



## Foundation Board Meeting

Executive Session: None

Full Board Session: 3:00 p.m.

Wednesday – September 26, 2012

**Meeting Location(See map)**  
**Cravens Student Services Multi-Purpose Room**

**BOARD PACKETS ARE REQUIRED AT EVERY MEETING.**  
**Please bring yours.**

### **Our Mission:**

The mission of the Foundation is to enhance the quality of education by advancing the College of the Desert through building relationships, securing philanthropic support and stewarding assets.

### **Our Vision:**

To positively impact the lives of students who are striving to achieve a purposeful education and to enhance the communities of the Coachella Valley and the region.

### **Core Values:**

- ✓ Accountability
- ✓ Integrity
- ✓ Service Excellence
- ✓ Trust



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**Board meeting location,  
Cravens Student Services Multi-Purpose Room.  
See map on Page 3.**



● Self Service 1-Day Parking



**COLLEGE  
of the  
DESERT**  
FOUNDATION

**Board of Directors Meeting Agenda  
Wednesday, September 26, 2012 -3:00 P.M.  
Cravens Student Services Center**

**(\*\*Board action required)**

1. **Call to Order** – Donna Jean Darby, Vice President
2. **Public Invitation to speak as per the Brown Act**
3. **\*\*Approval of June Board Minutes**
4. **\*\*Financials review and approval** – June summary-Brian Holcombe and Joanne Padgham
5. **Alumni Association Report**– Gene Marchu
6. **"This is Our Story"; COD student will tell his/her story**
7. **Report from President Kinnamon**
8. **Standing Committee Meeting Reports--Actions:**
  - a) Auxiliary Report on Chili Cook-Off II—Mary Latta
  - b) Finance Committee Meeting Report—Brian Holcombe
9. **Reports/Discussion:**
  - a) Community College Funding, Budget Reductions, and College of the Desert
  - b) Newsletter, September 6, 2012
  - c) Summary of Foundation Summer Work Program
10. **Staff Reports—Actions:**
  - a) VIP reception, Heather James, Nov. 14<sup>th</sup> 5:30-7pm—Jim Hummer  
President's Circle & invited guests
  - b) Barry Manilow event VIP tickets—Jim Hummer  
Place your order for tickets-Board support for a "Gift of Love" supporting COD
  - c) Stepping Out for COD February 21<sup>st</sup> at the McCallum—Jim Hummer  
**\*\*Approval of Contracts for Neuwirth and Stokes/Mitchell**
  - d) President's Circle Update—Marcia Stein and Peter Sturgeon  
Review of membership rolls and marketing materials  
**\*\*Establish targets for membership: presently 100**
  - e) President's Business Council update—Peter Sturgeon  
First two months recruiting, status and target of 20 members
  - f) Scholarships update- Peter Sturgeon
  - g) Planned Giving Program Committee—Peter Sturgeon & Joanne Padgham
  - h) Strategic Plan Update: Board Retreat 01/31/13 to 02/02/13 —Pam Hunter
  - i) Marketing Program Update—Jim Hummer
  - j) Board Manual Distribution

**10. New Business**

**11. Adjournment**

**Next meeting, October 31, 2012 at the Cravens Multi-Purpose Room:**



**Board of Directors Meeting  
Wednesday, June 27, 2012 - 3:00 p.m.  
CSSC Multi-Purpose Room**

**MINUTES**

Members Present

Zerryl Becker, Rick Blanke, Joan Busick, Peggy Cravens, Donna Jean Darby, Dr. Edwin Deas, Chuck Hayden, Brian Holcombe, Mary Latta, Gordon Moller, Dr. Chuck Monell, Jerry Patton, Dominique Shwe, Larry Spicer, Bob Spiegel, Marcia Stein.

Members Present via telephone

Dr. Robert Chell.

Member(s) Absent

Robert Archer, John Benoit, Jim Carona, Jean Carrus, Diane Gershowitz, Susan Hunt, Kimberly Lee, John Marman, Penny Mason, Mark Nickerson, Russ Russell, Peter Solomon.

Staff/Guests

Jim Hummer, Pam Hunter, Kippy Laflame, Gene Marchu, Joanne Padgham, Peter Sturgeon, Keith Matheny.

Call to Order

Donna Jean Darby called the meeting to order at 3:05 p.m. with a quorum of members present.

Brown Act Invitation for Public Comment

No cards to speak were submitted from the public.

Approval of Minutes

It was M/S/C Marcia Stein/Dr. Chuck Monell to approve the April 2012 Minutes as distributed

Treasurer Report – Brian Holcombe & Joanne Padgham

Brian Holcombe reviewed the "Financial Summary" reports of April and May 2012, and noted the \$130K deficit year to date is due to decisions made at board level and was expected. May revenue and support was \$186,878. For the eleven months ended May 31, 2012, total revenue was \$2,406,661 minus total expenses of \$2,155,250 for an excess of revenue and support over expenditures before other income and expenses of \$251,411, an investment loss of (\$192,108) for an increase in net assets of \$59,303. It was M/S/C Gordon Moller/Robert Spiegel to approve the April and May 2012 financials as distributed.

Alumni Report – Gene Marchu

A total of \$1,245MM donated to COD from the Alumni.

Standing Committee Meeting Reports:

Finance Committee – Brian Holcombe

The Finance Committee met on May 24 and reviewed the April financials and discussed concerns about how events are approved and budgets followed. The Finance Committee recommends that all events be approved by the events committee, and each event has a prepared budget before approval by the board. Also, the Finance Committee requests a copy of the budget for each event to more closely watch any variances.

Investment Committee – Joan Busick

Bond ladder strategy and equity manager change was discussed.

Reports/Actions:

President's Report – Jerry Patton

Outgoing President Patton thanked all members and deeply appreciated all they have been able to accomplish.

Barry Manilow – Jim Hummer

Jim gave a summary of the outcome of the "Gift of Love" series by Barry Manilow at the McCallum. Mentioned that there are still 13 sets of tickets left and urged the board to place their order.

February McCallum Event – Jim Hummer

Jim announced that Diane Gershowitz and JoAnn McGrath will be the chairs for the event. We are presently in negotiations with Bebe Neuwirth and Brian Stokes Mitchell to perform. Handouts with their biographies were given to members.

Auxiliary Report – Mary Latta

The Auxiliary will be touring the campus twice in the upcoming year as a way of building awareness within the membership. The mission statement was updated to read "Philanthropic partners supporting academic success." at the board retreat in April. The events scheduled for the upcoming season are: Fall Luncheon on November 13; Black Tie Chili Cook-Off II on December 2; Life Member Reception on campus sometime in February; Spring Luncheon March 21 at the Thunderbird CC.

Presidents' Circle, Business Council, Gershowitz event Jim Hummer and Peter Sturgeon

Peter shared several stories of successful campus tours, and home events. Highlights: The March 13 PC event at the Gershowitz' home cultivated 20 new President Circle members to the Foundation. A \$500K Planned Gift was given after another successful Campus Tour. The board was encouraged to invite prospective donors to the tours, if the people are on campus and see where their donor dollars go people will give. We can customize the tour to the group so that the impact is more meaningful. Two hundred and thirty prospects have been identified for cultivation to the Business Council membership.

Strategic Plan Pam Hunter

After many hours of meetings and evaluation sessions the staff has prepared a draft plan that is presently with The Lester Consulting firm for review. Rose Lester is scheduled to be at the Foundation in August. It is planned to have a finished draft by the fall for the Board to review and comment. We plan on being able to present board members with a finished product at the Spring Retreat. This will include a Strategic Plan, Board Manual and Policy binders. The board roster with photos and bios was also discussed in tandem with the Step Up website campaign.

Calendar of Events Jim Hummer

The events calendar was presented to the board.

Desert Sun article Jim Hummer

Staff is evaluating the concept of a series of "advertorial" type articles showcasing our students. Dominique Shwe reported that the Foundation would have full control over the content and accuracy. The value of the advertising package would be \$50K with the Foundation price being \$35K.

Fashion Week Jim Hummer

We are looking into the benefits and return on investment for a lunch benefitting COD during Fashion Week.

Adjournment

Donna Jean Darby requested a motion to adjourn the meeting at 4:15 p.m.

M/S/C Marcia Stein/Larry Spicer

NEXT MEETING: Wednesday September 26, 2012 at 3:00 p.m.

Minutes taken by Kippy Laflame Executive Assistant





**COLLEGE OF THE DESERT FOUNDATION**  
**FINANCIAL SUMMARY (AUDIT DRAFT)**  
**June 30, 2012**

COLLEGE OF THE DESERT FOUNDATION					
SUMMARY REPORT					
UNRESTRICTED FUNDS					
FOR CURRENT MONTH ENDED AND YTD 6/30/12 (AUDIT DRAFT)					
WITH COMPARATIVE TOTALS FOR YTD 6/30/11					
	One Month Actual	YTD Actual	Budget	Budget Remaining	YTD ACTUAL 2011
<b>Revenue</b>					
President's Circle/Board	5,769	126,378	165,000	(38,622)	118,552
Auxiliary/Membership	2,100	13,020	30,000	(16,980)	19,330
Auxiliary Special Events (net)	5,000	78,976	30,000	48,976	41,977
Annual Fund/Direct Mail	-	-	25,000	(25,000)	2,458
Individual Gifts	100,536	143,447	100,000	43,447	173,656
McCallum Events (net)	-	-	-	-	-
Rita Rudner	-	90,234	30,000	60,234	-
One Enchanted Evening V	-	85,945	100,000	(14,055)	101,851
LL Don Bard	2,768	34,633	-	34,633	-
Other (Kick off & Street Fair, Fath)	-	(26,478)	130,000	(156,478)	57,491
Title V reimbursement	-	48,104	-	48,104	15,000
In Kind Revenue	74,296	74,296	-	-	-
Interest	17,832	142,572	130,000	12,572	147,474
Management Services	80,132	304,297	260,000	44,297	293,699
<b>Total Revenue</b>	<b>288,433</b>	<b>1,115,424</b>	<b>1,000,000</b>	<b>41,128</b>	<b>971,488</b>
<b>Expenditures</b>					
President's Circle	100	16,621	5,000	(11,621)	1,782
Auxiliary/Membership	692	4,628	5,000	372	6,022
Annual fund	-	-	8,000	8,000	1,584
Grant Development	-	-	5,000	5,000	-
Annual Report	-	-	8,000	8,000	2,000
Anchor	-	14,000	17,000	3,000	16,800
Bank Charges	421	8,044	5,000	(3,044)	4,546
Board/Staff Training	125	2,675	5,000	2,325	1,814
Repairs & Maintenance	55	994	1,000	406	1,382
Marketing	15,000	15,700	20,000	4,300	15,740
Donor Development	2,604	10,393	20,000	9,607	15,737
Equipment Lease	1,078	8,103	7,500	1,397	6,099
In Kind Expense	74,296	74,296	-	-	-
Insurance D & O	-	5,150	5,000	(150)	5,025
Legal/Financial/Professional	-	180	20,000	19,820	424
Membership Dues	750	1,375	2,500	1,125	1,750
Office Supplies & Equipment	1,410	14,005	8,000	(6,605)	7,779
Other	-	17,433	1,000	(16,433)	5,779
Postage	918	1,094	2,000	306	2,410
President's Fund	-	60,000	60,000	-	25,000
Printing/Design/Graphics	-	3,519	20,000	16,481	12,328
Recognition	1,216	7,255	10,000	2,745	2,605
Service Contracts	-	933	4,500	3,567	4,399
Staff Mileage Reimburse	-	388	3,000	2,612	1,102
Subscriptions & Publications	-	65	2,000	1,935	106
Telephone	240	2,029	3,500	1,471	2,744
Wages & Benefits	50,276	544,915	675,000	130,085	600,238
Independent Contractors	12,600	61,985	75,000	13,014	65,369
Depreciation expense	1,475	-	-	-	-
Website	61	5,313	2,000	(3,313)	816
<b>Total Expenditures before transfers/marketing</b>	<b>163,325</b>	<b>879,894</b>	<b>1,000,000</b>	<b>194,402</b>	<b>811,422</b>
Contributions to College/transfers	(70,280)	41,804	-	-	(729)
Marketing (authorized by board)**	18,018	247,033	200,000	(47,033)	-
<b>Total Expenditures</b>	<b>111,063</b>	<b>1,168,731</b>			<b>810,693</b>
Investment gain (loss)	(22,199)	30,371	-	-	82,589
Excess or (Deficit)	155,171	(72,936)	-	-	243,384
<b>General Fund Carryover from 6/30/11</b>		<b>\$ 646,206</b>			
<b>Total excess at 6/30/12</b>		<b>\$ 623,270</b>			
	<b>TOTAL MKTNG</b>	<b>REIMBURSE</b>	<b>TOTAL</b>	<b>APPROVED</b>	<b>REMAINDER</b>
<b>**MARKETING (INCLUDING TITLE V REIMBURSEMENT)</b>	<b>\$ 247,033</b>	<b>\$ (47,437)</b>	<b>\$ 199,596</b>	<b>\$ 200,000</b>	<b>\$ 404</b>

**COLLEGE OF THE DESERT FOUNDATION**  
**STATEMENT OF FINANCIAL POSITION**  
**JUNE 30, 2012 (AUDIT DRAFT)**  
**WITH COMPARATIVE TOTALS FOR JUNE 30, 2011**

