



EL CAMINO COMMUNITY COLLEGE DISTRICT

16007 Crenshaw Boulevard, Torrance, California 90506-0001
Telephone (310) 532-3670 or 1-866-ELCAMINO

July 11, 2012

Board of Trustees
El Camino Community
College District

Dear Members of the Board:

Welcome to our mid-summer Board packet for the meeting of July 16, 2012. I trust your summer is relaxing and rejuvenating. The July Board agenda is highlighted by a number of important items.

The meeting begins with a presentation by Ms. Deborah Shepley, HMC Architects, on the 2012 Facilities Master Plan Update which is the basis of our voter request of a bond extension for facilities funding.

The consent agenda is highlighted by:

1. Academic Affairs presentation of Board Policy 5070, Attendance. Although Board policies are noted for first reading then second reading and final adoption, this policy is presented for adoption at the July Board meeting to satisfy State accounting and audit requirements. The procedures for 5070 are still in development.
2. Student and Community Advancement includes the first reading of the Comprehensive Master Plan 2012-2017 consisting of Education, Technology, Facilities and Staffing plans. The public will have access to the enclosed Plan through a website connection.
3. Administrative Services presents routine items. The Administrative Services, Measure E Bond Fund section provides some exciting project initiation proposals. As you can see, we are preparing to update our Athletic Education and Fitness Complex; remove some of the Manhattan Beach modules; build a secondary Information Technology Server Room and other routine items.

4. Human Resources presents relatively routine actions including a number of hires for fall including Vice President, Human Resources, Linda Beam. See enclosed memo from Interim Vice President Solomita for an introduction to Ms. Beam. This section also includes a request to schedule a public hearing for reopener negotiations between the El Camino Community College District and El Camino Classified Employees at the August 2012 Board meeting.
5. The Non-Consent Agenda is important, extensive and exciting.
 - a. Item A is a resolution relating to the issuance of the last series of our 2002 election bond of \$180,000,000.
 - b. Item B provides a resolution authoring a reissuance of funding for the 2002 series B bonds. Declining interest rates make this an attractive opportunity.
 - c. Item C is the El Camino Community College District approval of the Compton Community College District's Infrastructure Phase 2 Bid. Please see letter from Special Trustee Henry, attachment 1.
 - d. Item D, El Camino Community College District Facilities 2012 Facilities Master Plan Update, the topic of Ms. Shepley's presentation at the beginning of the agenda.
 - e. Item E is a resolution ordering an election and establishing specifications of the election order for \$350 million additional funds needed to complete El Camino College's Facilities Master Plan.

Additional reading includes:

1. Memo from Interim Vice President Solomita introducing new Vice President Human Resources, Ms. Linda Beam;
2. Mr. Bruce Spain's response to Board inquiry on the Nutcracker Ballet;
3. Center for the Arts 44th Season Brochure;
4. Your copy of the Facilities Master Plan;
5. Your copy of the Comprehensive Master Plan 2012 – 2017.

You can see that if you haven't started your summer reading you sure have some wonderful documents to review prior to the next Board meeting which will be held in the Board room. Parking will be saved for you in front of the new Math, Business and Allied

Health building. I will be in my office at 3 pm. if you would like to visit before the meeting starts, however, please phone Kathy or me if you have any questions, comments or concerns prior to that time.

Sincerely,



Thomas M. Fallo
Superintendent/President

TMF/kao

Cc: Vice Presidents, Director of Community Relations



**EL CAMINO COLLEGE
HUMAN RESOURCES OFFICE**

July 11, 2012

FROM: Lynn Solomita, Interim Vice President, Human Resources

SUBJECT: Ms. Linda Beam, Vice President, Human Resources

Linda Beam has over 20 year's human resources experience, the last seven and a half years as Executive Director of Human Resources at Marin Community College. She holds a Master's Degree in Human Resources from Chapman College and holds advance certifications as a Senior Professional in Human Resources (SHRM) and Certified Compensation Professional (CCP). Linda has extensive experience in recruitment, contract negotiations and administration for both classified and certificated employee groups, she has experience working with attorneys on difficult and protracted lawsuits, she is dedicated to employee professional development and is the current President of the Association of California Community College Administrators. Linda has a great sense of humor and will be a terrific asset to the El Camino College management team.



