



# JOINT USE SCHOOL PARTNERSHIPS IN CALIFORNIA: STRATEGIES TO ENHANCE SCHOOLS AND COMMUNITIES

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*A Joint Report from*  
**Center for Cities & Schools (CC&S)**  
and  
**Public Health Law and Policy (PHLP)**

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*Full report and appendices are available online for download at <http://citiesandschools.berkeley.edu/>*

UC Berkeley’s Center for Cities and Schools (CC&S) bridges the fields of city planning, community development, and education to re-imagine and re-create policies and practices that support the whole life of a learner. The Center’s PLUS Leadership Development Initiative prepares current and future educational, community, and civic leaders in the Bay Area region to develop collaborative, mutually beneficial policies and practices. PLUS aims to facilitate comprehensive systems-level change, rather than simply adding programs to existing institutional and organizational structures. Each PLUS “team” of school district and city leaders has a PLUS Fellow, a UC Berkeley graduate student, working with them. On select issues that are of interest to multiple teams, a Fellow focuses research on a particular topic rather than locale – in this case, joint use school partnerships.

The shared, or “joint” use of school facilities and/or school grounds between school districts and other local entities is a strategy with the potential to:

- Enhance school and community services and amenities,
- improve a local community’s built environment and public health,
- increase interaction between a municipality and its school district(s), and
- address pressing concerns including childhood obesity and efficient use of developed space.

While successful joint use partnerships can be found across California and the country, lack of information, guidance, and best practices keep many localities from pursuing this collaborative strategy. In the fall of 2007, Center for Cities and Schools partnered with Oakland, California-based Public Health Law and Policy (PHLP), an organization focused on providing public health advocates with the tools necessary to improve the built environment, to conduct initial research on joint use school partnerships in California. PHLP’s constituents, namely local public health practitioners across California, expressed their interest in partnering with schools to share resources, but needed assistance on how to go about brokering such partnerships. Similarly, multiple CC&S PLUS teams desire more information on structuring effective joint use partnerships. PLUS Fellow, and co-author of this report, Tamar Cooper, spent six months reviewing related policy and existing research, conducting interviews, and developing case studies that outline how various types of joint use programs are developed, implemented, and maintained. The result of this effort is the following report, providing the reader with an accessible, detailed discussion of joint use. We hope that this report is the first of multiple resources on joint use school partnerships produced in collaboration between CC&S and PHLP.

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School facilities and grounds are integral components of public infrastructure that provide students with space to learn, socialize, and exercise. However, once the school day is over, many school grounds and facilities sit empty during evenings and on weekends. As interest grows in addressing pressing concerns such as childhood obesity, lack of recreation/open space, suburban sprawl, and the need to efficiently use limited public resources, many consider joint use of school facilities as one strategic approach to help address these issues. While developing the partnerships and agreements necessary to offer additional programs and services on school grounds – and in some cases construct new facilities to house them – is not simple, school districts and local jurisdictions throughout California are working together to accommodate school and community needs. This report provides an accessible, detailed discussion of what joint use is, why local entities partner, and how these partnerships are formed and implemented.

Broadly defined, joint use is an agreement between a district and another public or private entity where facilities, land, utilities, or other common elements are shared between two or more parties on site. However, joint use is a flexible term and each locality's concept of it can vary. How joint use is defined or described can have an impact on how a joint use program or facility is funded or administered. Local entities in California pursue joint use partnerships for a variety of reasons including the availability of state-level joint use funding, realizing construction or operational cost savings, and school board philosophy or direction.

There is significant variation across California in how joint use partnerships are implemented. Each community may address a specific local need by sharing resources and responsibilities and creating a unique joint use program and/or facility. This report looks at three joint use case studies:

1. San Francisco Unified School District's partnership with the city to open up existing school yards to the general public on weekends,
2. Garvey Elementary School District's partnership with the City of Rosemead to build two new gymnasiums at existing school sites, and
3. Clovis Unified School District's partnership with a local community college district to construct and operate a child development center.

The cases illustrate how joint use partnerships are created and maintained in different contexts within California.

Drawing from the case studies and existing research, several key lessons emerged:

- Building sustainable and trusting relationships is essential
- Liability concerns are surmountable, and
- Leaders must craft joint use partnerships that address explicit local needs.

We conclude with seven recommended steps to crafting effective joint use partnerships:

1. Identify a local need that a joint use partnership might address,
2. Identify essential joint use partners,
3. Develop a positive, trusting relationship with partners,
4. Build political support,
5. Build a joint use partnership within the context of the local community,
6. Formalize the partnership, and
7. Foster ongoing communication and monitor the progress and impact of the joint use agreement/program.

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## I. INTRODUCTION

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School facilities and grounds are integral components of public infrastructure that provide students with space to learn, socialize, and exercise. However, once the school day is over, many school grounds and facilities sit empty during evenings and on weekends. As interest grows in addressing pressing concerns such as childhood obesity, lack of recreation/open space, suburban sprawl, and the need to efficiently use limited public resources, many consider joint use of school facilities as one strategic approach to help address these issues. While developing the partnerships and agreements necessary to offer additional programs and services on school grounds – and in some cases construct new facilities to house them – is not simple, school districts and local jurisdictions throughout California are working together to accommodate school and community needs.

