

AGENDA ITEM BACKUP SHEET
September 13, 2011

Board Meeting

TITLE: Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File No. 11-93896 MH

ITEM: Consent

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services

PREPARED BY: Camille Boden, Executive Director, Risk Management

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to reject the Government Code §910 and §910.2 claim against the District, File No. 11-93896 MH.

DESCRIPTION OF DAMAGE/INJURY:

Claimant requests reimbursement for medical expenses.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve recommendation to reject Government Code §910 and §910.2 claim File No. 11-93896 MH against the District.

 MBmm

AGENDA ITEM BACKUP SHEET
September 13, 2011

Board Meeting

TITLE: Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File No. 11-94818 DP

ITEM: Consent

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services

PREPARED BY: Camille Boden, Executive Director, Risk Management

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to reject the Government Code §910 and §910.2 claim against the District, File No. 11-94818 DP.

DESCRIPTION OF DAMAGE/INJURY:

Claimant requests reimbursement for lost IPOD.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve recommendation to reject Government Code §910 and §910.2 claim File No.11-94818 DP against the District.

 MB:mm

AGENDA ITEM BACKUP SHEET
September 13, 2011

Board Meeting

TITLE: Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File No. 11-94817 DP

ITEM: Consent

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services

PREPARED BY: Camille Boden, Executive Director, Risk Management

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to reject the Government Code §910 and §910.2 claim against the District, File No. 11-94817 DP.

DESCRIPTION OF DAMAGE/INJURY:

Claimant requests reimbursement for lost IPOD.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve recommendation to reject Government Code §910 and §910.2 claim File No.11-94817 DP against the District.

AGENDA ITEM BACKUP SHEET
September 13, 2011

Board Meeting

TITLE: Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File No. 11-95309 DP

ITEM: Consent

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services

PREPARED BY: Camille Boden, Executive Director, Risk Management

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to reject the Government Code §910 and §910.2 claim against the District, File No. 11-95309 DP.

DESCRIPTION OF DAMAGE/INJURY:

Claimant requests reimbursement for damage to her vehicle.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve recommendation to reject Government Code §910 and §910.2 claim File No.11-95309 DP against the District.



AGENDA ITEM BACKUP SHEET
September 13, 2011

Board Meeting

TITLE: Approval of Rejection of Government Code §910 and §910.2 Claim
Against Santa Ana Unified School District – File No. 10-86705 MH

ITEM: Consent

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services

PREPARED BY: Camille Boden, Executive Director, Risk Management

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to reject the Government Code §910 and §910.2 claim against the District, File No. 10-86705 MH.

DESCRIPTION OF DAMAGE/INJURY:

Claimant alleges violation of Education Code.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve recommendation to reject Government Code §910 and §910.2 claim File No.10-86705 MH against the District.

September 13, 2011

Board Meeting

TITLE: **Approval of Substitute Subcontractor for Site Fencing at Spurgeon Intermediate School Under Overcrowding Relief Grant Program**

ITEM: **Consent**

SUBMITTED BY: **Joe Dixon, Assistant Superintendent, Facilities & Governmental Relations**

PREPARED BY: **Todd Butcher, Director of Construction**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to substitute the subcontractor for site fencing at Spurgeon Intermediate School as per Public Contract Code Section 4107; "when the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract or fails or refuses to meet the bond requirement for the scope of work specified."

RATIONALE:

DEMCON Concrete Contractors is the general contractor for Spurgeon Intermediate School construction project under the Overcrowding Relief Grant. DEMCON Concrete Contractors has requested the substitution of All Counties Fence & Supply to Econo Fence, Inc. as the site fencing subcontractor due to All Counties Fence & Supply's failure to execute a written contract. The District has followed Public Contract Code Section 4107.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve Econo Fence, Inc. as the substitute subcontractor for site fencing at Spurgeon Intermediate School under the Overcrowding Relief Grant program.


JD:rb

barnhart

Balfour Beatty

Monday, August 1, 2011

Mr. Todd Butcher
Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, CA 92701

RE: Spurgeon Intermediate School – Overcrowding Relief Grant Project
Board Ratification of Subcontractor Substitution

Dear Todd

DEMCON Concrete Contractors has requested that they be allowed to replace their listed site fence subcontractor for the Spurgeon Intermediate School due to a clerical error that the subcontractor made at the bid time. Please see attached Letter of Release from All Counties Fence & Supply for your information.

Contact Information

General Contractor: DEMCON Concrete Contractors
Contact: Jon Hoffman/Scott Kelly
Phone: 760-209-4936

Subcontractor to be replaced: All Counties Fence & Supply
License Number: 717249
Contact: Chris Barrett
Phone: 951-780-9300

New Subcontractor: Econo Fence, Inc.
License Number: 337734
Contact: Judd Leslie
Phone: 951-685-5000

Per Public Contract Code 4107.(a).(9), Barnhart Balfour Beatty determined that All Counties Fence & Supply is not a responsible contractor and recommends that this request be ratified at the next SAUSD Board Meeting.

If you have any questions, please give me a call at 714.808.3232.

Sincerely,



Greg English

Project Manager
Barnhart Balfour Beatty



*"Building
Concrete
Solutions"*

Todd Butcher
Santa Ana USD
1601 Chestnut Ave
Santa Ana, Ca 92701

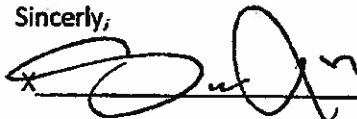
RE: Spurgeon Intermediate School SAUSD

Dear Mr. Butcher,

We are requesting a substitution of subcontractor for the project referenced above. We listed All Counties Fence & supply for the fencing scope of work included in bid package 2. In the process of entering into a subcontract agreement, All Counties Fence & Supply realised a clerical error within their bid and has decided to not enter into agreement or contract.

Per section 00200-7 item 23.4 Restrictions on Substitution of Contractors and the Public contract code sections 4107 a.1, we are hereby substituting All Counties Fence & Supply for Econo Fence who will perform the fencing scope with no additional cost impact.

Sincerely,

 Date 07/08/2011

Scott Kelly – Senior Estimator

♦ WOOD FENCE ♦
♦ PVC ♦
SINCE 1978

♦ **ALL COUNTIES** ♦
FENCE & SUPPLY
951-780-9300

♦ CHAIN LINK ♦
♦ ORNAMENTAL IRON ♦
LIC# 717249

Dear Mr. Scott Kelly,

We are sorry to inform you that after much consideration & review of our bid of the fencing scope of work for the Spurgeon Intermediate School project, we have come to the conclusion, that due to a clerical error we have opted to not enter into a subcontractor agreement. We feel that it is in our's & the project's best interest that you proceed on finding an alternate contractor to perform the scope of work. If you have any questions please feel free to call.

Respectfully,

X



Date

7/13/11

Chris Barrett

September 13, 2011

Board Meeting

TITLE: Approval of Appointment of Audit Firm to Conduct Independent Performance and Financial Audit of Measure G Fund

ITEM: Consent

SUBMITTED BY: Joe Dixon, Assistant Superintendent, Facilities & Governmental Relations

PREPARED BY: Tova K. Corman, Senior Facilities Planner

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to appoint a pre-qualified audit firm to conduct an independent performance and financial audit of the Measure G fund. As part of the Bond Oversight Committee's annual report and in compliance with the Committee's responsibilities, an independent financial and performance audit is required.

RATIONALE:

At the July 26, 2011 Board of Education meeting, the Board approved a list of pre-qualified Measure G audit service providers. The two firms were then requested to provide a proposal for Measure G auditing services for the 2010-11 fiscal year. This contract will allow the Bond Oversight Committee to communicate its findings to the Board and the public to ensure the proper expenditure of school bond funds and the efficient completion of all Measure G projects.

The following is a list of the proposals received:

Firms:	Amounts:
Vavrinek, Trine, Day & Co., LLP	\$9,000
Vicenti, Lloyd & Stutzman LLP	\$15,200

FUNDING:

Measure G: \$9,000

RECOMMENDATION:

Approve the appointment of Vavrinek, Trine, Day & Co., LLP to perform an independent financial and performance audit of the Measure G fund.

AGENDA ITEM BACKUP SHEET
September 13, 2011

Board Meeting

TITLE: **Acceptance of Gifts in Accordance With Board Policy 3290 – Gifts, Grants, and Bequests**

ITEM: **Action**

SUBMITTED BY: **Cathie Olsky, Ed.D., Deputy Superintendent**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of gifts, grants, and bequests on behalf of school sites and the District. For purposes of determining the estimated value of a gift, the District does not perform an appraisal or other such valuation, rather simply reports the value of the gift as provided by the donor.