	Unrestricted Fund	Temporarily Restricted Fund	Permanently Restricted Fund	Totals (Memorandum Only)	
				2012	2011
<b>ASSETS</b>					
Cash and cash equivalents	\$ 851,387	\$ 2,227,650	\$ -	\$ 3,079,037	\$ 3,326,998
Investments	600,000	2,999,868	14,536,721	18,136,589	17,485,794
Pledges receivable	5,000	60,000	1,577,124	1,642,124	2,296,617
Prepaid Expense	102,628	-	-	102,628	-
Accrued interest receivable	15,600	37,939	6,464	60,003	61,167
Property and equipment, net	2,639	-	-	2,639	3,221
FCCC - Scholarship Endowment	-	14,461	336,549	351,010	336,549
Split interest agreements	-	537,283	-	537,283	587,329
<b>TOTAL ASSETS</b>	<b>\$ 1,577,254</b>	<b>\$ 5,877,201</b>	<b>\$ 16,456,858</b>	<b>\$ 23,911,313</b>	<b>\$ 24,097,675</b>
<b>LIABILITIES</b>					
Accounts Payable	\$ 120,769	\$ 714,583	\$ -	\$ 835,352	\$ 439,079
Accrued expenses	119,829	60,000	-	179,829	92,060
Deferred income	58,050	-	-	58,050	-
<b>TOTAL LIABILITIES</b>	<b>298,648</b>	<b>774,583</b>	<b>-</b>	<b>1,073,231</b>	<b>531,139</b>
<b>NET ASSETS</b>	<b>1,278,606</b>	<b>5,102,618</b>	<b>16,456,858</b>	<b>22,838,082</b>	<b>23,566,536</b>
Unrestricted:					
Undesignated	574,134	-	-	574,134	653,455
Board designated	704,472	-	-	704,472	600,000
Temporarily restricted	-	5,102,618	-	5,102,618	6,000,016
Permanently restricted	-	-	16,456,858	16,456,858	16,313,065
<b>NET ASSETS</b>	<b>1,278,606</b>	<b>5,102,618</b>	<b>16,456,858</b>	<b>22,838,082</b>	<b>23,566,536</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 1,577,254</b>	<b>\$ 5,877,201</b>	<b>\$ 16,456,858</b>	<b>\$ 23,911,313</b>	<b>\$ 24,097,675</b>

**COLLEGE OF THE DESERT FOUNDATION**  
**STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**FOR TWELVE MONTHS ENDED JUNE 30, 2012 (AUDIT DRAFT)**  
**WITH COMPARATIVE TOTALS FOR TWELVE MONTHS ENDED JUNE 30, 2011**

**YEAR TO DATE**

	Unrestricted Fund	Temporarily Restricted Fund	Permanently Restricted Fund	Totals (Memorandum Only)	
				2012	2011
<b>REVENUES AND SUPPORT</b>					
Interest	\$ 142,572	\$ 376,677	\$ 33,806	\$ 553,055	\$ 607,952
Donations	143,327	600,790	-	744,117	379,011
Auxiliary donations	13,020	-	-	13,020	19,330
Capital campaign	-	-	109,235	109,235	154,656
COD Alumni donations	-	177,069	-	177,069	468,246
Estate gifts	-	1,255	-	1,255	210,651
In-Kind revenue	74,296	-	-	74,296	-
Management Services	304,297	-	-	304,297	293,699
President's Circle	126,378	-	-	126,378	118,551
Roadrunner Club	120	-	-	120	-
Title V grant	48,104	-	66,886	114,990	82,014
Other grants	-	106,702	-	106,702	79,810
Scholarship donations	-	396,391	16,525	412,916	420,272
Special event income (net)	263,310	-	-	263,310	205,796
Total revenues and support	1,115,424	1,658,884	226,452	3,000,760	3,039,988
<b>EXPENDITURES</b>					
Contributions to college	99,968	1,253,647	-	1,353,615	793,669
Scholarships	360	580,796	-	581,156	543,846
Operating expenses	1,068,403	-	-	1,068,403	803,367
Interfund transfers	-	(33,879)	33,879	-	-
Total expenditures	1,168,731	1,800,564	33,879	3,003,174	2,140,882
<b>EXCESS OF REVENUE AND SUPPORT OVER EXPENDITURES BEFORE OTHER INCOME AND EXPENSES</b>					
	(53,307)	(141,680)	192,573	(2,414)	899,106
<b>OTHER INCOME AND EXPENSES</b>					
Investment gain/(loss), net of investment expenses	30,371	(707,630)	(48,780)	(726,039)	1,652,601
<b>INCREASE (DECREASE) IN NET ASSETS</b>					
	\$ (22,936)	\$ (849,310)	\$ 143,793	\$ (728,453)	\$ 2,551,707

**COLLEGE OF THE DESERT FOUNDATION**  
**STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**FOR CURRENT MONTH ENDED JUNE 30, 2012 (AUDIT DRAFT)**  
**WITH COMPARATIVE TOTALS FOR JUNE 30, 2011**

**CURRENT MONTH**

	Unrestricted Fund	Temporarily Restricted Fund	Permanently Restricted Fund	Totals (Memorandum Only)	
				2012	2011
<b>REVENUE AND SUPPORT</b>					
Interest	\$ 17,832	\$ 44,502	\$ (5,959)	\$ 56,375	\$ 66,649
Donations	100,536	183,553	-	284,089	17,976
Auxiliary donations	2,100	-	-	2,100	9,350
Capital Campaign (Present Value Adjustment)	-	-	109,235	109,235	176,885
COD Alumni donations	-	-	-	-	1,800
Estate gifts	-	(48,089)	-	(48,089)	1,064
In-Kind revenue	74,296	-	-	74,296	-
Management services	80,132	-	-	80,132	78,347
President's Circle	5,769	-	-	5,769	3,888
Other grants	-	20,400	-	20,400	-
Scholarship donations	-	(7,176)	9,200	2,024	1,300
Special event income (net)	7,768	-	-	7,768	7,018
<b>TOTAL REVENUE AND SUPPORT</b>	<b>288,433</b>	<b>193,190</b>	<b>112,476</b>	<b>594,099</b>	<b>364,277</b>
<b>EXPENDITURES</b>					
Contributions to college	95,466	594,341	2,554	692,361	413,739
Scholarships	360	(23,085)	(3,054)	(25,779)	(2,350)
Operating expenses	181,342	-	-	181,342	118,547
Interfund transfers	(166,105)	166,105	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>111,063</b>	<b>737,361</b>	<b>(500)</b>	<b>847,924</b>	<b>529,936</b>
<b>EXCESS OF REVENUE AND SUPPORT OVER EXPENDITURES BEFORE OTHER INCOME AND EXPENSES</b>	<b>177,370</b>	<b>(544,171)</b>	<b>112,976</b>	<b>(253,825)</b>	<b>(165,659)</b>
<b>OTHER INCOME AND EXPENSES</b>					
Investment gain/(loss), net of investment expenses	(22,199)	(625,339)	113,607	(533,931)	(79,203)
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<b>\$ 155,171</b>	<b>\$ (1,169,510)</b>	<b>\$ 226,583</b>	<b>\$ (787,756)</b>	<b>\$ (244,862)</b>

COLLEGE OF THE DESERT FOUNDATION						
FINANCIAL SUMMARY						
JUNE 30, 2012 (AUDIT DRAFT)						
With Comparable Totals for JUNE 30, 2011						
	Unrestricted	Temporarily Restricted	Permanently Restricted	TOTALS		
					(Memorandum Only)	
				2012	2011	
Auxiliary Academic Angels	\$ 1,500	\$ -	\$ -	\$ 1,500	\$ 7,750	
Auxiliary Membership	600	-	-	600	1,350	
Auxiliary Events/Tributes 2011	-	-	-	-	425	
Capital Campaign	-	-	509,485	509,485	552,735	
Community Wellness Foundation	-	15,000	-	15,000	-	
COD Alumni Association	-	-	-	-	1,800	
Desert Regional Medical Center	-	158,600	-	158,600	-	
Desert Healthcare District (CDC)	-	5,000	-	5,000	-	
Foundation Events 2011	7,768	-	-	7,768	7,700	
Donna MacMillan	100,000	-	-	100,000	-	
Institute of Real Estate Development	5,000	15,000	-	20,000	-	
Management Services	80,132	-	-	80,132	78,347	
Thatcher Foundation	-	15,000	-	15,000	15,000	
In Kind Donation	74,296	-	-	74,296	-	
Interest Revenue	17,832	44,502	(5,959)	56,375	66,649	
Stacy Mathewson Grant	-	5,400	-	5,400	-	
Miscellaneous Gifts	400	4,610	-	5,010	1,990	
Payroll Deductions	905	343	83	1,331	5,930	
President's Circle	5,000	-	-	5,000	3,200	
President's Scholarship Fund	-	-	9,200	9,200	-	
Pass-through Scholarships	-	8,051	-	8,051	1,300	
Scholarships	-	(15,227)	-	(15,227)	-	
Ron Snow (Pledge payment)	-	-	-	-	16,666	
Previously recorded as Pledge Receivable	293,433	256,279	512,809	1,062,521	762,853	
Less Special Event Expenses	(5,000)	(15,000)	(400,333)	(420,333)	(418,562)	
	-	(48,089)	-	(48,089)	(5,664)	
<b>TOTAL REVENUE AND SUPPORT</b>	<b>\$ 288,433</b>	<b>\$ 193,190</b>	<b>\$ 112,476</b>	<b>\$ 594,099</b>	<b>\$ 338,627</b>	

**COLLEGE OF THE DESERT FOUNDATION  
SPECIAL EVENTS  
FOR YEAR ENDED ENDED JUNE 30, 2012 (AUDIT DRAFT)**

		Revenues	Expenditures	Total
Balances:				
Fall Luncheon	101			
Special Event Income	41800	8,928.00	0.00	8,928.00
Special Event Expenses	70100	0.00	(5,242.50)	(5,242.50)
<b>Total Fall Luncheon</b>		<b>8,928.00</b>	<b>(5,242.50)</b>	<b>3,685.50</b>
Spring Luncheon	105			
Special Event Income	41800	5,658.00	0.00	5,658.00
Special Event Expenses	70100	0.00	(3,749.97)	(3,749.97)
<b>Total Spring Luncheon</b>		<b>5,658.00</b>	<b>(3,749.97)</b>	<b>1,908.03</b>
COETA BARKER TEA	164			
Special Event Income	41800	5,000.00	0.00	5,000.00
Special Event Expenses	70100	0.00	(5,096.34)	(5,096.34)
<b>Total COETA BARKER TEA</b>		<b>5,000.00</b>	<b>(5,096.34)</b>	<b>(96.34)</b>
One Enchanted Evening V	167			
Special Event Income	41800	150,610.73	0.00	150,610.73
Special Event Expenses	70100	0.00	(64,665.91)	(64,665.91)
<b>Total One Enchanted Evening V</b>		<b>150,610.73</b>	<b>(64,665.91)</b>	<b>85,944.82</b>
OTHER	173			
Special Event Income	41800	1,568.00	0.00	1,568.00
Special Event Expenses	70100	0.00	(17.80)	(17.80)
<b>Total OTHER</b>		<b>1,568.00</b>	<b>(17.80)</b>	<b>1,550.20</b>
Rita Rudner	178			
Special Event Income	41800	184,955.09	0.00	184,955.09
Special Event Expenses	70100	0.00	(94,721.24)	(94,721.24)
<b>Total Rita Rudner</b>		<b>184,955.09</b>	<b>(94,721.24)</b>	<b>90,233.85</b>
Lt. Dan Band	180			
Special Event Income	41800	125,284.72	0.00	125,284.72
Special Event Expenses	70100	0.00	(86,581.07)	(86,581.07)
Refunds	70105	0.00	(4,070.00)	(4,070.00)
<b>Total Lt. Dan Band</b>		<b>125,284.72</b>	<b>(90,651.07)</b>	<b>34,633.65</b>
Chili Cook Off	181			
Special Event Income	41800	100,965.00	0.00	100,965.00
Special Event Expenses	70100	0.00	(27,488.15)	(27,488.15)
<b>Total Chili Cook Off</b>		<b>100,965.00</b>	<b>(27,488.15)</b>	<b>73,476.85</b>
Kick Off Event	182			
Special Event Expenses	70100	0.00	(14,261.31)	(14,261.31)
<b>Total Kick Off Event</b>		<b>0.00</b>	<b>(14,261.31)</b>	<b>(14,261.31)</b>

**COLLEGE OF THE DESERT FOUNDATION  
SPECIAL EVENTS  
FOR YEAR ENDED ENDED JUNE 30, 2012 (AUDIT DRAFT)**

		Revenues	Expenditures	Total
Street Fair Tote Bags	183			
Special Event Income	41800	5,385.28	0.00	5,385.28
Special Event Expenses	70100	0.00	(5,037.31)	(5,037.31)
<b>Total Street Fair Tote Bags</b>		<b>5,385.28</b>	<b>(5,037.31)</b>	<b>347.97</b>
Wealth Management events	184			
Special Event Expenses	70100	0.00	(2,393.95)	(2,393.95)
<b>Total Wealth Management events</b>		<b>0.00</b>	<b>(2,393.95)</b>	<b>(2,393.95)</b>
La Dolce Vita Cruise	185			
Special Event Expenses	70100	0.00	(522.58)	(522.58)
<b>Total La Dolce Vita Cruise</b>		<b>0.00</b>	<b>(522.58)</b>	<b>(522.58)</b>
Faith and Begorra Event	186			
Special Event Income	41800	37,780.00	0.00	37,780.00
Special Event Expenses	70100	0.00	(46,471.88)	(46,471.88)
Refunds	70105	0.00	(150.00)	(150.00)
<b>Total Faith and Begorra Event</b>		<b>37,780.00</b>	<b>(46,621.88)</b>	<b>(8,841.88)</b>
MINI CAMPAIGNS	187			
Special Event Income	41800	1,167.35	0.00	1,167.35
Special Event Expenses	70100	0.00	(3,521.61)	(3,521.61)
<b>Total MINI CAMPAIGNS</b>		<b>1,167.35</b>	<b>(3,521.61)</b>	<b>(2,354.26)</b>
<b>TOTAL PER JUNE FINANCIAL STATEMENTS</b>		<b>627,302.17</b>	<b>(363,991.62)</b>	<b>263,310.55</b>





