges from time to time for the purposes of updating the Educational Consultant's knowledge about the Colleges and their policies and procedures.

PAYMENT TERMS AND CONDITIONS

16. The Foundation agrees to pay ¥9,500(CNY) a month for services performed by the Educational Consultant. The monthly service amount should cover all incidental expenses and any other expense that the Educational Consultant might incurred while performing her services as described in this Agreement such as cell phone and ground transportation in Guangzhou metropolitan and nearby vicinities. Longer distances within Guangzhou and Guangdong Province will also be reimbursed.
17. Educational Consultant will be paid a one-time reimbursement of ¥12,500 (CNY) for laptop, mobile phone, sim chip purchase and office supplies; amount will be payable within a month after the Agreement is approved and signed. Educational Consultant will be reimbursed separately for the cost of attending the international fairs upon prior authorization. Educational Consultant must submit all the receipts for reimbursements for

the fairs.

18. Educational Consultant is not eligible to receive any type of commission related to the number of applications submitted and accepted by the Foundation and/or Colleges.
19. Educational Consultant shall provide worker's compensation insurance or self-insurance service, and indemnify and/or hold harmless the District, its officers and agent's employees and volunteers by reason of liability for damages for (1) death or bodily injury to persons, (2) injury to, loss, or theft of property, and (3) any other damage or expense arising under the above sustained by the Educational Consultant.
20. Consultant's compensation. Educational Consultant shall pay all taxes incurred while performing services under this Agreement. Educational Consultant hereby agrees to indemnify, defend and hold harmless the Foundation and Colleges for any claims, losses, costs, fees (including attorneys' fees and costs) liabilities, damages, or injuries suffered by the Foundation and Colleges arising out of Educational Consultant's breach of this Section.
21. Educational Consultant shall send invoices to the Foundation on the first of every month following the start of the Agreement. Educational Contractor will be paid on the 7th of every month.

TERMINATION

22. The Foundation may terminate this Agreement at any time upon the following:
 - a. Upon any loss of status of or restriction on the Educational Consultant's ability to carry on business or perform the Services (including but not limited to insolvency, bankruptcy proceedings, court order, winding-up or liquidation);
 - b. Upon any breach of any term or condition of this Agreement by the Educational Consultant, which breach is not cured within thirty (30) days' notice of such breach;
 - c. If the Foundation determines, in its sole discretion, that the Educational Consultant is not performing the Services to the satisfaction of the Foundation or the Educational Consultant is adversely affecting the status or reputation of the Foundation and/or the Colleges;
 - d. If the Educational Consultant has failed to successfully recruit a Student who is accepted by either of the Colleges during any two (2) year period of this Agreement; or
 - e. Upon thirty (30) days written notice to the Educational Consultant.
23. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the Foundation or destroy, at the Foundation's option, all property of the Foundation that is in Educational Consultant's possession or control, including marketing materials, academic calendars and Confidential Information (as defined above), whether in hard copy or in electronic form.
24. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the Foundation, the District and the Colleges, and shall pay all amounts owing (if any) to the Foundation immediately.

