

Joint Use Agreements

01 In order to ensure the efficient use of public resources and increase access to
02 needed services, the Governing Board may enter into an agreement with any
03 public agency, public institution, and/or community organization to use
04 community facilities for school programs or to make school facilities or grounds
05 available for use by those entities. Such an agreement shall be based on an
06 assessment of student and community needs and may be designed to
07 increase access to spaces for recreation and physical activity, library services,
08 school health centers, preschool programs, child care centers, before- or
09 after-school programs, or other programs that benefit students and the
10 community.
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14 (cf. 1330 - Use of School Facilities)
15 (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
16 (cf. 5030 - Student Wellness)
17 (cf. 5141.6 - School Health Services)
18 (cf. 5148 - Child Care and Development)
19 (cf. 5148.2 - Before/After School Programs)
20 (cf. 5148.3 - Preschool/Early Childhood Education)
21 (cf. 6142.7 - Physical Education and Activity)
22 (cf. 6145.2 - Athletic Competition)
23 (cf. 6163.1 - Library Media Centers)
24 (cf. 7000 - Concepts and Roles)
25 (cf. 7131 - Relations with Local Agencies)
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30 When it is determined that joint use of facilities is in the best interest of the
31 District and community, the Superintendent or designee shall identify a
32 potential partner agency, institution, or organization. He/she shall involve that
33 partner, appropriate District and school staff, and community members in
34 establishing planning processes, goals and priorities for joint use, locations
35 where programs or facilities are most needed, and protocols for ongoing
36 communication and coordination between the partners.
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40 (cf. 1220 - Citizen Advisory Committees)
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42 The Superintendent or designee shall work with the partner agency, institution,
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44 or organization to develop a written site-specific joint use agreement that
45 delineates the terms and conditions for joint use of the District or community
46 facilities and the responsibilities of all parties. As appropriate, the agreement
47 may address:
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50 1. The underlying philosophy or reasons for entering into the joint use
51 agreement
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54 2. The specific District or community facilities or grounds that will be made
55 available to the other party and areas that will be restricted
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58 3. Priorities for use of the property
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61 4. Hours that the property will be available for use by the District, the
62 partner, or other parties
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65 5. Projected capital costs, if any, and operating costs
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68 (cf. 7110 - Facilities Master Plan)

69 (cf. 7150 - Site Selection and Development)

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71 (cf. 7210 - Facilities Financing)

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73 6. Resources to be allocated by the District and the partner
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76 (cf. 3100 - Budget)
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79 7. Rental or other fees, if any, to be charged to either party or third
80 parties using the facilities
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83 8. Responsibilities for management, scheduling, maintenance, on-site
84 supervision, accounting, and other operations
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87 9. Procedures and timelines for requesting use of the facilities
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90 10. Code of conduct for users of the facilities and consequences for
91 violations of the code
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89 (cf. 3513.3 - Tobacco-Free Schools)

90 (cf. 3515.2 - Disruptions)

91 (cf. 5131 - Conduct)

92 (cf. 5131.5 - Vandalism and Graffiti)

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

100 (cf. 3517 - Facilities Inspection)

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103 12. Safety and security measures

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105 (cf. 0450 - Comprehensive School Safety Plan)

106 (cf. 3515 - Campus Security)

107 (cf. 3516 - Emergencies and Disaster Preparedness Plan)

108 (cf. 5142 - Safety)

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112 13. Liability, insurance, and risk management issues

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115 (cf. 3320 - Claims and Actions Against the District)

116 (cf. 3530 - Risk Management/Insurance)

117 (cf. 9260 - Legal Protection)

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120 14. Duration of the agreement, process for amending the agreement, and
121 the bases for cancelling or terminating the agreement before the expiration
122 date
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125 15. Process for resolving disputes regarding any aspect of the agreement

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127 16. How any equipment purchased or other investments made through the
128 agreement will be disposed of at the termination of the agreement
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131 The agreement shall be reviewed by legal counsel and approved by the Board.

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133 The Superintendent or designee shall provide regular reports to the Board
134 regarding progress toward project goals, including, but not limited to, levels of
135 participation in joint use programs held at school or community facilities,
136 feedback from program participants, and any report of damage to property or
137 harm to individuals resulting from the joint use. As needed, the Superintendent
138 or designee shall recommend amendments to the joint use agreement.
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142 (cf. 0500 - Accountability)

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147 Legal Reference:

148 EDUCATION CODE

149 8482-8484.6 After School Education and Safety Program

150 8484.7-8484.9 21st Century Community Learning Centers

151 10900-10914.5 Community recreation programs

152 17051-17052 Joint use

153 17077.40-17077.45 Eligibility for joint use funding

154 17565-17592 Board duties re property maintenance and control

155 35200-35214 Liabilities

156 37220 School holidays; use of facilities when school is closed

157 38130-38138 Civic Center Act, use of school property for public purposes

158 44808 Exemption from liability when students not on school property

159 BUSINESS AND PROFESSIONS CODE

160 25608 Alcoholic beverages on school premises

161 GOVERNMENT CODE

162 814-825.6 Liability of public entities and employees

163 830-840.6 Liability; dangerous conditions on property

164 895-895.8 Liability; agreement between public entities

165 989-991.2 Local public entity insurance

166 UNITED STATES CODE, TITLE 20

167 7171-7176 21st Century Community Learning Centers

168 7905 Equal access to public facilities

169

170 Management Resources:

171 CSBA PUBLICATIONS

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

174 Building Healthy Communities: A School Leader's Guide to Collaboration and Community
175 Engagement, 2009

NATIONAL POLICY AND LEGAL ANALYSIS NETWORK TO PREVENT CHILDHOOD

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176	OBESITY PUBLICATIONS
177	Model California Joint Use Agreements
178	Liability for Use of School Property After Hours: An Overview of California Law, July 2009
179	Checklist for Developing Joint Use Agreements, March 2009
180	PUBLIC HEALTH LAW AND POLICY PUBLICATIONS
181	Opening School Grounds to the Community After Hours: A Toolkit for Increasing Physical
182	Activity Through Joint Use Agreements, 2010
183	WEB SITES
184	CSBA: http://www.csba.org
185	California Project LEAN (Leaders Encouraging Activity and Nutrition):
186	http://www.californiaprojectlean.org
187	Cities Counties and Schools Partnership: http://www.ccspartnership.org
188	Joint Use Statewide Task Force: http://www.jointuse.org
189	National Policy and Legal Analysis Network: http://www.nplan.org
190	Public Health Law and Policy: http://www.phlpnet.org
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194	CSBA: 2/10
195	Adopted:
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