**COLLEGE OF THE DESERT FOUNDATION  
EVENT, INDEPENDENT AND MARKETING  
CONTRACTS (AUDIT DRAFT)**

**June 30, 2012**

**COLLEGE OF THE DESERT FOUNDATION  
EVENT CONTRACTS  
FOR YEAR ENDED JUNE 30, 2012 (AUDIT DRAFT)**

	Contract Amount	PAID AS OF 6/30/12	AMOUNT O/S	Due date
<b>Auxiliary Chili Cook Off I</b>				
Northwest Benefit Auctions	2,500.00	2,770.40	-	
MiraMonte Resort	13,253.25	20,502.24	-	
<b>Total Auxiliary Cook Off I</b>	<b>15,753.25</b>	<b>23,272.64</b>	<b>-</b>	
<b>Auxiliary Chili Cook Off II</b>				
MiraMonte Resort	13,253.25	5,000.00	8,253.25	JULY 2/OCTOBER 2
<b>Total Auxiliary Cook Off II</b>	<b>13,253.25</b>	<b>5,000.00</b>	<b>8,253.25</b>	
<b>Auxiliary Events</b>				
Renaissance Esmeralda Morningside	1,900.00	3,172.00	-	
	4,288.80	4,288.80	-	
<b>Total Auxiliary Events</b>	<b>6,188.80</b>	<b>7,460.80</b>	<b>-</b>	
<b>Kick off Event</b>				
He's My Brother She's My Sister	3,500.00	3,500.00	-	
Aqua Pazza Catering	2,500.00	4,055.65	-	
<b>Total Kick off Event</b>	<b>6,000.00</b>	<b>7,555.65</b>	<b>-</b>	
<b>Rita Rudner</b>				
ICM - Rita Rudner	22,500.00	22,500.00	-	
Jennifer Guzzardi	12,000.00	12,000.00	-	
O'Bayley Communications	7,980.00	8,050.77	-	
<b>Total Rita Rudner</b>	<b>42,480.00</b>	<b>42,550.77</b>	<b>-</b>	
<b>Faith and Begorra</b>				
Renaissance Esmeralda Resort	9,700.00	20,515.00	-	
Captain Cardiac and the Coronaric	3,600.00	3,600.00	-	
<b>Total Faith and Begorra</b>	<b>13,300.00</b>	<b>24,115.00</b>	<b>-</b>	
<b>One Enchanted Evening V</b>				
Live It Up Song & Dance	27,000.00	27,000.00	-	
O'Bayley Communications	7,980.00	7,980.00	-	
<b>Total OEEV</b>	<b>34,980.00</b>	<b>34,980.00</b>	<b>-</b>	
<b>Gary Sinise/Lt. Dan Band</b>				
The Agency	35,000.00	-	-	
Renaissance Palm Springs Hotel	2,765.70	-	-	
O'Bayley Communications	7,860.00	7,240.00	-	
<b>Total Gary Sinise/Lt. Dan Band</b>	<b>35,000.00</b>	<b>-</b>	<b>-</b>	
<b>Total Event Contracts</b>	<b>153,702.05</b>	<b>139,934.86</b>	<b>-</b>	

**COLLEGE OF THE DESERT FOUNDATION  
INDEPENDENT CONTRACTORS  
FOR YEAR ENDED JUNE 30, 2012 (AUDIT DRAFT)**

	<b>Contract Amount</b>	<b>PAID AS OF 6/30/12</b>	<b>AMOUNT O/S</b>
Kristine Gula	24,000.00	25,810.00	(1,810.00) Donor Perfect Consultant
Peter Sturgeon	31,000.00	36,000.00	(5,000.00) Addl \$29,000 paid by Title V
- business circle program			
- wealth manager workshops			
- country club presentations			
- campus tours			
<b>Total Independent Contracts</b>	<b>55,000.00</b>	<b>61,810.00</b>	<b>(6,810.00)</b>



**Finance Committee Meeting  
Thursday, August 23, 2012 - 3:30 p.m.  
COD Foundation Board Room**

**MINUTES**

Members Present

Brian Holcombe, Diane Denkler, Peter Solomon

Staff/Guests

Joanne Padgham, Jim Hummer, Kippy Laflame

Call to Order

Chair Brian Holcombe called the meeting to order at 3:35 p.m.

The unaudited year-end financials were reviewed. Meaningful ways to present the financials to the board were discussed. It was suggested that perhaps the Foundation should give a "How to read financial statements" or have a quarterly summary.

Jim Hummer reviewed the McCallum budget for the February 2013 event with the committee and updated them on the support promised so far. From Wells Fargo, \$50K as well as \$25K from each of the chairs, Diane Gershowitz and JoAnn McGrath. Jim is projecting a total of \$230K in sponsorships for the event with a conservative Net Profit projected at \$203K.

Jim Hummer reviewed the Amended Foundation Budget. He explained the differences between the approved figure of \$1,129,950 and the amended figure of \$1,360,950. The latter figure is Jim's internal target for the year. The extra projected \$200K will come from a Major Donor solicitation, Year-End campaign as well as President's Business Council memberships.

Events losses were discussed in particular the loss for the Faith N' Begorra event. Although there was an \$8,941.88 loss on the financials Jim explained that because Patrick McCarthy was honored at the event we received a \$50K scholarship from the McCarthy's. Donor recognition is invaluable. As well Carson Daly attended the event. Carson is involved in our Step Up for COD campaign because of the Patty Daly Caruso connection. It was suggested by the committee that we could do up a benefit evaluation of the events. Could perhaps be Development Report that could be an addendum to the event financials explaining what soft dollar credits were received from the event.

Adjournment: Meeting adjourned at 4:10 p.m.

**The next meeting will be October 25<sup>th</sup> at 3:30pm in the Foundation Board Room.**

Minutes taken by Kippy Laflame



## **Community College Funding, Budget Reductions, and College of the Desert August 31, 2012**

### **The Statewide Crisis**

First, some perspective on the size and impact of the California community college system. There are 112 community colleges in California. We are the nation's largest system of higher education, serving more than 2.4 million students right now, this year. 25% of community college students in the United States are attending a California community college. The California Community Colleges provide an affordable path to four-year degrees, as 55% of California State University graduates and nearly 30% of University of California graduates transferred from a community college.

The California Community Colleges is the largest workforce training provider in the state and plays an essential role in keeping California's economy competitive. Strong economic recovery depends on a highly-skilled workforce. A 2009 study from the Public Policy Institute of California found that California will face a shortage of one million educated workers by the year 2025. That's only 13 years away.

A record-high percentage of Californians (67%) say jobs and the economy are the most important issues facing the state today. With more than 2 million unemployed today in California alone, job seekers and workers must be able to navigate the rapidly changing demands of a global economy, quickly adapting to gain the skills required to compete for jobs. However, a great divide has emerged between the education and skills of the American workforce and the needs of the nation's employers. There's a mismatch between the skills employers want and the skills workers have.

A study this year by University of California researchers concluded that for every \$1 invested in public higher education, the state gets \$4.50 in return. (Graduates are qualified for higher level jobs, make a greater contribution to the economy and the gross domestic product, pay more in taxes, commit fewer crimes, use social services less, etc.)

### **Budget Impact**

The California Community College system budget has been cut by \$809 million, or 12%, since the 2008-09 fiscal year. These budget cuts have reduced access to higher education for hundreds of thousands of students and limited crucial services at a time when demand for community college education has soared due to high numbers of recent high school graduates, unemployed workers seeking retraining in the down economy, and veterans seeking the college education they earned through their service to our country. In spite of the growing demand, enrollment has decreased by more than 485,000 students or 17% over the last three years (that's more students than currently attend all 23 of the CSU campuses). With enrollment in the California community colleges decreasing by nearly a half million students in three years, we are going in the WRONG direction.

### **How California Community Colleges Have Responded**

#### **Making Difficult Decisions**

Across the state of California, community colleges are responding to the crisis in these ways:

- 70% are reducing enrollment
- 70% are offering fewer course sections
- 80% have waitlists for classes
- 87% have fewer staff
- 67% have longer student wait times for appointments
- 68% will reduce or eliminate services for students

#### Improving Efficiency

The community colleges have looked at every corner of the system to come up with efficiencies. Tactics implemented include debt restructuring, administrative consolidations, energy savings programs, IT efficiencies, increased class sizes, reduced student services programs, furloughs, additional online instruction, increased industry partnerships and transfer coordination with the UC and CSU, and course reductions. The system is exhausting all options to free up additional funds and many college reserves are low.

The California Community College system remains the most cost-effective system of education in California. While the state revenue needed to support one community college full-time student is slightly more than \$5,000 per year, that same student costs approximately \$7,500 in the K-12 system, \$11,000 in the Cal State system, and \$20,000 in the UC system.

#### **Proposition 30**

If Proposition 30 passes, the system will receive \$210 million in additional funds in 2012-13. This would allow the system to make room for an additional 20,000 students.

If it fails, colleges will be cut by an additional \$338 million in the middle of the academic year, which translates into 180,000 fewer students being served.

#### **COD Budget Impact**

College of the Desert has experienced a reduction in funding of \$5 million over the last three years. The college has been forced to make difficult decisions and to seek efficiencies to remain solvent in response to the reduction in funding.

#### **How We Have Responded**

##### Making Difficult Decisions

This fall semester, COD reduced the number of course offerings by 13 classes as compared to last fall. As a result of fewer classes, enrollment is down 3.8% as of August 31.

Here's a list of other ways College of the Desert has trimmed its budget already:

- Employees have given up annual pay increases
- Resigned/Retired positions remain unfilled
- Employees have opted for furlough days
- Employees are paying more for health benefits



The college has used some of its financial reserves  
 Eliminated "Winter Session" month of January  
 Offered 6.3% fewer course sections than last year  
 Student fees have increased by 130% since the 2008-09 fiscal year  
 No longer offers assessment testing off-campus  
 Fewer counselors to provide guidance to students  
 Reduced number of visits to local high schools

#### Improving Efficiency

During the summer of 2011 and into the fall, COD assembled Think Tank groups comprised of representatives for all stakeholders on campus, including students, to comb through all expenditures and develop proposals for the Board of Trustees. Their purpose was to preserve courses, student services, and jobs as much as possible. A final report was presented to the Board of Trustees in March 2012.

COD is in the midst of implementing a \$346.5 million bond measure to update the 50-year-old campus and, where possible, using bond dollars to create more efficient infrastructure on the campus, including installation of photo-voltaic solar collectors (saves energy cost) and information technology upgrades that lead to reduced energy usage and more efficient computer services to the campus and its students.

Class size will not increase this year. The size of our classes is already at its maximum. Some labs, for example, cannot accept any additional students for safety reasons. Average class size is 30 students.

Of the 974 classes we have, they are 98% full – a remarkable percentage. The college is also experiencing fewer students dropping classes part way through the semester. Once they get a seat in a class, students tend to stay enrolled.

#### **COD - Proposition 30**

If Proposition 30 does not pass, College of the Desert will have to reduce the number of course sections, reduce/renege employee compensation, use reserves, and possibly borrow.

The failure of Proposition 30 would mean an additional cut to College of the Desert of \$2,361,524 this year! The college is fiscally conscientious and has anticipated this funding reduction in its current budget. In other words, in our budget planning for this year, we have been fiscally conservative and assumed the ballot initiative will fail. Should it pass, we will be eligible in theory for \$2,361,524 more than we have budgeted.

If Proposition 30 passes, College of the Desert would be able to offer more classes in the Spring 2013 semester than is currently planned.

#### **Proposition 30 vs. Proposition 38**

Only Prop. 30 spares the community colleges from mid-year cuts.

If Prop. 30 and Prop. 38 each receive more than 50% of the votes, the measure with more votes prevails. If Prop. 38 prevails, the community colleges will not receive additional funding AND mid-year cuts will be imposed.

\* \* \* \* \*

## **Newsletter September 6, 2012**

### **Proposition 30:**

Why doesn't College of the Desert open more classes to allow all the students on waiting lists into the courses they need?

If you are asking this question, keep reading. Although most people's eyes glaze over at the mention of budgets and legislative funding, there really is a connection between the decisions our legislators make in Sacramento and these issues at College of the Desert.

### **California Community Colleges**

First some background to put all this into perspective. Do you know the California Community College system is the largest institution of higher education in the country, 112 campuses, with more than 2.4 million students? Community colleges are the largest workforce training provider in the state by far. They also feed into our four-year universities significantly. Fifty-five percent of the graduates of the California State University system (23 campuses) started their college education at a community college. Thirty percent of the graduates of the University of California system (10 campuses) started at a community college. Unlike the universities, community colleges have an open-access policy. They have the most undiscriminating admission policy in higher education; if you want to learn, you can attend.

### **Community College Funding**

Moreover, the California Community College system is the most cost efficient. While the state revenue needed to support one full-time community college student is slightly more than \$5,000 per year, that same student costs approximately \$7,500 in the K-12 system, \$11,000 in the Cal State system, and \$20,000 in the UC system.

Unlike the universities, community colleges do not control their student enrollment, the fees they charge, or their operating budget. The California State Universities and the University of California campuses set their own student fees and can raise these fees to make up for budget shortages. For community colleges, the number of students served and the amount of fees charged to students are established by the State legislature, not the individual campuses.

