



**NOTICE OF
QUARTERLY MEETING**
ALLAN HANCOCK COLLEGE FOUNDATION
BOARD OF DIRECTORS
Thursday, January 23, 2020
2:00—3:30 p.m.

Agenda

CoastHills Corporate Building
1075 Betteravia Road
Santa Maria, CA 93454

The mission of the Allan Hancock College Foundation is to operate for the advancement of education by raising funds and building community support to meet the needs of the college in the areas of scholarships, capital/infrastructure projects and program support.

OFFICERS

Lee-Volker Cox, Ed.D.
President
Guy R. Walker
Vice President
Mary Nanning
Secretary
Glenn Owen
Treasurer

DIRECTORS

James H. Bray
Frank Campo
Michael J. Carroll
Maggi Daane
Judith Dale
James E. Fields
Judy Frost
Tim Harrington
Margaret S. Hesse
Debra Hood
George Johnson
Mario Juarez, Esq.
Robert B. Klug
Doris T. Lahr
Robert Manning
Sam Orozco, D.P.A.
Ken Ostini
Rick Rust
Cynthia Schur

EMERITUS DIRECTORS

Michael L. Gibson
Ronald L. Thatcher

COLLEGE TRUSTEE REPRESENTATIVES

Jeffery Hall
Gregory A. Pensa

COLLEGE REPRESENTATIVES

Kevin G. Walthers, Ph.D.
Superintendent/President
Eric D. Smith
*Associate Superintendent/ Vice President,
Finance and Administration*
Jon Hooten, Ph.D.
*Executive Director,
College Advancement*
Christopher Diaz
Faculty
Tyler Little
Student

FOUNDATION STAFF

June Aiello
Marlyn Cox
Erin Gardner
Natalie Rucobo

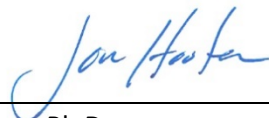
Notice of Quarterly Meeting
Allan Hancock College Foundation Board of Directors
Thursday, January 23, 2020
2:00 – 3:30 p.m.
CoastHills Corporate Building
1075 Betteravia Road, Santa Maria, CA 93454

AGENDA

	Page	Time
1. Call to order		2:00 PM
2. Roll Call		
3. Public Comment <i>Public comment not pertaining to specific agenda items is welcome at this time. If you wish to speak to any item listed, please complete a Request to Speak Card available from the Executive Director. It is suggested that speakers limit themselves to 5 minutes.</i>		
4. Approval of Agenda for January 23, 2020 (ACTION)		2:03 PM
5. Approval of Minutes – October 24, 2019 Quarterly Board Meeting (ACTION)	1-5	2:04 PM
6. Welcome and Remarks from Board President – Dr. Lee-Volker Cox (Information)		2:05 PM
7. Check Presentation: Gene Haas Foundation (Information)		2:08 PM
8. Consent Agenda (ACTION) 8.A. 2020 College Trustee Appointments 8.B. Conflict of Interest Disclosure	6	2:13 PM
9. Governance and Nominations Committee 9.A. New Board Member Nomination – Susan Appel (ACTION) 9.B. Formation of Advancement Committee (ACTION) 9.C. 2020 Committees and Chairs (ACTION)	7 8-9 10 11	2:15 PM
10. Master Agreement between the Foundation and District (ACTION)	12	2:25 PM
11. Finance Committee 11.A. Financial Statements through 11/30/2019 (ACTION) 11.B. Revised 2019-2020 Operating Budget (ACTION) 11.C. Marian Hancock Scholarship Endowment Funding 2019-2020 (ACTION) 11.D. Endowment Scholarship and Program Funding 2019-2020 (ACTION)	28 29-31 32	2:35 PM

12. Committee Reports	2:50 PM
12.A. Scholarship Committee Report (Information)	33
12.B. President’s Circle Committee Report (Information)	34
12.C. Hancock Promise Committee Report (Information)	35-36
13. Oral Reports (Information)	3:05 PM
13.A. Members of the Board of Directors – General Announcements	
13.B. College Superintendent/President – Dr. Kevin G. Walthers	
13.C. College Trustee – Mr. Jeffrey Hall	
13.D. PCPA Foundation Representative – Mr. Jim Bray	
13.E. Faculty Representative – Mr. Christopher Diaz	
13.F. Student Representative – Mr. Tyler Little	
13.G. Executive Director, College Advancement – Dr. Jon Hooten	
14. Consideration of New Business	3:20 PM
15. Next Meeting – Thursday, April 23, 2020, 4:00-6:00 PM, Boardroom, Building B	3:25 PM
16. Adjournment of Quarterly Board Meeting (ACTION)	3:30 PM

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the Allan Hancock College Foundation office at (805) 925-2004. Please make requests 48 hours prior to the meeting in order to make reasonable arrangements to ensure accessibility to this meeting.



Jon Hooten, Ph.D.
Executive Director
Allan Hancock College Foundation

ALLAN HANCOCK COLLEGE FOUNDATION

Quarterly Meeting of the Board

Minutes of October 24, 2019

1. Call to Order

Foundation Board President, Dr. Lee-Volker Cox, called the meeting to order at 4:02 p.m.

2. Roll Call

Directors Present: L.V. Cox, G. Walker, M. Nanning, G. Owen, J. Bray, F. Campo, M. Carroll, M. Daane, J. Dale, J. Fields, J. Frost, T. Harrington, P. Hesse, D. Hood, M. Juarez, K. Ostini, R. Rust

Directors Absent: B. Manning, G. Johnson, R. Klug, D. Lahr, S. Orozco, C. Schur, J. Hall, G. Pensa, K. Walthers, E. Smith

College Representatives: J. Hooten

Faculty Representative: C. Diaz

Student Representative: T. Little

Foundation Staff: J. Aiello, M. Cox, E. Gardner, N. Rucobo

Guests: Dr. Nohemy Ornelas

Recorder: E. Gardner

3. Public Comment

None

4. Approval of Agenda – October 24, 2019 (ACTION)

MOTION: On a motion by Director Daane, seconded by Director Campo, the agenda was approved by unanimous voice vote.

5. Approval of Minutes – July 25, 2019 (ACTION)

Director Nanning found a grammatical error in item 5.B. – the word “at” to be changed to “as”.

MOTION: On a motion by Director Ostini, and seconded by Director Dale, the July 25, 2019 quarterly meeting minutes were approved as amended by voice vote. Director Cox, Director Bray, Director Campo, Director Harrington, Director Hesse, and Director Hood abstained.

Director Walker arrived at 4:05pm.

6. Welcome and Remarks from Board President – Dr. Lee-Volker Cox (Information)

Director Cox thanked everyone for the card and their sympathies for his father.

Director Cox welcomed and introduced Erin Gardner as the Foundation’s new Administrative Assistant. Ms. Gardner’s hire was approved by the Executive Committee on a recommendation by Director Rust.

Director Juarez arrived at 4:09pm.

Director Cox encouraged directors to secure January 23, 2020 on their calendars as the annual board retreat that will include strategic planning. The board will be discussing its demographics and composition at the retreat. Director Cox asked board members to fill out their demographics survey to be returned at

the end of the meeting. The time of this meeting is still TBD and will be sent to directors as soon as it is finalized.

7. Hancock Promise Presentation – Dr. Nohemy Ornelas (Information)

Dr. Ornelas presented a PowerPoint on the Hancock Promise including numbers and goal of promoting college for all by “changing the odds”.

New programs this year include the Promise app that provides an electronic checklist to help students easily navigate the application process.

Hancock will host various schools and universities for Transfer Day on Tuesday, October 29. Hancock students will have the opportunity to talk with advisors from each school about transfer opportunities and requirements.

It was noted that all Promise activities are available to students on all district campuses – either by hosting events on each campus or by way of bussing students to the Santa Maria campus in order to participate.

