Philosophy, Goals, Objectives and Comprehensive Plans

JOINT USE AGREEMENTS

In order to ensure the efficient use of public resources and increase access to needed services, the Governing Board may enter into an agreement with any public agency, public institution, and/or community organization to use community facilities for school programs or to make school facilities or grounds available for use by those entities. Such an agreement shall be based on an assessment of student and community needs and may be designed to increase access to spaces for recreation and physical activity, library services, school health centers, preschool programs, child care centers, before- or after-school programs, or other programs that benefit students and the community.

(cf. 1020 - Youth Services)
(cf. 1330 - Use of School Facilities)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5030 - Student Wellness)
(cf. 5141.6 - School Health Services)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6145.2 - Athletic Competition)
(cf. 6163.1 - Library Media Centers)
(cf. 7000 - Concepts and Roles)
(cf. 7131 - Relations with Local Agencies)

When it is determined that joint use of facilities is in the best interest of the district and community, the Superintendent or designee shall identify a potential partner agency, institution, or organization. He/she shall involve that partner, appropriate district and school staff, and community members in establishing planning processes, goals and priorities for joint use, locations where programs or facilities are most needed, and protocols for ongoing communication and coordination between the partners.

(cf. 1220 - Citizen Advisory Committees)

The Superintendent or designee shall work with the partner agency, institution, or organization to develop a written site-specific joint use agreement that delineates the terms and conditions for joint use of the district or community facilities and the responsibilities of all parties. As appropriate, the agreement may address:

1. The underlying philosophy or reasons for entering into the joint use agreement
2. The specific district or community facilities or grounds that will be made available to the other party and areas that will be restricted
3. Priorities for use of the property
JOINT USE AGREEMENTS

4. Hours that the property will be available for use by the district, the partner, or other parties

5. Projected capital costs, if any, and operating costs
   (cf. 7110 - Facilities Master Plan)
   (cf. 7150 - Site Selection and Development)
   (cf. 7210 - Facilities Financing)

6. Resources to be allocated by the district and the partner
   (cf. 3100 - Budget)

7. Rental or other fees, if any, to be charged to either party or third parties using the facilities

8. Responsibilities for management, scheduling, maintenance, on-site supervision, accounting, and other operations

9. Procedures and timelines for requesting use of the facilities

10. Code of conduct for users of the facilities and consequences for violations of the code
    (cf. 3513.3 - Tobacco-Free Schools)
    (cf. 3515.2 - Disruptions)
    (cf. 5131 - Conduct)
    (cf. 5131.5 - Vandalism and Graffiti)

11. Provision for regular inspection and notification of damage, as well as restitution and repair of property
    (cf. 3515.4 - Recovery for Property Loss or Damage)
    (cf. 3517 - Facilities Inspection)

12. Safety and security measures
    (cf. 0450 - Comprehensive School Safety Plan)
    (cf. 3515 - Campus Security)
    (cf. 3516 - Emergencies and Disaster Preparedness Plan)
    (cf. 5142 - Safety)

13. Liability, insurance, and risk management issues
    (cf. 3320 - Claims and Actions Against the District)
    (cf. 3530 - Risk Management/Insurance)
    (cf. 9260 - Legal Protection)
JOINT USE AGREEMENTS

14. Duration of the agreement, process for amending the agreement, and the bases for cancelling or terminating the agreement before the expiration date

15. Process for resolving disputes regarding any aspect of the agreement

16. How any equipment purchased or other investments made through the agreement will be disposed of at the termination of the agreement

The agreement shall be reviewed by legal counsel and approved by the Board.

The Superintendent or designee shall provide regular reports to the Board regarding progress toward project goals, including, but not limited to, levels of participation in joint use programs held at school or community facilities, feedback from program participants, and any report of damage to property or harm to individuals resulting from the joint use. As needed, the Superintendent or designee shall recommend amendments to the joint use agreement.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE
8482-8484.6 After School Education and Safety Program
8484.7-8484.9 21st Century Community Learning Centers
10900-10914.5 Community recreation programs
17051-17052 Joint use
17077.40-17077.45 Eligibility for joint use funding
17565-17592 Board duties re property maintenance and control
35200-35214 Liabilities
37220 School holidays; use of facilities when school is closed
38130-38138 Civic Center Act, use of school property for public purposes
44808 Exemption from liability when students not on school property

BUSINESS AND PROFESSIONS CODE
25608 Alcoholic beverages on school premises

GOVERNMENT CODE
814-825.6 Liability of public entities and employees
830-840.6 Liability; dangerous conditions on property
895-895.8 Liability; agreement between public entities
989-991.2 Local public entity insurance

UNITED STATES CODE, TITLE 20
7171-7176 21st Century Community Learning Centers
7905 Equal access to public facilities

Management Resources:

CSBA PUBLICATIONS
Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, rev. February 2010

NATIONAL POLICY AND LEGAL ANALYSIS NETWORK TO PREVENT CHILDHOOD OBESITY PUBLICATIONS
JOINT USE AGREEMENTS

Model California Joint Use Agreements
Liability for Use of School Property After Hours: An Overview of California Law, July 2009
Checklist for Developing Joint Use Agreements, March 2009
PUBLIC HEALTH LAW AND POLICY PUBLICATIONS
Opening School Grounds to the Community After Hours: A Toolkit for Increasing Physical Activity
Through Joint Use Agreements, 2010
WEB SITES
CSBA: http://www.csba.org
California Project LEAN (Leaders Encouraging Activity and Nutrition): http://www.californiaprojectlean.org
Cities Counties and Schools Partnership: http://www.ccspartnership.org
Joint Use Statewide Task Force: http://www.jointuse.org
National Policy and Legal Analysis Network: http://www.nplan.org