### **Economic Recovery**

A record-high percentage of Californians (67%) say jobs and the economy are the most important issues facing the state today. California Community Colleges play an essential role in restoring California's economy because strong economic recovery depends on a highly-skilled workforce. Community colleges offer associate degrees and short-term job training certificates in more than 175 fields to meet the demands for a skilled workforce including 70% of the state's nurses, 80% of firefighters, law enforcement personnel, and emergency medical technicians. A 2009 study from the Public Policy Institute of California found that California will face a shortage of one million educated workers by the year 2025. That's only 13 years away.

Why, then, has the state cut the budget of the California Community Colleges by \$809 million, or 12%, since the 2008-2009 fiscal year? These budget cuts have led to reduced enrollment and limited crucial services at a time when demand for community college education has soared. It is estimated that the community college student population has

decreased by 485,000 students over these last three years due to budget cuts. That's more students than currently attend all 23 of the CSU campuses! When the state needs to increase its skilled workforce, we're headed in the wrong direction.

### **Proposition 30 – Temporary Taxes to Fund Education**

The facts above explain the reason for the Governor's initiative on this November's ballot. Proposition 30 benefits the K-12 and community college systems, but College of the Desert's portion has been calculated. Keep in mind, College of the Desert's budget has been cut \$5 million over the last three years already.

If proposition 30 fails, College of the Desert's budget would be cut by \$2,361,524 THIS YEAR. The college's fiscal year began July 1, so its budget for this year conservatively assumed that the ballot measure would fail. In other words, we have already absorbed this reduction in this year's budget, but the failure of the ballot measure would mean ongoing cuts in the coming years and the college would have to further reduce the number of course sections, reduce/renege employee compensation, use reserves, and possibly borrow in the years to come.

If Proposition 30 passes, College of the Desert will realize the additional funding this year of \$2,361,524 and would be able to offer more classes in the Spring 2013 semester than is currently planned. Passage would affect COD positively this academic year and the years ahead. Here is a link to the Legislative Analyst's summary of [Proposition 30](#).

It is important that voters (you ARE registered to vote, right?) understand the benefits to schools and public safety of this temporary increase in sales taxes (0.25%) and in the marginal income tax rates for individuals making over \$250,000. The measure needs a simple majority of voters, and currently is polling 52-56% in favor. So where does the money come from?

Specifically, Proposition 30:

- Raises the state's sales tax by 0.25% (one-quarter cent) from January 1, 2013 to December 31, 2016.
- Raises marginal personal income tax rates on filers making over \$250,000 (joint filers earning \$500,000) in a progressive manner by 1% to 3% for tax years 2012 through 2018.

Revenue estimate (in millions):

- 2011-12: \$2,816
- 2012-13: \$4,872
- 2013-14: \$5,671
- 2014-15: \$6,098
- 2015-16: \$6,402
- 2016-17: \$5,977
- 2017-18: \$5,434
- 2018-19: \$2,216

All of the California community colleges have implemented significant cost saving measures and creatively developed efficiencies to withstand the budget cuts, but they cannot continue on the same trajectory without negatively impacting the future of the California economy. Proposition 30 is a step in the right direction.

END

Dear Board Members,

It is hard to believe, but the summer is almost at the end and I hope you are all ready for another exciting and busy season with the Foundation. I thought it may prove useful to update you on the summertime activities and tasks that have kept the Foundation personnel on track completing the tasks identified in the work program. With that said, here is a quick summary:

**1: Strategic Plan:** During the summer we have met with Rose Lester on numerous tasks including reviews of the draft Business Plan and analysis of the organization, and we are currently in the fourth rewrite of the document. The analysis includes the history of the organization, need for services, analysis of the resources, a financial analysis, and a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis. At this time we are in the process of developing a draft strategic 3 year plan. Of course, this is all subject to the participation of the Foundation Board at the Retreat scheduled in the Fall. By the way, after polling the Board and the November/December holidays the 3 day retreat is scheduled for:

**Board Retreat 2013 Dates: January 31<sup>st</sup>-----February 2<sup>nd</sup>**

- Thursday January 31<sup>st</sup>---5-8:30 Reception and dinner (significant other welcome)
- Friday February 1<sup>st</sup>---8:00-5:00 Board Retreat
- Saturday February 2<sup>nd</sup>---8:00-1:00 Board Retreat

Please mark your calendar for the time as the workshop will be very important to the future of the Foundation. We are exploring alternative locations for the retreat and will discuss with the Board in the coming months.

**2: Barry Manilow Tickets:** We have been quite successful in selling our tickets for the Barry Manilow shows in December. I still have great tickets for opening night December 11<sup>th</sup>, so if you have not acquired your tickets, please contact us ASAP. I ALSO HAVE TICKETS FOR Thursday night and Friday---VIP tickets.

**3: Stepping Out for COD:** On February 22<sup>nd</sup>, Bebe Neuwirth (formerly of Cheers---Lilith--- and star of the Adams Family on Broadway) and Brian Stokes Mitchell (star of Porgy and Bess on Broadway) will take the stage in "Stepping Out for COD". Diane Gershowitz and JoAnn McGrath have taken on the task of being co-chairs of the annual event, and have graciously donated \$25,000 each to the event. At this time, Wells Fargo has verbally committed to be the Presenting Sponsor with a \$50,000 donation. The staff is now working with Tim O'Bayley and Associates developing sponsorship packages, and working with Kay Hazen on the marketing material for the advertising.

**4: Veterans Resource Center:** You are all invited to the ribbon cutting ceremony on **November 8<sup>th</sup> at the new Bighorn Golf club Charities Veterans Resource Center in the Cravens Building.** As you know R.D. Hubbard and Bighorn Golf club Charities donated \$150,000 to make the center a reality. This will be an opportunity to honor the over 500 veteran students attending COD and see the great resource center for all of them.

The staff continues to meet with Desert Health Care District on a grant for a mental Health Specialist to fulfill the needs of the returning veterans from Iraq and Afghanistan. We are continuing to see a multi-year grant to fund a mental health specialist for the center.

**5: President's Circle:** I would hope that all of you would calendar **November 14<sup>th</sup> for a VIP Reception "Meet the New President" at Heather James.** In conjunction with Jim Carona of Heather James, we will be featuring COD students and also providing an opportunity for our President Circle members to meet Dr. Joel Kinnamon. I would suggest that every board member invite someone who may be a candidate for membership in President's Circle to the event. In the coming weeks you will receive the President's Circle announcement letter which includes the annual calendar of events for members---trust me, it will keep all the members busy. With the assistance of Marcia Stein and Annette Novak, President Circle in home events will be conducted on a monthly basis starting in January.

**6: President's Business Council:** Peter Sturgeon has taken the lead on the development of the President's Business Council. To date he has identified 140 potential contacts which have been broken down into categories: Construction, Agriculture, Hospitality, Financial, Automotive, General Industry, Healthcare, Legal/Accounting, and media. To date we have achieved 8 new members with a target of 20 this formative year. This is a project that we can use some assistance and contacts from Board members.

**7: Planned Giving Program:** During the summer, we have started on re-establishing a formalized Planned Giving program at the Foundation. The major emphasis has been to identify and contact potential members of a "Technical-Advisory Planned Giving Committee". The members are to be in the Planned Giving profession—attorneys, wealth managers, CPA's, trust advisors, etc. At present there are 8 volunteers that have come forward to assist the staff in developing the program.

**8: Scholarships:** During the past few months, the staff has completed just over \$100,000 in new scholarships.

**9: Barbara Sinatra Children's Center:** Diane Gershowitz asked the staff to partner with the Sinatra Center to build a Healing Garden for the children at the center. Jeff Place and Peter Sturgeon have assisted the center to make the construction of the healing garden a reality.

**10: Desert Classis Charities:** At present, the staff is completing an application to become a recipient charity for the Humana Challenge. The submission deadline is November 15<sup>th</sup>.

**11: Grants Handbook:** As part of the Title V Grant and work program, the staff headed by Pam Hunter, has developed a grants portal and grants handbook for the College of the Desert. She also has inventoried all the grants currently in the application process by various departments of the College---this being the first such inventory for the College. The next step in the process is to develop an overall strategic process for application of grants.

**12: The list of 120,000 former COD students:** In an ongoing effort to do community outreach, the staff is exploring alternative means to reach the 120,000 former students---80% of which live in the Valley. We will be presenting a summary of our findings and recommendations at an upcoming board meeting.

**13: Marketing Plan for this next year:** As the Board has approved \$150,000 in marketing for the upcoming year, Kay Hazen and the staff has been working on an approach to the marketing to continue the "Step Up for COD" campaign. We are now moving the campaign from an awareness campaign to an "Awareness and ASK" campaign. The final details will be forthcoming as we will be meeting with the President of the College to engage the college in the marketing approach. A very important component of the plan is you, the board member. Please let me know who is interested in participating on our Marketing Task Force 2012-2013.

**14: Board Manual/Internal Policy Manual:** We will have an updated board manual for all of you in the coming month. Also the staff has been reviewing and updating all internal operating policies in the Foundation operations manual.

**15: Audit:** The auditors are just about completed with the audit, and Joanne may be able to join the living soon. At this point, subject to finalization, it appears that the audit will, once again, demonstrate that the finances are in order here at the Foundation.



### Barry Manilow Ticket Summary

[illegible]

	Number of Seats	Price	Gross Potential	Percentage Sold	Net Potential		
	188	\$125.00	\$ 23,500.00	80%	\$ 18,800.00		
	595	\$85.00	\$ 50,575.00	80%	\$ 40,460.00		
	146	\$65.00	\$ 9,490.00	80%	\$ 7,592.00		
	198	\$55.00	\$ 10,890.00	80%	\$ 8,712.00		
	1127		\$ 94,455.00	902	\$ 75,564.00	ticket sales	
					\$255,000.00	sponsorships listed	
				<u>Est. revenue</u>	<u>\$ 330,564.00</u>		
Mr Brian	\$30,000				\$ 30,000.00		
Mr Bebe	\$30,000				\$ 30,000.00		
					\$ -		
Stage Rental	\$2,500				\$ 2,500.00		
Lighting	\$3,500				\$ 3,500.00		
Sound Station	N/A				\$ -		
Production Charges	\$3,000				\$ 3,000.00		
Transporting	\$5,000				\$ 5,000.00		
Advertising	\$10,000				\$ 10,000.00		
Simultaneous	\$5,000				\$ 5,000.00		
Contract	\$8,500				\$8,500.00		
Bighorn	\$18,000				\$ 18,000.00		
				<b>Total Expenses</b>	<b>\$ 115,500.00</b>		
<b>Net</b>	<b>Break Even</b>	<b>Net Potential</b>	<b>Profit/(Loss)</b>				
	\$ 115,500.00			Pot. Net	<u>\$ 215,064.00</u>		x's 30%



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Los Angeles, CA 90067  
(310) 560-4000

Agreement made this 27th day of July 2012 between BEATRICE NEUWIRTH (SSN: 141-56-3468), hereafter referred to as 'Artist', and COLLEGE OF THE DESERT FOUNDATION, hereafter referred to as 'Purchaser'.

It is mutually agreed between the parties as follows:

The purchaser hereby engages the ARTIST and the ARTIST hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions herein set forth, including those attached hereto and made a part hereof entitled 'Additional Terms and Conditions'.

## 1. Artist: BEATRICE NEUWIRTH

Date	Time	Location
Thu 21-Feb-2013	08:00 PM	MCCALLUM THEATRE FOR PERFORMING ARTS/ 73000 Fred Waring Drive, Palm Desert, CA, 92260, Telephone: 760-340-2787

Show# per night: 1

## 2. Compensation Details:

Compensation Term:

\$30,000.00 Flat Fee.

Itemized Compensation  
Guarantee

Amount

\$30,000.00

## 3. Payment Schedule:

All payments shall be paid by wire transfer, certified check, university check, money order, bank draft, or cash as follows:

- I. Deposit of \$16,000.00 shall be paid by COLLEGE OF THE DESERT FOUNDATION to and in the name of International Creative Management, Inc. (EIN: 133187509) located at 10250 Constellation Boulevard Los Angeles, CA 90067 (ATTN: Cash Room - Concerts)  
Due Date: 21-Jan-2013 In the form of: Guarantee Check
- II. Balance Of Payment of \$16,000.00 shall be paid by COLLEGE OF THE DESERT FOUNDATION to and in the name of BEATRICE NEUWIRTH (SSN: 141-56-3468)  
Due Date: 21-Feb-2013 In the form of: Guarantee Check  
Payment Term: \$16,000.00 BALANCE DUE IMMEDIATELY FOLLOWING FINAL PERFORMANCE.

PURCHASER shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full without any deductions whatsoever. Overages, if any, shall be paid to the Artist at settlement on evening of performance.

## 4. Scale of Admissions:

Performance 1: Thursday, 21-Feb-2013						
Ticket Type	# of Tickets	Price/Ticket	Gross by Type	Less Comp	Less Refs	Total by Type
Reserved 1	209	\$150.00	\$31,350.00	0	0	\$31,350.00
Reserved 2	457	\$25.00	\$11,425.00	0	0	\$11,425.00
Reserved 3	109	\$25.00	\$2,725.00	0	0	\$2,725.00
Reserved 4	193	\$25.00	\$4,825.00	0	0	\$4,825.00
Gross Performance Box Office			\$49,325.00	Less Comp & Refs		\$49,325.00
			Net Performance Box Office			\$49,325.00



TOTALS for 1 Performance:

Total Gross Potential: \$ 111,270.00

Total Net Potential: \$ 111,270.00

#### 6. Performance Details:

<i>Performance 7 -</i>	<i>Thursday, 27-Feb-2013</i>
<b>BILLING</b>	100% Co-Headline Billing with Brian Stokes Mitchell
<b>Event Capacity</b>	1,127
<b>Sound/Light/Information</b>	House sound and lights to Artist's specifications
<b>Show Begins</b>	8:00 pm
<b>Show Length</b>	90 Minutes
<b>Event Contact</b>	Mich Gashenfeld - 760-948-8505, Cell: 110110 Gashenfeld@mozartum-theatre.org
<b>Advanced Production Tech</b>	Kath Smith - 760-948-8505, Cell: 204

Total Capacity: 1,127

#### 8. Additional Clauses / Conditions:

**LINE UP**- Brian Stokes Mitchell to close show. He will be performing w/ his band from 3-5 pieces. It is requested that both Artists perform at least one song together.