8. Finance Committee

8.A. Financial Statements through 6/30/2019 (ACTION)

Director Owen presented financial statements through 6/30/2019.

The Foundation has generated more revenue than expenditures spending within 1% of what was budgeted.

The Hansen and Young quasi-endowment proceeds (found on page 6 of the board book) are unrestricted funds that have been used to balance the budget. AHC Foundation staff has created a sustainability plan to help move away from using Hansen and Young proceeds to supplement the operating budget. This plan includes the district’s contribution of \$123,000 per year for the next 3 years to support the operating budget. A new operating agreement between the Foundation and district will be created to include these funds. In addition to the district money, plans are underway for an annual solicitation to college vendors to support the operating budget. Once the Hancock Promise campaign has been completed, Foundation staff plans to transition that donor support to fund the operating budget.

The Finance Committee will be meeting with advisors to get an update on the Foundation’s investments on January 15, 2020.

MOTION: On a motion by Director Juarez and seconded by Director Walker the financial statements through 6/30/2019 were approved by unanimous voice vote.

8.B. Endowment Challenge Title III Grant Update (Information)

Staff received a letter dated October 3, 2019 from Dr. James E. Laws, Jr., Division Director of the U.S. Department of Education, stating the Foundation has been released from the Challenge Title III Grant as of September 30, 2018. The release will save the Foundation approximately \$20,000 per year in fees and will allow release of funding to the Pacific Conservatory Performing Arts (PCPA) Foundation.

8.C. Title III Funding Release to PCPA Foundation (ACTION)

The Title III release allows approximately \$130,000 to be transferred to the PCPA Foundation for *PCPA Forever! Scholarship Endowment, Sesto/Severo Endowment, and Walter Conrad – PCPA Endowment* when the books are closed through September 30, 2019. The final figure to be transferred will be based on the endowment value on September 30, 2019.

Director Frost turned the board's attention to page 12 to recognize the individuals who have generously supported the college who have since passed.

MOTION: On a motion by Director Campo and seconded by Director Owen, the board approved processing payment to the PCPA Foundation by unanimous voice vote. Director Bray and Director Frost abstained.

9. President's Circle Committee Report

Director Daane shared that the President's Circle Committee's goal is to add 16 new memberships to reach 100 memberships total.

Invitations for the *Under the Sea* reception at the Severson will go out next week, and the Encore Circle event is scheduled for April 25, 2020 for *The Sound of Music*. The Committee is working to set a date for the BBQ with the President event at Riverbench Winery in late June, 2020.

10. Scholarship Committee Report

Ms. Rucobo updated the board on the Scholarship Committee in Director Manning's absence.

The first working Scholarship Committee meeting is scheduled for October 25, 2019, to prepare for the opening of applications on November 6, 2019. One of the meeting's objectives is to plan for next year and set goals for each meeting so the Committee can award scholarships more quickly.

Foundation staff has been researching scholarship recipient demographics and are pleased to discover that demographics closely match the college's enrollment indicating the population is being fairly represented. An optional demographics question will be added to this year's application to help capture data for future years.

Scholarship applications will be open from November 6, 2019 through February 12, 2020 and directors are encouraged to help the Committee review applications. The Committee is looking for three additional board members to volunteer to help reduce the number of applications read by each reviewer.

11. Hancock Promise Campaign Update

The Hancock Promise Fund campaign has \$3,524,805 in gifts and pledges toward its \$10 million goal. This total includes the proceeds of a bequest, that matured during the last reporting period, of approximately \$2 million. It also includes the \$1 million multi-year pledge from Rabobank, now Mechanics Bank, which we have been informed will be honored after the merger is complete.

Dr. Hooten presented the campaign strategy focusing on \$25,000 - \$500,000 level for the college's upcoming centennial year as well as the upcoming solicitation to college vendors to support the Foundation's operations budget.

There have been more social media postings recently as well as print ads; the Santa Maria Sun featured a 4-page Promise spread paid for through a Hutton Parker Foundation grant.

12. Oral Reports

A. Members of the Board of Directors

Director Daane shared that the Empty Bowls event exceeded its goal by raising about \$55,000 this year and encouraged Directors to participate in the next event.

Director Campo updated the board on Hancock's Career Center presentation on the college's Career Technical Education (CTE) program and suggested to have the information presented to the board.

Director Campo requested that the Foundation includes a list of upcoming dates including meetings and events on the back cover of the board book.

Director Hood invited the board to participate in the Principal for a Day event on November 14, 2019. This will be the 30th year of the program and will include a luncheon at the Abel Maldonado Center. Director Rust will be participating and remarked that it is a great opportunity to work with local students.

Director Rust participated in the Bulldog Bound event last week in which Aera Energy featured two different topics – Geology, and Field Level Biology/Ecology and Conservation. Director Rust encouraged other directors to participate in other Bulldog Bound events happening over the coming months.

B. College Superintendent/President - Dr. Kevin G. Walthers - None

C. College Trustee - None

D. PCPA Foundation Representative - Mr. Jim Bray

The PCPA Foundation Donor Relations Officer position that went vacant at the end of May has been filled as of last month by Ms. D’Vana Vasquez. The PCPA Foundation has also brought on a new board member, Ms. Cindy Dauster of the Santa Maria Valley YMCA.

The Little Mermaid is this year’s holiday season performance, opening on November 7, 2019.

E. Faculty Representative - Mr. Christopher Diaz

Mr. Diaz taught a Music Business course over the summer semester. Student Representative Tyler Little helped to implement the program designed to give students real-world experience producing a music video. Students created a rapper character, Professor Yango, and were given free reign over production including creating music, designing, and shooting the video. The students were graded on participation and the final product was uploaded to YouTube and Spotify. The students did a fantastic job collaborating with each other and contributing their unique expertise to the project. The semester was an overall success and directors are encouraged to share the video with people in the community.

F. Student Representative - Mr. Tyler Little

Last week the College Council met and removed the \$2 fee for student identification cards. Student Activities hosted a successful Hispanic Heritage Celebration on October 2, 2019 that included a performance by Mr. Diaz.

Mr. Little and other Hancock students will be attending and speaking at the Student Equity Summit at Radisson in Santa Maria tomorrow, October 25, 2019, that will focus on improving student diversity.

G. Executive Director, College Advancement- Dr. Jon Hooten

There were not enough applications for the Community Ambassadors program to continue the program this year. The program will be revisited next summer.

Mr. Dan Stevens from Rabobank has resigned from the board as he did not continue on with Mechanics Bank after the merger. Dr. Hooten is working with Mechanics Bank to update the sign on

the Student Center to reflect the new name. Susan Appel has been encouraged to join the board in place of Mr. Stevens as the representative for Mechanics Bank.

Dr. Hooten presented a bottle of Hancock Chardonnay to Director Hood for hosting our first Promise Patio Party at Vino et Amicis on September 30, 2019.

Dr. Hooten presented a bottle of Hancock sparkling wine to Director Frost in congratulations for being one of this year's Celebrate Philanthropy honorees.

The Foundation is accepting donations for the 2019 Turkey Feast hosted by Allan Hancock College's CARE Program. A \$35 donation provides a complete turkey dinner for one single-parent family. Directors are encouraged to come help pass out meals on Tuesday, November 26, 2019.

13. Consideration of New Business

The board retreat is coming up in January that will focus on strategic planning and board development. Director Cox encouraged directors to think about strategies on how to evolve and improve board effectiveness in fulfilling the Foundation's mission and supporting the college.

14. Next Meeting

The next meeting of the board will be held on Thursday, January 23, 2020. It will be a longer meeting to accommodate both the annual retreat and quarterly board meeting. Date and location TBD.

15. Adjournment

Director Cox called for a motion to adjourn the quarterly board meeting at 5:47pm.

MOTION: On a motion by Director Daane and seconded by Director Carroll, the meeting was adjourned at 5:47 p.m. with unanimous voice vote.