Building and administering joint use programs and/or facilities is complex work and can take a significant amount of time to implement. These endeavors require detailed planning as well as ongoing administrative oversight, coordination, communication, and cooperation among joint use partners; partners who may have little-to-no history of working together. In addition, because joint use partnerships attempt to address community needs as identified by public entities and/or community groups, joint use facilities and programming can be quite unique from place to place. Joint use partnerships can be formed around sharing school grounds and/or facilities.

Common examples of *programs* include:

- Organized after-school and weekend athletic activities and events for adults and youth,
- Informal, or “open,” public access/use of school grounds and/or facilities,
- Child care,
- Adult/youth education, and
- Community gardens.

Common joint use *facilities/grounds* include:<sup>1</sup>

- Libraries,
- Gymnasiums/other athletic facilities,
- Playgrounds and other outdoor athletic space,
- Classrooms,
- Multi-purpose rooms, and
- Child care facilities.

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<sup>1</sup> We discuss the joint uses eligible for state funding in more detail later in the report.

Research and best practices guidance on forming, implementing, and operating joint use partnerships is limited. A few studies have looked at the history and status of joint use efforts throughout the state and country, surveyed California school districts on incorporating joint use strategies into their schools, and analyzed over-arching strategic practices associated with creating and sustaining joint use partnerships and programming. This report builds on these studies by:

1. Introducing the concept of joint use and providing relevant context and background specific to California,
2. Exploring the question “What is Joint use?” and acknowledging the various ways joint use is conceptualized,
3. Discussing why joint use is implemented by school districts and their partners,
4. Outlining the role of California state policy in supporting joint use school partnerships,
5. Profiling three joint use school partnerships in California to gain a greater understanding of what it takes to establish and implement various types of joint use partnerships and programs,
6. Using the information gathered from research and interviews to offer readers key lessons learned about implementing joint use, and
7. Offering recommendations from the field in the form of “steps” to creating and implementing joint use partnerships.

Our report offers a framework that allows the reader to understand the spectrum of joint use programming that exists and the partnerships that initiate and sustain them. Ultimately, the goal of this report is to build on previous research, identify how and why joint use programming is being supported and implemented at various levels of government, highlight the variation in joint use partnerships and programming in California, and ultimately offer recommendations and lessons learned to those that are considering implementing joint use partnerships and programs. In creating this report we reviewed and analyzed existing research and materials associated with joint use and conducted in-depth interviews with state, school district, and local government joint use experts/practitioners. We purposively do not evaluate the success of joint use partnerships but aim to describe the process and intended goals and outcomes.

### ***Joint Use School Partnerships in the California Context***

California’s population is booming, creating an ever-increasing demand on public resources to provide infrastructure, services, and amenities. Today there are nearly 38 million Californians and by 2050 there will be 60 million (California Department of Finance 2008). As California’s population grows, the state’s public school districts (with

the help of voter approved bonds for school construction) are “building a tremendous amount of new schools to meet enrollment growth demands and to replace worn-out facilities” (Vincent 2008). At the same time, other resources needed to serve Californians are dwindling. State and local budgets are drying up and many of the services and programs they once funded are scaling down or disappearing altogether. At the state level, the governor reported a \$20 billion shortfall for the upcoming fiscal year (Yi 2008), with local governments also seeing their coffers shrink significantly. As land and funding availability continue to disappear, policy makers are looking for opportunities to do more with fewer resources. The shared use, or joint use, of public school facilities is one approach to maximizing public resources to provide local infrastructure, services, and amenities.

Similarly, joint use of school grounds may be an effective strategy toward achieving more efficient land use. California has largely accommodated its increasing population with land use patterns that have sprawled outward, greatly expanding urban/suburban regions. As issues of climate change, congestion, sustainability, and quality of life have recently gained the attention of the public and local, regional, and state governments, many of California’s metropolitan regions are developing more efficient land use and planning strategies. Joint use schools offer an opportunity for multiple uses on single sites.

Schools are often seen as having “natural” joint use possibilities because they are one of our most prevalent public spaces. California’s public schools are overseen by school districts, typically independent public entities with governing and funding structures that are completely separate and distinct from local city and county governments. Still, with approximately 10,000 primary, secondary, and alternative public schools spread among the state’s communities (California Department of Education 2008) schools are a central part of the communities that surround them and occupy a significant amount of real estate. While school site sizes do vary, California’s Department of Education (CDE) recommends site sizes ranging from 9 – 17 acres for elementary schools to 33 – 53 acres for high schools (California Department of Education 2000).

Oftentimes, school grounds and facilities are utilized during school hours but left unoccupied during evenings and weekends. This arguably inefficient use of public space creates an opportunity to better maximize resources in many locales through joint use school partnerships. School districts and other local public entities can work together to increase a community’s access to recreational, educational, community spaces, and programs through school-based joint use partnerships. Joint use partnerships have numerous potential benefits, including:

- cost savings realized by both school districts and local partners,
- increased funding for school districts,
- neighborhood revitalization, and
- increased physical and social activity among students and community members.

Many locales across California and the country have recognized these benefits, seizing the opportunity to implement innovative and sound joint use partnerships. *However, thoughtful and appropriate structuring of these partnerships is essential to success.*

The State of California and its school districts are leading the way in pioneering and supporting joint use school partnerships. For example, state funds have been earmarked to assist local school districts in funding the construction of joint use school facilities throughout California. Yet, with or without state funds, joint use partnerships are increasingly developed in communities across the state. Both existing schools and newly constructed school facilities are providing for public, non-school related use of school property for all sorts of programs and events.

