June 28, 2007

Ms. Diane Crosier, Esq.
Senior Director, Risk Management
San Diego County Schools JPA/FBC
6401 Linda Vista Road, #505
San Diego, CA 92111-7399

Re: Settlement and Buy-Out of Superintendent/President Victoria Muñoz-Richart

Dear Ms. Crosier,

We are writing this letter regarding the recent settlement and buy-out agreement between Superintendent/President Victoria Muñoz-Richart and MiraCosta Community College District. After much thought, we believe the agreement is invalid for the following reasons:

Based on the letter of March 19, 2007 sent by Mr. Ottilie to Mr. Shinoff and forwarded to the trustees, the Superintendent/President was threatening litigation against individual trustees and the district. About a week later, on March 26, 2007, we requested legal counsel be appointed to us immediately because of Dr. Richart's threats. We stated that we wanted impartial and unconflicted counsel. We objected to being represented by Mr. Shinoff who we believed had a conflict of interest. We were told at that time by Mr. Mazza that the "JPA does not retain counsel for defense of a lawsuit that has not yet been filed...".

We personally met with you on April 27th to again request separate counsel and to inform you that Attorney Shinoff had a conflict of interest. We believed that he had effectively acted as Dr. Richart's legal counsel in various lawsuits presented against the District. We had previously stated in our letter of April 6 that "since Mr. Shinoff is representing Dr. Richart in various lawsuits, he simply cannot advise the Board of Trustees and the District when she makes threats of legal action, as she has done now". You told us at that time that until a tort claim or lawsuit was brought forth, the JPA could not determine if it would provide separate counsel to us.

In a similar but different case, in June 2007 when Ms. Hatoff filed a lawsuit against the District and individual trustees, we again requested separate counsel. Although you did not agree that there was a conflict, you did assign another attorney from the JPA panel – Attorney David Monks.

On June 14, 2007, the District through Mr. Shinoff, received yet another letter from Mr. Ottilie stating Dr. Richart "may have (claims) arising from the conduct of individual trustees and the trustees of MiraCosta College". Mr. Ottilie went on to say that "Ms. Richart believes it would be in the best interests of the college if we could discuss a potential resolution of these claims." We never saw this letter. It was read to us for the first time at the closed session, June 19th. We have since been told that this letter was the basis of "anticipated litigation" because no tort claim had been filed by Dr. Richart.

Mr. Shinoff told the board in the closed session that he had been retained by the JPA to represent the District in the Richart dispute. You can imagine our surprise! We were never even afforded the opportunity to request independent counsel. We still do not understand the JPA's decision or reasoning. It also appears – albeit unbelievable - that the District gave this letter of June 14 the weight and importance of a tort claim or a lawsuit. With statements like "may have claims" and "to discuss a potential resolution" in our minds certainly do not constitute enough proof that Dr. Richart had sufficient evidence to proceed with a lawsuit.

When we received the board agenda of June 19th, 2007 we did not know that Dr. Richart was the subject of the potential litigation listed on the agenda. The agenda read as follows: "CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION: Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: One case." Prior to going into the closed session, the only thing that we knew was what was stated on the agenda. In our wildest dreams did we know that we were going into a mediation session that would last all night to settle a dispute between Dr. Richart and the District.

The JPA had to have known that Mr. Shinoff and Mr. Ottilie had been brokering a deal with Dr. Richart for months. Mr. Ottilie sent Mr. Shinoff a letter dated May 17, 2007 stating they had jointly agreed to propose a "meeting" between the three senior-most trustees and Judge Moon. (Never was the word mediation used.) The purpose of the meeting was to "enhance the environment at the College" for the benefit of the students and the community. We wrote a letter to Mr. Mazza objecting to this "proposed meeting" stating that the entire board should be included since it involved a discussion about College-related issues. To hold an unagendized meeting on the topic of enhancing the college environment, outside the public's eye, with no way for the public to participate, would have been a violation of the Brown Act. Furthermore, any advisory group or committee formally created by the governing body is also subject to the open meeting laws. We firmly stated that the board

must be very careful and conduct the public's business in public. Later, we were told the "meeting" would not take place. Never were we informed that this proposed meeting would be a "mediation" to deal with a dispute between Dr. Richart and the District.

However, it was obvious during the mediation, and it has been since confirmed, that some of the other trustees knew about a possible settlement between the District and Superintendent/President Richart before going into the closed session. Proof of this is documented in a statement that Board President Adams made to the San Diego Union Tribune on June 23, 2007 where he states: "The Board knew going into the mediation that we were trying to hammer out a deal."

The moment that Mr. Shinoff told us he had been appointed by the JPA as counsel to the District, we were shocked. We immediately raised issue with Mr. Shinoff's right to represent the minority trustees because as explained to you earlier, he had effectively acted as Dr. Richart's legal counsel during the horticulture investigation. We told Judge Moon, the mediator, that we had asked and received separate counsel in the Hatoff lawsuit because of conflict with Mr. Shinoff. We most certainly would have requested separate counsel for the June 19th closed session had we been given the courtesy of notice of the purpose of the meeting. However, we were not afforded that opportunity; Mr. Shinoff and Judge Moon also dismissed our concerns.

We felt compelled to remain at the meeting, which lasted 10 hours, even though there were numerous environmental inconveniences. We were forced to meet in groups of no more than three even though we were properly convened in closed session and no appropriate explanation was given to us for this unusual procedure. We were told that if all seven signatures were not present on the settlement, Dr. Richart would proceed to sue the District. We felt threatened with the well being of the District if we were to have left the meeting or if we had refused to sign the agreement.

We also felt manipulated into signing the agreement. As we recall, Judge Moon mentioned jury awards of $2 to $11 million dollars and informed us that if there was litigation brought against the District, it would far exceed the settlement costs. It was also alleged that certain trustees had violated Dr. Richart's rights. Judge Moon showed us a copy of a San Diego Union Tribune article stating that we had said certain things about Dr. Richart. We told him that the paper had later retracted those statements. He acted surprised at the retraction. It appeared that Judge Moon had some type of "briefs" from Mr. Ottilie to assist in his arbitration. We never

were given copies of those briefs nor do we know if the College presented similar documents in our defense. We were never afforded an opportunity to actually see the accusations or to respond to them.

It was also apparent that Mr. Shinoff was not advocating for the District, or at least not for the three minority trustees. Judge Moon's demeanor certainly did not appear neutral but rather as an advocate for Dr. Richart. We also asked what trustees were named by Dr. Richart, and we were told that no individual trustees were named. It appeared to us that Mr. Ottilie, Judge Moon and Mr. Shinoff were all advocates of Dr. Richart, and the District and trustees – at least the minority trustees - had no advocate or legal representation in the mediation.

After our lengthy discussion with you in April, we informed you that in no way would we accept Mr. Shinoff's representation on our behalf. Yet you appointed him for this case, the very case we opposed from the beginning. Yet you gave us another panel attorney for the Hatoff case. We do not understand your reasoning and would like an explanation.

Based on the above, we think that given the circumstances under which we were subjected to the settlement, it is not ethical or binding and therefore is not legal. We believe the settlement constitutes a gift of public funds. The settlement agreement reached between the Superintendent/President and the District represents a huge liability for the JPA and the District. We believe the District was misled, was not adequately represented and did not present a proper defense. We believe the issue should be immediately presented to the District Attorney, together with the JPA.

If we do not receive satisfactory relief by 5 p.m., Thursday, July 5th, we will be forced to take the matter directly to the District Attorney.

Sincerely,

Trustee Gloria Carranza Trustee Jacqueline Simon Trustee Judy Stratton