To: Board of Directors	CONSENT
From: Jon Hooten, Executive Director College Advancement	January 23, 2020
Subject: Consent Agenda	

Consent Agenda items will be acted upon by voice vote in one motion without discussion unless members of the board request an item's removal from the Consent Agenda.

BACKGROUND

8.A. 2020 College Trustee Appointments

The Allan Hancock College Board of Trustees, at its December 13, 2019 meeting, approved Trustee Jeffery Hall to continue to serve as the representative to the Allan Hancock College Foundation Board. Trustee Greg Pensa will continue to serve as alternate.

8.B. Conflict of Interest Disclosure

According to board policy, each Foundation board member will submit a signed "Conflict of Interest Policy and Disclosure Form" to the Foundation office. This disclosure will remain on file and maintained as one of the documents open to public inspection in the Foundation office. The document is included as a handout with this packet for directors to complete and sign.

To: Board of Directors	ACTION
From: Mario Juarez, Chair Governance and Nominations Committee	January 23, 2020
Subject: Governance and Nominations Committee	

BACKGROUND

9.A. New Board Member Nomination – Susan Appel (ACTION)

Susan Appel nomination form. pg. 8

Susan Appel bio. pg. 9

9.B. Creation of Advancement Committee (ACTION)

Advancement Committee charter. pg. 10

9.C. Committees and Chairs for 2020 (ACTION)

Proposed committee rosters. pg. 11

RECOMMENDATION

The Governance and Nominations Committee recommends:

9.A. Approval of nomination of Ms. Susan Appel.

9.B. Approval of the suggested Advancement Committee charter.

9.C. Approval of proposed committees and chairs for 2020.



NOMINATION FOR BOARD OF DIRECTORS

As our communities grow, we will also want and need for this foundation to grow. We are constantly looking for that special person who is a reflection of the vibrant communities we live in and who can help us meet the growing needs of the college, its students and its staff. The following is an excerpt from the roles and responsibilities of the Allan Hancock College Foundation Board of Directors:

Director's Role: The Board of Directors of the Allan Hancock College Foundation establishes goals and policies, ensures that adequate resources are available to carry out its policies, and monitors the achievement of its goals. Board members are drawn from the community. They contribute to board diversity and possess these qualifications:

- ♦ Esteemed in the community.
- ♦ Cares about the role and future of Allan Hancock College.
- ♦ Willing to serve a full term and to invest in the foundation and its activities.

Please assist the nominating committee by recommending community members you think should be considered as prospective members to the Foundation Board of Directors. Please remember that this information is strictly for the nominating committee to consider. We ask that you not contact anyone until after the nominating committee has made the decision to invite the prospective nominees to the board.

Name Susan Appel Spouse's Name Michael Dempsey
 Address 296 Mountain View Dr. City Santa Maria Zip 93455
 Occupation Project Manager Phone Number 805-478-5140

Why do you think this person would be a good community representative for the board?

Chief steward for \$1,000,000 gift from Rabobank (Mechanics Bank to Hancock Promise - Passionate advocate for Hancock + it's programs)
Past faculty at PCPA (2003-2016)

Please check the education/skills you feel this person could contribute to our board:

- | | | |
|---------------------------------------------------------|-----------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> accounting | <input type="checkbox"/> fund raising | <input type="checkbox"/> philanthropy |
| <input type="checkbox"/> advocacy | <input type="checkbox"/> investment | <input type="checkbox"/> planned giving |
| <input checked="" type="checkbox"/> community relations | <input type="checkbox"/> legal | <input checked="" type="checkbox"/> public speaking |
| <input checked="" type="checkbox"/> education | <input type="checkbox"/> management | <input type="checkbox"/> technology |
| <input checked="" type="checkbox"/> event planning | <input checked="" type="checkbox"/> marketing | <input checked="" type="checkbox"/> volunteer at events |

On what other boards has this person served? Career Advisory Boards at Allan Hancock

College; S.B. Business College - Scholarship Team for Los Alamos Foundation
Board member Temple Beth EL (2002-2010)

What other charitable or community activities has this person participated in? led pilot year of community
financial literacy work, delivered throughout central coast. Homeowner,
parent + active circuit community member 17 years

If the nominating committee selects this person to be nominated, would you be willing to visit with the prospective member and discuss his/her interest in becoming a member of the board?

Yes No I think _____ should be the contact person.

Director Submitting Nomination: _____
 Signature Date

Susan Appel

Assistant Vice President, Project Manager
Mechanics Bank

Susan Appel works as a Project Manager at Mechanics Bank (formerly Rabobank N.A.), the 5th largest bank in California. Susan is most proud of her work as the chief steward for Rabobank's landmark \$1,000,000 gift to the Hancock Promise Fund. She has partnered closely with senior management to build programs and foster activities that establish employer brand, support employee development, and encourage employee engagement. She was responsible for the creation and management of the Bank's year-round Professional Internship Program for our local students here on the central coast. She is an active member of the Bank's volunteer arm: Community Leadership Group. This group gives grants to local non-profits while also encouraging employee volunteerism throughout the community. Susan spent her earlier career in the professional theatre, first as an actress and then a teacher of acting. She was an Assistant Professor of Acting at Syracuse University for 4 years, and then a core faculty member in PCPA's Acting Conservatory for 13 years. Susan has a BA in Humanities from University of California, Berkeley and an MFA in Acting from The American Conservatory Theatre.

Advancement Committee Charter

Objective: The Advancement Committee provides vision, leadership, and accountability for all Foundation fundraising and outreach efforts. The Advancement Committee will include subcommittees for the President's Circle and the Ambassadors programs.

Staff Liaison: Executive Director

Committee Functions:

- Recommend priorities for Foundation fundraising that match College's mission, vision, and goals.
- Cultivate and sustain a culture of philanthropy among board members.
- Ensure the development of an annual fundraising plan with attainable goals in collaboration with the Executive Director.
- Provide leadership and support for certain cultivation efforts as appropriate (such as chairing event committees, providing leadership for mini-campaigns, hosting fundraising cultivation events, representing the Foundation in public forums, etc.)
- Provide appropriate oversight for communications, marketing, and other outreach efforts.
- Monitor and encourage participation for annual board giving and involvement in fundraising, including personal follow-up when necessary.
- Monitor fundraising and outreach efforts to ensure that ethical practices are in place, that donors are acknowledged appropriately, and that fundraising efforts are cost-effective.
- Lead the Board in the articulation for philanthropic support.

Executive Committee

Staff liaison: Jon/Erin

- **Lee-Volker Cox** (2025) *President/Chair*
- Guy Walker (2022)
- Glenn Owen (2026)
- Jim Bray (2023)
- Bob Manning (2022)
- Mary Nanning (2021)
- Kevin Walthers
- Trustee Jeff Hall

Finance Committee

Staff liaison: Jon/Marlyn/Keli

- **Glenn Owen** (2026) *Treasurer/Chair*
- Lee-Volker Cox (2025)
- Peggy Hesse (2023)
- Jim Fields (2025)
- Judy Frost (2027)
- Eric Smith

Governance and Nominations Committee

Staff liaison: Jon/Erin

- **Mario Juarez** (2025) *Chair*
- Judith Dale (2029)
- Judy Frost (2027)
- Ken Ostini (2023)

Advancement Committee (proposed members)

Staff liaison: Jon

Members:

- **Guy Walker** (2022) *Chair*
- Susan Appel (2030)
- Jim Fields (2025)
- Dr. Kevin Walthers
- George Johnson (2023)
- Doris Lahr (2022)
- Trustee Greg Pensa

President's Circle Sub-committee

- **Maggie Daane** (2027) *Chair*
- Jim Bray (2023)

Ambassadors Sub-committee

- **Mike Carroll** (2024) *Chair*
- Rick Rust (2028)
- Frank Campo (2026)
- Rob Klug (2024)
- Cynthia Schur (2028)

Scholarship Committee

Staff liaison: Natalie

- **Bob Manning** (2022) *Chair*
- Tim Harrington (2027)
- Ken Ostini (2023)

Note: According to bylaws, each director's term will automatically expire at the January meeting following his/her 9th consecutive year. The years listed above are based on each director's election date according to Foundation board meeting minutes.