RATIONALE:

The Board may accept any bequest or gift of money or property on behalf of the District. While greatly appreciating suitable donations, the Board discourages any gifts which may directly or indirectly impair its commitment to providing equal educational opportunities for all District students. The Board shall carefully evaluate any conditions or restrictions imposed by the donor in light of District philosophy and operations. If the Board believes the District will be unable to fully satisfy the donor's conditions, the gift shall not be accepted. Gift books and instructional materials shall be accepted only if they meet District criteria. At the Superintendent or designee's discretion, a gift may be used at a particular school.

FUNDING:

Not Applicable

RECOMMENDATION:

Accept gifts in accordance with Board Policy (BP) 3290 – Gifts, Grants, and Bequests.


COEN

SANTA ANA UNIFIED SCHOOL DISTRICT
GIFTS RECOMMENDED FOR ACCEPTANCE - September 13, 2011

School:	Gift:	Amount:	Donor:	Used for:
Muir Fundamental Elementary		\$ 2,000	Muir PTA Mr. Randy Carrillo Santa Ana	Purchase utility cart
Thorpe Fundamental Elementary		\$ 5,000	Thorpe PTA Ms. Becky Clevenger Santa Ana	Community literacy
Saddleback High		\$ 350	Saddleback Volleyball Boosters Mrs. Lorri L. McPeck Santa Ana	Volleyball program
Saddleback High		\$ 728	Saddleback Basketball Boosters Mrs. Lorri L. McPeck Santa Ana	Boys (\$250) and girls (\$478) basketball program
Valley High		\$ 500	Schools First Federal Credit Union Ms. Carol Smith Santa Ana	Student scholarships
Valley High		\$ 1,000	Santa Ana Police Officers Association Mr. Dan Moran Santa Ana	Student scholarships
Valley High		\$ 2,500	AYSO Area II-K Mr. Richard Niedermyer Hawthorne, CA	Athletic program, i.e., attire, events, banquet
September 13, 2011 donations		\$ 12,078		
2011 Total donations	\$ 379,663	\$379,663		

/eh

For purposes of determining the estimated value of a gift, the District does not perform an appraisal or other such valuation, rather simply reports the value of the gift as provided by the donor.

AGENDA ITEM BACKUP SHEET
September 13, 2011

Board Meeting

TITLE: **Ratification of Memorandum of Understanding Between Santa Ana Unified School District, THINK Together, and Promise Neighborhoods Initiative Partners for Implementation Grant Round II, Pending Grant Award**

ITEM: **Action**

SUBMITTED BY: **Cathie Olsky, Ed.D., Deputy Superintendent**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the Memorandum of Understanding (MOU) between Santa Ana Unified School District, THINK Together, and the Promise Neighborhoods Initiative Partners for Implementation Grant Round II, pending grant award.

RATIONALE:

The Promise Neighborhoods Initiative was initially presented to the Board on February 23, 2010. At the June 22, 2010 meeting, the Board approved the first MOU between SAUSD, THINK Together and the Promise Neighborhoods Initiative Partners. Modeled after the Harlem Children Zone, the purpose of this initiative is to develop a coordinated effort of supportive services from early childhood education to after-school activities, college and career counseling, and support from health and social services in an entire neighborhood. The primary applicants must be community-based organizations with a current 501(c)(3) that demonstrate a strong partnership with schools.

Promise Neighborhoods has released the second round of grant applications with a short application deadline of September 13, 2011, 1:30 p.m., Pacific Time. THINK Together and the Promise Neighborhoods Initiative Partners, The California Endowment, California Emergent Technology, CHOC, Healthy Smiles, The Kennedy Commission, KidWorks, Latino Health Access, Santa Ana Police Department, Santa Ana College, Turning Point, and OC Children and Families Commission, worked together to develop a Promise Neighborhoods grant proposal for Round II. The schools identified within the Promise Neighborhoods Initiative grant are Valley High School, Spurgeon Intermediate, Lincoln and Monte Vista Elementaries.

FUNDING:

Grant award: \$5,300,000 per year for five years

RECOMMENDATION:

Ratify the Memorandum of Understanding (MOU) between Santa Ana Unified School District, THINK Together, and the Promise Neighborhoods Initiative Partners for Implementation Grant Round II, pending grant award.

CO:el



GRANT SUMMARY

Title:	Promise Neighborhoods Initiative (PNI) Partners Implementation Grant
Funding Source:	Promise Neighborhoods Initiative
Due Date:	September 13, 2011, 1:30 p.m., Pacific Time
Contact Person:	Cathie Olsky, Ed.D., Deputy Superintendent
Amount/Duration:	\$5,300,000 per year for five years
Target Population (e.g. Grade Level/s):	Early Learning programming, K-12 (Valley High, Spurgeon Intermediate, Lincoln and Monte Vista Elementaries)
Budget Impact:	None
Indirect Rate:	Not Applicable
Personnel Impact:	In-Kind Principal time to participate in an advisory capacity for Promise Neighborhood communities of learning to help ensure alignment between school goals and supports provided.
Survey Questions:	<i>None without prior District approval and parent consent</i>
Grant Program Description	
The Promise Neighborhoods Initiative	
Goals/Objectives:	<p>The goal of the PNI is to build the capacity to provide a continuum of academic, health and family/community supports to all children, from birth to college/career that together support the success of students within the identified neighborhood.</p> <p>PNI supports each of the SAUSD's Three-Year Strategic Plan – District Goals:</p> <ul style="list-style-type: none"> • Academic achievement – equip students to achieve their highest academic potential. Prepared students – assure that students are prepared to succeed in higher education and to accomplish their life goals. • Quality academic programs – offer rigorous and outstanding learning opportunities that will be aligned with state standards and federal guidelines. • Strategic allocation of resources – use resources efficiently and strategically to support District goals.

<p>Activities:</p>	<p><u>Academic:</u></p> <p>The PNI will build the capacity to significantly expand extended learning time to students at the four target schools through:</p> <ol style="list-style-type: none"> 1. Expanded early learning programming 2. Expanded afterschool programming for 100 students at Monte Vista and Lincoln (targeting ELLs) 3. Expanded afterschool tutoring for 100 students at Valley High (targeting students failing one or more core classes) 4. An extended school day by 90 additional minutes Monday through Thursday for all 6th through 8th grade students at Spurgeon. Will include EdTech component with adaptive ELA/Math software. 5. Expanded summer programming that targets supports to 5th graders transitioning to 6th grade and 8th graders transitioning to 9th grade. 6. Additional summer CAHSEE prep time for 9th graders going into 10th grade. <p>These academic activities will align with and support the <i>Adelante</i> goals of creating a college-going culture among students and parents through the signing of grade-level pledges with parents, and significant supports integrated throughout high school to help ensure students graduate college eligible and college ready and that they successfully complete Santa Ana College coursework and transfer requirements that will make them automatically eligible for admission into either UCI or CSUF.</p> <p><u>Health and Community Supports</u></p> <p>Notably, the PNI also expands/redirects many significant health resources to the four schools including the development of a Health Clinic and the expansion of Turning Point individual and group mental health counseling services. PNI also provides significant parent supports through expanded parent engagement activities and parent education/skill development classes.</p>
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Promise Neighborhoods Initiative Partners:

- The California Endowment
- California Emergent Technology
- CHOC
- Healthy Smiles
- The Kennedy Commission
- KidWords
- Latino Health Access
- OC Families Commission
- Santa Ana College
- Santa Ana Police Department
- Santa Ana Unified School District
- Turning Point



2100 E. Fourth Street
Santa Ana, CA 92705

P (714) 543-3807
F (714) 543-3852

www.THINKtogether.org

Memorandum of Understanding between THINK Together
and the Santa Ana Promise Neighborhoods (SAPN) Partners

August 31, 2011

Recognizing that no single organization or community sector can alone eliminate the root causes of poverty, the following undersigned organizations commit to working in partnership with THINK Together and the Santa Ana Unified School District to develop a continuum of academic and family and community supports that will significantly improve the outcomes of children in the city of Santa Ana and contribute to the revitalization of the community. The Promise Neighborhood Partnership will serve the children within the attendance boundaries of Monte Vista Elementary, Lincoln Elementary and the historically low-performing schools of Spurgeon Intermediate and Valley High School. THINK Together and the undersigned agencies commit to coordinate and integrate programs, leverage resources and drive policy and systems change in order to ensure that all students graduate from high school and are prepared to succeed in life by pursuing college or a vocational career.