**EVENT DETAILS**- This engagement is the College of the Desert Foundation fundraising event.

This is a "secured nation's" deal.

**MEET & GREET**- Purchaser requires Artist participation in artist's Meet & Greet, on site, following the engagement.

**BACKLINE**- Purchaser to provide and pay for backline equipment, per Artist rider.

**COMPLIMENTARY TICKETS**- Purchaser to provide Artist with ten (10) complimentary tickets.

**GROUND TRANSPORTATION**- Artist is responsible for local ground transportation.

**HOTEL ACCOMMODATIONS**- Purchaser to provide and pay for one (1) suite and one (1) single room for the nights of 2/20-21/13.

**AIRFARE**- Artist is responsible for airfare.

**HOSPITALITY**- Purchaser to provide and pay for hospitality, not to exceed \$1,000.00. Venue does not provide alcoholic beverages.

**MERCHANDISE DEAL**- 50/50- Artist's risk.

**RADIO CLAUSE**- There is to be no other public or private play within fifty (50) miles from September 1, 2012 until sixty (60) days after the performance date. Venues include: Agave Center, Fantasy Springs, Spotlight 29 and Morongo Casino.

**CONTINGENCY**- If Brian Stokes Mitchell cancels, Artist requires approval of replacement.

BEATRICE NEUWIRTH (SSN: 141-563468)

BY \_\_\_\_\_

BEATRICE NEUWIRTH  
International Creative Management, Inc.  
10250 Constellation Boulevard  
Los Angeles, CA 90067  
Tel: (310) 550-4000

COLLEGE OF THE DESERT FOUNDATION

BY \_\_\_\_\_

JAMES HUMMER  
Foundation Executive Director  
43500 Monterey Avenue  
Palm Desert, CA 92260  
Office: 760-862-1324

All copies of this contract and attached riders are to be signed and returned AT ONCE to International Creative Management, Inc. as Agent for the Artists. THE ABOVE SIGNATURES CONFIRM THAT THE PARTIES HAVE READ AND APPROVED EACH AND ALL OF THE "ADDITIONAL TERMS AND CONDITIONS" SET FORTH ATTACHED HERETO AND MADE PART HEREOF, AND OF ANY RIDER, EXPENSE SHEET OR ADDENDUM WHICH MAY BE ANNEXED HERETO.

PLEASE SIGN EACH COPY OF THE CONTRACT INDIVIDUALLY

© International Creative Management, Inc.

## ADDITIONAL TERMS AND CONDITIONS

The purchaser hereby acknowledges that the following additional terms and conditions are incorporated in and made a part of the Agreement between the purchaser and:

7. Purchaser agrees to furnish at its own expense all that is necessary for the proper presentation of the entertainment presentation at performances, and if required by ARTIST at rehearsals hereinafter, (including a suitable theatre, hall or auditorium, well heated, lighted, and in good order, stage curtains, properly lined grand piano(s) and public address system in perfect working condition including microphone(s) in number and quality required by ARTIST and comfortable, lighted dressing rooms; all stagehands, stage carpenters, electricians, electrical operators and any other labor as shall be necessary and/or required by any national or local union(s) to take in, hang, work and take out the entertainment presentation (including scenery, properties, and baggage); all lights, ladders, house programs, all licenses (including musical performing rights licenses); special police, ushers, ticket sellers for advance or single sales (wherever sales take place), ticket takers; appropriate and sufficient advertising and publicity including but not limited to billposting, mailing and distribution of drovers, display newspaper advertising in the principal newspapers and PURCHASER shall pay all other necessary expenses in connection therewith. PURCHASER agrees to pay all amusement taxes. PURCHASER agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by PURCHASER and by ARTIST. PURCHASER agrees to furnish all necessary material and equipment and to comply with ARTIST's directions to arrange the stage decor and settings for the performance hereunder. In addition to those musicians, if any, to be furnished by either ARTIST or PURCHASER pursuant to any other provision hereof, PURCHASER agrees to furnish at its sole expense such musicians, (including musical contractor, as may be required by any national or local union(s) for and in connection with this engagement and rehearsals hereinafter; ARTIST shall have the right to name the local music contractor and to approve the choice of musicians hired locally.

8. ARTIST shall have the sole and exclusive control over the production, presentation, and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performances of the performing artists hereunder, and ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel. ARTIST's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, an official or de facto state of war, Act of God, riots, strikes, labor difficulties, epidemics, any action or order of public authority or any other cause, similar or dissimilar, beyond ARTIST's control.

9. If PURCHASER shall fail to perform any of PURCHASER'S obligations hereunder, or if PURCHASER shall, for any reason, cancel the above mentioned engagement, ARTIST or ARTIST'S agent may, at its option, elect to cancel this agreement upon notice to PURCHASER at any time after such default. If cancellation is so elected, ARTIST, at its option, may elect to exercise all remedies then available at law, or retain and/or be paid as liquidated damages those monies required to be paid as deposit pursuant to paragraph 2 of this agreement. The parties to this agreement understand and agree that the foregoing liquidated damages provision is not a penalty and constitutes a fair and reasonable measure of the damages to be suffered by ARTIST, which would otherwise be difficult if not impossible to ascertain.

10. ARTIST and PURCHASER have, unless otherwise modified by rider here to, agree to the type, size, use and quality of the public address system to be furnished by PURCHASER pursuant to paragraph 7 of Additional Terms and Conditions. PURCHASER understands and agrees that ARTIST or ARTIST'S representative, in his sole discretion, may terminate this agreement without liability of any kind, at any time prior to or during the actual performance of the subtitled entertainment presentation should said public address system not be the quality or type agreed to or should said public address system be otherwise than in perfect working condition. However, should termination take place hereunder, PURCHASER shall be liable and pay to ARTIST the full price agreed to on the reverse side hereof.

11. Purchaser shall not have the right to broadcast or televise, photograph or otherwise reproduce the performance hereunder, or any part thereof. PURCHASER agrees that no performers other than those to be furnished by ARTIST hereunder will appear on or in connection with the engagement hereunder. PURCHASER shall not have the right to assign this agreement, or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as partners, joint venture, or that ARTIST shall be liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

12. The entertainment presentation to be furnished by ARTIST hereunder shall receive billing in such order, form, size and prominence as directed by ARTIST in all advertising and publicity issued by or under control of the PURCHASER.

13. PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of ARTIST. Free admission, if any (except to local press), shall be subject to ARTIST'S prior written approval. In the event that payment to ARTIST shall be based in whole or in part on receipts of the performance(s) hereunder: (a) the scale of the ticket prices must be submitted to and approved by ARTIST in writing before tickets are ordered or placed on sale; (b) PURCHASER agrees to deliver to ARTIST a certified statement of gross receipts of each such performance within two hours following such performance; and (c) ARTIST shall have the right to have a representative present in the box office at all times and such representative shall have the right to examine and make extracts from box office records of PURCHASER relating to gross receipts of this engagement only. In the further event that payment to ARTIST provides for expenses of the subtitled engagement to be borne, in whole or in part, by ARTIST, then PURCHASER shall verify by paid receipt, cancelled check or similar documents all such expenses or they shall not be included as expenses of the subtitled engagement.

14. If before the date of any scheduled performance it is found the PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement. In the event that PURCHASER does not perform fully all of its obligations herein, ARTIST shall have the option to perform or refuse to perform hereunder and in either event PURCHASER shall be liable to ARTIST for damages in addition to the compensation provided herein.

15. This constitutes the sole, complete and binding agreement between the parties hereto. INTERNATIONAL CREATIVE MANAGEMENT INC. acts only as agent for ARTIST and assumes no liability hereunder.

16. ARTIST shall have the sole and exclusive right, but not the obligation, to sell souvenir programs and other souvenir items including phonograph records in connection with, and at, the performance(s) hereunder and the receipts therefrom shall belong exclusively to ARTIST.

17. This Agreement may not be changed, modified, or altered except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of New York. Nothing in this agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild or similar body having jurisdiction over the performance hereunder or any element hereof and whenever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation shall prevail and this Agreement shall be nullified, modified, or limited only to the extent necessary to eliminate such conflict.

18. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in New York, New York in

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accordance with the rules and regulations then obtaining of the American Arbitration Association governing three -member panels. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

19. If payments hereunder are to be made in the name of a payee other than International Creative Management, Inc. Purchaser will prepare all applicable Federal and State tax information returns including Federal form 1099-MISC, Federal form W-2, or Federal form 1042S.

# **BEBE NEUWIRTH**

## **PIANO/VOICE RIDER**

*August 18, 2011*

## PIANO/VOICE

*Rider*

THIS RIDER SHALL BE ATTACHED TO AND BECOME AN INTEGRAL PART OF THE CONTRACT DATED \_\_\_\_\_ BY AND BETWEEN BEBE NEUWIRTH, CONTRACTED THROUGH ICM HEREINAFTER CALLED "ARTIST," AND \_\_\_\_\_, HEREINAFTER CALLED "LOCAL MANAGER", FOR A PERFORMANCE ON \_\_\_\_\_

1. ARTIST shall receive 100% top billing in any and all publicity releases and paid advertising, including, but not limited to, programs, flyers, lobby boards and marquees.

Title of show is:

Bebe Neuwirth  
Stories with Piano

PLEASE NOTE: This show will run without an intermission.

2. **CANCELLATION:** PURCHASER agrees that ARTIST may postpone and/or cancel this engagement by giving the PURCHASER written notice at least (30) thirty days prior to the commencement date of the engagement, provided ARTIST is called upon to furnish her services in connection with either television, theatrical motion picture(s), phonograph recording(s), legitimate play(s), or foreign concert tour(s); or if the engagement hereunder might conflict therewith; or due to force majeure.

In the event that actual or threatened civil disorder or the threat of physical violence jeopardizes the safety or property of ARTIST or any of her personnel, ARTIST may decline to perform under this contract without liability.

ARTIST shall not be required to perform or appear before any audience which is segregated on the basis of race, color, or creed, or where physical violence or injury of ARTIST is likely to occur, and ARTIST may decline to perform under such circumstances without liability.

3. No recording devices or cameras shall be permitted in the place of engagement unless specifically authorized in writing by ARTIST.
4. If the performance is scheduled at, or in, a place where food or beverages are served, no food or beverages shall be served during the ARTIST'S performance.
5. ARTIST shall have the sole exclusive control over the production, presentation and performance of this engagement hereunder, and ARTIST shall have the sole right to designate and change the performing personnel at any time.
6. **ACCOMMODATIONS.** LOCAL MANAGER is to provide and pay for a ONE-BEDROOM SUITE for ARTIST and 2 SINGLE ROOMS for the accompanying musicians. LOCAL MANAGER is to provide all accommodations at a first class hotel within a reasonable distance of the hall.

Specific transportation and accommodation arrangements must be discussed in detail with Tour Manager.

Linda Gabler (TOUR MANAGER) cell/office 917-816-6539  
[Lndgblb@gmail.com](mailto:Lndgblb@gmail.com)

None of the rooms to be occupied by ARTIST or her entourage shall be situated on the ground floor, and ARTIST'S suite shall be situated as far as possible from any street sounds or other noise sources (inner-court or rear of hotel generally preferred). ARTIST'S suite shall have a Holmes Cool Mist Humidifier, with a new, previously unused filter installed. ARTIST'S suite shall have black-out drapes or blinds that render the room fully dark. Where possible, ARTIST'S rooms shall have windows that can be opened.

7. AIRFARE. LOCAL MANAGER will pay for ONE (1) FIRST CLASS AIRLINE TICKETS and ONE (2) COACH AIRLINE TICKETS. ARTIST will purchase all other airline tickets.
8. GROUND TRANSPORTATION. LOCAL MANAGER will provide town car service for the sole use of ARTIST for between the airport, hotel and venue. LOCAL MANAGER is also to pay for ground transportation to, and from, ARTIST'S point of origin to point of departure.
9. LOCAL MUSICIANS. All local musicians, if utilized, must be approved by the ARTIST'S MUSIC DIRECTOR.

MUSICAL DIRECTOR: SCOTT CADY (646) 515-4543

10. COMPLIMENTARY TICKETS. Presenter shall have 10 tickets available for ARTIST, at no charge.
12. PRESS RELATIONS: ARTIST is willing, schedule permitting, to participate in publicity in order to promote this engagement.

PRESS CONTACT: Linda Gabler (TOUR MANAGER) cell/office 917-816-6539  
[Lndgblb@gmail.com](mailto:Lndgblb@gmail.com)

PURCHASER agrees that it will not, however, commit ARTIST to any personal appearances or other promotions of any kind without the express prior consent of ARTIST or her designated representative.

Only approved photographs and biographical material included with this agreement (or later provided by ARTIST) may be used. No other press material may be disseminated. All photographs, biographical material and press material, as outlined in this paragraph, must be pre-approved by ARTIST'S press representative.

