

## **Community Relations**

In order to ensure the efficient use of public resources and increase access to needed services, the Yolo County Office of Education (“YCOE”) 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. 1330 - Use of School Facilities)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5030 - Student Wellness)

(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 - Extra Curricular and Cocurricular Activities)

When it is determined that joint use of facilities is in the best interest of the YCOE and community, the Yolo County Superintendent of Schools (“Superintendent”) or designee shall identify a potential partner agency, institution, or organization. They 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.

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 YCOE 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 YCOE 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
4. Hours that the property will be available for use by the YCOE, the partner, or other parties
5. Projected capital costs, if any, and operating costs
6. Resources to be allocated by the YCOE and the partner
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. 5131 - Student Conduct)

(cf. 5131.5 - Vandalism, Theft, and Graffiti)

11. Provision for regular inspection and notification of damage, as well as restitution and repair of property
12. Safety and security measures

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5142 - Student Safety)

13. Liability, insurance, and risk management issues
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 Superintendent.

(cf. 0500 - Accountability)

The Superintendent or designee shall provide regular reports to the Yolo County Board of Education (“County Board”) regarding progress toward project goals, including, but not limited to, levels of participation in joint use programs held at YCOE 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.

### **Legal References:**

Education Code, 8482-8484.65, 8484.7-8484.9, 10900-10914.5, 17075-17051.2, 17077.40-17077.45, 17565-17592.5, 35200-35214, 37220, 38130-38139, 44808  
Business and Professions Code, 25608  
Government Code, 814-825.6, 830-840.6, 895-895.8, 989-991.2  
United States Code, Title 20, 7171-7176, 7905

### **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 Statewide 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>

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