The partnering agencies and organizations agree that the Governing and Fiduciary Board for the initiative will be that of THINK Together. The Santa Ana Promise Neighborhood Advisory Board will be a subcommittee of the THINK Together Board and will provide strategic guidance, project oversight and support for Promise Neighborhoods results. The Advisory Board will provide a balance of residents, public/elected officials, and non-profit organizations, and will consist of twelve to fifteen members including **1) Resident Leaders** (4-5 members): neighborhood residents and/or community leaders who will ensure that implementation strategies

address community priorities; **2) Funders** (2-3 members): will support new fund development, leveraging existing funding, integrating multiple sources of funding and building partnerships to ensure sustainability; **3) Service Delivery** (4-5 members): organizations and individuals with experience providing services in the neighborhood will provide strategic guidance on data and evaluation, program planning and implementation; and **4) Policy and Systems Integration** (2-3 members): elected officials and their representatives who will drive the breakdown of policy and systems silos at the local, regional, state and federal levels.

The SAPN partners believe that by providing a continuum of solutions to address neighborhood challenges and by aligning the system of community, school and family supports, we will prepare students for success in life and therefore contribute to the health and well being of the entire community. To achieve this vision, the partners agree that funding sources must be integrated; resources must be devoted to enhance the capacity of organizations that deliver effective services; successful strategies that create a seamless pipeline of supports should be implemented, scaled and sustained; and more crucially; partners must share and use data to assess the true impact of their activities and be willing to change, revise or eliminate strategies that do not support desired outcomes.

In addition to adhering to this common vision for effecting and implementing change, each partner organization agrees to:

1. Deliver and be accountable for the services or financial commitments listed on the table starting on page 3;
2. Actively coordinate implementation efforts to ensure activities are aligned with SAPN goals and are mutually reinforcing;
3. Participate in Results-Based Workgroups/Communities of Practice to review progress

- against shared goals and take corrective action when needed using rapid time data;
4. Participate in data-sharing practices that will include, but not be limited to the collection, analysis and reporting of neighborhood, project, program and individual indicators that are shared across organizations in order to properly assess the progress of children along the continuum of solutions in a manner that does not compromise children's rights to confidentiality; and
 5. Be accountable to the community, each other and the Santa Ana Promise Neighborhood Advisory Board for the success of the initiative as measured by achievement of commonly agreed annual goals for education and family/community support indicators, improvement of systems and leveraging of resources.

In addition, each organization makes the specific following programmatic and/or financial commitments to the partnership:

Partners	Service/Financial Commitment
1. Santa Ana Unified School District	<ul style="list-style-type: none"> • Provide district and site-based leadership, including that of Dr. Thelma Meléndez (Superintendent), in the implementation and alignment of school improvement plans and other district initiatives or policies to align with those of the Promise Neighborhood • Support the establishment of a school-based teen wellness center at Valley HS through coordination and leveraging of resources • Support increased learning time programs, including summer and afterschool, by intentional alignment with the school day • Support implementation of technology-aided increased learning time program for all Spurgeon students through administrative support and teacher professional development • Provide access to demographic and assessment data that identifies needs of students and allows the partners to build a continuum that can track outcomes and be responsive to on-going needs; expand capacity of student information system to track health data • Provide access to school facilities to serve parents, students and collaborative members

	<ul style="list-style-type: none"> • Participate in Early Development Index annual assessment • Expand Cal-SAFE program for expectant and parenting teens • Support participation of school principals in the SAPN Principals' Council • Provide in-kind matching funds in the amount of \$4,332,684
2. THINK Together	<ul style="list-style-type: none"> • Provide leadership for the initiative, including that of Randy Barth (CEO), and core staffing to manage the implementation of the proposed continuum of services and support the partnership • Implement increased learning time program for all students at Spurgeon Intermediate that leverages the use of adaptive learning technology • Support the needs of English Language Learners through expansion of extended learning time program • Expand the capacity of extended learning time programs to provide additional supports for middle and high school students' academic success • Implement Search Institute Developmental Assets at Spurgeon Intermediate • Expand Center-Based HABLA preschool program to serve additional 3 and 4 year olds in the Lincoln and Monte Vista catchment area • Incorporate Career Exploration Wheel at Spurgeon extended learning time program to create a bridge to Valley High School Inc. Academies • Provide annual cash and in-kind matching funds in the amount of \$206,479
3. Children and Families Commission of Orange County	<ul style="list-style-type: none"> • Serve on the SAPN Advisory Board • Support Early Learning Network through planning, coordination and training • Implement CARES Plus Program to include early learning providers in the Promise Neighborhoods zone • Provide strategic planning and implementation support for health and wellness strategies • Support expansion of MOMS Orange County prenatal home visitation program to include teen mothers and fathers referred through the school district and CalSAFE program • Support expansion of Help Me Grow program to provide care coordination for connection to developmental and behavioral services • Expand Early Development Index (EDI) to include all the elementary schools in the Promise Neighborhoods zone • Provide annual cash and in-kind matching funds in the amount of \$750,000

4. The California Endowment	<ul style="list-style-type: none"> • Support the role of the SABHC Hub Manager on the SAPN Advisory Board to ensure alignment between the two place-based initiatives • Provide access to community and program data collected by the Santa Ana Building a Healthy Community (SABHC) Initiative • Support efforts to identify and drive systems and policy changes that support SABHC and SAPN outcomes • Provide new grant support for the planning and implementation of Valley HS Teen Wellness Center as a catalytic component of the overall SAPN plan in the amount of \$750,00
5. City of Santa Ana	<ul style="list-style-type: none"> • Designate staff from the City Manager's Office to serve on the Advisory Board • Convene meetings with businesses and foundations throughout the county to leverage local and federal funds to support implementation • Provide access to neighborhood data including demographics, crime, and housing indicators • Provide community services and resources through Jerome Community Center, Corbin Resource Center, the Santa Ana Senior Center and the Police Department
6. Santa Ana Police Department	<ul style="list-style-type: none"> • Expand violence and crime prevention programs in and out of school through the Santa Ana Police Department's Parent Academy, Teen Academy and Jr COP • Provide annual in-kind matching funds in the amount of \$794,000
7. Santa Ana College	<ul style="list-style-type: none"> • Expand cadre of Padres and Student Promotores to promote college going culture and parent and student leadership • Expand Career Academy Scholar program to provide access to college level courses and peer mentors to Valley HS students • Focus efforts of Santa Ana ¡Adelante! (new agreement ensuring transfer space into CSUF for SAUSD graduates who attend SAC) for Promise Neighborhood students. • Provide annual in-kind matching funds in the amount of \$28,000
8. KidWorks	<ul style="list-style-type: none"> • Expand youth leadership, mentoring, community service and service learning opportunities for students in SAPN zone • Expand parent education program that build social connections and skills for SAPN families • Expand preschool program to serve additional 3 and 4 year olds in the SAPN zone • Represent SAPN partners in the community-based Townsend Raitt Task Force

	<ul style="list-style-type: none"> • Provide in-kind matching funds in the amount of \$214,800
9. Latino Health Access	<ul style="list-style-type: none"> • Establish a promotor-based mental health program at Spurgeon Intermediate to strengthen parenting and enhancing child resilience to prevent mental health illnesses • Provide expert advice, planning and coordination to develop holistic, culturally appropriate, and prevention based health care delivery model at the Valley HS Teen Wellness Center • Provide a dedicated team of promotores at the Valley HS Teen Wellness Center to match family needs with family-centered services and partnering with student s and parents to help them achieve their educational and quality of life goals • Provide annual in-kind matching funds in the amount of \$269,000
10. The Kennedy Commission	<ul style="list-style-type: none"> • Expand access to quality, affordable housing through local advocacy efforts • Increase community awareness of housing issues and tenant rights and responsibilities through workshops and distribution of print materials • Work with residents to survey areas with high concentration of unhealthful living conditions • Provide annual in-kind matching funds in the amount of \$90,000
11. California Emerging Technology Fund	<ul style="list-style-type: none"> • Provide the support and guidance needed to ensure the initiative integrates and leverages access to broadband technologies in a way that helps improves key outcomes in the targeted community • Expand access to 21st century learning tools and the skills to use them to students and parents at Spurgeon Intermediate through School2Home Program. This comprehensive technology integration program will support the decrease of both the achievement gap and the digital divide. The program will support the overall community transformation efforts. • Provide cash and in-kind matching funds to implement the School2Home Program in the amount of \$205,584

Santa Ana Unified School District

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Santa Ana Unified believes that “Success Should Be the Standard” that drives all decision-making among administrators, teachers and students in our district. We are dedicated to ensuring high academic achievement for all students by providing a scholarly and supportive environment

and by ensuring that all students are prepared to accomplish their goals in life. Our Theory of Change aligns with that of Promise Neighborhood's in that 1) We have a long-standing partnership with THINK Together that speaks to our commitment to provide continuous learning outside of school; 2) We have long partnered with multiple community agencies to provide other types of out-of-school activities and experiences that also enrich students' academic and social lives, including groups that target early literacy, health needs, tutoring, athletics, mentoring, internships and college-going programming; and 3) We are especially dedicated to using data to inform instructional practices; to this end we use benchmark assessments to track progress toward end-of-year standardized assessments and give all of our administrators and instructors access to Data Director, a robust on-line reporting system that provides a large range of reporting capabilities. The Santa Ana Unified School District understands that the core of this initiative is the turnaround of the target schools through the unprecedented coordination of programs, policies and resources, both within the community and at the schools.

