

Board of Trustees Agenda Item

Board Meeting Date: August 30, 2010

Title of Item:

Performing Arts Alliance Contract Addendum

Background and Analysis:

Board approval is requested for addenda to the 2010-2011 Performing Arts Alliance agreements establishing a minimum age for participation.

Recommendation: President Judy Miner recommends approval

Submitted by:	Judy Miner, x7201
Additional contact names:	Mark Anderson, x7156, Paul Schrage, x7479
Is backup provided?	yes

**Addendum between the
Foothill-De Anza Community College District
And Bus Barn Stage Company**

The following shall be added to section II of the existing contract with Bus Barn Stage Company. The addendum shall come into effect September 20, 2010:

II. Students:

- F. Enrollment shall be limited to students who have reached their 14th birthday on the first day of the quarter in which they are enrolled.

IN WITNESS WHEREOF, this Addendum has been executed by and on behalf of the parties hereto.

Foothill-De Anza Community
College District

Bus Barn Stage Company

By _____
Kevin McElroy

By _____

Print Name

Vice Chancellor of Business Services

Title

Date _____

Date _____

Foothill College

By _____
Mark Anderson
Dean of Fine Arts

Date _____

Addendum between the Foothill-De Anza Community College District And Ballet San Jose

The following shall be added to section II of the existing contract with Ballet San Jose. The addendum shall come into effect September 20, 2010:

II. Students:

- F. Enrollment shall be limited to students who have reached their 14th birthday on the first day of the quarter in which they are enrolled.

The following shall replace section IV of the existing contract with Ballet San Jose. The addendum shall come into effect September 20, 2010:

IV. Consideration:

- A. In consideration of the instructional and other services provided by BSJ under the terms of this Agreement Foothill shall pay \$1.87 per student contact hour as determined in the third week census enrollment data per full quarter (11.67 weeks), with a maximum limit of \$22,000 for term of contract. This payment per student contact hour is for regular credit courses. Non-credit courses, if any, will be paid at \$0.30 per student contact hour, subject to all other terms and conditions as stated above. Payment shall be prorated for courses less than a full quarter. Payment shall include a reduction for any per unit fees waived.
- B. BSJ certifies that any direct education costs of the instructional and other services provided by BSJ are not being fully funded through any other source.
- C. Foothill shall pay BSJ in arrears on September 15, 2010, January 15, 2011, April 15, 2011 and July 15, 2011. The final payment is contingent upon submission of all required materials related to grading and attendance accounting.
- D. All payments due to BSJ shall be addressed as follows:

Ballet San Jose
40 North First St.
San Jose, CA 95113

IN WITNESS WHEREOF, this Addendum has been executed by and on behalf of
the parties hereto.

Foothill-De Anza Community
College District

Ballet San Jose

By _____
Kevin McElroy

By _____

Print Name

Vice Chancellor of Business Services

Title

Date _____

Date _____

Foothill College

By _____
Mark Anderson
Dean of Fine Arts

Date _____