The growing trend in joint use schools is evidenced in a recent survey of California school districts by the Center for Cities and Schools (Vincent 2008). The survey found that nearly sixty percent of responding school districts already incorporate some form of joint use in their schools. The survey also found that many newly opening schools will also have joint use elements; half of the school districts reporting that they were in the process of building new schools responded that they would incorporate some type of joint use facility or site into their new school(s). The most common joint use forms reported included outdoor parks, community/recreation facilities and “other” facilities including libraries, swimming pools, community centers, use agreement with churches, use agreements with another school or community college, and use agreements with city or county program offices.

## II. WHAT IS JOINT USE?

Joint use is a flexible term used to describe sharing in the use, and sometimes in the ownership, of outdoor or indoor spaces. As such, joint use is described in various ways by a number of different entities, as shown in Table 1. These descriptions of joint use all share one essential common element – joint use partnerships allow entities to share access to designated space.

Each locality’s concept of joint use can vary. How it is described – especially by various levels of government – impacts how a joint use program or facility is funded or administered. For instance, the State of California’s Office of Public School Construction (OPSC) uses California Education Code sections 17077.40, 17077.42, and 17077.45 as guides for administering applications requesting State funding for joint use facilities. This means that only joint use gymnasiums, multi-purpose rooms, libraries, teacher education and child-care facilities can receive this type of state funding. Outdoor play facilities are not eligible for these funds. We discuss this in more detail in Section IV: The Role of State Policy in Supporting Joint Use Partnerships in California.

**Table 1: Joint Use Descriptions**

<b>Source</b>	<b>Joint Use Description</b>
<i>Assistant Superintendent, Garvey Elementary School District</i>	Two government entities share access to one piece of property.
<i>Center for Cities and Schools</i>	Two or more public/private entities utilizing one shared resource to achieve goals while saving other resources (such as money or land). An agreement between a district and another public or private entity where facilities, land, utilities or other common elements are shared between two or more parties on site.
<i>Office of Public School Construction</i>	When two public agencies join to construct and/or operate a facility. Joint use strategies involve multiple public agencies and a variety of different funding streams resulting in positive outcomes that extend beyond an immediate project. OPSC explicitly recognizes two approaches to joint use for school districts: new facilities and existing facilities. Ultimately, the city and the district agree to a shared use of facilities and active areas.
<i>California Association of School Business Officials</i>	A binding and specific agreement between the (school) district and another entity, be it private or public. In such an agreement hours of use and responsibilities for maintenance are shared and clearly enumerated. Another significant difference between joint use agreements (and) the Civic Center Act is that joint use agreements may mean the difference between whether or not a facility is constructed. As the name implies, joint use agreements involve mutual effort and mutual benefit between the school district and one or more agencies. (Example: School district provides land, city provides construction funding and maintenance)

For the purposes of this report we consider joint use in its broadest sense (similar to the CC&S definition in Table 1) to provide the reader with a broad understanding of what joint use partnerships can be. We use the terms “joint use partner” or “partnership” to refer to the parties participating in a joint use agreement.

**Facility/Program Types:** Schools have traditionally provided services and space beyond the basic school day to surrounding communities (Testa 2000). For more than 200 years, U.S. schools have provided local communities with public assembly spaces as well as space for community programs and services including adult education/recreation programs and after-school/summer recreation programs (Reeve 2000). There are numerous examples of joint use partnerships that illustrate the broad applicability of joint use and the spectrum of joint use programming that exists. Table 2 offers a window into the variety of joint use types.

These joint use categories are not mutually exclusive. Joint use facilities can host joint use programming and one type of joint use may exist alongside other types of joint use on the same site or within the same school district. For instance, a school district may develop joint use programming on existing school grounds with a local recreation and parks department and simultaneously partner with the local county library system to plan, build, and operate a joint use library on school-owned property. In addition, if successful, a new joint use program on school grounds may encourage expanded joint use programming and/or new joint use facilities in the future.

**Administering Joint Use:** There are a number of different ways to administer joint use partnerships and agreements. The variability associated with administering different joint use programs is significant and depends on how the school district and its partner(s) negotiate their roles in a joint use partnership. Depending on a program’s structure, the facilities involved, and the philosophy of the overseeing/responsible body, a joint use program can exist with varying levels of oversight and attention from partners during the planning, operating, and implementation phases. In addition, varying approaches to oversight can exist within the same school district for different joint use programs. The case studies presented in this report illustrate some of the differences in how joint use partnerships are administered.

**Table 2: Joint Use Examples**

Use	Examples
Community event/ programming takes place on school grounds using existing facilities	<p>City sponsored youth and/or adult basketball league uses a school’s gymnasium during non-school hours for league activities</p> <hr/> <p>Weekly farmers' market held on school property</p>
School facilities open to the public during non-school hours	School playgrounds unlocked during non-school hours for general public recreational use
A portion of school property is open for public use during school hours AND non-school hours	<p>A library built on school grounds allows separate student/general public use of the facility (physical design features are employed to keep populations separate during school hours)</p> <hr/> <p>A portion of a school's grounds is used as a community garden, open to the general public</p>
A segment of school site or a facility on school grounds that is jointly funded, owned, and/or programmed by an outside entity	A school district builds a child-care facility on land owned by the local community college district. The facility offers child- care to local community members as well as child care observation and training for both community college and high school students

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### III. WHY JOINT USE?