THINK Together

initial _____

THINK Together (Teaching, Helping, Inspiring, Nurturing, Kids Together) is a 501 (c)(3) education nonprofit that has served the community of Santa Ana since 1998. Our mission is to provide high quality, academically-oriented, extended learning opportunities for students regardless of race, creed, or socioeconomic status. THINK Together's vision is that all children will receive the support they need from family, school and community to enable them to reach their full potential and become productive members of the community. We serve more than 100,000 students at over 300 schools across 27 school districts throughout the state of California; within the Santa Ana Unified School District, THINK Together serves over 30,000 students at 47 school sites through comprehensive afterschool, summer and Saturday programs, small group

tutoring and early literacy programs for 3-5 year olds and their parents.

In order to produce healthy, productive citizens, we believe the following conditions must be in place: quality education is available to all children and continues beyond the school day, education is seen as a cradle to career endeavor and schools and community work together to eliminating the “cracks” that children might fall through; schools, community leaders and providers make decisions based upon data and be held accountable for the academic success of students; and interventions must be intensive and effective enough to transform the culture of an entire neighborhood. We believe we can achieve these conditions by partnering with schools to create academically-focused extended learning opportunities that are aligned with the school day; scale proven programs to reach a critical mass of students, use data to drive program quality, build an ecosystem of support through data sharing, services for parents and young children and community collaboration, and work at the district and state levels to influence policy change in support of student achievements and maintain a sustainable source of funding for successful programs.

Children and Families Commission of Orange County

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The Commission provides leadership, funding and support for programs to achieve the vision that all children are healthy and ready to succeed when they enter school. Our Theory of Change aligns with that of Santa Ana Promise Neighborhood’s in that it: 1) Promotes and funds high quality services modeled after research-based, proven strategies which have planned, publicly accountable outcomes; 2) Maximizes and leverages the existing system of public and private agencies concerned with young children and families and promotes the integration of services through local, convenient and family-friendly access points; 3) Creates family-based, culturally and linguistically appropriate services to enrich children within the context of the

whole family by incorporating parents, other caregivers, and siblings in the service design, 4) Fosters sustainability by building community capacity to support families and focusing on policy-level issues and decisions; and 5) Engages in an open decision making process that makes funding decisions based on: Commission vision, mission, goals, and outcomes; compelling community need, and positive data supported outcomes.

The California Endowment

initial_____

In 2010, The California Endowment began a new place-based plan, Building Healthy Communities, focusing its investments over the next 10 years on 14 low-income communities throughout the state, including central Santa Ana. The Santa Ana Building a Healthy Community (SABHC) initiative is a broad partnership consisting of non-profit organizations, county and city agencies, businesses, community organizations and Santa residents whose primary vision is to transform the community into a place where children are healthy, safe and ready to learn.

In the Endowment's theory of change, a healthy community requires prevention-focused systems and community environments that work together to produce optimal health across the life span. When these systems and environments are supportive, the result is a community in which individuals can more easily engage in healthy behaviors. The four goals that guide the work of building healthy communities are also closely related to SAPN: 1) Health systems are family centered and prioritize prevention; 2) Schools anchor communities, promote healthy behaviors and are a gateway for resources and services; 3) Human services systems are family centered, prioritize prevention and promote opportunities for children, young adults and their families; and 4) Physical, social and economic environments in local communities support health. Wrapped around investments in these areas will be policy and systems-change goals to ensure that healthy communities are sustainable for generations to come.

City of Santa Ana

initial _____

The City of Santa Ana believes that the community needs easy access to safe places that offer opportunities to learn, have fun and get fit in order for families and young people to develop a bright future. The ability of individuals in a community, no matter what age or income level, to practice these activities is the foundation of a healthy and prosperous community. Our Theory of Change (TOC) is founded on possibilities; we embrace collaboration with community partners and focus on engaging individual, team, and community energies towards advancement.

Our Theory of Action (TOA) focuses on providing diverse quality programming developed based on community feedback. Our TOC and TOA are very much in concert with SAPN's conceptual framework which focuses on the need for education to be holistic, life long, accessible, accountable, integrative, and always looking for opportunities to improve. The City of Santa Ana implements its TOC by providing a variety of programs and services to the residents that live in the SAPN target area through the leadership of the Parks, Recreation, and Community Services Agency (PRCSA), the Santa Ana Police Department (SAPD), and the Community Development Agency (CDA).

City of Santa Ana Police Department

initial _____

The Santa Ana Police Department exists to ensure the safety and security of all people in our city by providing responsive and professional police services with compassion and concern. Our mission is accomplished within the moral and legal standards of our community, through a problem-solving partnership with the community and members of the department. We are a community-oriented department committed to: high quality services, innovative leadership, and problem prevention through highly trained and professional employees in modern facilities using the latest technology.

Santa Ana College

initial _____

The mission of Santa Ana College is to be a leader and partner in meeting the intellectual, cultural, technological, workforce and economic development needs of our diverse community. To create change, we deliver information about school services and higher education through parent engagement in the name of hope and progress for the children of our community. We believe that understanding the education system and the role it plays will change lives. In close partnership with the University of California, Irvine and California State University, Fullerton, we are committed to ensuring that all students in this community are academically prepared to enter and succeed in college.

KidWorks Community Development Corporation

initial _____

The mission of KidWorks is to restore at-risk neighborhoods one life at a time. KidWorks' vision is to transform challenged neighborhoods within central Santa Ana, California by building on the strengths and potential in the community through education, character formation and personal development. To create change and achieve KidWorks' intended impact it is imperative to: 1) Create a continuum of children and youth programs from cradle to career, which focuses on academic achievement and character development, supported by a parallel parent program, and imbedded within community partnerships with the schools, social service providers, city agencies, and health care providers; 2) Develop the culture of civic engagement so that students and parents participate in the community's transformation, with the intent that this engagement will continue beyond their time in educational programs; 3) Evaluate program outcomes and utilize findings to improve and refine programs mid-course; and 4) Cultivate a culture of success rooted in passion, accountability, leadership and teamwork.

Our TOC aligns with that of the SAPN TOC closely through the belief that children and

youth must be served throughout their educational careers, with both academic and leadership opportunities that are enhanced by working with community partners, including parents. We also greatly value the continual use of data to inform program improvement efforts.

Latino Health Access

initial _____

Latino Health Access (LHA) is a non-profit, 501(c)(3) organization established in 1993, created to assist with the multiple health needs of Latinos in Orange County. LHA programs promote the improvement on quality of life and health for uninsured and under-served families; this goal is achieved through quality preventive services and educational programs, with emphasis in full participation of individuals in decisions affecting their health. We believe that our families, beyond their needs, have many talents and assets that can be used to improve their personal and community life. We have developed nearly all of our programs based on needs expressed directly by community members. Inclusion and true community partnerships are cornerstones of our work.

The Kennedy Commission

initial _____

The Kennedy Commission is a non-profit organization dedicated to developing solutions to Orange County, California's housing needs. Through advocacy, policy development, and community collaboration, we strive to increase housing opportunities for all Orange County residents. We believe in working for systemic change resulting in the production of affordable homes for Orange County's extremely low-income families.

The Kennedy Commission is a collaborative of community members that advocates for the production of homes for Orange County families earning less than \$20,000 annually. We strive to develop solutions to housing needs, affirm the dignity of families with low and extremely low-incomes and to unite communities across Orange County to support the development of homes


that are affordable to all residents.