To: Board of Directors	ACTION
From: Jon Hooten, Executive Director College Advancement	January 23, 2020
Subject: Master Agreement between Foundation and District	

BACKGROUND

A new Master Agreement between the Foundation and district has been drafted to accommodate the newly approved district funding of \$123,000 per year for three years to support the Foundation's operations. A copy of the new Master Agreement can be found on page 13. A copy of the existing Operating Agreement can be found on page 20 for comparison.

RECOMMENDATION

Foundation staff recommends approval of the Master Agreement.

**MASTER AGREEMENT BY AND BETWEEN
ALLAN HANCOCK COLLEGE AND THE
ALLAN HANCOCK COLLEGE FOUNDATION**

This agreement is made and entered into by and between Allan Hancock College, hereinafter referred to as “the College,” and the Allan Hancock Foundation, hereinafter referred to as “the Foundation,” a nonprofit California auxiliary corporation operated for the benefit of the College (as described in Education Code §§ 72670 et seq.).

I. BACKGROUND AND PURPOSE

WHEREAS, the Foundation was incorporated on June 27, 1977, as a nonprofit California corporation, and since that date has operated as an auxiliary organization in support of the District that, according to its Articles of Incorporation, exists to serve the College; and

WHEREAS, the Foundation has developed an impressive track record of generating financial support for the College; and

WHEREAS, the College has found that the administration of the College’s fundraising, development, and Foundation funds-management functions, is most efficiently performed by a private sector, nonprofit entity such as the Foundation; and

WHEREAS, the College provides certain funding to the Foundation for operational costs of personnel who provide services solely for the College’s benefit; and

WHEREAS, the Board of Trustees of the College believes that so long as the Foundation continues to perform adequately certain fundraising, development, and funds management functions for the benefit of the College, the College’s best interests are served by continuing to support the Foundation’s operations through the provision by the College of certain facilities, administrative services, personnel, and other financial support; and

NOW THEREFORE, the College and the Foundation hereby enter into this Master Agreement defining the parameters of their relationship.

II. PROVISION OF FUNDS

In consideration of receiving financial support from the College, the Foundation shall engage in fundraising and development activities pursuant to its Articles of Incorporation and By-laws.

III. PROVISION OF SPECIFIED PERSONNEL

The College's Executive Director of College Advancement has successfully served as the Foundation's Executive Director. The College has paid the salary and the accompanying benefits for this position. The Board of Trustees of the College agrees that this arrangement has proven extremely beneficial to the College. Accordingly, in order to ensure that the various functions performed by the College's Executive Director of College Advancement continue to be successfully performed, the College will continue to provide to the Foundation, at the College's sole cost, the services of its Executive Director of College Advancement to act as the Foundation's Executive Director. The College's Executive Director of College Advancement will continue to provide institutional advancement functions on behalf of the Foundation alongside other duties for the College.

IV. USE OF FACILITIES

In recognition of the benefits that the Foundation provides to the College, at no cost to the Foundation the College will provide certain facilities and property for the Foundation's use. Such facilities and property may include office space, communications and computer equipment, and such other facilities and property as are reasonably available and necessary for the efficient accomplishment of the Foundation's purposes.

To the extent herein provided, the Foundation may occupy, operate, and use College facilities and property separately or jointly with the College. The Foundation will use the facilities and

property only for those services and functions that are consistent with the policies, rules, and regulations adopted by the College's Board of Trustees.

V. PROVISION OF SERVICES

In recognition of the benefits that the Foundation provides to the College, at no cost to the Foundation the College will provide certain services for the Foundation's use. Such services may include custodial and facilities maintenance services, telephone and information systems service and advice, human resource and personnel-related assistance, and other similar services as from time to time may be agreed upon in writing.

Since its founding, the Foundation has administered the College's scholarship, endowments, and donations functions. These functions have included fundraising, donor cultivation, solicitation and relations, and fund management. The Board of Trustees of the College believes that the aforementioned arrangement has proven extremely beneficial to the College and that performing these functions itself would cost the College significantly more than the in-kind services it provides to the Foundation annually. In consideration of the foregoing, the parties agree that the Foundation will continue to perform the College's account functions as expressed above.

VI. FINANCIAL REVIEW

An annual audit of all Foundation funds shall be arranged and provided for by the District.

VII. COVENANT

During the term of this agreement, the Foundation agrees to operate in accordance with state and federal laws governing nonprofit organizations.

VIII. RIGHT OF ENTRY

It is understood and agreed that any time the College and its agents will have the right to enter the described facilities or any part thereof for any purpose.

IX. DISPOSITION OF EARNINGS

Net income generated by the Foundation will be used solely to benefit the College. The Board of Directors of the Foundation will establish and maintain provisions for the acceptance, management and investment of gifts to insure the good stewardship and fiduciary responsibilities of the Foundation.

X. ALIGNMENT OF INTERESTS WITH COLLEGE

So long as this agreement is in force and effect:

- 1) The Board of Directors of the Foundation shall include the President of the College, or his or her designee, as an *ex officio* member.
- 2). The College President shall have the right to cause the Foundation to cease any activity deemed to be contrary to the interests of the College or inconsistent with policies or purposes of the College.

Upon cessation of operations of the Foundation, the net assets of the Foundation resulting or arising from this agreement shall be either transferred to the College or expended for the benefit of the College, consistent with the provisions of the Articles and By-Laws of the Foundation, within ninety (90) days after the effective date of termination of this Agreement. This amount will be equal to the unexpended portion of (1) funds held by the Foundation as of the effective date of this Agreement, and (2) funds raised by the Foundation during the term of this Agreement.

XI. PUBLIC RELATIONS

In close collaboration with the Foundation and at the direction of the Executive Director of College Advancement, the College will manage all public and media relations and advertising involving the Foundation. With respect to expenditures for public relations, marketing, or other purposes, the Foundation may expend funds in such amounts and for such purposes as are approved by the Board of Directors of the Foundation.

XII. THIRD PARTY AGREEMENTS WITH FOUNDATION

The Foundation will not enter into any contract for the benefit of the College or otherwise that seeks to obligate the College without the College President's prior written approval.

XIII. INSURANCE, INDEMNIFICATION AND RESTORATION

The Foundation will continue to be included in the College's insurance policies for all of its regular functions, including liability for actions, covered perils, errors and omissions, and similar coverages. This includes liability and directors' and officers' insurance policies coverage for Foundation directors, officers, and agents.

The Foundation agrees to indemnify, defend, and save harmless the College, its trustees, officers, agents, and employees from any and all losses, damage, or liability that may be suffered or incurred by them, caused by, arising out of, or in any way connected with the use of the described facilities by the Foundation in connection with this Master Agreement.

XIV. NON-ASSIGNABILITY

This Master Agreement is not assignable by either party.

XV. TERM OF AGREEMENT

This Master Agreement will be in effect until it is changed or terminated by written agreement of the parties; however, the Governing Board of the College or the Board of Directors of the Foundation may terminate it upon thirty (30) days' written notice.

XVI. NOTICES

All notices herein required to be given, or which may be given by either party to the other, will be deemed to have been fully given when made in writing and received by the Foundation's President (for the Foundation) or the College's Governing Board President (for the College), at the following address:

800 South College Drive
Santa Maria, CA 93454

(The remainder of this page was left blank intentionally. Signatures appear on the next page.)

IN WITNESS WHEREOF, the parties have executed this Master Agreement in duplicate at Santa Maria, California, as of the date first above written.