13. RECORDING, FILMING, ETC.: No portion of the performance(s) rendered hereunder may be broadcast, photographed, recorded, filmed, taped, or embodied in any form for any purpose without the express prior written consent of ARTIST'S designated

representative. PURCHASER agrees that it will not authorize any such recording and it will prominently post signs to such effect at all entrances to the show as well as make an appropriate announcement to this effect prior to the commencement of ARTIST'S performance. PURCHASER will deny entrance to any persons (other than ARTIST'S designees) carrying audio, film, photographic, tape or video recording devices, without limiting in any way the generality of the foregoing prohibition. All photographers must be authorized by ARTIST'S Road Manager and shoot photographs with stage lighting only; no flash will be permitted.

In the event that ARTIST authorizes taping or filming of any or all of her performance(s) hereunder, it is agreed and understood that ARTIST retains the sole right of final approval of any and all such tape or film document(s) of ARTIST'S performance(s) hereunder, and that no such document(s) shall be broadcast without the express prior written consent of ARTIST or her designated representative.

#### **TECHNICAL REQUIREMENTS:**

As part of each contract, the following technical information is included to ensure the production needs of the ARTIST are considered prior to the final execution of any contract. Please take the time to review the information and notify us of any portion of the specifications that may be problematic. **Any changes to the items listed in this rider must be presented and approved by the ARTIST'S technical director no later than two weeks prior to the performance.**

1. REHEARSAL. ARTIST shall receive on-stage rehearsal for up to three hours duration on the opening day of the engagement. This rehearsal shall begin four and one-half (4 ½) hours before the hall is opened to the public. All sound and lighting equipment must be in place and operating at the start of this rehearsal.
2. STAGE. See attached stage plot for performance set-up.
3. BACKLINE RENTAL. LOCAL MANAGER will supply the following equipment:  
  
ONE 9' Steinway or Yamaha concert grand piano equipped with a piano light. The piano should be properly tuned on the day of the rehearsal and for all performances.
4. PIANO MUSIC STAND LIGHT AND STOOL. One black, tall stool with leg rests (foot bars).
5. ARTIST will require a glass and bottle of cold water, without ice, on-stage throughout the performance. Add'l stool or small black café table for water.
6. DRESSING ROOMS. LOCAL MANAGER to provide ARTIST with a minimum of TWO dressing rooms, at least one with private bathroom. These rooms shall be in close proximity to the stage. Dressing room must have a workable lock with key, a lighted dressing mirror, hot and cold running water, and two (2) working electrical outlets. A wardrobe steamer must be available, as well as iron and ironing board.

The ARTIST dressing room must additionally have a Holmes Cool Mist Humidifier, with a new, previously unused, filter installed, and a bathroom with sink, shower and toilet. The ARTIST dressing room shall also contain clean cotton bath towels.



8/18/11

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7. **BACKSTAGE HOSPITALITY.** The following items should be in place two hours prior to the performance.  
 Bottled spring water (anything but Evian)  
 One six-pack of Diet Coke  
 One six-pack of Club Soda  
 Electric Tea Kettle for hot water  
 Assorted tea bags, herbal decaf (Camomile preferred)  
 Honey  
 An adequate supply of ice, cups and napkins
8. **SOUND EQUIPMENT.** LOCAL MANAGER is to supply all equipment. If the performance is in the Tri-State area, we recommend hiring Dominic Sack of Sound Associates. He can be reached at (914) 963-3452.

Accessories:

2 Atlas MS-12C	Standard Round Base Mic stand
4 AKG KM201	Tripod Mic stand
3 AKG KM211	Black Boom Arm
1 Atlas DS-7	Desk Stands
1 windscreen for vocal mic	

Ampl:

2 Crown K2	Amplifier
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Console:

AT MINIMUM – Midas Venice 320	8 ch./2 or 3 monitor mixes /1 reverb send
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Microphone:

1 Shure Beta 87	Vocal Condenser Mic
1 Shure Beta 58	Dynamic Mic
2 Audio Technica or AKG 414	Large Diaphragm Condenser
1 Shure 565SD	Switched Announce Mic

Speakers:Small venue: -under 150 seats

4 Meyer UPA-1P or CQ-1	FOH Speakers – powered
3 EAW – SM200	Wedge Monitors

Large Venue: over 150 seats

4 Meyer UPA-1P or CQ-1	FOH Speakers – powered
2 UPA-1P	Delay Speakers (2-way powered)
3 EAW – SM200	Wedge Monitors
2 Meyer 650P Subwoofer Dual 18' powered	

Processing:

1 Yamaha SPX-900	Reverb unit
1 BSS DPR-402 Compressor	Compressor
1 XTA DP-200 or BSS-TCS804	Time Delay

Additional Items, as needed, per venue stock:

Black cotton trick line 100 yards

Neuwirth Piano/Voice Rider

3 rolls black gaffers tape 2" wide  
Board Tape  
3 cans Krylon flat black spray paint  
Batteries for flashlights and wireless transmitters  
All hardware and tools required to safely install the show

9. LIGHTING EQUIPMENT. Local Manager to supply 2 follow spots and operators.  
Cyclorama is ideal for this show; if available, please hang.
10. LOCAL TECHNICAL CONTACT: \_\_\_\_\_  
Telephone Numbers: \_\_\_\_\_ (day); \_\_\_\_\_ (evening)  
Email address: \_\_\_\_\_

**AGENCY CONTACT:**

ICM

Steve Levine

10250 Constellation Blvd. Los Angeles, CA 90067

310-550-4436 phone 310-248-4673 fax

[slevine@icmtalent.com](mailto:slevine@icmtalent.com)

Katharine Gaterby (Office of Steve Levine)

[kgaterby@icmtalent.com](mailto:kgaterby@icmtalent.com)

THIS CONTRACT RIDER MUST BE RETURNED WITH THE SIGNED CONTRACT TO ICM. THE LOCAL MANAGER'S TECHNICAL REPRESENTATIVE, WHO WILL BE RESPONSIBLE FOR THE IMPLEMENTATION OF THE COMPANY'S TECHNICAL REQUIREMENTS, MUST SIGN IN THE SPACE INDICATED BELOW.

UNDERSTOOD & AGREED:

UNDERSTOOD & AGREED:

\_\_\_\_\_  
LOCAL MANAGER

Date: \_\_\_\_\_

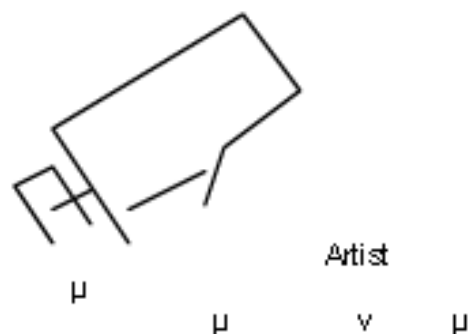
\_\_\_\_\_  
c/o ICM

Date: \_\_\_\_\_

\_\_\_\_\_  
LOCAL TECHNICAL DIRECTOR

Date: \_\_\_\_\_

## Performance with Piano



$\mu$  = monitors  
s = music stands  
v = vocal mic



360 PARK AVENUE SOUTH, 16<sup>TH</sup> FL., NEW YORK, NY 10010 PHONE: 212-897-6400 FAX: 212-764-8941

Jul 20, 2012

VIA EMAIL: [mgershenfeld@mccallum-theatre.org](mailto:mgershenfeld@mccallum-theatre.org)

Mitch Gershenfeld  
College of the Desert  
43-500 Monterey Avenue  
Palm Desert, CA 92260

Dear Mitch:

Enclosed is the contract covering the proposed engagement of:

BRIAN STOKES MITCHELL  
McCallum Theatre  
Palm Desert, California  
02/21/2013

Please sign or have the appropriate person sign all copies of the contract and rider and return them to me as soon as possible. The deposit of \$15,000.00 should be wire transferred to Paradigm's escrow account #112-414-606 at City National Bank, 400 N. Roxbury Dr, Beverly Hills, California, ABA#122016066.

When sending your wire please make reference to: venue, performance date(s) and BRIAN STOKES MITCHELL.

Sincerely,

Kevin Kastrup

enclosures

WWW.PARADIGMAGENCY.COM

BEVERLY HILLS

MONTEREY

NASHVILLE

NEW YORK

## Paradigm

404 West Franklin Street  
Monterey, California 93940  
Ph: 831-375-4889 Fax: 831-375-2622



ANY AND ALL RIDERS AND ARTIST ADDENDUMS  
ATTACHED HERETO ARE MADE A PART HEREOF  
ARTIST and ARTIST Corp. Information Located on Reverse Side

Made This Date: 07/20/2012

CONTRACT#: 105142

AGENT: Kevin Kastrup

Paradigm Acts Only As An Agent For ARTIST And Assumes No Liability Hereunder. THIS CONTRACT For The Personal Services Of ARTIST On The Engagement Described Below Is Made Between The Undersigned PURCHASER Of Music (Herein Called "PURCHASER") And The Undersigned COMPANY (Herein Called "ARTIST")

THIS CONTRACT For The Personal Services Of ARTIST On The Engagement Described Below Is Made Between The Undersigned PURCHASER Of Music (Herein Called "PURCHASER") And The Undersigned COMPANY (Herein Called "ARTIST")

ARTIST: BRIAN MITCHELL INC. f/s/o BRIAN STOKES MITCHELL

VENUE: McCallum Theatre

73000 Fred Waring Drive  
Palm Desert, California 92260

DATES: Thu. 02/21/2013

TIMES: #SHOWS: 1 (50 minute set)

DOORS-TBD ARTIST TIME-8:00 pm

CURFEN-N/A

AGES: ALL AGES

-----TICKET SCALING-----

363 @ \$150.00 = \$54,450.00

457 @ \$85.00 = \$38,845.00

109 @ \$65.00 = \$7,085.00

198 @ \$55.00 = \$10,890.00

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1,127 POTENTIAL: \$111,270.00

TAX#: 0.0000 (/) TAX AMT: \$ .00

NET: \$111,270.00

NOTES: RES.

VENUE PHONE: 760-340-2787

COMPENSATION: \$30,000.00 Guarantee plus Purchaser to provide and pay:

A) \$2,000.00 for air travel

B) \$500.00 for all local ground transportation

C) \$250.00 for rehearsal expenses

D) All Artist rider requirements, as specified and approved by Artist.

DEPOSIT: \$15,000.00 due by 01/22/2013 by wire transfer to our Paradigm escrow acct. #112-414-606

at City National Bank, Beverly Hills, CA. ABA#122016066/BALANCE to ARTIST, prior to performance on evening of show in cash, money order, or cashier's check, made payable to:

Brian Mitchell, Inc. FEDERAL ID/SS#: 95-3543471

\*\*Do NOT deduct wire fees from the deposit, instead add them as a show expense at settlement.

PRODUCTION: Purchaser to provide and pay for house sound and lights, approved by Artist.

PRODUCTION CONTACT: Keith Smith: 760-346-6505 x204; ksmith@mccallum-theatre.org

BOX OFFICE CONTACT: Sophia Perrone: 760-340-2787; sperrone@mccallum-theatre.org

BILLING: (in All media and marquee ARTIST to receive) 100% Co-Headline

BRIAN STOKES MITCHELL and BEBE NEUNIRTH/BRIAN STOKES MITCHELL to close show/

MERCH. DEAL: 80.0% Venue Sells

CD/DVD MERCH. TO ARTIST: 80.0%

COMP. TICKETS: BRIAN STOKES MITCHELL to receive (6) COMPS.

DO NOT ANNOUNCE without prior approval from Paradigm.

Artist's earnings subject to 7.0% State of CA withholding tax.

Rehearsal: TBD with Artist.

All music rental and shipping fees to be paid by Purchaser.

Artist rider is an integral part of this contract.

ARTIST RESERVES THE RIGHT TO UPDATE THEIR RIDER AT ANY TIME PRIOR TO PERFORMANCE. CONTRACT AND ATTACHED RIDER TO BE SIGNED AND IMMEDIATELY RETURNED TO PARADIGM, INC.

1. No performance on the engagement shall be provided if transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the ARTIST making it and permitting such recording, reproduction or transmission. This prohibition shall not be subject to any procedure of arbitration and the ARTIST may enforce this prohibition in any court of competent jurisdiction.

2. It is expressly understood by the PURCHASER and the ARTIST(s) who are parties to this contract that PARADIGM shall not be held liable for the performance or breach of any provision herein.

3. A representative of PARADIGM, or the ARTIST shall have access to the place of engagement covered by this contract for purposes of communicating with the musician(s) performing the engagement and the PURCHASER.

4. The agreement of the musician to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.

5. Provided ARTIST is ready, willing and able to perform, PURCHASER agrees to compensate ARTIST in accordance with the terms listed, in full, regardless of acts of God, fire, accident, riot, strike or any event(s) of any kind of character whatsoever.

6. PURCHASER's violation of or failure to perform or fulfill any of the terms, covenants, or conditions set forth in this agreement shall constitute a material breach, which shall entitle ARTIST not to appear or perform for any performance(s) of this engagement without any liability to ARTIST; and in such event, PURCHASER shall be obligated to ARTIST for the full amount of the compensation guaranteed to ARTIST. In addition to any and all other remedies for such breach which remedies shall be cumulative. Each term, covenant and condition, based in an essential condition precedent to ARTIST's obligation to perform, and any breach by PURCHASER shall entitle ARTIST to recover, without limitation, damages for any loss of good will and injury to ARTIST's reputation, all costs and disbursements of ARTIST in reliance upon this engagement and ARTIST's actual attorney's fees and costs in connection with any suit, arbitration or other proceeding whether or not reduced to final judgment or award, arising out of this contract or engagement or to enforce the terms hereof.