California Emerging Technology Fund (CETF)

initial _____

CETF provides leadership statewide to close the "Digital Divide" by accelerating the deployment and adoption of broadband to unserved and underserved communities and populations. We want to ensure that California is a global leader in the availability and use of broadband technology. This will be accomplished by making investments in programs and projects to improve access, affordability, applications, accessibility and assistance to broadband. We believe in actively supporting urban poor and disadvantaged communities that lack the computers and affordable connections to the Internet with relevant applications. CETF in collaboration with The Childrens Partnership developed the School2Home program. This is a comprehensive middle school technology program that ensures parents, teachers and students leverage access to broadband technologies in order to help close the digital divide and the achievement gap.

By signing below, each agency agrees to the above commitments established by this Memorandum of Understanding:

	
Agency: <u>Santa Ana Unified School District</u>	Date: _____
Name of Authorized Representative: <u>Dr. Thelma Meléndez</u>	
Title: <u>Superintendent</u>	Signature: _____
Name of Authorized Representative: <u>Patrick Yrarrázaval-Correa</u>	
Title: <u>Principal of Valley High School</u>	Signature: _____
Name of Authorized Representative: <u>Lillian Barrueto-Soto</u>	

Title: Principal of Spurgeon Intermediate **Signature:** _____

Name of Authorized Representative: Damaris Molina

Title: Principal of Lincoln Elementary **Signature:** _____

Name of Authorized Representative: Paulina Jacobs

Title: Principal of Monte Vista Elementary **Signature:** _____

Agency: THINK Together **Date:** _____

Name of Authorized Representative: Randy Barth

Title: CEO **Signature:** _____



Agency: Children and Families Commission of Orange County **Date:** _____

Name of Authorized Representative: Michael Ruane

Title: Executive Director **Signature:** _____

Agency: The California Endowment **Date:** _____

Name of Authorized Representative: Dr. Robert Ross

Title: President/CEO **Signature:** _____



Agency: City of Santa Ana **Date:** _____

Name of Authorized Representative: Paul M. Walters

Title: City Manager **Signature:** _____





Agency: City of Santa Ana Police Department Date: _____

Name of Authorized Representative: Carlos Rojas

Title: Deputy Chief Signature: _____



Agency: Santa Ana College Date: _____

Name of Authorized Representative: Dr. Erlinda Martinez

Title: President Signature: _____



Agency: KidWorks Community Development Corporation Date: _____

Name of Authorized Representative: Ava Steaffens

Title: President/CEO Signature: _____



Agency: Latino Health Access Date: _____

Name of Authorized Representative: Dr. America Bracho

Title: Executive Director Signature: _____



Agency: The Kennedy Commission Date: _____

Name of Authorized Representative: Cesar Covarrubias

Title: Executive Director Signature: _____



Agency: California Emerging Technology Fund **Date:** _____

Name of Authorized Representative: Agustin Urgiles

Title: Director of Education Applications **Signature:** _____

AGENDA ITEM BACKUP SHEET
September 13, 2011

Board Meeting

TITLE: Approval of District's Unaudited Actuals for 2010-11 School Year

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services

PREPARED BY: Christeen Betz, Director, Accounting

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the District's Unaudited Actuals for 2010-11 school year in compliance with Education Code Section 42100.

RATIONALE:

Education Code Section 42100 requires the governing board of each school district to approve, on or before September 15, an annual statement of all receipts and expenditures of the District for the preceding fiscal year.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the District's Unaudited Actuals for 2010-11 school year.

 MB:mm

AGENDA ITEM BACK-UP SHEET

September 13, 2011

Board Meeting

TITLE: Authorization to Award Contract for District Legal Services for Human Resources

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for District legal services in the area of Human Resources.

RATIONALE:

At the June 14, 2011 meeting, the Board authorized staff to obtain Request for Proposals (RFP) for District legal services in the area of Human Resources.

In accordance with established District practice, the Request for Proposals were advertised, in the *Orange County Register*. Seventeen firms received the RFP and eleven firms responded.

Proposals were evaluated by staff analyzing both costs and the ability of the firm to service the Districts' needs.

The top four firms were interviewed by a panel of District staff, a legal counsel representative of Alliance of Schools for Cooperative Insurance Programs (ASCIP), and an Education Legal Services representative with the Orange County Department of Education, as well as three District staff members. Finally, the top three firms were interviewed by three Cabinet members.

Shown in the table below are the firms that submitted proposals, indicating the initial ranking as well as the rankings of the panel and cabinet level interviews respectively.

Firm Name	Ranking Based on Initial Screening	Panel Interview Ranking	Final Interview Ranking
Law Offices of Eric Bathen	1	1	Recommend
Fagen, Friedman & Fulfrost, LLP	2	2	Recommend
Atkinson, Andelson, Loya Rudd & Romo	3	3	Recommend
Liebert Cassidy Whitmore	4	4	
Burke, Williams & Sorensen, LLP	5		
Law Firm of Margaret A. Chidester	6		
Parker & Covert, LLP	7		
Ruiz & Sperow, LLP	8		
Best Best & Krieger, LLP	9		
Albright, Yee & Schmit, LLP	10		
Jackson, DeMarco, Tidus & Peckenpaugh	11		

Based on the current needs of the District, the panel and Cabinet members are of an opinion that District would be better served by establishing a short list of firms which provides Staff the flexibility to refer cases to the firm best able to provide maximum service levels on a case by case basis.

FUNDING:

General Fund

RECOMMENDATION:

Authorize staff to establish a short list and award contracts for District legal services in the area of Human Resources to three firms: Atkinson, Andelson, Loya, Ruud and Romo; Fagan, Friedman and Fulfroost and The Law offices of Eric Bathen, pursuant to RFP #37-11.

MB:mm 

AGENDA ITEM BACKUP SHEET
September 13, 2011

Board Meeting

TITLE: Authorization to Award Contracts for Purchase of Custodial Supplies for Warehouse Stock

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Service

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to award contracts for the purchase of custodial supplies for warehouse stock.

RATIONALE:

At the February 22, 2011 meeting, the Board authorized staff to obtain bids for the purchase of custodial supplies for warehouse stock. The bid was advertised, in the *Orange County Register* as legally required. Thirty-five bidders received bid packages, 20 responded. Staff recommends award on an item-by item basis to the lowest responsive, responsible 17 vendors as listed below. Vendor selection is in compliance with Board Policy.

Qualified Bidders	Amount	No. Items Awarded
Pioneer Chemical	\$99,976.70	5
Shamrock	\$56,413.56	7
Graybar	\$17,238.69	6
Gorm	\$15,421.20	6
Unisan	\$11,953.35	1
Gale Supply	\$11,371.83	6
Eco Industries	\$10,521.79	2
Buckeye Cleaning Center	\$4,351.05	2
American Tex-Chem Corp.	\$3,813.00	1
Waxie Sanitary Supply	\$3,706.20	9
Sandler Bros.	\$3,232.50	1
Champion Chemical	\$3,178.63	1
Clean Source	\$2,983.60	2
Grainger	\$2,911.62	5
Continental Chemical	\$2,268.14	1
P & R Paper Supply	\$1,560.18	4
Unisource	\$941.74	1
American Chemical		No Items Awarded
South West School & Office Supply		No Items Awarded
S & G		No Items Awarded

FUNDING:

General Fund: Not to exceed \$300,000 annually

RECOMMENDATION:

Authorize staff to award contracts for the purchase of custodial supplies for warehouse stock, in the amount not to exceed \$300,000 renewable for up to three years, pursuant to Bid #32-11.

 MB:mm

Board Meeting

TITLE: Approval to Amend Lease and Joint Use Agreement for Neal Machander Tennis Center With City of Santa Ana

ITEM: Action

SUBMITTED BY: Joe Dixon, Assistant Superintendent, Facilities & Governmental Relations

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to amend the Lease and Joint Use Agreement with the City of Santa Ana. The District originally entered a long-term lease agreement on October 4, 1971 for the use of the property formerly known as "Waterworks Parksite" and now commonly known as the "Neal Machander Tennis Center" for use as a tennis court facility. The Santa Ana City Council approved the Lease and Joint Use Agreement for Neal Machander Tennis Center on September 6, 2011.

RATIONALE:

Education Code 109000 and 109500 authorizes the District to cooperate with the City in promoting and preserving the health and general welfare of the people of the state and to cultivate the development of good citizens by providing for adequate programs of community recreation for children and adults.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the amendment to the Lease and Joint Use Agreement for Neal Machander Tennis Center with the City of Santa Ana.