GENERAL TERMS

25. The Foundation and the Educational Consultant acknowledge and agree that the relationship of the Educational Consultant to the Foundation is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the Foundation and/or the Colleges or enter into any contract or commitment on behalf of the Foundation and/or the Colleges, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the Foundation harmless from and against any liability resulting from a breach of this Section. The Educational Consultant, shall not be entitled to any benefits whatsoever otherwise made available to Foundation employees.
26. The Educational Consultant represents, warrants and acknowledges that the Foundation is relying upon the following, that: (a) it has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
27. The Educational Consultant shall indemnify and hold harmless the Foundation and Colleges, its officers, directors and employees (the "**Indemnified Parties**") from all actions, claims, proceedings, losses, costs, expenses, injuries and damages, including legal fees, incurred by or suffered by any of the Indemnified Parties arising directly or indirectly or as a result of any breach, non-performance or negligence of the Educational Consultant Educational Consultants, of the terms of this Agreement, including without limitation any such claims brought against the Indemnified Parties by applicants who receive the Educational Consultant's Services. The Educational Consultant further agrees to indemnify and hold harmless the Indemnified Parties from any liability incurred or suffered by any of the Indemnified Parties by reason of the Educational Consultant's failure to pay to the appropriate tax authority any taxes, interest, fees or penalty applicable to the Services hereunder. The Foundation and Colleges shall in no way be responsible for the personal injury and liability insurance of the Educational Consultant arising from performance of the Services hereunder.
28. The Foundation and Colleges shall have no liability for any act or omission of the Foundation, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant agrees that it shall not bring any claim or join in any proceeding against the Foundation, district and Colleges for any costs, losses, damages or expenses suffered in connection with this Agreement.
29. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the Foundation.

30. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the Foundation irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the Foundation may be entitled at law or in equity or otherwise under this Agreement, the Foundation be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that the restrictions are fair and reasonable and are reasonably required for the protection of the Foundation and that the Educational Consultant is being reasonably compensated for the imposition of such restrictions.
31. The Educational Consultant acknowledges that it has received confidential information of and from the Foundation, which includes all information relating to the Foundation, the Colleges, admission policies, curricula, programs and courses, administration, policies and procedures, business and marketing plans, student information, financial information, supplier and vendor information, and any other information that is confidential in nature, whether marked confidential or not (the “**Confidential Information**”). The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The obligations of the Educational Consultant under this Section shall exist and continue in full force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the Foundation of this Agreement.
32. The Foundation grants the Educational Consultant a non-exclusive, non-transferable license only for outreach and awareness purposes to use certain trademarks, logos, trade names or other intellectual property of the Foundation, District and/or Colleges as the Foundation may specify to the Educational Consultant from time to time (the “**Intellectual Property**”) solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The Foundation may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the Foundation for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.
33. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the Foundation is subject to privacy legislation and shall assist the Foundation in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold Foundation and the District harmless from any claims arising from a breach of any applicable privacy laws or regulations.

34. . All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice:

EDUCATIONAL CONSULTANT:

FOUNDATION:

Any notice sent pursuant to this Agreement shall be sent by courier or by facsimile, and shall be deemed to have been received on the date of actual receipt if sent by courier or at the time sent if sent by facsimile.

35. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the Foundation's policies, this Agreement will not take effect until authorized by the Executive Director of the Foundation.
36. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
37. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.
38. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the Foundation, which consent may be withheld at the Foundation's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.
39. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.
40. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

Signed this _____ day of _____, 2016.

LI SHUANGHUA (TRINNA LI)

Name: _____

Title: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT FOUNDATION

Name: Enrique Perez

Title: Executive Director



January 6, 2016

Raul Rodriguez, PhD
Chancellor
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

Dear Dr. Rodriguez,

Enclosed please find a check for \$20,000 for support to assist with some of the shortfalls for the Rancho Santiago Community College District Foundation as we discussed at our lunch in November.

We are appreciative of your and the RSCCD employees' support of the credit union and are pleased to be there for you whether on an individual basis or to meet the financial needs for the district or foundation as a whole. It is our pleasure to assist you in any way we can as an organization.

Best regards,

A handwritten signature in black ink, appearing to read "Bill Cheney".

Bill Cheney
President/CEO

jc

01/17/15 2588275

SCHOOLS FIRST
FEDERAL CREDIT UNION

Attn: Accounts Payable
16442 Newport Ave.
Tustin, CA 92780
(714) 258-4000
accounts payable@schoolsfirstfcu.org

ACCOUNTS PAYABLE CHECK

183057

03 0000183057

93-541
920

12/16/15

Pay *** TWENTY THOUSAND DOLLARS AND 00 CENTS ***

20,000.00

To The
Order Of:

RSCCD FOUNDATION

DRAWER: SCHOOLS FIRST FEDERAL CREDIT UNION



ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC
P.O. BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: FIRST INTERSTATE BANK
BILLINGS, MT

⑈ 183057⑈ ⑆ 092005411⑆ ⑆ 0160310062863⑈

through the Policy Committee in the next month and will bring back to report on how it will affect any future programs.

