

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 12, 2017

BOARD MEETING DATE: September 14, 2017

PREPARED BY: Eric Dill, Superintendent

SUBMITTED BY: Eric Dill, Superintendent

SUBJECT: ACCEPTANCE OF DONATION /
TORREY PINES HIGH SCHOOL
BATTING CAGES
– BOARD CORRESPONDENCE

EXECUTIVE SUMMARY

The Board of Trustees will be considering acceptance of a donation from the Torrey Pines High School Foundation for batting cages installed in 2013. The funds for the project were provided by a single donor to the Foundation.

As part of the arrangement for the donation to the Foundation, the Foundation agreed to extend its sponsorship of facilities use within current administrative regulations allowing the foundations to use facilities at no charge to certain baseball clubs affiliated with the donor.

Board members Salazar and Muir have asked for the memorandum of understanding to be made public prior to the Board's consideration of the donation from the Foundation. The amended agreement entered into in 2015 is attached.

RECOMMENDATION:

It is recommended that the Board accept the donation of the Torrey Pines High School batting cages from the Torrey Pines High School Foundation, as shown on the attached report.

FUNDING SOURCE:

Not applicable

Amended and Restated Memorandum of Understanding
Between
Torrey Pines High School Foundation
and
Andrew Singer (Andy Singer)

Whereas, the Civic Center Act makes all school facilities and grounds available for public use when such use does not interfere with school-sponsored activities, and

Whereas, the primary purpose for developing school facilities and grounds is to provided curricular and extra-curricular opportunities for the students of the San Dieguito Union High School District (the District), and

Whereas, the District has adopted regulations for community use of school facilities and grounds, and

Whereas, the IRS limits leases of bond-financed governmental property to nongovernment persons for 200 nonconsecutive days when the facilities are also made available to all members of the general public on the same basis, and

Whereas, Torrey Pines High School Foundation (Foundation) is an official school-connected organization, and

Whereas, the use of the school facilities and grounds is granted to school-connected organizations without charge, except custodial expenses or where required by CIF bylaws, and

Whereas, the District has authorized the Foundation to enter into agreements for use of the Torrey Pines baseball field facilities consistent with the foregoing, and

Whereas, Andy Singer is involved with various organized, non-profit youth sports teams providing supervised recreational activities for teens residing within the school district (each, a Non-Profit Youth Team), and

Whereas, Andy Singer has supported Torrey Pines High School athletics and the Foundation through generous and considerable monetary donations to improve the baseball facilities, and

Whereas, Andy Singer desires to support the Foundation and District and has donated the cost of replacing and improving the batting cage structure and related improvements, including repaving the outdoor basketball courts at Torrey Pines High School, through a generous and considerable monetary donation, and

Whereas, this donation will not only benefit the Non-Profit Youth Teams in which Andy Singer is involved, but also the boys and girls athletic teams of Torrey Pines High School, physical education classes, visiting teams, and other community recreational uses, and

Whereas, the Foundation and the District appreciates the continued support of Andy Singer,

Now, therefore, the Foundation and Andy Singer agree to the following:

The Foundation recognizes the contribution of Andy Singer and applies the funds to the Foundation in advance of facility use charges Non-Profit Youth Teams would otherwise incur in its use of Torrey Pines High School (TPHS) grounds. Use by the Non-Profit Youth Teams is estimated at 110 days per year.

The Foundation recognizes the support and acknowledges that its funds are collected for the sole purpose of supporting the students and programs of TPHS.

The Foundation and Andy Singer agree to the following:

- Use of the TPHS baseball field facilities (including the varsity baseball field and the batting cages) will be granted at no charge from and after the date hereof until August 31, 2019.
- Andy Singer shall designate Non-Profit Youth Team(s) to use the TPHS baseball field facilities for a period of time expiring no later than August 31, 2019. Andy Singer shall cause the Non-Profit Baseball Teams to execute a Memorandum of Understanding with the Foundation in substantially the form of Exhibit A attached to this Memorandum of Understanding. Prior to the end of any such period such Non-Profit Youth Team is entitled to use the facilities, Andy Singer shall either (x) notify the Foundation if the same Non-Profit Youth Teams shall have the right to use the TPHS baseball field facilities and, if so, the duration of such team's continued use or (y) designate different Non-Profit Youth Team(s) to use such facility and notify the Foundation of the duration of such other teams' use.
- Custodial charges or extra support by grounds personnel will be at the rates in effect at the time of the facility use, if applicable.
- Use of facilities or grounds other than the baseball field facilities will be subject to the rates in effect at the time of the facility use.

Andy Singer will cause the Non-Profit Youth Teams to schedule all facility use dates through the Foundation and to meet all other requirements for facility use in effect at the time of facility use (for example: meeting insurance requirement, etc.).

The Foundation and District will make every effort to accommodate the Non-Profit Youth Teams schedule when the baseball field facilities are not in use by the school. The Foundation and District will coordinate with other facility use requestors and Andy Singer when conflicts arise.

Andy Singer will adhere to all policies of the Board of Trustees, administrative regulations, school rules, and the laws of the State of California. Abuse of the facilities or grounds (beyond normal wear and tear), failure to pay appropriate fees, inappropriate conduct, or violation of board policies, administrative regulations, school rules or the law during the use of school facilities or grounds by the Non-Profit Youth Teams, or its employees, volunteers, agents, or participants may be cause for termination of this agreement and/or further use of district properties.

ITEM 20B - Board Correspondance

The credit that is extended by the District to Andy Singer and the Foundation is incidental to the substantial public purpose served by the donation of funds by Andy Singer and the Foundation to the District.

The Foundation, District and Andy Singer are each acting independently from each other in the performance of this agreement. No joint venture is created or intended. None of the Foundation, District or Andy Singer is authorized to make representations, commitments, or contracts on behalf of the other.

This Amended and Restated Memorandum of Understanding supercedes and replaces in its entirety that certain Memorandum of Understanding between the parties hereto dated July 5, 2013, which original Memorandum of Understanding shall be of no further force or effect.

Accepted and agreed to by the parties as indicated below:

Andrew Singer
Bobbi Karlson

Bobbi Karlson, Torrey Pines High School Foundation

Date
5/29/2015

Date