LEASE AND JOINT USE AGREEMENT
[“Neal Machander Tennis Center”]
BETWEEN THE CITY OF SANTA ANA
AND
THE SANTA ANA UNIFIED SCHOOL DISTRICT

This Lease and Joint Use Agreement (“Agreement”) is made and entered into this __ day of _____, 2011, by and between the City of Santa Ana, a charter city and municipal corporation, duly organized and existing under the constitution and laws of the State of California, herein referred to as “Landlord” or “City” and the Santa Ana Unified School District herein referred to as “Tenant” or “District.”

RECITALS

- A. On October 4, 1971, the City and District entered into long term lease agreement for the use of the property formerly known as the “Waterworks Park Site,” and now commonly known as the “Neal Machander Tennis Center,” for use as a Tennis Court facility. A graphical description of said property is attached hereto as Exhibit 1.
- B. On the same date, October 4, 1971, the City and District entered into long term lease agreement for the use of the property formerly known as “McKinley Elementary School” and now commonly known as “Angel Park.”
- C. Both the Angel Park and Neal Machander Tennis Center leases were drafted and intended to be mutually dependent on each other.
- D. Prior to this Agreement, the City and District cooperated in the construction, maintenance, operation and use of the Tennis Court facility at the Neal Machander Tennis Center.
- E. *Education Code* §§ 10900, *et seq.* and *Education Code* §10905, specifically, authorizes the District to cooperate with the City to carry out its purposes in promoting and preserving the health and general welfare of the people of the state and to cultivate the development of good citizenship by providing for adequate programs of community recreation for children and adults. These Education Code sections authorize the District to enter into agreements and to do any and all things necessary or convenient to aid and cooperate in carrying out that purpose.
- F. Pursuant to its Charter, the City is authorized to convey and lease real property and to enter into cooperative agreements that further the interests of the City.
- G. This Agreement is intended to continue the lease in place between the City and District in order for the District to be able to maintain the use of the Neal Machander Tennis Center as a Tennis Facility for use by Students, including

DO NOT RECORD

those students attending Orange County High School of the Arts ("OCHSA"), and the public.

- H. The City and District desire hereby to delineate their respective rights and duties regarding use, maintenance, and operation of the Neal Machander Tennis Center.

NOW, THEREFORE, the City and the District hereby agree as follows:

AGREEMENT

1. **Premises and Use.** Landlord owns the real property located at the corner of First Street and Flower, Santa Ana, California and commonly known as **Neal Machander Tennis Center** (the "Premises" or "Joint Use Property"). Landlord hereby leases to Tenant the Premises for continued use as a Tennis Facility. Landlord and Tenant intend that the Premises remain subject to Joint Use as specifically described herein. Tenant hereby accepts the Premises in their condition existing as of the Commencement Date of this Agreement.

2. **Definitions:** The following definitions shall apply to the terms as used in this Agreement:

- A. "Premises" or "Joint Use Property" shall mean that certain real property and improvements described in Exhibit 1 attached hereto.
- B. "Joint Use Facilities" shall mean the tennis courts currently on the Joint Use Property including but not limited to the: public restrooms and parking lot. A graphical depiction of the Joint Use Facilities is attached hereto as Exhibit 1. The Joint Use Facilities specifically excludes that portion of the Premises identified as the Reservoir Service Area in Exhibit 1.
- C. "Technical Advisory Committee" shall mean that certain committee created and appointed by the City Manager of the City and the Superintendent of the District pursuant to the Joint Use Agreement between the parties pertaining to Godinez High School at Centennial Park. The Technical Advisory Committee shall be responsible for resolving conflicts in scheduling of the Joint Use Property or other implementing provisions of this Agreement at the Waterworks Parksite.
- D. "Regular School Hours" shall mean 6:00 am through 6:00 pm, Monday through Friday (excluding state and national holiday observed by the District) unless changed by agreement of the parties.
- E. "District Time" shall mean the time during Regular School Hours, when the District shall have the right to schedule use of the Joint Use Facilities for the District and others, including OCHSA.
- F. "City Time" shall mean those days and hours, outside of Regular School Hours, when the City shall have the right to schedule use of the Joint Use Facilities.

3. **Term.** The term of this Agreement shall be for a period of ten (10) years with an option to extend the term of the lease upon providing written notice within six (6) months of expiration of lease. Tenant shall have the right to exercise its option to renew the lease for two (2) additional ten (10) year terms. Upon expiration of the lease period, the lease will become a month-to-month lease.

4. **Consideration.** No money exchange is required. The Consideration for this lease is execution of the lease entered into this same date between these same parties for use of the City's property known as *Angel Park*. Said leases are contingent on the other lease being in effect. If either lease is terminated, for any reason, both leases shall be deemed terminated.

5. **District Priority.** District shall have the right, without prior consent of the City, to schedule use of the Joint Use Facilities during Regular School Hours for both the regular school year and any summer school. In the event that the District desires to use or schedule use of the Joint Use Facilities outside of Regular School Hours, it agrees that it will reserve the Joint Use Facilities ahead of schedule.

6. **City Priority.** City shall have the right at its discretion to schedule activities at the Joint Use Facilities, without prior consent of the District, provided (1) that the times are not in conflict with District Time or (2) activities previously approved by the Technical Advisory Committee. City regulations shall be in effect for purposes of any public usage of the tennis facilities.

7. **Scheduling Conflicts.** In the event that a scheduling conflict arises and the District requires use of the facilities during City Time, the District agrees that it will provide a reasonable relocation site for use by the City.

8. **Supervision.** The District will be responsible for managing the Joint Use Facilities during Regular School Hours and other District Times. Likewise, the City will be responsible for managing the Joint Use Facilities during City Time. The City shall provide a level of supervision and security commensurate with that provided at City-owned facilities at all times while using the Joint Use Facilities.

9. **Conflict Resolution.** In the event of any conflict with respect to the scheduling of the Joint Use Facilities, or any other implementing provisions in this Agreement, the Technical Advisory Committee shall be consulted to resolve the dispute.

10. **Non Recording.** Neither party shall record this Agreement.

11. **Authority to Seek Grant Funding.** The parties agree that Tenant shall have the right to seek grant funding for future projects and rely on its use and lease of the Neal Machander Tennis Center property as a basis for applying for grant funding.

12. **Maintenance and Repair.** During Regular School Hours for both the regular school year and any summer school, the Tenant shall, at its sole cost and expense, maintain and repair

the Premises including, but not limited to, the removal of all trash, debris, graffiti, as well as janitorial services and any necessary special intensive cleaning. If Tenant causes any damage to the Premises, to the Premises or to access roadways or other nearby facilities, it shall properly repair same as specified by Landlord. All court, landscape, irrigation and structural repairs are the responsibility of the District. The District further agrees that it will perform all deferred maintenance, including, but not limited to, resurfacing of the Tennis Courts.

13. Utilities.

(a) Landlord shall pay for all electricity and water services furnished to the Premises for the use, operation and maintenance of Tenant's premises during the Term of this Agreement, or any extension thereof, and for the removal of trash from the Premises during the Term of this Agreement, or any extension thereof.

(b) Tenant shall have the right to improve the present electrical and telecommunication cabling and outlets and any other such infrastructure that would reasonably be associated with Tenant's intended use of the Premises, all at Tenant's sole cost and expense.

14. Indemnity.

(a) District shall defend, indemnify and save and hold harmless City, its officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses, costs (including without limitation costs and fees of litigation of any nature) arising out of or in connection with District's performance of this Agreement or District's failure to comply with any of District's obligations contained in the Agreement caused by District, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of City. In the event City is named as codefendant, District shall notify City of such fact and shall represent City in such legal action unless City undertakes to represent itself as codefendant in such legal action, in which case City shall bear its own litigation costs, expenses and attorney's fees.

(b) City shall defend, indemnify and save and hold harmless District, its officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses, costs (including without limitation costs and fees of litigation of any nature) arising out of or in connection with City's performance of this Agreement or City's failure to comply with any of City's obligations contained in the Agreement caused by City, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of District. In the event District is named as codefendant, City shall notify District of such fact and shall represent District in such legal action unless District undertakes to represent itself as codefendant in such legal action, in which event District shall bear its own litigation costs, expenses and attorney's fees.

15. Insurance. Both the City and the District shall maintain, for the period covered by this Agreement, at their own respective costs, their own respective policy or policies of general liability insurance and property insurance. Each party waives subrogation of its insurance coverage for the other entity. Self-insurance authorized by state law and/or maintained by the

City or the District in the regular course of business for its other activities shall satisfy this requirement.

16. **Assignment.** District shall not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, or encumber this lease or any interest therein, and shall not sublet said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants, and invitees of District and OCHSA excepted) to occupy or use said Premises, or any portion thereof, without the prior written consent of the City.