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During the school day, school facilities/grounds provide students with space designed to support learning (e.g., classrooms, labs, gardens), assembly (e.g., auditoriums, theaters, amphitheaters, multi-purpose rooms), and play (e.g., playgrounds, fields, gymnasiums, athletic facilities). When the school day ends, these facilities may be locked up, inaccessible to both students and other community members. Schools are often conveniently located within communities and serve as “centers of community.” The spaces they already provide would be expensive and inefficient to replicate elsewhere within local communities. When not being used for school purposes, joint use programming is one way of extending the use of school facilities beyond school hours and allowing members of the public the use of facilities.

While the potential benefits of joint use are numerous, joint use partnerships and programs are not simple to implement; they must be thoughtfully crafted. Even the seemingly straight-forward act of unlocking existing school playgrounds on weekends takes time, money, administrative oversight, and political support to plan, fund, and implement. So, why are school districts and their joint use partners taking on the additional responsibilities associated with planning and administering joint use programs? What benefits do they reap? In their survey of California school districts, CC&S found the following top three reasons school districts participate in joint use programs:

**Availability of State-Level Funding:**

OPSC issues grants to public school districts that assist in covering the costs associated with constructing joint use gymnasiums, multi-purpose rooms, child care facilities, libraries, and teacher preparation facilities. This funding is seen by the state as a supplement to encourage joint use projects. By tapping into this joint use funding source, school districts can save up to \$2 million dollars in capital costs. Since 2001, California’s Office of Public School Construction has granted nearly \$190 million to schools to build nearly 250 joint use facilities throughout the state (OPSC 2008).

**Cost Savings:**

In addition to the state level funding opportunities available to California school districts, joint use partners can save money by partnering with other entities. For example, land already owned by a partner may be utilized without having to purchase an additional site. Furthermore, partners may bring funding for capital expenses and/or operating costs. The desired result is that both school districts and partners get more space and/or programming for less cost than if they provided it themselves. In the case of negotiating joint use partnerships with existing school spaces, partners can contribute to the maintenance and upgrading of these spaces.

**School Board Philosophy or Direction:**

Many school districts claim that they pursue joint use partnerships because it is driven by the philosophy held by the district's board; that their buildings are public and therefore should be made available to the community. By supporting joint use as district policy, local school boards create an environment that encourages district staff to pursue joint use partnerships.

Other reasons school districts gave for pursuing joint use projects, facilities, or programs included "supporting neighborhood revitalization," "local individual or group advocates," and "lack of available land" (Vincent 2008).

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## IV. THE ROLE OF STATE POLICY IN SUPPORTING JOINT USE SCHOOL PARTNERSHIPS IN CALIFORNIA

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State law and funding (or lack thereof), play a significant role in supporting (or hindering) joint use school partnerships. California has enacted laws authorizing joint use of schools and provided funding for joint use school projects. This section provides an overview of California’s joint use policy and funding frameworks, including key provisions of the California Education Code and the California Civic Center Act.

### ***California’s Joint Use Policy Framework***

In 1917, the California Legislature enacted the California Civic Center Act, which created a policy foundation for joint use schools. The Act establishes California’s public schools as “civic centers” where

*...the citizens, parent teacher associations, Camp Fire girls, Boy Scout troops, veterans' organizations, farmers' organizations, school-community advisory councils, senior citizens' organizations, clubs, and associations formed for recreational, educational, political, economic, artistic, or moral activities of the public school districts may engage in supervised recreational activities, and where they may meet and discuss, from time to time, as they may desire, any subjects and questions that in their judgment pertain to the educational, political, economic, artistic, and moral interests of the citizens of the communities in which they reside (California Education Code, Section 38131(a)).<sup>2</sup>*

Over time, the Act has been amended to require school boards to establish rules and regulations to encourage the use of school facilities for purposes listed in the Act. The California Education Code (CEC):

- allows districts to charge fees for use not to exceed the direct costs or fair rental value depending on the type of activity;
- requires users to pay for damage to the school’s facilities; and
- allocates liability for injuries occurring during the use of school facilities and allocates the cost of insurance. (California Education Code section 38134.)

Further additions to California’s Education Code (CEC) have created a more concrete policy framework supporting joint use schools:

**Section 17050:** A district may enter into a contract with the county, or other appropriate entity having responsibility for the provision of public library services, in which the district is located for the purpose of operating a joint use library facility at a school site owned by the district.

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<sup>2</sup> California’s community colleges are subject to a similar Civic Center Act: CEC Section 82537-82548

**Section 17051:** A district may enter into an agreement with another governmental entity that includes some or all of the territory of the district for the purpose of the joint use of park and recreation facilities, including an auditorium, or commercial or industrial facilities.

**Section 17052:** The State Allocation Board may fund joint use projects to construct libraries, multipurpose rooms, and gymnasiums on school campuses where these facilities are used jointly for both school and community purposes.

**Section 17060:** A school district may enter into joint venture relationships that result in school facilities construction....

**Section 17077.40:** a) With funds made available for the purposes of this article, the board may provide a grant to fund joint use projects to construct facilities on kindergarten to grade 12, inclusive, school sites. b)(*paraphrased*) A school district may apply to the board for funding under this article for a project where the joint use project is part of an application for new construction or reconfiguration of existing facilities that will result in a multipurpose room, gymnasium, child care facility, library, or teacher education facility.