7. Anticipatory Breach Of Contract. It is expressly agreed that PARADIGM has the right, on behalf of the ARTIST, as attorney, to require payment in full prior to the date of the engagement(s) mentioned on the face of this contract. The PURCHASER(s) herein is/are hereby notified that any failure to comply with these provisions and make payments within the due date specified by Paradigm shall be considered anticipatory breach of contract and all deposits in possession of Paradigm shall be retained on behalf of and paid to ARTIST.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

College of the Desert

Signer: James Hummer

43-500 Monterey Avenue

Palm Desert, CA 92260

Contact: Mitch Gershenfeld 760-346-6505 x110 Phone: 212-864-9534

Email: mgershenfeld@mccallum-theatre.org

Brian Mitchell, Inc. f/s/o

Brian Stokes Mitchell

243 W 98th St. #5C

New York, NY 10025

X \_\_\_\_\_  
Signature of PURCHASER (or Agent thereof)

X \_\_\_\_\_  
Signature of Signatory ARTIST (or COMPANY thereof)

**ARTIST CORPORATION INFO.**  
\*\*\*\*\*

**ARTIST: BRIAN STOKES MITCHELL**

Brian Mitchell, Inc.  
243 W 98th St. #5C  
New York NY 10025

Federal ID. # or SS#: 95-3543471

Names of all musicians	Local union no.	SS# or SIN #	
-----	-----	-----	-----
Brian Stokes Mitchell		CALL	BAND LEADER

- PURCHASER agrees to furnish ARTIST at no cost to ARTIST all elements discussed on reverse side of this contract.
- PURCHASER shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full without any deductions whatsoever. PURCHASER will advise ARTIST, or ARTIST'S agent, promptly upon request of the admissions prices for the entertainment presentation.
- In the event the payment to ARTIST shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each performance within two (2) hours following such performance. ARTIST shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of this engagement only.
- PURCHASER agrees to furnish at its own expense on the date and at the time of the performance(s) above-mentioned, all that is necessary for the proper presentation of the entertainment presentation, including a suitable theatre, hall or auditorium, well-heated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and public address system in perfect working condition including microphone(s) in number and quality required by ARTIST, dressing rooms, all necessary electricians and stage hands; all lights, tickets, house programs, all licenses (including musical performing rights licenses, special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising and publicity, including but not limited to bill-posting, mailing and distributing of circulars, display newspaper advertising in the principal newspapers and PURCHASER shall pay all other necessary expenses in connection therewith. PURCHASER will pay all music royalties in connection with ARTIST'S use of music, and in addition, the costs of any musicians (including Contractor) other than those furnished by ARTIST as part of ARTIST'S regular company. PURCHASER agrees to pay all amusement taxes. PURCHASER shall comply with all regulations and requirements of any union or unions that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and ARTIST. PURCHASER agrees to comply promptly with ARTIST'S directions as to stage settings for the performances hereunder. If ARTIST so requires, PURCHASER will furnish at its own expense all necessary facilities, electricians, stagehands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel (including but not limited to any and all personnel, including musicians, as may be required by any national required for the proper presentation of the entertainment presentation hereunder, and any rehearsals therefore, except for those items and personnel which ARTIST herein specifically agrees to furnish.
- ARTIST shall have the sole exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to the details, means and methods of the performances of the performing ARTIST'S hereunder, and ARTIST shall have the sole right, as ARTIST may see fit to designate and change at any time the performing personnel other than the ARTIST(S) hereinafter specifically named.
- ARTIST'S obligations hereunder are subject to deflection or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control.
- The entertainment presentation to be furnished by ARTIST hereunder shall receive billing in such order, form, size and prominence as directed by ARTIST in all advertising and publicity issued by or under the control of the PURCHASER.
- ARTIST shall have the exclusive right to sell souvenir programs, ballet books, photographs and records on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any.
- PURCHASER shall not have the right to record, broadcast or televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof. PURCHASER agrees that no performance other than those to be furnished by ARTIST hereunder will appear on or in connection with the engagement hereunder. It is understood that no stage seats are to be sold or used without ARTIST'S prior written consent. PURCHASER agrees that the entertainment presentation will not be included in subscription or other type of series without the written consent of ARTIST.
- In the event PURCHASER refuses or neglects to provide any of the items herein stated, and/or fails to make any of the payments as provided herein, ARTIST shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to ARTIST by PURCHASER, and PURCHASER shall remain liable to ARTIST for the agreed upon price herein set forth. In addition, if, on or before the date of any scheduled concert, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of PURCHASER has been impaired or is in ARTIST'S opinion unsatisfactory, ARTIST shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this engagement by notice to PURCHASER to that effect, and in such event ARTIST shall retain any amounts theretofore paid to ARTIST by PURCHASER.
- Nothing in this agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by ARTIST to PURCHASER hereunder and wherever there is any conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.
- This constitutes the sole, complete and binding agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of New York. PURCHASER shall not have the right to assign this Agreement, or any provision thereof, but ARTIST shall have the right, from time to time, and at any time, to assign its rights and/or delegate its obligations hereunder, in whole or in part to any person, firm, or Corporation.
- Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof, or otherwise. The person executing this Agreement on PURCHASER'S behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of said price in full.
- Provided ARTIST is ready, willing and able to perform, PURCHASER agrees to compensate ARTIST in accordance with the terms hereof, in full, regardless of acts of God, fire, accident, riot, strike or any event(s) of any kind of character whatsoever.
- In the event of cancellation by PURCHASER, ARTIST shall be discharged from any further liability hereunder and the ARTIST shall be entitled to retain a minimum of 50% of contracted guarantee, whether received as a deposit, or yet due to ARTIST, thereto paid ARTIST by PURCHASER in addition to ARTIST'S other legal and equitable remedies.
- If PURCHASER is providing air transportation, ARTIST management is to receive hard tickets (or the financial equivalent) NO E-TICKETS, no less than 1 (one) month prior to engagement, or date may be cancelled and deposit (whether received or due) will be forfeited.
- PARADIGM, ACTS ONLY AS AGENT FOR ARTIST AND ASSUMES NO LIABILITY.

## BRIAN STOKES MITCHELL RIDER

This Rider ("Rider") is attached to and made a part of the Contract ("Contract") between BRIAN MITCHELL, INC. ("Producer") furnishing the services of BRIAN STOKES MITCHELL ("Artist") and the purchaser of said services ("Purchaser") as defined on the face of the Contract in connection with Artist's performance(s) at the Venue described therein ("Venue" or "Engagement"). To the extent this Rider conflicts with the terms and conditions contained in the Contract or in any other contract, the terms and conditions contained in this Rider shall control.

Producer and Purchaser hereby agree to the following additional terms and conditions:

### 1. BILLING/ADVERTISING

Unless otherwise stated to the contrary in the Contract, Artist shall receive 100% sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquee. Producer shall have approval over all advertising, promotions and sponsorship.

### 2. CANCELLATION

Producer shall have the right, in its sole discretion, to cancel the Engagement without liability, by giving Purchaser notice thereof at least thirty (30) days prior to the start of the Engagement.

### 3. FORCE MAJEURE

If Artist's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event similar or dissimilar, beyond Producer's control, then Producer's obligations with respect to the affected performance(s) shall be excused and Producer shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus any monies called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of this provision, the term, "Artist" shall include Artist or any member thereof.

### 4. INCLEMENT WEATHER

Producer's obligations hereunder shall be excused and Producer/Artist shall have no liability to Purchaser if Artist determines in good faith that his performance is (or is likely to be) rendered impossible, hazardous or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary), Purchaser shall remain liable to Producer for the full contract price plus any percentage monies called for in the Contract.

### 5. STAGING

Purchaser shall provide and pay for an adequate stage suitable for its intended purpose. Without limiting the generality of the foregoing, said stage shall be designed and constructed in order to accommodate Artist's production requirements including those contained in the attached Artist Production Rider (if any). If the Engagement is to be performed outdoors, Purchaser shall provide and pay for adequate stage covering and grounding to protect all persons and equipment involved in the production of the Engagement (including Artist and his crew) from inclement weather and dangerous conditions resulting therefrom. The foregoing shall apply to, without limitation, all stage areas, mixing consoles and wiring. Producer shall have the sole right to determine in good faith whether such covering and grounding is adequate.

### 6. CREATIVE CONTROL

Producer shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound, lights, choice of performers (including master of ceremonies and welcoming speakers), length of performance, stage sets, curtains, backdrops, song selection, manner of performance, and any music, film, or videotape played to patrons at any time during the Engagement, including prior to performance and during intermission (if any).

Artist will consult with the Purchaser on the songs to be performed at the Engagement, but the Artist reserves the sole right to decide what the final song list for the Engagement will be.

## 7. ANCILLARY RIGHTS

### a. RECORDING

Purchaser agrees that Artist's performance hereunder, including any part thereof, shall not be broadcast, photographed, recorded, filmed, taped or otherwise reproduced in any form, by any method, for any purpose, without Artist's and Producer's prior written consent.

### b. MERCHANDISING

Producer, or its designee, shall have the sole and exclusive right, without obligation to any party, to sell and distribute merchandise of any kind at the Engagement. Unless otherwise agreed to in writing, Producer shall retain 100% of the gross receipts resulting from the sale of said merchandise. Purchaser shall provide, at its sole cost, well lit, secure, prime locations for merchandising.

## 8. MUSIC CHARTS

The Music ("charts") and Scores from the Artists' music library are the exclusive property of Ellingtones Music Corp. and/or Brian Mitchell, Inc. They are only to be used as accompaniment for Brian Stokes Mitchell. No charts or scores may be copied or retained without the express written permission from Brian Stokes Mitchell or his appointed agents. Unless arrangements have been made with Brian Stokes Mitchell or his agents to forward the parts to another venue all musical charts, scores and all copies made of them must be returned to Brian Stokes Mitchell's music librarian no later than one week after their last use in performance.

All music preparation charges and music shipping charges related to music from the music library of Brian Stokes Mitchell are the sole responsibility of the Purchaser.

## 9. SETTLEMENT

Producer shall have the right to enter the box-office at any time (before, during and after the performance) to examine and make extracts from the box-office records of Purchaser relating to the gross receipts of the Engagement. Purchaser shall provide Producer with a written box-office statement (certified and signed by Purchaser) within one (1) hour following the Engagement.

## 10. COMPLIMENTARY TICKETS

Unless otherwise agreed to in writing, Artist and Purchaser shall each have the right to receive not more than twenty (20) complimentary tickets for each show.

## 11. INDEMNIFICATION

Purchaser agrees to indemnify and hold harmless Producer and Artist and each of their respective employees, agents, and contractors from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with any claim, demand, or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement, or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein.

## 12. TAXES

Purchaser shall pay, at its sole cost, all taxes, fees, dues, levies and the like relating to the Engagement and the sums payable to Producer shall be free of same. The foregoing shall not apply to any Federal or State income taxes imposed by law on Producer or Artist for Engagements performed within the United States (unless otherwise stated on the face of the Contract), but shall apply to all other forms of taxes including, without limitation, any business occupations tax or any value added tax.



### 13. CHOICE OF LAW AND FORUM

This Rider and Contract shall be deemed made and entered into in the state of New York and shall be governed by the laws of such state applicable to contracts entered into and wholly to be performed therein. The state and federal courts located in New York, New York shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts.

### 14. INTERNATIONAL TRAVEL

If the Engagement is to be performed outside the continental limits of the United States, Purchaser agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any other documents of any nature whatsoever necessary or usually obtained to enable Artist, entourage, and their equipment to enter and leave the country of the Engagement, and for Artist and Artists performers to render their services hereunder. Purchaser shall cause the foregoing to be provided to Producer (or to such location as directed by Producer in writing) in a timely manner. To the extent Purchaser requests any information or documents from Artist or Producer in connection therewith, such request shall be in writing and shall be made in a timely manner.

### 15. INSURANCE

Purchaser shall provide, at its sole cost, Commercial General Liability insurance covering any claims, liabilities or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the Venue, but shall not be less than one million US dollars (\$1,000,000.00) aggregate per occurrence, and one million US dollars (\$1,000,000.00) per event, placed with an insurance carrier acceptable to Producer. Said insurance shall be in full force and effect at all times Producer, Artist, or any of their respective employees, agents, or contractors (or any of their respective equipment) is or are at the Venue. Producer, Artist, and each of their respective agents and employees shall be listed as additional insured parties in connection with the foregoing insurance policies.

Purchaser shall also provide, at its sole cost, a policy of Worker's Compensation insurance covering all of Purchaser's employees, subject to the requirements of the applicable state or foreign law.

Producer's failure to request, review, or comment on such certificates shall not affect Producer's rights or Purchaser's obligations hereunder.

### 16. SECURITY

Purchaser is solely responsible for providing security in connection with the Engagement. Accordingly, Purchaser shall provide and pay for adequate security for the protection of all persons and property in connection with the Engagement including, without limitation, Producer, Artist (and each of their respective agents, employees, contractors and equipment) and patrons. The foregoing is in addition to any other security requirements of Producer contained in the attached Artist Production Rider (if any).

### 17. LICENSES/PERMITS

Purchaser shall secure, at its sole cost, all licenses, permits, certificates, leases, authorizations and the like required or requested by any union, guild, governmental authority, performing rights society, Venue owner or any other third party in connection with (i) the Engagement, and (ii) Artist's/Producer's exercise of any rights granted herein. Purchaser agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues and fees applicable thereto. Upon request, Purchaser shall provide Producer with evidence of the foregoing, provided that Producer's failure to request or review same shall not be deemed a waiver of Purchaser's obligations or Producer's rights hereunder.