17. **Construction, Removal and Modification of the Leased Premises.** The District shall first seek written authorization from City to modify, demolish or otherwise alter the improvements on the Leased Premises, or to add any new structures or improvements to the Leased Premises.

18. **Termination.** In the event of any damage, destruction or condemnation of the Premises, which renders the Premises unusable or inoperable in Tenant's judgment, Tenant shall have the right, but not the obligation, to terminate the Agreement with respect to the subject Premises by giving written notice to Landlord within thirty (30) days after such damage, destruction or condemnation. If by virtue of such casualty or condemnation, Tenant determines that the Premises is no longer adequate for Tenant to continue its operations, or any repairs to the Premises have not been completed or cannot reasonably be completed within sixty (60) days from the date of the damage, destruction or condemnation. This Agreement will become null and void.

In the event of condemnation, unless Tenant is allowed by the condemning authority to continue its operations in the Premises, this Agreement shall terminate as of the date title to the Premises vests in the condemning authority or Tenant is required to cease its operations, whichever is earlier. If any property described herein or hereinafter added hereto is taken in eminent domain, the entire award shall be paid to Landlord.

19. **Notices.** All notices, statements, demands, requests, consents, approvals, authorizations, appointments, or designations hereunder by either party to the other shall be in writing and shall be deemed given and served upon the other party, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed as follows:

If to CITY:

City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
Attn: Clerk of the Council

And

City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988

Santa Ana, CA 92702
Attn: City Attorney

If to DISTRICT:

Santa Ana Unified School District
1601 E. Chestnut
Santa Ana, CA 92701

Attn.: Joe Dixon, Assistant Superintendent, Facilities & Governmental Relations

20. **Incorporation of Recitals and Exhibits.** All of the recitals and exhibits set forth in or attached to this Lease are by this reference incorporated in and made a part of this Lease.

21. **Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments hereto.

22. **Governing Law.** This Lease shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

23. **Entire Agreement.** This Lease contains the entire understanding of the parties and supersedes any and all other written or oral understanding. No alteration of or amendment to this Lease shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

24. **Captions.** Any captions or headings to the Sections and subsections in this Lease are solely for the convenience of the parties hereto, are not a part of this Lease, and shall not be used for the interpretation or determination of validity of this Lease or any provision hereof.

25. **Severability.** If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

26. **Further Assurances.** Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Lease including the providing of estoppel certificates.

27. **No Waiver.** Any waiver, consent or approval by either party of any breach, default or event of default of any provision, condition or covenant of this Lease must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Lease. Any failure or delay on the part of either party in exercising any power, right or privilege under this Lease shall not operate as a waiver thereof,

nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

28. **Rights and Remedies.** No right or remedy conferred by any of the specific provisions of this Lease is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers the day, month and year first written above.

The "District"
Santa Ana Unified School District,
a political subdivision of the State of
California

The "City"
City of Santa Ana
A Charter City

By: _____
Superintendent

By: _____
Paul M. Walters
Interim City Manager

By: _____
President of the Board

Attest:

Attest:

By: _____
Clerk of the Board

By: _____
Maria D. Huizar
Clerk of the Council

Approved as to Form

Joseph Straka
Interim City Attorney

By: _____
José Sandoval
Chief Assistant City Attorney

Board Meeting

TITLE: **Approval of Memorandum of Understanding With Orange County High School of the Arts for Usage of Neal Machander Tennis Center**

ITEM: **Action**

SUBMITTED BY: **Joe Dixon, Assistant Superintendent, Facilities & Governmental Relations**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Memorandum of Understanding (MOU) with the Orange County High School of the Arts (OCHSA) to use the Neal Machander Tennis Center at Santa Ana High School.

RATIONALE:

The purpose of this MOU is to allow the students from OCHSA access to the tennis courts during the school year. The MOU outlines guidelines to be followed by authorized OCHSA staff relating to the access and use of the tennis courts. This MOU is contingent upon the approval of the Lease and Joint Use Agreement between the District and the City of Santa Ana for the Neal Machander Tennis Center. The term for this MOU is from September 13, 2011 – June 30, 2021.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Memorandum of Understanding with Orange County High School of the Arts for the use of Neal Machander Tennis for the term of September 13, 2011 – June 30, 2021.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN SANTA ANA UNIFIED SCHOOL DISTRICT
AND ORANGE COUNTY HIGH SCHOOL OF THE ARTS
(NEAL MACHANDER TENNIS CENTER)**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is approved and entered into as of this ____ day of September _____, 2011 ("Effective Date"), by and between the **SANTA ANA UNIFIED SCHOOL DISTRICT**, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (the "District") and **ORANGE COUNTY HIGH SCHOOL OF THE ARTS** a 501(c)(3) non-profit organization- ("OCHSA").

RECITALS

WHEREAS, District and the City of Santa Ana ("City") have entered into a Lease and Joint Use Agreement ("Lease Agreement") whereby the District leases certain real property from the City, known as the Neal Machander Tennis Center, which includes tennis courts and related facilities as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, DISTRICT is willing to grant to OCHSA a license for the use of the tennis courts and adjacent public restrooms and parking lot facilities on the Property designated in Exhibit "A" ("Facilities") in accordance with the terms and conditions of this MOU; and

WHEREAS, the parties desire by this MOU to provide for the terms and conditions for the use of the Facilities.

AGREEMENT

NOW, THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. Grant of License and Use of Facilities. District grants a non-exclusive license to OCHSA to use the Facilities for the limited purposes of conducting OCHSA's tennis lessons, classes and matches ("Program").

Section 2. Term. Subject to Section 6 of this MOU, the term of this MOU shall be from the Effective Date of this MOU through June 30, 2021 ("Term"), unless mutually extended in writing by both parties. Either party may, in its sole discretion, terminate this MOU for any or no reason, upon thirty (30) days written notice to the other party at the address set forth herein. Upon the expiration or termination of this MOU, at any time or upon any grounds provided herein, OCHSA shall immediately vacate the Facilities, and if requested by the District, restore the Facilities to its condition as of the Effective Date, at the sole and exclusive cost of OCHSA. This MOU shall terminate automatically if the Lease Agreement between the District and the City terminates or expires.

48 Section 3. Conditions to Use.

49 (a) Maintenance of Facilities. District shall be responsible for routine and major repairs
50 and maintenance. OCHSA shall be responsible for and shall pay for any repairs or replacements of
51 any character whatsoever which are occasioned or are made necessary by reason of the negligence or
52 misuse of the Facilities by OCHSA's employees or invitees. OCHSA shall notify District
53 immediately of any damage caused to the Facilities or unsafe conditions. In the event that OCHSA
54 fails to maintain or repair the Facilities, District may, at District's sole discretion, undertake any
55 maintenance or repair of the Facilities and OCHSA shall reimburse District for the costs of such
56 repairs or maintenance within thirty (30) days of invoice by District.

57 (b) Clean-up of Facilities. OCHSA shall be responsible for the full and complete clean
58 up of the Facilities and any other portion of the Property used by OCHSA at the close of each and
59 every day, leaving it in a comparable state as existed prior to OCHSA's activities. In the event that
60 OCHSA fails to clean up and maintain the Facilities, District may, at District's sole discretion,
61 undertake any clean up or maintenance of the Facilities and OCHSA shall reimburse District for the
62 costs of such clean up or maintenance within thirty (30) days of invoice by District. Additionally,
63 under no circumstances during the term of this MOU shall OCHSA use or cause to be used in the
64 Facilities any hazardous or toxic substances or materials, and under no circumstance during the term
65 of this MOU shall OCHSA store or dispose of any such substances or materials in the Facilities.
66

67 (c) Non-Interference with District Activities. This MOU shall not grant OCHSA the
68 right to interfere with any District activities.

69 (d) Conduct of OCHSA, Employees and Invitees. OCHSA shall insure that all
70 employees, invitees, and all others in attendance will adhere to proper standards of public conduct.
71 There is to be no consumption of intoxicating liquors or other controlled substances, smoking,
72 gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the
73 Facilities.

74 (e) Utilities. District shall be responsible for utilities.

75 (g) Insurance.

76 (i) Public Liability and Property Damage. OCHSA agrees to maintain in
77 full force and effect throughout the duration of the MOU a suitable policy or policies of public
78 liability and property damage insurance, insuring against all bodily injury, property damage,
79 personal injury, and other loss or liability caused by or connected with OCHSA's use of the
80 Facilities under this MOU. Such insurance shall be in amounts not less than \$1,000,000 per
81 occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage.