**Section 17110:** The governing board of a school district may issue for sale revenue bonds to finance the construction of joint occupancy facilities....

**Section 17515:** Any school district may enter into leases and agreements relating to real property and buildings to be used jointly by the district and any private person, firm or corporation pursuant to this article.

**Section 17527:** The governing board of any school district may enter into agreements to make vacant classrooms and other space in operating schools available for rent or lease to other school districts, educational agencies, except private educational institutions....

### ***California's Joint Use Funding Framework***

Beginning in 1996, state dollars have been made available to help fund local joint use school projects. This funding is limited to supporting capital-related expenses for construction and modernization. Funding to support programming in joint use school spaces may come from a variety of sources.

In 1996, Proposition 203 was passed by California voters, authorizing the state to sell \$3 billion in general obligations bonds, to be used to pay for public school construction and "a wide variety of school capital outlay purposes" (California Secretary of State 1996). Up to \$25 million in Prop 203 bond money was allocated to funding joint use projects. This proposition was followed by two more general obligation bonds for public schools: Proposition 47 (in 2002) and Proposition 55 (in 2004). Both of these bond measures

allocated funds to pay for a portion of the construction costs associated with building or modernizing joint use facilities. Continuing the strong run of successful statewide school construction general obligation bonds, Proposition 1D (2006) provided another \$29 million in joint use funding and authorized the transfer of \$21 million more from other bond sources, for a total of \$50 million. In all, nearly \$190 million in state funding has been allocated to fund joint use projects (OPSC 2008). The joint use funding distributed as a result of these funding sources has been given to successful school district applicants to partially fund the construction of their (qualified) joint use facilities. Currently, both the school district and its joint use partner must contribute matching funds.

Pursuant to the CEC, only specific types of joint use facilities qualify for state funding:

- Gymnasiums
- Libraries
- Child care facilities
- Teacher education facilities
- Multi-purpose rooms<sup>3</sup>

Joint use funds derived from these general obligation bonds passed at the state level are limited and, as discussed above, can only pay for a portion of the construction or modernization costs associated with building these facilities. The state's maximum contribution to the construction of a joint use facility is \$1 million for an elementary school project, \$1.5 million for a middle school project, and \$2 million for a high school project. Funding amounts are based on square footage calculations and supplemental grants are available based on specific criteria including the district's geographic location and size. Supplemental funding cannot exceed the capped amounts, but is able to be used to reach them if the square footage apportionment does not climb to the cap.

In addition to this state funding for a portion of the construction costs associated with joint use projects, school districts view other types of funding – namely program funding – as a part of a strategy for implementing joint use projects. For example, in 2002 California voters passed Proposition 49, the After School Grants Program. This initiative required that \$550 million be automatically appropriated toward funding before and after-school programs. “These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment, and safe constructive alternatives for students in kindergarten through ninth grade (K-9)” (California Department of Education 2008). School districts often view this (and other local, state and federal after-school funding sources) as a catalyst for joint use partnerships (CCROPP Panel on Joint use 2008).

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<sup>3</sup> State joint use dollars do not fund projects such as pools, playgrounds, or outdoor facilities such as stadiums or tracks.

The state's financial and political support for joint use partnerships and projects provides California school districts with resources that encourage joint use partnerships, build joint use facilities, and implement joint use programming. While this state level support is important to joint use efforts around the state, to truly understand how joint use partnerships, facilities and programs function, it is essential to consider how local school districts and their joint use partners implement joint use at this fine-grain scale. The next section's three case studies focus in detail on why and how three very different school districts and their joint use partners initiated, structured, and sustained three unique joint use partnerships.

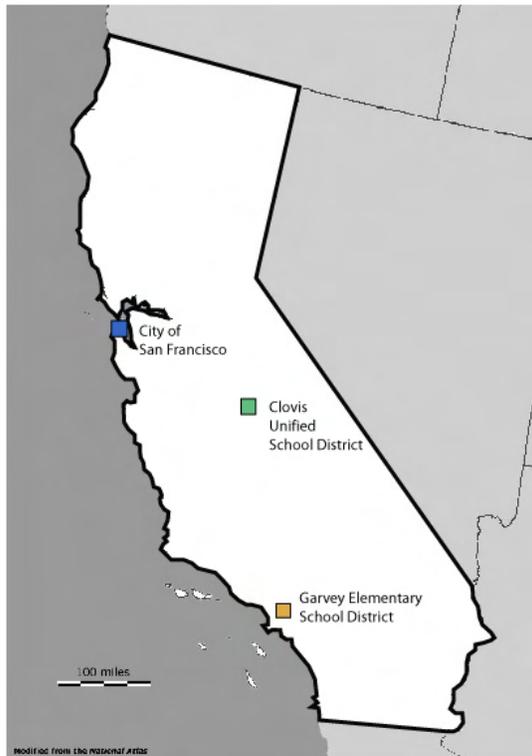
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## V. JOINT USE SCHOOL PARTNERSHIPS – THREE CALIFORNIA CASES

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There is significant variation in how joint use partnerships, programs, and facilities are built, structured, and implemented. Each community may address specific local needs by sharing resources and responsibilities and creating a uniquely tailored joint use program and/or facility. The following case studies – San Francisco Unified School District, Garvey Elementary School District, and Clovis Unified School District – provide a window into how joint use partnerships are created and maintained in different contexts within California.