Ms. Mendoza-Yañez thanked the college Presidents for their hard work that brings nationwide results and recognition to the colleges.

XIII. ITEMS FOR DISCUSSION AND/OR ACTION

- A. Second review, update on, and Approval of the Joint Venture Agreement between the Rancho Santiago Community College District Foundation with Al Khaleej Training and Education (for discussion and/or action). (First review made on June 12, 2015 meeting).

Mr. Feldhake & Mr. August updated the Board on the Joint Venture Agreement, Exhibit B "budget" and the ongoing operation of the JV agreement. Discussion ensued.

It was moved by Ms. Mendoza-Yañez, seconded by Mr. Coffaro and carried unanimously to approve the Joint Venture Agreement with a motion to include a stipulation for the Exhibit B "budget" be fully funded by the Saudi's.

- B. Approval of contract with TPA-Townsend Public Affairs, INC. (for discussion and/or action).

Mr. Perez presented the contract.

It was moved by Ms. Barrios, seconded by Ms. Mendoza-Yañez and carried unanimously to approve the Townsend Public Affairs contract.

- C. Approval of reimbursement to Rancho Santiago Community College District in connection with TPA-Townsend Public Affairs, INC. contract for services rendered to RSCCD Foundation for July and August, 2015 (for discussion and/or action).

Mr. Perez spoke on the purpose of the reimbursement to the District.

It was moved by Mr. Litfin, seconded by Ms. Barrios and carried unanimously to approve the reimbursement to Rancho Santiago Community College District for the Townsend Public Affairs contract.

- D. Approval of Budget for 2015/2016 (for discussion and/or action).

Mr. Perez presented the Budget for 2015/2016. Discussion ensued. Investing in students, the ASG's, International Students and scholarships was suggested as a priority. It was requested that guidelines be developed for allocation of funds.

It was moved by Mr. Litfin, seconded by Ms. Mendoza-Yañez and carried unanimously to approve the Budget with guidelines to be produced at a later time.

- E. Approval of amendments to the Bylaws (for discussion and/or action).

Mr. Perez and Mr. Feldhake presented the amendments to the Bylaws. Updates are being made to clarify the Brown Act provisions for the Corporation. Discussion ensued. Amendments to the Bylaws would be effective at the next meeting.

It was moved by Mr. Litfin, seconded by Dr. Rodríguez and carried unanimously to approve amendments to the Bylaws as presented.

1.7 Recognition of Faculty Members by Board of Trustees (contd.)

The board recognized Mr. Steve Bautista, Counselor/Professor/Coordinator, Center for Teacher Education; Coach Don Sneddon, Professor, Fire Technology (Wellness) and former Head Coach/Baseball; and Ms. Marta Sneddon, Professor, Fire Technology (Kinesiology), for their dedication to students and accomplishments in their fields at Santa Ana College.

1.8 Presentation on Community and Student Workforce Project Agreement (CSWPA)

Mr. Joseph Carroll, Senior Project Manager, The Solis Group, gave a presentation on the CSWPA. Board members received clarification on data related to the CSWPA from Mr. Carroll.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

Dr. Raúl Rodríguez, Chancellor, provided a report to the board, which included Ms. Barrios presenting a donation from Rancho Santiago Community College District (RSCCD) Foundation to the Santa Ana College (SAC) and SCC Associated Student Governments.

2.2 Reports from College Presidents

The following college representatives provided reports to the board.