July 10, 2012

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Compton, Lynwood, Paramount
and Willowbrook, as well as
portions of Athens, Bellflower,
Carson, Downey, Dominguez,
Lakewood, Long Beach, and
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Compton, CA 90221-5393
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KEITH CURRY, Ed.D.
Interim Chief Executive Officer

THOMAS E. HENRY
Special Trustee

Thomas Fallo
Superintendent/President
El Camino Community College District
16007 Crenshaw Boulevard
Torrance, California 90506

Re: UTILITY INFRASTRUCTURE PROJECT PHASE 2

Dear President Fallo:

Please let this letter confirm that in my capacity as Special Trustee for the Compton Community College District, serving in place of the District's Governing Board, on Tuesday, July 10, 2012, I awarded the Utility Infrastructure Project Phase 2 bid to the low bidder, Minco Construction, in the total amount of \$10,177,700. The award is contingent upon approval of the award by the El Camino Community College District Board of Trustees, and approval by the California Community College Chancellor's Office and the State of California Department of Finance. I am authorized to take such action pursuant to Education Code Section 71093(c) (1); and Executive Order 2006-01 issued by the Chancellor of the California Community Colleges.

Sincerely,

Thomas E. Henry, Special Trustee
Compton Community College District

c: Keith Curry, Interim Chief Executive Officer



EL CAMINO COLLEGE
Division of Fine Arts

TO: Dr. Francisco Arce
FROM: Bruce Spain
DATE: July 3, 2012
SUBJECT: *Nutcracker*

For a number of years the college has co-sponsored *The Nutcracker* with a local community ballet company. South Bay Ballet (Ballet) is the current company that performs *The Nutcracker* at the Marsee Auditorium.

The agreement with Ballet allows them to perform a major production in a professional venue and the Center for the Arts (CFA) to include the performance in its presenting season. This is a major event that brings many community members to the CFA. This arrangement is advantageous for both CFA and Ballet and has worked well for many years.

A copy of the Letter of Agreement is attached for your reference. Pursuant to the co-sponsorship agreement, Ballet pays a rental fee of \$7,500 for the use of the Marsee Auditorium, plus 20% of all *Nutcracker* ticket sales over \$53,000. Ballet also pays the District 20% on all gross sales as commission for all *Nutcracker* merchandise sales. Ballet is responsible for all taxes associated with the sale of merchandise. Ballet may not sell food or drink items; this right is reserved for CFA.

Ballet is responsible for all costs associated with the production of the *Nutcracker*, including, but not limited to, sets, costumes, music, musicians, royalties, transportation, all artistic personnel, equipment rental, production designers, all licenses and permits, stage manager, stage crews, wardrobe personnel, ushers, ticket takers, ticket office staff on performance days, printing of house program, all advertising and promotion costs, parking costs and liability insurance.

The company provides credit to El Camino College Center for the Arts as co-sponsor of *The Nutcracker* in all its advertising, publicity and promotions plus a full page ad in its program at no cost to District.

For *The Nutcracker* performance in December 2011, total receivables by ticket sales equaled \$73,951.00. Credited CFA expenses were \$34,575 which included facility use, advertising, ticket office expenses, house managers, ushers, ticket takers and stagehands (all labor). CFA also received 20% of the ticket sales over \$53,000 which totaled \$4,190.20. After all revenue and expenses had been ascertained, Ballet had a

reimbursement balance due to CFA for consignment tickets in the amount of \$3,024.59 which was paid after the company had been billed. A copy of the Final Settlement Sheet is attached for your reference.

This co-sponsorship has proven to be profitable and beneficial to CFA. Many of the expenditures, such as advertising, all labor, designers, etc. which would normally be paid by CFA are paid by Ballet. In December 2011 alone, after credits for all expenses, CFA received \$11,690.20 which included \$7,500 for facility rental and \$4,190.20 for 20% of ticket sales over \$53,000. *The Nutcracker* has been profitable to the District in every year since I arrived in 2001.