**Figure 1: Case Studies in California**



These case studies illustrate the commonalities and differences found across joint use partnerships. From a geographic perspective, they represent three very different parts of the California landscape, which means that the land-use opportunities and constraints are quite different in these locales:

- Urban, Northern California (San Francisco Unified School District),
- Newer Suburban (bordering rural), Central California (Clovis Unified School District), and
- Older Suburban, Southern California (Garvey Elementary School District).

From an administrative perspective, these case studies outline unique approaches to administering, funding, and implementing joint use programs.

Map Source: U.S. Geologic Survey  
[http://education.usgs.gov/california/maps/california\\_line\\_map2.htm](http://education.usgs.gov/california/maps/california_line_map2.htm)

They also provide a sample of the broad spectrum of joint use programming that takes place in California. San Francisco’s program consists of unlocking a number of existing school playgrounds for public recreational use. Garvey Elementary School District constructed two new joint use gymnasiums that now host youth programs administered by the local municipality, the City of Rosemead. Clovis Unified School District partnered with the local Community College District to construct a child care development center/training facility.

These cases shed light on common concerns expressed by potential partners (e.g., liability and maintenance) and describe the approach taken by actors in each case to overcome the concerns, achieve their joint use goals, and address their community's needs.

The case studies are meant to illustrate the variety that exists within the realm of joint use school facilities, programming and administration, rather than be seen as best practices. These school districts and their joint use partners are providing joint use programming and services to one extent or another, while addressing local issues and concerns (e.g., safety, vandalism, and liability) that inevitably arise in very different ways. Additionally, these cases illustrate how different joint use programs are developed and implemented in different settings; we did not evaluate the success of these programs or the public's perception of them.<sup>4</sup>

### ***Case Study Framework and Methodology***

The case studies were informed by document review and interviews with current and former school district staff as well as with staff from the district's joint use partner(s). To enable comparison across the cases, the following framework is used to describe each of these cases:

**Joint use Program/Facility:** A brief description of each case's joint use program and/or facility.

**Local Context:** A description of the local and regional community and school socioeconomic context

**Program Drivers:** What was the impetus to developing each joint use program/facility?

**Implementation:** How did the joint use partnership, agreement, program and/or facility take shape and what led to implementing this joint use effort?

**Responsibilities:** A breakdown of joint use partners' responsibilities in the partnership.

**Design Features:** Key physical and programmatic design features that are essential to implementing and maintaining each case study's joint use program/facility.

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<sup>4</sup> While attempts were made to locate pertinent information regarding each joint use program studied, some information requested was either not tracked by staff or key staff turnover left gaps in institutional memory. In addition, these case studies focus on one particular type of joint use programming for each locale. Other joint use programs/facilities may be mentioned briefly, but these case studies will not address them in depth.

Administration and Operations: A brief overview of various administrative components associated with implementing a joint use partnership/agreement including: liability, costs, staffing, security and communication.

Accomplishments and Challenges: What has the joint use project discussed in this case study achieved? What issues, concerns or problems are creating challenges that impact the joint use program and/or facility?

**Table 3: Comparison of the Three Case Studies**

	Case One	Case Two	Case Three
<b>Project Driver</b>	City of San Francisco	Garvey Elementary School District	Clovis Unified School District
<b>Partners</b>	San Francisco Unified School District	City of Rosemead	State Center Community College District
<b>Locale Type</b>	Urban	Inner-ring suburban	Outer suburban, bordering rural
<b>Student Enrollment</b>	56,183	6,119	37,101
<b>Student Demographics</b>	40.7% Asian; 21.3% Hispanic; 12.1% African- American; 9.4% Multiple/No Response; 9.2% White; 5.6% Filipino; 1.1% Pacific Islander; 0.6% American Indian	55.2% Asian; 41.7% Hispanic; 1.8% White; 0.8% Filipino; 0.2% American Indian; 0.1% Pacific Islander; 0.1% African American; 0.1% Multiple/No Response	52.5% White; 23% Hispanic; 13.3% Asian; 3.5 % African American; 4.8% Multiple/No Response; 1.5% Filipino; 1.1% American Indian; 0.2% Pacific Islander
<b>% of Students Qualifying for Free/Reduced Lunch</b>	56.4%	84%	26.7%
<b>District Base API Score, 2007</b>	764	759	827
<b>Joint-Use Program and Facility Type</b>	"Schools as Community Hubs" Pilot Project: 12 school playgrounds at select sites around the city are open to the general public on weekends to use for informal recreational purposes.	Two gymnasiums constructed on school grounds using state joint-use funding. City uses gymnasiums for after-school, youth programming.	Child Development Center built using state joint-use funding, constructed on Community College grounds (leased to school district). Students from CUSD high schools have the opportunity to attend classes and observe child care professionals in a real-world setting.
<b>Year Joint-Use Enacted</b>	2007	2004	2004
<b>Positive Relationship with Joint-Use Partner?</b>	yes	yes	yes
<b>Joint-Use Facility Construction overseen by</b>	n/a	Garvey Elementary School District	Clovis Unified School District
<b>Joint-use Program Drivers</b>	1) Lack of sufficient open space 2) Existing collaborative experience 3) Political leadership	1) Lack of space for school/after-school recreational programming 2) Student/Youth safety concerns	1) Positive climate for joint-use programming 2) Perceived need for child care services 3) Established relationship with project partner 4) Simultaneous facilities planning and construction
<b>Partnership Scope</b>	Project-wide	Site specific	Site specific
<b>Type of Joint-Use Agreement Signed</b>	Memorandum of Understanding	Joint-Use Agreement	Joint-Use Agreement
<b>Project Approval Body</b>	School District/City departments signed MOU	School Board and City Council approved agreement. School District and City signed agreement.	School Board and Community College Board voted to approve joint-use agreement
<b>Maintenance Responsibilities</b>	Department of Recreation and Parks inspects sites , cleans up/ Department of Public Works repairs damage	Garvey Elementary School District	State Center Community College District
<b>Liability Coverage</b>	City of San Francisco	Joint-use partners take responsibility for their own share of liability.	Joint-use partners take responsibility for their own share of liability.