82 (ii) Automobile Liability. OCHSA also agrees to maintain in full force
83 and effect with regard to any OCHSA owned vehicles which OCHSA brings onto the Facilities a
84 suitable policy or policies of automobile liability insurance with a combined single limit of
85 \$1,000,000 per accident throughout the duration of the MOU.

86 (iii) Workers' Compensation. OCHSA shall also maintain, in full force
87 and effect throughout the term of this MOU, Workers' Compensation insurance in accordance with
88 the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per
89 employee and \$1,000,000 per occurrence.

90 (iv) Notice; Additional Named Insureds. All insurance required under this
91 MOU shall be issued as a primary policy and contain an endorsement requiring thirty (30) days
92 written notice from the insurance company to both parties hereto before cancellation or change in
93 coverage, scope or amount of any policy. District, its directors, officers, agents, employees and
94 consultants, shall be designated as additional named insureds.

95 (v) Insurance Endorsements. Concurrent with the execution of the MOU
96 and prior to any use by OCHSA of the Facilities, OCHSA will provide District with an
97 endorsement(s) verifying such insurance and the terms described herein.

98 (h) Indemnification. OCHSA shall be responsible for, and District shall not be
99 answerable or accountable in any manner for any loss or expense by reason of any damage or injury
100 to person or property, or both, arising out of the acts of OCHSA, its agents, officers, employees,
101 guests or invitees, or resulting from OCHSA's, its agents', officers', employees', guests' or invitees'
102 activities on the Property or from any cause whatsoever arising out of or in connection with this
103 MOU or any other use or operations on the Property. OCHSA shall indemnify and defend District,
104 its directors, officers, agents, employees, and invitees against and will hold and save them and each
105 of them harmless from any and all actions, claims, liens, damages to persons or property, penalties,
106 obligations or liabilities (collectively "Losses") that may be asserted or claimed by any person, firm,
107 association, entity, corporation, political subdivision, or other organization arising out of or in
108 connection with OCHSA's activities on the Property, this MOU, and any other use of and operations
109 on the Property pursuant to this MOU, whether or not there is concurrent passive negligence on the
110 part of District, its agents, employees or officers, except to the extent such Losses are caused by the
111 sole or active negligence or willful misconduct of District, and in connection therewith:
112

113 (i) Actions Filed. OCHSA shall defend any action or actions filed in connection
114 with any of said Losses, for which liability has been assumed pursuant to Section 4(p) above, and
115 will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
116

117 (ii) Judgments Rendered. OCHSA shall promptly pay any judgment rendered
118 against OCHSA or District covering such Losses arising out of or in connection with such use of and
119 operations on the Property referred to herein and agrees to save and hold District harmless
120 therefrom, in accordance with Section 4(h) above.
121

122 (iii) Costs and Expenses; Attorneys' Fees. In the event District is made a party to
123 any action or proceeding filed or prosecuted against OCHSA for such Losses arising out of the use
124 of and operations on the Property referred to herein, in accordance with Section 4(h) above, OCHSA
125 agrees to pay District any and all costs and expenses incurred by them in such action or proceeding
126 together with reasonable attorneys' and expert witness fees.
127

128 The provisions of this Section 4(h) shall survive the termination or expiration of this MOU.
129

130 (i) Scheduling. OCHSA will have access to the Facilities during the times agreed
131 annually between Santa Ana High School and OCHSA ("OCHSA Hours"). OCHSA may request
132 use of the Facilities at other times outside of the OCHSA Hours by submitting a written request to
133 the District at least seven (7) calendar days in advance of the proposed use. District may allow or
134 deny such request at its sole discretion. OCHSA agrees and understands that the City will have

priority over OCHSA during hours that are not specifically designated as District Hours in the Lease Agreement.

(j) Locks - Keying and Access Authorization: The lock style, types of gates, and key/code authorization to be utilized at the Property and Facilities will be coordinated in such a manner as to allow dual access while maintaining the safety and security of property and persons. District shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the Property and Facilities. The District shall provide OCHSA with *three* copies of each key necessary to access the Property and Facilities. DISTRICT may require that OCHSA return keys at any time.

(k) Parking. OCHSA shall be entitled to use the parking areas on the Property during OCHSA Hours subject to the rules established by the District.

(l) Program Costs/Supplies/Equipment. All Program costs, supplies and/or equipment shall be the sole cost and responsibility of OCHSA. Supplies and/or equipment shall remain the sole responsibility of OCHSA and must be removed at no cost to District upon termination of this MOU

(m) Supervision and Safety. OCHSA shall be responsible for supervising/staffing its Program OCHSA shall designate one or more representatives at the Facilities, who shall be persons of authority in OCHSA's operational structure, and shall ensure that at least one such representative is present and available at the Facilities during all hours of Program operations. OCHSA shall provide the DISTRICT with 24-hour contact information for each such representative.

(n) Alternations/Improvements. OCHSA shall have no right to make any changes, alterations or improvements to the Property or Facilities provided pursuant to this MOU, unless District provides written permission to make such changes, alterations or improvements, which permission may be granted and conditioned in the sole discretion of the District.

Section 4. Compliance With Law. OCHSA shall comply with all laws, ordinances, rules, and regulations applicable to the Facilities, enacted or promulgated by any public or governmental authority or agency, including without limitation District, having jurisdiction over the Facilities. OCHSA shall comply with all laws, ordinances, rules, and regulations applicable to the Program, enacted or promulgated by any public or governmental authority or agency. OCHSA shall be responsible for obtaining and maintaining throughout the Term of the MOU all permits, licenses, approvals from any local, state or federal agency for the use of the Property and Facilities and operation of the Program. If applicable, OCHSA shall comply with requirements of state law regarding fingerprinting and background checks as set forth in Education Code section 45125.1 or other applicable Code sections, and provide District with copies of any documentation associated therewith. All compliance shall be at the sole cost of OCHSA.

Section 5. Revocation/Termination. Notwithstanding anything to the contrary in this MOU, whether express or implied, during the Term, this MOU shall be revocable by District at any time upon thirty (30) calendar days written notice, in the event District decides, in its sole discretion, that either (1) District requires the exclusive use of the Facilities; (2) OCHSA's use of the Facilities is inconsistent with District's use of the Property; or (3) OCHSA's use of the Facilities is in violation of any provision of this MOU. The District may terminate the MOU immediately if the District determines, in its sole discretion, that an unsafe or dangerous condition exists.

177
178 Section 6. Legal Interpretation of Instrument. The parties expressly understand and
179 agree that this MOU constitutes a non-exclusive license for use of the Facilities. This MOU is not
180 intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other
181 interest in real property. Should either party be compelled to institute arbitration, legal, or other
182 proceedings against the other for or on account of the other party's failure or refusal to perform or
183 fulfill any of the covenants or conditions of this MOU on its part to be performed or fulfilled, the
184 parties agree that the rules and principles applicable to licenses shall govern such actions or
185 proceedings. This MOU shall be governed by the laws of the State of California. The use of
186 Facilities granted under this MOU is not pursuant to Education Code section 47614 and/or
187 Proposition 39 regulations and is not governed or affected by such.
188

189 Section 7. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or
190 conditions of this MOU, the prevailing party shall be entitled to reasonable attorneys' fees in
191 addition to any other relief to which it may be entitled.
192

193 Section 8. Entire Agreement; Amendment. This MOU constitutes the entire
194 understanding between the parties with respect to the subject matter hereof, superseding all
195 negotiations, prior discussions and preliminary agreements made prior to the date hereof. This MOU
196 may not be changed except in writing executed by both parties.
197

198 Section 9. Notices. Any notice, request, information or other document to be given
199 hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and
200 served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as
201 follows:
202

203
204 If to OCHSA: Orange County High School of the Arts
205 Attention: Michael Ciecek, Assistant Principal
206 1010 N. Main Street
207 Santa Ana, CA 92701
208

209 If to DISTRICT: SANTA ANA UNIFIED SCHOOL DISTRICT
210 Attention: Joe Dixon, Assistant Superintendent - Facilities and
211 Governmental Relations
212 1601 E. Chestnut Ave.
213 Santa Ana, CA 92701
214

215 With a Copy to: ATKINSON, ANDELSON, LOYA, RUUD & ROMO
216 Attention: Terry T. Tao
217 12800 Center Court Drive, Suite 300
218 Cerritos, CA 90703
219

220 Any party may change the address or persons to which notices are to be sent to it by giving the
221 written notice that such change of address or persons to the other parties in the manner provided for
222 giving notice.
223