THE COLLEGE

ALLAN HANCOCK COLLEGE

THE FOUNDATION

**ALLAN HANCOCK COLLEGE
FOUNDATION**

By:

Lawrence Lahr
President, Board of Trustees

By:

Lee-Volker Cox
President, Board of Directors

Date:

Date:

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (The "Agreement") is made and entered into, effective on the date set forth below, by and between **ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT** (the "District"), and **ALLAN HANCOCK COLLEGE FOUNDATION**, a California nonprofit public benefit corporation (the "Foundation"), with reference to the following facts:

RECITALS:

A. The Foundation was incorporated on June 27, 1977, and since that date has operated as an auxiliary organization in support of the District.

B. The parties desire to enter into this Agreement in order to confirm the terms and conditions on which Foundation shall be authorized to act as an auxiliary Foundation with respect to the District.

AGREEMENTS:

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. USE OF NAME

For the term of this Agreement, the Foundation may use the words "Allan Hancock College" as part of its corporate name and otherwise in connection with activities undertaken in compliance with this Agreement.

2. OBLIGATIONS OF FOUNDATION

During the term of this Agreement, Foundation shall:

2.1 Activities. Engage only in those activities that are in support of and consistent with the policies, rules, and regulations of the District.

2.2 Income and Assets. Hold, apply, and expend its income and assets to or for the exclusive benefit of the District; provide in its articles or bylaws that upon dissolution of the Foundation, all of the net assets remaining after payment of the obligations of the Foundation shall be transferred to the District; and upon dissolution of the Foundation, actually transfer such net assets to the District or with the consent of the Board of Trustees of the district, to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for educational purposes and that has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

2.3 Laws. Operate in strict compliance with (a) Article 6 (commencing with Section 72670) of Chapter 6, part 45 of the California Education Code, as such

provisions read as of August 30, 1980; (b) all other applicable laws, rules, and regulations; and (c) the policies, rules, regulations, and procedures of the District.

2.4 Report. Report a minimum of quarterly to the president of the District regarding the operations of the Foundation.

2.5 Inspection. Permit the District and its agents, upon reasonable advance notice, to inspect the property, books, and records of the Foundation.

2.6 Funds. The District shall deposit all monies of the Foundation to accounts established for that purpose as approved by the Foundation Investment Committee and by the Board of Directors.

2.7 Audit. An annual audit of all Foundation funds shall be arranged and provided for by the District. The cost of the audit specific to the Foundation shall be billed to the Foundation by the District.

3. FACILITIES AND PERSONNEL

3.1 Availability. From time to time, the District in its discretion may permit the Foundation to use the District's facilities and equipment, and the services of the District's employees on such terms and conditions as are specified in writing by the District.

3.2 Compensation. The Foundation shall compensate the District for the use of the District's facilities, equipment, and personnel in such amount, and at such time, as the District shall determine.

4. INSURANCE AND INDEMNITY

4.1 Insurance and Indemnity. The District shall provide for the Foundation all risk liability coverage under the terms and conditions of the District's all risk blanket policy. Further, the District will extend its directors and managers errors and omission coverage to include the Foundation board members and managers.

In the Event that the District is unable to secure this stated coverage for the Foundation, the District shall provide 30 days notification to the Foundation of the policy cancellation.

In the event of such notice of cancellation by the District, the Foundation shall secure the appropriate coverage under its own name.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on the effective date set forth below and terminate in accordance with Section 5.2, below.

5.2 Termination. This Agreement may be terminated by either party (a) without cause, upon sixty (60) days' notice pursuant to this Section 5.2(a), or (b) with cause, immediately upon delivery of notice pursuant to this Section 5.2(b). For purposes of this Agreement, the term "cause" shall mean either a material breach of

this Agreement, or any act of gross negligence or intentional misconduct that is committed by a senior responsible official of either party and that has an adverse impact on the operations or reputation of the other party.

5.3 Effect of Termination. Upon termination of this Agreement pursuant to Section 5.2 above:

5.3.1. Name. The Foundation shall cease using the words "Allan Hancock College" as part of its corporate name or in any other manner;

5.3.2. Rights Under Agreement. Neither party shall have any further rights under this Agreement, except that the obligation of the Foundation to indemnify the District pursuant to Section 4 above shall continue with respect to all actions and activities occurring prior to such termination; and

5.3.3. Return of Funds. The Foundation shall pay over to the District:

A. Within ninety (90) days after the effective date of termination of this Agreement, an amount equal to the unexpended portion of (1) funds held by the Foundation as of the effective date of this Agreement, and (2) funds raised by the Foundation during the term of this Agreement;

B. Promptly upon receipt, all monies received by the Foundation after the effective date of termination of this Agreement which represent contributions in satisfaction of pledges received by the Foundation during the term of this Agreement; and

C. Such funds, described in A and B above, paid over to the District, shall be net of operating liabilities incurred during the ordinary course of business effective at the date of termination of this agreement.

6. MISCELLANEOUS

6.1 Notices. All notices permitted or required by this Agreement shall be in writing, and shall be deemed to be delivered and received (a) when personally delivered, (b) on the day on which transmitted by facsimile or other similar electronic means generating a receipt evidencing successful transmission, or (c) on the second (2nd) business day after the date on which deposited in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the party for whom intended at the facsimile number or address set forth on the signature page of this Agreement, or such other facsimile number or address, notice of which is given in a manner permitted by this Section 6.

6.2 Assignment. The Foundation shall not be entitled to assign its rights or delegate its duties under this Agreement, except with the prior express consent of the District.

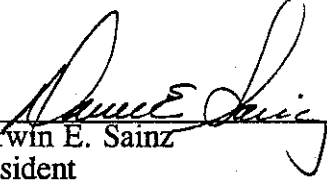
6.3 Attorneys' Fees. If litigation arises between the parties, then the party prevailing in that litigation is entitled to recover its reasonable attorneys' fees.

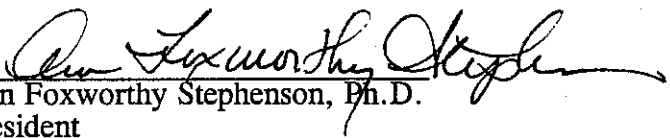
6.4 Effective Date. The effective date of this Agreement shall be **April 26, 1994.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the date set forth above.

**ALLAN HANCOCK JOINT
COMMUNITY COLLEGE DISTRICT**

**ALLAN HANCOCK COLLEGE
FOUNDATION, a California
nonprofit public benefit
Corporation**

By 
Darwin E. Sainz
President
Board of Trustees
Allan Hancock Joint Community
College District

By 
Ann Foxworthy Stephenson, Ph.D.
President
Board of Directors
Allan Hancock College Foundation

Address and Facsimile Number for
Notices

800 South College Drive
Santa Maria, CA 93454-6399
Facsimile No.: (805) 928-7905

Address and Facsimile Number
for Notices

P. O. Box 5170
Santa Maria, CA 93456-5170
Facsimile No.: (805) 922-8722

Date

May 6, 1994

Date

May 5, 1994

**OPERATING AGREEMENT
(ADDENDUM NUMBER 1)**

THIS OPERATING AGREEMENT (ADDENDUM NUMBER 1) (hereinafter referred to as the "Agreement") is made and entered into as of the 20 day of January, 1998, by and between **ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT** (hereinafter referred to as the "DISTRICT") and **ALLAN HANCOCK COLLEGE FOUNDATION, A California Nonprofit Public Benefit Corporation** (hereinafter referred to as the "FOUNDATION"), with reference to the following facts:

- A. The District and the Foundation are parties to a certain Operating Agreement dated as of May 6, 1994, relating to the terms and conditions under which the Foundation will carry out its activities in support of the District, and under which the District will make personnel, facilities and/or other financial support available to the Foundation.
- B. The parties wish to recognize and increase the financial support provided by the Foundation to the District, all on the terms and conditions specified herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

- 1. **TRUTH OF RECITALS.** All of the matters specified in Recitals A. through B. above are true and correct as of the date of this Agreement.
- 2. **EXISTING SUPPORT.** The parties acknowledge that the District currently provides support of the operational expenses of the Foundation in the form of:
 - a. Auditing and accounting services.
 - b. Grounds and building maintenance services.
 - c. Utilities.
 - d. Office space.
 - e. Computer support services.

f. A portion of the Foundation's personnel costs.