## **Case 1: *Opening School Playgrounds to the Community*: The City and County of San Francisco and San Francisco Unified School District**

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The Schools as Community Hubs Pilot Project is a joint use partnership between the City and County of San Francisco and San Francisco Unified School District (SFUSD). The District allows the City to unlock outdoor playground areas for open, unsupervised use at twelve public schools throughout the city (one high school, one middle school, and ten elementary schools) on the weekends and selected school holidays during daylight hours. This project is meant to help increase the amount of recreational space available to the public.

### ***Local Context***

San Francisco is a dense city with a population of more than 776,000 residents. In 2005 the mean household income was \$97,400 (Association of Bay Area Governments 2007). San Francisco Unified School District (SFUSD) supports 112 schools that serve more than 56,000 students from Kindergarten through 12<sup>th</sup> grade. More than half (56 percent) of students qualify for free/reduced lunch. SFUSD's 2007 Academic Performance Index (API) Base score was 764 (out of 1000).<sup>5</sup>

### ***Program Drivers***

The program drivers in this case represent three key elements of a joint use partnership. These were:

- the lack of sufficient open space represented a need that joint use could address.
- high-level political support ensured that the school and city staff had the tools and authority necessary to overcome concerns/roadblocks and implement the project.
- collaborative relationships between the two partners created a level of comfort and trust that helped move the project forward.

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<sup>5</sup> The API summarizes a school's standardized test results into a single number, using a formula that assigns the school an API between 200 and 1000 (1000 being the highest). The State of California has set 800 as the target API for all schools. While both school and school district API scores are weighted averages, at the district level the API base score also takes into account students who are continuously enrolled in the same school district (but shift from one school to another) as well as students who are enrolled in special education programs in another school district but reside in that school district's jurisdiction (CDE 2008).

### **Lack of Sufficient Open Space:**

Covering 47 square miles, San Francisco is the 2<sup>nd</sup> densest city in the country (Neighborhood Parks Council 2007). San Francisco's Recreation and Parks Department (SFRPD) is responsible for more than 200 parks, 15 recreation centers, and 9 swimming pools throughout the city (SFRPD 2008). Still, according to the Neighborhood Parks Council's (NPC 2007) recent open space access and gap analysis "Green Envy" report, there are a number of areas in San Francisco that do not have local access to open space. The report also found that San Francisco's 7.8 acres of open space per 1,000 residents is less than the National Recreation and Park Association's standard of 10 acres per 1,000 residents. In addition, a recent report from the Goldman School of Public Policy at UC Berkeley analyzed the need for, and opportunities to share, open space/recreational facilities in San Francisco (Bell et al. 2007). The report recommended using school district facilities to meet the greater community's recreational needs. As Dennis Kern, Director of Operations for SFRPD stated, "There is value in opening up school grounds in dense urban areas that are lying fallow. It is a good return on investment."

### **Existing Collaborative Experience:**

SFUSD works with a wide range of city agencies, such as the Department of Children Youth and Families (DCYF), Department of the Environment (DOE), and Public Utilities Commission (PUC), as well as an array of community organizations, such as the San Francisco School Alliance, the San Francisco Education Fund, and San Francisco School Volunteers. As part of these collaborations, SFUSD has agreements with many of these entities to implement programming and conduct necessary work related to local infrastructure on school grounds. SFUSD has also had a long-standing relationship with the city's Department of Recreation and Parks, which gives the district free, priority access to its athletic fields and makes park space adjacent to school sites available to these schools for recess (Kern 2008).

### **Political Leadership:**

In 2007, Mayor Gavin Newsom initially proposed opening up school grounds to the general public in an attempt to increase local residents' access to nearby recreational facilities. This proposal led to discussions between the Mayor's office, the City's Recreation and Park Department, Department of Public Works, and SFUSD. The result was a Memorandum of Understanding (MOU) (see Appendix 1) signed by the City and SFUSD that specifies the responsibilities and expectations for the joint use "Schools as Community Hubs Pilot Project."

### ***Implementation***

As discussed above, the project was largely driven by the City's interest in expanding the amount of recreational opportunities available in San Francisco. Once the City approached SFUSD with the idea, the following steps were taken to create and implement this joint use project:

1. SFUSD staff worked with the Mayor’s office to gain a full understanding of what would be involved in implementing this concept, including: access to school grounds, staffing, security, responsibility, liability, timing, oversight, and evaluation.
2. SFUSD staff discussed the proposal with members of the Superintendent’s senior staff to ensure that there was alignment between this project and District goals and priorities.
3. SFUSD staff consulted with key district departments including Legal, Facilities, Associate Superintendents, and Risk Management to understand the potential ramifications of implementing this program. Various potential scenarios that could take place as a result of the project were considered in order to fully understand each partner’s responsibilities associated with this project. .
4. SFUSD staff held discussions with key city and district personnel to address concerns and develop protocols related to the program’s implementation.