Dr. Erlinda Martinez, President, Santa Ana College
Dr. John Weispfenning, President, Santiago Canyon College

Dr. Martinez's report included a 2015 Appreciation Recognition presentation from Mr. Bobby McDonald, President and Executive Director of the Black Chamber of Commerce of Orange County, to Dr. Martinez in honor of the SAC Centennial Celebration.

Dr. Martinez reported that the accrediting commission has acknowledged receipt of SAC's Follow-Up Report on Accreditation.

In addition, Dr. Martinez' report included a presentation on "Snapshots of Student Success: Dynamic Data, Innovation, and Teamwork" by Dr. Sara Lundquist, Vice President of Student Services, Santa Ana College. Board members received clarification on data related to the presentation from Dr. Lundquist.

2.3 Report from Student Trustee

Ms. Raquel Manriquez, Student Trustee, provided a report to the board.

From: Iannaccone, Judy
Sent: Wednesday, October 28, 2015 5:10 PM
To: # All Email Users <AllRSCCDEmployees@rsccd.org>
Subject: Rancho Santiago Community College District Foundation Donates \$10,000 to Santa Ana College and Santiago Canyon College Associated Student Government Organizations



Contact: Judy Iannaccone

October 28, 2015

Director, Public Affairs & Publications

For Immediate Release

Phone: (714) 480-7503

E-mail: iannaccone_judy@rsccd.edu

Rancho Santiago Community College District Foundation Donates Funds to Santa Ana College and Santiago Canyon College Associated Student Government Organizations

Donations Will Assist Efforts to Provide College Students with Government and Leadership Experiences

(Santa Ana, CA) — At a regularly scheduled Board of Trustees meeting on October 26, the Rancho Santiago Community College District (RSCCD) Foundation Board donated \$10,000 to the Santa Ana College and Santiago Canyon College Associated Student Government organizations to help provide students on both campuses with important government and leadership opportunities.

“The Foundation is committed to our students and has repeatedly expressed its desire to ensure that they are the first to benefit financially from our upcoming education consulting endeavor across the globe,” said Rancho Santiago Community College District Foundation Board Member Arianna Barrios, who helped present the checks along with fellow Foundation Board member Nelida Yanez. “Since our first wave of project revenue is not anticipated to arrive until early next year, our partners at Chevron were gracious enough to assist us with this donation of funds. We know the dollars will be put to good use.”

For more information about the RSCCD Foundation, visit www.rsccd.edu/Foundation.

About Rancho Santiago Community College District

Santa Ana College and Santiago Canyon College are public community colleges of the Rancho Santiago Community College District, which serves the residents of Anaheim Hills, Orange, Santa Ana, Villa Park, and portions of Anaheim, Costa Mesa, Irvine, Fountain Valley, Garden Grove, and Tustin.. Both colleges provide education for academic transfer and careers, courses for personal and professional development, and customized training for business and industry.



Santa Ana College Associated Student Government (ASG) President Oscar Cortés (center) receives a donation from the Rancho Santiago Community College District Foundation for the SAC ASG from (left to right), Rancho Santiago Community College District Foundation Board Member Arianna Barrios, Santa Ana College President Dr. Erlinda Martinez, Rancho Santiago Community College District Board Student Trustee Raquel Manriquez, Santiago Canyon College ASG Representative Sophia Cho, Rancho Santiago Community College District Foundation Board Member Nelida Yanez, and Rancho Santiago Community College District Chancellor Raúl Rodríguez.



Santiago Canyon College Associated Student Government (ASG) Representative Sophia Cho (fourth from left) receives a donation from the Rancho Santiago Community College District Foundation for the SCC ASG from (left to right), Rancho Santiago Community College District Foundation Board Member Arianna Barrios, Santiago Canyon College President Dr. John Weispfenning, Rancho Santiago Community College District Board Student Trustee Raquel Manriquez, Rancho Santiago Community College District Foundation Board Member Nelida Yanez, and Rancho Santiago Community College District Chancellor Raúl Rodríguez.