Should you have any questions, concerns or comments regarding *The Nutcracker*, please do not hesitate to contact me.

El Camino College Center for the Arts

FINAL Settlement Sheet

Event

South Bay Ballet

Event Date

December 16th, 17th, & 18th 2011 Friday, 7pm; Saturday & Sunday, 2:00pm

EXPENSES

Facility Use & Advertising	\$	7,500.00
Ticket Office		
Ticketing @ .30 per ticket	No Charge	
Ticket Office Manager	\$	728.00
Cashiers	\$	115.50
Credit Card Charges	\$	974.64
House Managers & Usher-Ticket Takers	\$	2,956.00
Custodians	\$	296.00
HVAC	No Charge	
Security	\$	
Stagehands	\$	22,005.25
Sound & Light Rental		N/A
Piano & Piano Tuning		N/A
Catering		N/A
Parking Fees		N/A
Cadets		N/A
Commission on Lobby Sales	Pre-paid	

SUBTOTAL EXPENSES \$ **34,575.39**

20% over \$53,000 \$ 4,190.20

GRAND TOTAL CFA EXPENSES **\$ 38,765.59**

INCOME

Ticket Sales \$ 73,951.00

GROSS INCOME \$ **73,951.00**

LESS CFA EXPENSES \$ (38,765.59)

BALANCE DUE BALLET \$ **35,185.41**

(Less) Consignment Sales \$ 7,570.00

\$ 13,945.00

\$ 16,695.00

\$ 38,210.00

BALANCE DUE

after Consignment sales

\$ (3,024.59)

Amount due to: El Camino College: **\$ 3,024.59**

Income: Ticket Sales	# of Tixs	Credit Card Sales
\$ 17,619.50 Fri., Dec. 16th @ 7pm	761	\$ 9,317.50
\$ 26,023.00 Sat., Dec. 17th @ 2pm	1,110	\$ 10,455.50
\$ 30,308.50 Sun., Dec. 18th @ 2pm	1,295	\$ 12,715.00
\$ 73,951.00 Total	3,166	\$ 32,488.00

LETTER OF AGREEMENT

This agreement is made this 22nd day of July, 2011, between El Camino Community College District, Center for the Arts (hereinafter called "District") and the South Bay Ballet (hereinafter called "Ballet"). In consideration of the mutual promises and agreement of the parties hereto, as hereinafter set forth herein, it is agreed as follows:

District and Ballet to co-sponsor "*The Nutcracker*" (hereinafter referred to as The Nutcracker or as Nutcracker) in Marsee Auditorium with the following schedule:

Load-in, setup, rehearsals, invitational final dress rehearsal, performances and strike dates are as follows: Tuesday, December 6th through to an including Monday, December 19th, 2011 with the exception of Monday and Tuesday, December 12th and 13th and Thursday, December 15th; the Marsee Auditorium is dark for the Ballet on those three (3) dates. Performances will be held on Friday, December 16th at 8:00 p.m., Saturday, December 17th and Sunday December 18th, 2011 at 2:00 p.m.

Ballet shall pay District \$7,500.00 for use of the Marsee Auditorium, plus 20% of all Nutcracker ticket sales over \$53,000.00. No deposit will be necessary should District Ticket office have enough ticket sales to cover the building rental 30 days out. Should revenue from ticket sales not cover rental fee 30 days out, then Ballet will pay difference to District within five (5) days of written notification.

Ballet will be responsible for all costs associated with the production of the Nutcracker including, but not limited to, sets, costumes, music, musicians, royalties, transportation, all artistic personnel, equipment rental, production designers, all licenses and permits, stage manager, stage crews, wardrobe personnel, ushers, ticket takers, ticket office staff on performance days, printing of house program, all advertising and promotion costs, parking costs and liability insurance. Ballet will carry a minimum of one million dollar liability insurance policy naming District as co-insured.

