

Joint Use Talking Points

Overview of joint use

Joint use agreements offer a way for school districts to open their facilities to community use.

Over 60% of school districts in California have joint use agreements (Center for Cities and Schools, 2008 survey)

Most school districts in San Diego county have board policies about joint use partnerships and agreements (typically in the Facilities and Community Relations sections; SDUSD's is here: <http://www.sandi.net/20451092121146300/site/default.asp>)

Joint use agreements can be formal or informal, but formal agreements offer increased protections for both the facility and the community group using the facility. Since staffing can change over time, personal relationships are not the most secure way to guarantee access to facilities.

A formal joint use agreement is a written agreement between a school district and one or more public or private (nonprofit) entities setting forth the terms and conditions for sharing the use of the district's facilities.

Joint use agreements allow the district to share with another agency the costs and risks associated with opening the property for after-hours use.

Joint use agreements can help prevent problems related to maintenance, operations, liability, ownerships, or cost from arising

Joint use agreements should always clearly articulate each partner's financial, legal, and operational responsibilities.

Because joint use agreements attempt to address specific community needs, they can vary from place to place.

Just as there is no one model joint use agreement, there is no single method to develop an agreement. Successful ones require thought, effort, and cooperation to reach agreement on a range of issues

Issues to consider when developing a JUA: approval from governing entities for concept of JUA, community and school needs, scope of agreement, operation and maintenance, staff and training needs, communication and conflict resolution protocol, costs, risk management and legal issues, term and evaluation of agreement, and ancillary documents (e.g., hours of use, operating rules, insurance documentation, and volunteer agreements) (see NPLAN's *Checklist for Developing a Joint Use Agreement* for comprehensive list of issues, <http://www.nplanonline.org/nplan/products/checklist-developing-joint-use-agreements>).

School districts can minimize their risk of liability by maintaining their property, carrying (and requiring group users to carry) insurance, and entering into formal joint use agreements.

Laws that offer protection from liability claims

Some property owners notice a decrease in vandalism after implementing joint use agreements (Prevention Institute, <http://www.jointuse.org/resources/joint-use-101/>).

When the community shares school resources, they take pride and ownership in the space, which can help deter vandalism.

Experts say most schools' existing liability insurance is sufficient to cover any liability issues associated with joint use. Agreements can identify liability concerns and make sure they are accounted for (Prevention Institute, <http://www.jointuse.org/resources/joint-use-101/>).

California Civic Center Act:

- Purpose is to establish at each school a space for citizens and organizations to engage in activities and recreation.
- Promotes joint use of school facilities for community recreation
- Provides protections to school districts, such as for property damage and liability (PHLP, joint use toolkit, http://www.phlpnet.org/healthy-planning/products/joint_use_toolkit).

California Tort Claims Act:

- Governs all negligence lawsuits brought against local government entities, including school districts.
- Provides strong protections against liability for injuries to people using school property for recreation.
- Limits liability by providing immunities for government entities (National Policy and Legal Analysis Network [NPLAN], <http://www.nplanonline.org/nplan/products/liability-use-school-property-after-hours-overview-california-law>).

Under Tort Claims Act, “hazardous recreational activity” immunity provides strong protection to school districts. California Supreme Court stated: “The legislature had in mind immunizing public entities from liability arising from injuries sustained by member of the public during voluntary unsupervised play on public land, in order to prevent public entities from having to close off their land to such use to limit liability. Such activities may be fairly characterized as recreational” (National Policy and Legal Analysis Network [NPLAN], <http://www.nplanonline.org/nplan/products/liability-use-school-property-after-hours-overview-california-law>).

Most states have “Good Samaritan” statues, which protect citizens from liability if they attempt to help or rescue someone in imminent and serious danger (legislatures want to encourage citizens to assist others in immediate need, so they protect those Good Samaritans from liability).

Other protections:

- state law requires schools to be insured
- state law requires groups using school property to be insured
- schools may share risk through “indemnity clauses” in joint use agreements.

Volunteers and background checks