

Community Relations

JOINT USE AGREEMENTS

BP 1330.1

It is the policy of the Pasadena Unified School District Governing Board to create partnerships between the Pasadena Unified School District and the community. The Board believes the vitality of the district depends on family and community engagement, in that the school serves as the community center of learning. The Board is committed to the establishment and implementation of effective community-school partnerships that enhance the academic outcomes by providing quality services and instructions before, after and during the school day. Pasadena Unified School District seeks to foster partnerships that further the vision, mission, and goals of the District.

The Governing Board encourages schools to pursue partnerships that increase access to academic and non-academic supports such as early learning, leadership and citizenry, fiscal literacy, the arts, social and emotional supports, health, college readiness, tutoring, mentorships, vocational experiences and other areas that link to school and District goals.

The Pasadena Unified School District 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. Services and programs offered in the partnership must be accessible and affordable to students, families, and the school community.

(cf. 1020 – Youth Services)

(cf. 1330 – Use of 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)

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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.

- a) Communication and coordination between the partners. Partnerships must be documented (via civic center or other use of facilities documentation) and have the approval of the principal in the schools in which they serve.
- b) Partnerships must have measurable outcomes related to the mission of Pasadena Unified School District and the goals of the individual school site, which will be monitored through a reporting process and by the sharing of data in accordance with federal and state law to help improve outcomes for students.
- c) All partnership agreements should follow District policies relating to partnerships, including those policies on facility use and student safety.
- d) Pasadena Unified School District Governing Board reserves the right to determine the partnership if it is determined not to demonstrate a substantial positive impact or for other reasons the partnership is determined to be unsatisfactory.

(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;

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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. Provisions for regular inspection and notification fo 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)

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13. Liability, insurance and risk management issues

(cf. 3320 – Claims and Actions against the District)

(cf. 3530 – Risk Management/ Insurance)

(cf. 9260 – Legal Protection)

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 Programs

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 beverage on school premises

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

NATIONAL POLICY AND LEGAL ANALYSIS NETWORK TO PREVENT CHILDHOOD OBESITY PUBLICATIONS

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 Statement Task Force: <http://www.jointuse.org>

National Policy and Legal Analysis Network: <http://www.nplan.org>

Public Health Law and Policy: <http://www.phlpnet.org>

Policy

Adopted: February 14, 2012

PASADENA UNIFIED SCHOOL DISTRICT

Pasadena, California