3. **ADDITIONAL FUTURE SUPPORT.** In recognition of the Foundation's support of the District, the District shall provide additional support of the operational expenses of the Foundation in the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) per year for not more than five (5) years commencing with the 1997-98 fiscal year. Such additional support shall initially be in the form of payment of a portion of the salary expenses of the Foundation executive director.

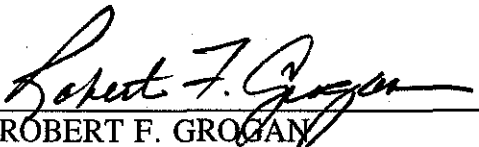
The parties may from time to time agree to modify the manner in which such support is provided in order to most economically advance the mutual interests of the District and the Foundation.


4. **NO OTHER MODIFICATION.** Except as provided herein, the Operating Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this instrument at Santa Maria, California as of the date and year above first written.

ALLAN HANCOCK JOINT COMMUNITY
COLLEGE DISTRICT

ALLAN HANCOCK COLLEGE
FOUNDATION, A California Nonprofit
Public Benefit Corporation

By: 
ROBERT F. GROGAN
President,
Board of Trustees

By: 
CHARLES ADAMS
President,
Board of Directors

**OPERATING AGREEMENT
(ADDENDUM NUMBER 2)**

THIS OPERATING AGREEMENT (ADDENDUM NUMBER 2) (hereinafter referred to as the "Agreement") is made and entered into as of the 21 day of November, 2000, by and between **ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT** (hereinafter referred to as the "DISTRICT") and **ALLAN HANCOCK COLLEGE FOUNDATION, A California Nonprofit Public Benefit Corporation** (hereinafter referred to as the "FOUNDATION"), with reference to the following facts:

- A. The District and the Foundation are parties to a certain Operating Agreement dated as of May 6, 1994, and a certain Addendum Number 1 thereto, both relating to the terms and conditions under which the Foundation will carry out its activities in support of the District, and under which the District will make personnel, facilities and/or other financial support available to the Foundation.
- B. The parties wish to recognize and increase the financial support provided by the Foundation to the District, all on the terms and conditions specified herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

1. **TRUTH OF RECITALS.** All of the matters specified in Recitals A. through B. above are true and correct as of the date of this Agreement.
2. **EXISTING SUPPORT.** The parties acknowledge that the District currently provides support of the operational expenses of the Foundation in the form of:
 - a. Auditing and accounting services.
 - b. Grounds and building maintenance services.
 - c. Utilities.
 - d. Office space.
 - e. Computer support services.
 - f. A portion of the Foundation's personnel costs.
3. **ADDITIONAL FUTURE SUPPORT.** In recognition of the Foundation's support of the District, and in addition to the support currently provided by the District, the District shall provide additional support of the operational expenses of the Foundation in the following sums during the fiscal years specified.


- a. Eight thousand dollars (\$8,000.00) during fiscal year 1999-2000, advance of which is acknowledged.
- b. Fifteen thousand dollars (\$15,000.00) during fiscal year 2000-2001.
- c. Fifteen thousand dollars (\$15,000.00) during fiscal year 2001-2002.
- d. Forty thousand dollars (\$40,000.00) during fiscal year 2002-2003.
- e. Forty thousand dollars (\$40,000.00) during fiscal year 2003-2004.
- f. Thirty-two thousand dollars (\$32,000.00) during fiscal year 2004-2005.

The parties may from time to time agree to modify the manner in which such support is provided in order to most economically advance the mutual interests of the District and the Foundation.

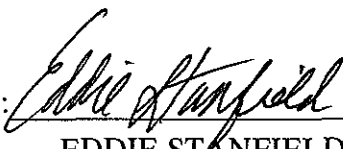
4. NO OTHER MODIFICATION. Except as provided herein, the Operating Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this instrument at Santa Maria, California as of the date and year above first written.

ALLAN HANCOCK JOINT
COMMUNITY COLLEGE DISTRICT

By: 
LAWRENCE LAHR
President,
Board of Trustees

ALLAN HANCOCK COLLEGE
FOUNDATION, A California Nonprofit
Public Benefit Corporation

By: 
EDDIE STANFIELD
President,
Board of Directors

To: Board of Directors	ACTION
From: Glenn Owen, Chair Finance Committee	January 23, 2020
Subject: Finance Committee	

BACKGROUND

11.A. Financial Statements through 11/30/2019 (ACTION)

- AHC Foundation Financial Overview – General Operations 11/30/2019 pg. 29
- AHC Foundation Financial Overview – All 11/30/2019 pg. 30
- AHC Foundation Financial Overview – Investments 11/30/2019 pg. 31

11.B. Revised 2019-2020 Operating Budget (ACTION)

The 2019-2020 Operating Budget has been revised to reflect the \$123,000 per year for three years from the district and the reduction of draws on the Young and Hansen endowments. A copy of the revised budget can be found on page 32.

11.C. Marian Hancock Scholarship Endowment Funding 2019-2020 (ACTION)

Approval to fully fund Marian Hancock Scholarship Endowment at \$10,000 with additional staff-identified funding.

11.D. Endowment Scholarship and Program Funding 2019-2020 (ACTION)

Approval of all other endowment scholarship and program funding at 4% with a minimum of \$500 on staff-identified endowments.

RECOMMENDATION

The Finance Committee recommends:

- 11.A. Approval of the financial statements through 11/30/2019.
- 11.B. Approval of the revised 2019-2020 operating budget.
- 11.C. Approval of Marian Hancock Scholarship endowment funding.
- 11.D. Approval of endowment scholarship and program funding.

AHC Foundation Financial Overview - General Operations

Statement of Activity	Actual as of	% of	Budget
	11/30/2019	Budget	2019-20
Support and revenue			
Unrestricted contributions	34,582	87%	39,750
Title 5 support	29,256	45%	65,611
Transfers in:			-
Admin fee @ 1.5%	45,230	55%	81,634
President's Circle Fee @1%		0%	15,000
Title III transfers	121,736	4058%	3,000
Promise fee 1.5%	1,691	23%	7,500
Hansen Proceeds		0%	98,500
Young Proceeds		0%	50,000
Net transfers in	160,657	63%	255,634
Other			425
Total support and revenue	224,495	62%	361,420
Expenditures - See below	(123,297)	32%	(386,420)
Other Income:			
Net realized gain	282		-
Net unrealized gain (loss)	13,142		
Interest and dividends	9,578	38%	25,000
Total other income	23,002	92%	25,000
Change in net assets	124,200		-
Net assets, beginning	155,095		155,095
Net assets, end	279,295		155,095

Statement of Financial Position	Actual as of
	11/30/2019
Assets	
Current Assets	
Cash	273,465
Due from other funds	5,851
Total current assets	279,316
Total assets	279,316
Liabilities and Net assets	
Current liabilities	21
Net Assets	279,295
Total liabilities and net assets	279,316

Expenditures	Actual as of	% of	Budget
	11/30/2019	Budget	2019-20
Advertising and postage	1,411	21%	6,600
Bank and brokerage charges	2,620	18%	14,500
Building and equipment		0%	1,000
Community activities	3,599	24%	15,000
Contracted personal services		0%	6,000
Contracts and leases	1,126	205%	550
Employee benefits	8,636	42%	20,428
Food	979	16%	6,000
Memberships and permits	1,484	59%	2,500
Miscellaneous expense		0%	1,349
Salaries	98,466	39%	249,993
Scholarship banquet support		0%	20,000
Software maintenance agreement		0%	10,000
Supplies and materials	3,085	25%	12,500
Telephone			-
Title III funding		0%	13,500
Travel and conference	1,891	29%	6,500
Total expenditures	123,297	32%	386,420