Ballet will provide credit to El Camino College Center for the Arts as co-sponsor of Nutcracker in all Ballet advertising, publicity and promotion. No advertising and publicity for this event can begin without District approval.

Ballet will pay to the District 20% on all gross sales as commission for all Nutcracker merchandise sales. Ballet will provide sellers and the District will provide tables for merchandise. Ballet will be responsible for the payment of all taxes associated with the sale of merchandise. Ballet is not allowed to sell any food or drink items.

Ballet will be able to use any equipment on property that the Center for the Arts owns on property, at no cost to the Ballet. All equipment usage needs to be requested by Ballet Production Manger to the Center for the Arts Production Manger or their designee. All equipment will be returned to District in same condition as received less usual wear and tear. Any equipment damaged by Ballet beyond normal wear and tear will be billed back to Ballet for repair or replacement.

Ticket office staff will be available for selling advance and group ticket sales. All costs incurred by the District on behalf of the Ballet will be deducted from Nutcracker ticket income and the balance will be remitted to Ballet.

District has included *The Nutcracker* as part of its 2011-2012 Center for the Arts season. The District will this year only offer the following to the Ballet at their expense should they choose to accept this offer or any part of:

- Postcard mailing will be done only through District's mailing house.
- District will print and hang one lobby banner.
- District will print and hang poster in Lobby of Marsee Auditorium. Should the Ballet request such poster, Ballet will supply high resolution art work to Center for the Arts. A 30-day lead time for production will be needed to print poster.

The Ballet will give the District a full page ad placed in their program in a prominent location within the program at no cost to the District. The District will provide camera ready artwork to Ballet for this page provided District is given a 30 day lead time prior to ad deadline from Ballet.

Ticket prices for this Nutcracker production are to be determined and mutually agreed upon by District and Ballet, and will include ticket prices for adults, a special price for children 12 and under, and a price for senior and student rush tickets that are only available 30 minutes prior to each performance. There will also be discounts for series subscribers ranging from 10-25%. Group discounts will be 10% for groups of 15 or more; 15% for groups of 30 or more and 20% for groups of 50 or more. Other discounts must have the mutual consent of both the Ballet and District.

Comp tickets will be issued by both parties. If District or Ballet wishes to issue over 100 comps per show, they will need to get the permission from the other party.

Ballet agrees to defend any legal action commenced against the District or its employees, agents or other persons engaged by the District, caused directly or indirectly by wrongful or negligent act of Ballet, its employees, agents or other persons engaged by Ballet. Ballet agrees to indemnify and hold harmless District and its employees, agents or other persons engaged by the District against any liability, loss, costs or damages, including attorney fees, resulting from the performance of this agreement.

District agrees to defend any legal action commenced against the Ballet or its employees, agent or other persons engaged by the Ballet, caused directly or indirectly by wrongful or negligent act of District, its employees, agents or other persons engaged by District. District agrees to indemnify and hold harmless Ballet and its employees, agents or other persons engaged by the Ballet, against any liability, loss, costs, or damages, including attorney fees, resulting from the performance of this agreement.

Neither the Ballet nor the District shall be liable for the cancellation of *The Nutcracker* if such cancellation is due to the acts or regulations of public authorities, labor difficulties, civil tumult, strike, interruption or delay of transportation service, epidemics, or other causes beyond control of Ballet and/or District.

In the event of cancellation by the Ballet for any reason other than those specified above, Ballet agrees to reimburse District all costs incurred by the District prior to the cancellation. Should District cancel for any reason other than those specified above, District agrees to reimburse Ballet all costs incurred by the Ballet prior to the cancellation. All such costs must be documented and must be paid within ninety days of cancellation.

AGREED TO:

EL CAMINO COMMUNITY COLLEGE DISTRICT

El Camino College
Center for the Arts
16007 Crenshaw Blvd.
Torrance, CA 90506
310-660-3748
bspain@elcamino.edu

South Bay Ballet
1261 Satori Avenue
Torrance, CA 90501
310-533-1247
310-963-1247

Signature
Administrative Services

Signature

Print Name

Print Name

Date

Date