### 18. GENERAL REQUIREMENTS/PRODUCTION RIDER

Except as otherwise agreed to by the parties in writing, or as otherwise stated in the attached Artist Production Rider (if any), Purchaser shall provide, at its sole cost, all elements of the production as required by Artist including, without limitation, catering, dressing rooms, internal ground transportation, sound, lights and backline equipment.

If the Artist Production Rider is attached hereto, then said Artist Production Rider shall be made a part hereof and Purchaser agrees to fulfill or cause to be fulfilled, at its sole cost, all terms and conditions contained therein.

## 19. ADDITIONAL REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants that: (i) it has the right and authority to enter into this Rider and Contract and to fully perform its obligations contained herein; (ii) it has the right to grant the rights granted herein and that Artist's/Producer's exercise of any such rights does not and will not infringe upon or impair the rights or interests of any third party; (iii) all goods, equipment and other materials provided by Purchaser (or at its request or direction) shall be safe, fully operational, and will not cause injury or damage to any person or property; and (iv) that all persons provided by Purchaser (including its agents, employees and contractors) shall be adequately trained and capable of performing their required duties, and that such persons shall, at all times, act in a safe manner, without causing injury or damage to any person or property. The undersigned warrants and represents that they are authorized to execute this Rider and Contract on behalf of the respective parties.

## 20. RETURN OF CONTRACT

Purchaser agrees to sign and return this Rider and Contract to Producer's agent, The Paradigm Agency, within ten (10) days from the date of the Contract; otherwise Producer shall have the right to cancel the Engagement upon notice thereof without liability. Producer's failure to exercise its right to cancel the Engagement upon the completion of said ten (10) day period shall not be deemed a waiver of Producer's right to cancel the Engagement at any time thereafter.

## 21. MODIFICATION/ASSIGNMENT/MISCELLANEOUS

This Rider and Contract is the sole and complete agreement between the parties with respect to the Engagement and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. This Rider and Contract (or any part thereof) may not be changed, modified or waived except by a signed, written agreement of all parties.

## 22. NOTICES/CONSENTS

All notices, consents, approvals and the like given in connection with this Rider and Contract shall not be effective unless contained in a writing, signed by the party giving same.

## 23. PARAGRAPH HEADINGS

Paragraph headings are used herein for convenience only and shall not be used to interpret this Rider.

AGREED TO AND ACCEPTED:

BY:

BY:

---

PURCHASER

---

BRIAN MITCHELL, INC

BRIAN STOKES MITCHELL

## Performance Requirements

## "Piano Only" Engagement

Mics:

- 2 SHURE Beta 87 or SHURE Beta 88 wireless microphones
- 2 straight, adjustable microphone stands with round bases
- 1 VOG microphone on stand in the entrance wing
- 1 CS for performance, the other placed behind piano as backup
- 2 mics preferred for interior of piano

Monitors:

- 2 monitor wedges for vocal DS in front of vocalist
- 1 monitor wedge US a piano stool for pianist
- 2 side fill speakers
  - Meyer UM-1 (powered)
  - EA/W 2M200iH (12" speaker) low profile
  - EA/W MW12 Microwedge
  - JBL VRX915M (15" speaker)
  - JBL SRX712M (12" speaker)
  - L' Accoustics 115XT (V-DOSC)
- Preferred side fill speakers from following manufacturers: Meyer, EA/W, JBL and L' Accoustics.
- Separate monitor mixes preferred with ability to add reverb as needed; If two mixes are available, separate mixes for vocal and pianist; 15" or 18" speaker.

Instruments/Furniture:

- 1 7' minimum grand piano, tuned before the show (Steinway or Yamaha preferred)
- 1 adjustable padded style concert piano bench
- 1 gooseneck light for piano music stand
- 1 attractive table approx 3' high and 1.5' x 1.5' for Stokes' set list and hot tea
- 1 plain black wooden stool approx 3' high (no back, no padding, no swivel)
- 1 small table with lighted mirror above in the entrance wing (lights can be simple music stand lights or clip-ons)

Lighting requirements:

- 1 or 2 followspots (preferred with R51 gels)
- General lighting cues: cool, warm, hot/sexy, warm, golden, and neutral patter cue
- If possible (for song "New Words" only), a star gobo or star curtain with a full moon on the cyc. ("Full moon" can be simple light on cyc)
- A special is also needed on the pianist for piano solos
- A stand light is also needed for the pianist who is not on the house dimmers

Specifics of cues and moods will be discussed depending on set list. Stokes prefers to defer to the good taste of the house designer when one is available. General lighting and set piece description: classy, tasteful, artful, beautiful, but simple.

Ability to bring house lights up (usually to 1/2) at Stokes' request needed (sometimes on the '30's/40's medley Stokes goes into the audience if lighting, sound and staging allow).

Backstage:

- 2 dressing rooms (1 for Stokes, 1 for pianist; a green room is also requested if available)
- 1 wardrobe person with Jiffy steamer and iron (wardrobe person must be present at sound check/rehearsal)
- 2 Towels (1 bath, 1 hand)
- Extra hangers in closet
- Baby wipes
- 1 humidifier filled and running (Cool Mist humidifier is okay)
- 1 electric tea pot (for tea) 6 medium sized bottles of room temperature spring water (no Evian please)

Brian Stokes Mitchell Rider (updated: January 4, 2012)

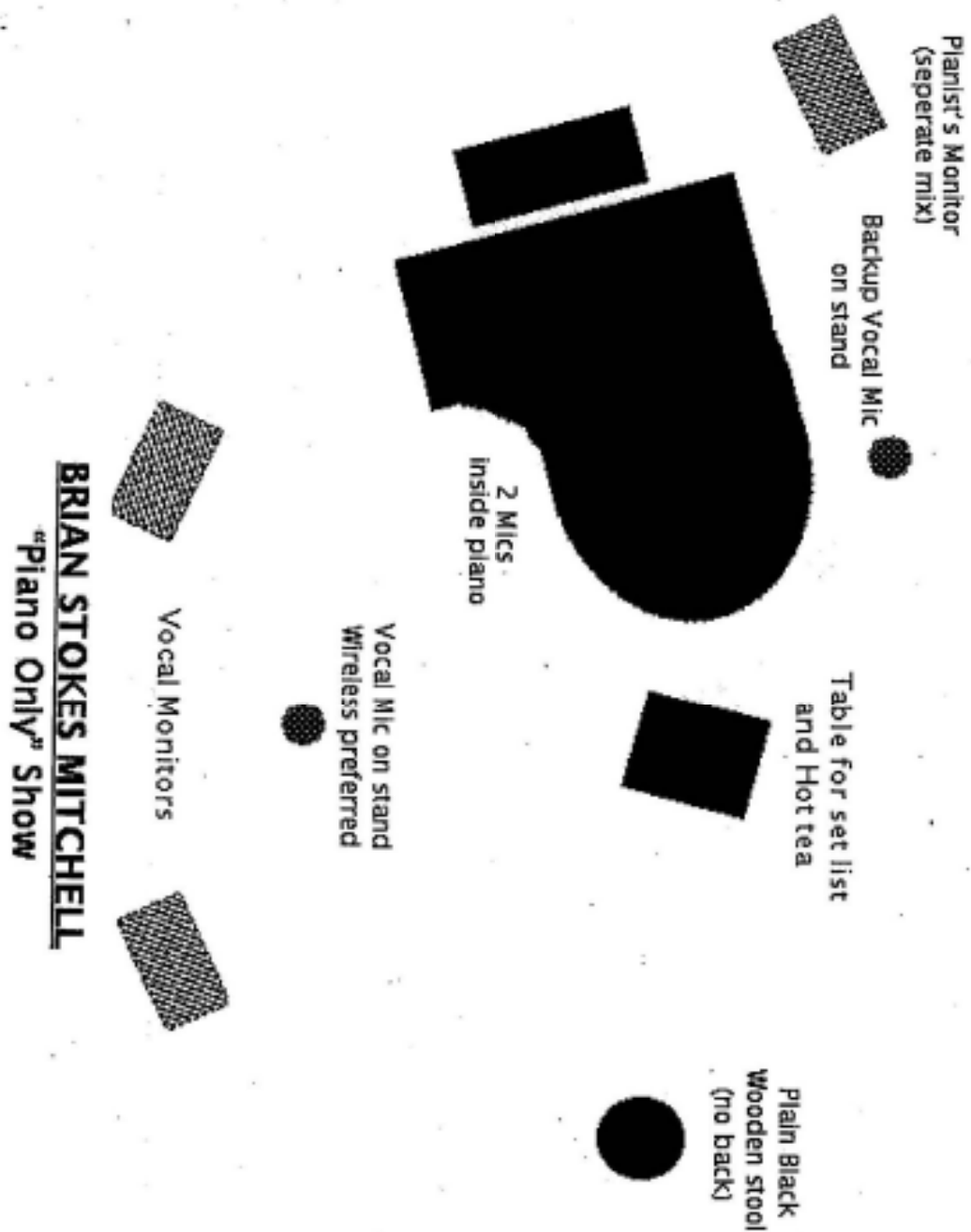
Plain Throat Coat tea bags (No lemon Echinacea or other additives)  
Ginger tea bags (Traditional Medicinals' 100% ginger rhizome – not with additional black tea leaves)  
Green teabags (Unflavored)  
2 large plain mugs (solid black or dark color preferred; 1 for backstage, 1 for onstage) (No decals or advertising logos)  
Fruit/munchie plate for pianist and Stokes Juice selection (apple, orange, etc.)  
Two whole lemons (and a knife to cut the lemons)  
Honey (Stokes prefers it in a squeeze dispenser as it is less messy to use)  
Plates, spoons, utensils, napkins etc.

#### Dinner Catering:

Dinner Catering for 3: (Should be ready in a backstage area 30 minutes before the scheduled end of the rehearsal.)  
Grilled or poached fish (Filets only and no salmon please!)  
NOTE: At least one entrée should be a fish dish as described above, but the rest could be grilled chicken entrees.  
Vegetable soup or Minestrone  
Mixed Salad/Dressings on the side  
Grilled or steamed vegetables  
Rice or potatoes  
Whole wheat rolls/ Butter  
Simple dessert/ Pie, brownies, cookies  
Bottles of spring water (NO Evian please!) Cold Coke Zero or Diet Coke Coffee/Non-fat milk/Splenda & Sweet'n Low

#### Hotel Suite:

2 humidifiers, filled and running; (1 in the bedroom and 1 in the living area; Cool Mist humidifiers are okay)  
1 electric tea pot (usual in room coffeemaker will not substitute)  
6 medium sized bottles of room temperature spring water (no Evian please)  
Plain Throat Coat tea bags (No lemon Echinacea or other additives)  
Ginger tea bags (Traditional Medicinals' 100% ginger rhizome – not with additional black tea leaves)  
Green teabags (Unflavored)  
Two whole lemons (and a knife to cut the lemons)  
2 large plain mugs



**W-9**  
Form  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name as shown on your income tax return  
Brian Stokes Mitchell

Business name, if different from above  
Brian Mitchell, Inc.

Check appropriate box: ☐ Individual/sole proprietor ☒ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... ☐ Exempt payee  
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
243 W. 98th ST. #5C

City, state, and ZIP code  
NY, NY 10025-5566

List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
.....

OR

Employer identification number  
95-3543471

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person

Date ▶

1/12/10

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## President's Circle and Scholarship Update

Our PC Committee lead by Board Member Marcia Stein and Annette Novack has brought a renewed energy and focus to the PC. With this renewed focus comes an effort to make our PC members feel like real members not just contributors. In this light we have:

- Re-worked our PC benefit package and our outreach material including interest stories on the website.
- Created special correspondence – giving members COD insight ahead of others.
- Created special seating at events
- Even created a special “hot line” for PC for RSVP’s

Our Calendar for the upcoming year consists of:

- Fall announcement and thank you – including a wonderful CD of student Jazz music
- Heather James PC reception on November 14<sup>th</sup> – this is a bring a friend/potential member event
- Spring Announcement and Thank you
- In home receptions, (4) Jan, Feb, March, & April – Potential member events
- A Campus tour for PC members, date TBD
- Spring Musical at the McCallum – this is a bring a friend/potential member event

President's Business Council

- We have re-worked our PBC member benefit package and outreach material
- We have identified 140 potential businesses in 9 different clusters.
- All summer long we have been knocking on doors talking about the college and asking businesses to support the college through our PBC.
- The economy and a lack of understanding of what the college is all about makes it difficult but not impossible. We have commitments from 8 businesses to date and, with cultivation and engagement, will meet our goal of 20 new PBC's this year.

Planned Giving

- Our Planned Giving program has been dormant since 2008. We will change that this year. We are selling a PC program in place to not only re-connect with those 3W donors who have already included COD in their estate plans and, to connect to new potential PC donors.
- We have established an advisory council consisting of local experts in the field of planned giving; we are reviewing and refreshing, using current best practices, our collateral material; and we are beginning to identify potential donors through our software and our outreach. Our intention is to launch the program with Board support starting with in 2013

Scholarships:

Last year the Foundation gave out a total of \$581,156 in scholarships. So far this year, the Foundation wrote scholarship checks to 249 students totaling \$117,564. Additionally in our community outreach we continue to talk about opportunities in program areas that require scholarship support.

Our focus this year is two fold:

1) Along with the Financial Aid office, we are coordinating to host a Donor recognition event scheduled for the Spring. This will create an opportunity for donors of scholarship to interact with the recipients.

2) All students receiving Foundation Scholarships are required to write a thank you letter to the donor showing their appreciation for the gift. This year, the Financial Aid Office has instituted mandatory Thank you letter writing workshops to help students express their appreciation.