AHC Foundation Financial Overview - All

Statement of Activity	Actual as of 11/30/2019
Support and revenue	
Unrestricted contributions	967,034
District support	29,256
Other	686
Total support and revenue	996,976
Expenditures - See below	(930,687)
Other Income:	
Net realized gain	388,335
Net unrealized gain (loss)	327,144
Interest and dividends	210,530
Total other income	926,009
Change in net assets	992,298
Net assets, beginning	27,303,757
Net assets, end	28,296,055

Statement of Financial Position	Actual as of 11/30/2019
Assets	
Current Assets	
Cash	1,280,840
Accounts receivable	106,565
Pledges receivable - current	215,335
Other assets	8,335
Total current assets	1,611,075
Pledges receivable - non current	552,400
Investments	26,140,905
Total assets	28,304,380
Liabilities and Net assets	
Current liabilities	8,324
Net Assets	28,296,055
Total liabilities and net assets	28,304,379

Expenditures	Actual as of 11/30/2019
Advertising and postage	4,460
Bank and brokerage charges	101,655
Community activities	15,473
Contracts and leases	1,128
District College Support	18,231
Employee benefits	8,636
Food	19,849
Memberships and permits	3,711
PCPA support	172,321
Salaries	98,466
Scholarships	449,452
Software maintenance	4,445
Student Assistance	12,756
Supplies and materials	16,964
Travel and conference	3,140
Total expenditures	930,687

AHC Foundation Financial Overview - Investments

	6/30/2019	11/30/2019
Morgan Stanley - UMA Active Assets	\$ 6,216,427	\$ 6,067,619
Morgan Stanley - UMA Unrestricted		\$ 543,016
Morgan Stanley - Boyd Music Program	\$ 2,305,446	\$ 2,338,833
Monarch Wealth Strategies - LPL	\$ 1,643,232	\$ 1,661,856
Monarch Wealth Strategies - LPL - Lahr	\$ 63,490	\$ 68,191
Osher-Bartleson	\$ 121,564	\$ 121,564
Northern Trust - Young	\$ 1,453,787	\$ 1,399,059
Northern Trust - Boyd	\$ 7,508,920	\$ 7,843,715
Santa Barbara Foundation - Hancock Promise	\$ 425,622	\$ 1,080,776
Rabobank Wealth Mgmt. - Boyd	\$ 4,777,850	\$ 5,016,276
Total	\$ 24,516,338	\$ 26,140,905

**Allan Hancock College Foundation
REVISED Fdtn General Operations**

Fiscal Peiod Start date 07/01/2019
Fiscal period end date 06/30/2020
As of date 11/30/2019

Chart of Accounts 3
Fund 831001 and 831002
ORG AFN
Account All
Program 709001

Allan Hancock College Foundation
Revised Fdtn General Operations
AHC Foundation

Account Title	Account Type	Approved Budget	Revised Budget	Year to Date	Available Balance
Non Bargaining Unit	Labor	\$ 249,993	\$ 249,993	\$ 98,466	\$ 181,811
Classified Non Instr FICA-Soc Scrt	Labor	\$ 15,500	\$ 15,500	\$ 6,099	\$ 11,273
Classified Non-Instr FICA-Medicare	Labor	\$ 3,379	\$ 3,379	\$ 1,436	\$ 2,390
Classified Non Instr Health & Wlfr	Labor	\$ 1,200	\$ 1,200	\$ 184	\$ 1,200
Classified Non-Instr SUI	Labor	\$ 672	\$ 672	\$ 168	\$ 504
Classified ETT-Foundation	Labor	\$ 28	\$ 28	\$ 7	\$ 21
Classified Non Instr Workers Comp	Labor	\$ 1,868	\$ 1,868	\$ 742	\$ 1,346
Public Relations/Recognitions	Direct Expenditures	\$ 500	\$ 500	\$ 327	\$ 173
Office/Operational Supplies	Direct Expenditures	\$ 6,000	\$ 6,000	\$ 1,625	\$ 1,257
Non Instr Printing	Direct Expenditures	\$ 6,500	\$ 6,500	\$ 1,460	\$ 4,311
Food - Business Meetings/Events	Direct Expenditures	\$ 6,000	\$ 6,000	\$ 979	\$ 5,021
Indep Contractor (Individuals)	Direct Expenditures	\$ 2,500	\$ 2,500	\$ -	\$ 2,500
Service Contracts (Businesses)	Direct Expenditures	\$ 3,500	\$ 3,500	\$ 1,128	\$ 2,638
Travel - All Travel Costs	Direct Expenditures	\$ 6,000	\$ 6,000	\$ 1,891	\$ 3,260
On-Site-Prof. Develop/Webinars	Direct Expenditures	\$ 500	\$ 500	\$ -	\$ 500
Foundation Community Activities	Direct Expenditures	\$ 15,000	\$ 15,000	\$ 3,599	\$ 12,401
Dues & Memberships	Direct Expenditures	\$ 850	\$ 850	\$ 1,464	\$ 751
Non-Tech Licenses,Permits,Fees	Direct Expenditures	\$ 550	\$ 550	\$ 20	\$ 530
Non-Tech Maintenance Agreement	Direct Expenditures	\$ -	\$ -	\$ -	\$ -
Software Maintenance Agreement	Direct Expenditures	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
Equipment Rental	Direct Expenditures	\$ 850	\$ 850	\$ -	\$ 850
Fngprmt/Bckgrnd/Psy Tst/Poly	Direct Expenditures	\$ 100	\$ 100	\$ -	\$ 100
Postage/Express Services	Direct Expenditures	\$ 2,500	\$ 2,500	\$ 1,001	\$ 1,699
Advertising	Direct Expenditures	\$ 3,430	\$ 3,430	\$ 83	\$ 3,347
Bank Service Charges	Direct Expenditures	\$ 1,500	\$ 1,500	\$ 962	\$ 581
Investment Brokerage Fees	Direct Expenditures	\$ 13,000	\$ 13,000	\$ 1,658	\$ 13,000
Equipment	Direct Expenditures	\$ 1,450	\$ 1,450	\$ -	\$ 1,450
Intrafund Transfers-Out	Direct Expenditures	\$ 31,500	\$ 31,500	\$ 8,000	\$ 23,500
Contributions,Gifts,Grants&Endwmnts	Revenue	\$ 39,750	\$ 39,750	\$ 34,582	\$ 7,203
District/Grant Contribution	Revenue	\$ 65,611	\$ 188,611	\$ 29,256	\$ 48,057
Interest and Investment Income	Revenue	\$ 25,000	\$ 25,000	\$ 9,578	\$ 24,027
Other Local Revenues	Revenue	\$ 425	\$ 425	\$ -	\$ 425
Intrafund Transfer-In	Revenue	\$ 255,634	\$ 133,059	\$ 168,657	\$ 237,022
Realized/Unrealized Gain on Investment		\$ -	\$ -	\$ 13,424	\$ 9,428
Revenue Total		\$ 386,420	\$ 386,845	\$ 255,497	\$ 293,965
Expenditure Total		\$ 384,870	\$ 384,870	\$ 131,297	\$ 22,770
Report Total (of all records) Expenditure Total		\$ 386,420	\$ 1,975	\$ 124,200	

Budget - Intra Fund Transfers-In	Approved Budget	Actuals	Revised
Administration Fee @ 1.5%	\$ 81,634	\$ 36,099	\$ 81,634
President's Circle Fee @ 15%	\$ 15,000		\$ 15,000
Young Unrestricted Endowment	\$ 50,000		\$ -
Unrestricted Endowment Proceeds	\$ 3,000		\$ 8,000
Hancock Promise Gift Fee @ 1.5%	\$ 7,500	\$ 1,691	\$ 7,500
Hansen Unrestricted Endowment	\$ 98,500		\$ 20,925
Title III Endowment Tranfers	\$ -	\$ 121,736	\$ -
	\$ 255,634	\$ 159,525	\$ 133,059

To: Board of Directors	Information
From: Bob Manning, Chair Scholarship Committee	January 23, 2020
Subject: Scholarship Committee Report	

BACKGROUND

The 2019-2020 scholarship cycle is off to a great start.

- Over 500 applications have been started by students, which is on track when compared to application submitted by this time last year. There was a total of 619 applications submitted by the February deadline in 2019.
- The Committee is preparing for the scholarship review process, first meeting coming up in February.
- Text message reminders and social media posts are gearing up for the last couple of weeks to remind students to submit their applications now.
- Deadline to submit applications is February 12, 2020 – please share with any students you know.

The committee is beginning work on the May 21, 2020 scholarship banquet.

To: Board of Directors	Information
From: Maggi Daane, Chair President’s Circle Committee	
Subject: President’s Circle Committee Report	

BACKGROUND

Membership Report

	July 1, 2019 – October 1, 2019	October 1, 2019 – December 31, 2019
Current	84	71
Pending	3	14
Total	87	85
<i>Lapsed</i>	2	3

Increase in pending members due to annual billing cycle. End of year billing and membership review underway.

Financial Report

	July 1, 2019 – October 1, 2019	October 1, 2019 – December 31, 2019
Opening Balance	\$96,866.00	\$70,695.00
Revenue	\$3,519.00	\$20,556.00
Subtotal	\$100,385.00	\$86,251.00
Expenses	\$29,690.00	\$16,440.00
Balance	\$70,695.00	\$69,811.00

2019-2020 Event Report

HELD:

- November 16, 2019: *Under the Sea* reception in the Severson – Families included. The event was a success with 85 guests that attended the reception and 74 that attended the show.

SCHEDULED:

- April 25, 2020: Joint event with the Encore Circle – this annual event is a favorite and we always have a great response. We are already working with PCPA Development Team and logistics are in place.
- Late June 2020: Afternoon with the President – we are bringing back this popular event, to be held at Riverbench Winery.

Each member of the Foundation’s Board of Directors is invited and encouraged to become a member of the President’s Circle. The President’s Circle is a wonderful way to show your support for Hancock and support the vision of our President.

To: Executive Committee	Information
From: Guy Walker, Chair Hancock Promise Committee	January 23, 2020
Subject: Hancock Promise Committee Report	

BACKGROUND

The Hancock Promise Fund Campaign has **\$3,773,932** in gifts and pledges toward its \$10 million goal. This includes **\$193,500** of “quiet funds” committed to the Centennial Circle over our public total of **\$3,585,431**.

HANCOCK PROMISE (Public Totals)

Gift Level	Gifts Committed	Total Received	% of Goal	Gifts Needed
\$2,000,000	1	\$2,000,000	100%	1
\$750,000	1	\$1,000,000	133%	1
\$500,000	0	\$0	0%	3
\$250,000	0	\$0	0%	6
\$100,000	0	\$0	0%	10
\$50,000	1	\$71,640	5%	20
\$25,000	5	\$156,000	25%	20
\$10,000	14	\$179,896	29%	50
\$5,000	8	\$27,125	7%	150
<\$5,000	178	\$150,771	21%	450+
TOTALS	208	\$3,585,432	32%	n/a

FY 2019-2020 HANCOCK PROMISE GOALS

Source	Goal	Gifts & Pledges	Needed	% of Goal
*The Centennial Circle (>\$10,000)	\$1,000,000	\$193,500	\$806,500	19%
Foundations	\$100,000	\$66,500	\$33,500	67%
Private Receptions/Individuals (\$1,000-\$10,000)	\$50,000	\$62,667	\$0	125%
Corporations/Small Businesses	\$30,000	\$7,461	\$22,539	25%
Affinity Groups	\$25,000	\$0	\$25,000	0%
Community Organizations/Other	\$20,000	\$5,000	\$15,000	25%
TOTALS	\$1,225,000	\$330,128	\$894,872	27%

***Internal numbers only.** Public campaign DOES NOT include Centennial funds.

The Centennial Fund \$1 million goal - \$193,500 raised to date

Dr. Walthers hosted the Centennial Circle kickoff reception in his home on November 3, 2019. The event was successful in terms of both fundraising and commitments to fundraise. We welcome your suggestions for additional prospects. Centennial Circle prospects are individuals who can commit to:

- (1) making a \$10,000 gift/pledge, and,
- (2) helping to secure other \$10,000 gifts.

To date, the Centennial Circle has raised \$193,500.

Foundations \$100,000 goal - \$66,500 raised to date

Research on new foundation prospects continues and additional proposals for funding are being submitted. Proposals funded since July 1, 2019:

- The Roy & Ida Eagle Foundation - \$25,000
- Mark & Dorothy Smith Family Foundation - \$24,000
- PG&E Corporation Foundation - \$15,000
- McCune Foundation, Hilda Zacarias - \$2,500

Private Receptions \$50,000 goal - \$62,667 raised to date

HELD (since 10/1/19): 10/26/2019 Pam & Bruce Lackey; Janice & Jim Paulsen; Betty & Jack Scully

This event raised close to \$42,000 and brought in new Promise donors.

SCHEDULED

2/2020 Tracy Beard

Tracy and her husband will be hosting an event in Solvang at the home of a donor qualified at the \$10,000 level. Additional details TBD.

4/2020 Nanning/Frost Centennial Circle event

Prospects have been identified and this event will be hosted by the Nannings and Frosts, jointly.

Hosts with dates TBD: Guy Walker (SY Kitchen), Jim Bray (home), Jim Fields & April Gillette (home), and Diane McMahon (home).

Affinity Groups \$25,000 goal - \$0 raised to date

We continue to explore how we might be most effective in this effort. We are still in the development stage, having previously identified three potential affinity groups

Corporations/Small Businesses \$30,000 goal - \$7,461 raised to date

We have targeted specific donors for repeat giving and anticipate funding in the first or second quarter of 2020.

Community Organizations / Other \$20,000 goal - \$5,000 raised to date

Engagement and stewardship are on-going for district community and social clubs (such as Rotary, Kiwanis, Lions, etc.). Cultivation efforts are expected to show a yield during the upcoming quarter.

Upcoming Meetings and Events

Meeting or Event	Day	Date	Time	Location
Board of Directors Quarterly Meeting and Retreat	Th	01/23/2020	2:00-5:30pm	CoastHills Corporate Office, Santa Maria Tracy Beard residence, Solvang
Promise Cultivation Event		February 2020, exact date TBD		
Finance Committee	W	4/8/2020	1:00 - 3:00 PM	Captain's Room - Bldg B
Executive Committee	W	4/8/2020	4:00 - 6:00 PM	Captain's Room - Bldg B
Board of Directors Quarterly Meeting	Th	4/23/2020	4:00 - 6:00 PM	Boardroom – Bldg B Mary and Ron Nanning residence, Orcutt
Centennial Circle Event		April 2020, exact date TBD		
President's Circle & PCPA Encore Circle	S	4/25/2020	TBA	Severson Theatre
Scholarship Annual Event	Th	5/21/2020	6:00 PM	Joe White Gymnasium
Commencement	F	5/22/2020	10:30 AM	The Commons
Afternoon with the President		Late June 2020, exact date TBD		Riverbench Winery
Finance Committee	W	7/8/2020	1:00- 3:00 PM	Captain's Room- Bldg B
Executive Committee	W	7/8/2020	4:00- 6:00 PM	Captain's Room- Bldg B
Board of Directors Annual Organizational Meeting	Th	7/23/2020	4:00 - 6:00 PM	Boardroom – Bldg B