Following these detailed discussions, the MOU was crafted and signed by the city and school district, establishing the Schools as Community Hubs Project. MOUs between the city and SFUSD on individual projects are common, therefore the District felt comfortable signing this type of agreement with the city for this project. The MOU outlines the scope of the project, assigns responsibility for program-related liability, details how partners will communicate with one another, outlines the responsibilities associated with the project, and identifies the entity responsible for each task.

According to Chris Armentrout, the school district’s Director of Development and Local Government Relations, this project “was established with a strong spirit of cooperation” between SFUSD and the City. While this cooperative spirit is not the result of any one event, Armentrout indicated that both city and district representatives were quite willing to work with one-another on the project. One result of this positive working relationship is that the agreement offers “a level of flexibility and communication” (e.g. routine check-in meetings between key participants) that empowers both the district and the city to address any issues or concerns swiftly and adjust the project as needed.

### ***Responsibilities***

While the bulk of the responsibilities associated with implementing this project reside with the City of San Francisco, SFUSD also takes on a number of responsibilities. As outlined in the MOU, City and District staff carry out specified tasks that keep the project functioning. The city’s responsibilities are assigned to different city departments.

The City is responsible for:

- Unlocking, locking up facility gates (Recreation and Parks Department),
- Inspecting facilities for damage and litter (Recreation and Parks Department),

- Posting signs at each facility (Department of Public Works), and
- Replacing, repairing or remediating any damage or graffiti occurring during program hours (Department of Public Works).

SFUSD is responsible for:

- Providing the city with access and keys to project sites,
- Inspecting project sites the day before the school week begins (usually Sundays, excepting holiday weekends) and reporting damage to the City, and
- Bearing the cost of overtime incurred by District personnel related to this project.

The MOU established a protocol that requires regular inspection and immediate remediation of any damage to the school sites as a result of the project use. Both the District and the City inspect the site before the beginning of the school week. This overlap is built in to the project to ensure that the facilities are properly inspected and maintained. Overlap is also built into the protocol for reporting project-related damage. District staff responsible for reporting damage have multiple City government contacts that they can reach to report project-related damage. The aggressive oversight and reporting system is meant to fix anticipated problems quickly, with minimal impact on school district resources.

### ***Physical and Programmatic Design Features***

To provide public access to school playgrounds that had previously been locked up on the weekends, some key *physical* and *programmatic* design features were implemented.

*Project site selection:* Each of the City's eleven supervisorial districts has at least one school site participating in this project. One district has two schools participating. Staff at a number of sites volunteered their school grounds for the project. The remainder were identified by the Assistant Superintendents of Instruction, using two key criteria:

1. Schools with decent playground facilities and
2. School grounds that would be viewed by the community as improving recreational access/opportunities.

*Access:* The gates at participating schools have a second set of locks that City staff can lock and unlock. This double lock system ensures that either one of two different keys can be used to lock or unlock a gate, allowing the City access to project sites without needing the District's master key.

Prior to project implementation, the city conferred with the principals at each of the proposed program sites to ensure that school leadership personnel were comfortable with the project taking place on their school grounds and that any concerns related to the program (e.g., site improvements, clean-up, signage, etc.) were addressed prior to implementation.

### ***Administration and Operations:***

The Schools as Community Hubs pilot project was initiated and driven by San Francisco's Mayor's office. The Mayor's interest in implementing this project and the subsequent political support the project enjoyed had influence over how the project functions at the administrative and operational levels. As a result of the high level support for the project from the City, responsibilities were largely taken on by city departments.

### **Liability:**

The City assumes liability and responsibility for any activity (e.g., injury, vandalism, or littering) that results from the project. The City of San Francisco is self-insured, meaning that it does not carry insurance from an outside insurance provider. Instead, the City anticipates its potential liability and allocates General Fund money to a fund that covers liability-related payments.

### **Maintenance:**

The City's Recreation and Parks Department is responsible for unlocking and locking the gates at program sites. Depending on the type of maintenance needed, different city agencies are called to assist.

### **Staffing:**

No public staffing is required on the site during hours of operation. Existing Recreation and Park Department staff is charged with locking, unlocking, and inspecting participating school grounds. The City is also responsible for providing staff necessary to return sites to the conditions they were found.

### **Costs:**

The school district has allocated \$15,000 in staff overtime to cover the costs of district staff conducting inspections and securing the playgrounds at the end of the weekend. The City's RPD has not incurred any increased costs since existing park staff is fulfilling the Department's responsibilities of opening and closing the project sites.

### **Scheduling:**

If a school wishes to use its playground on the weekend for its own purposes (e.g., a school fair or other event) the principal provides several weeks notice to District staff and the city's central information hub (311). The District is responsible for posting notice and communicating this information to project partners.

### **Security:**

The aforementioned double lock system ensures that both the City and SFUSD staff can lock and unlock the program sites without compromising the district's master key system. In addition, the San Francisco Police Department has agreed to patrol project sites regularly.

**Communication:**

The MOU stipulates that the District and the City establish a work group that monitors the project. The work group is to hold weekly meetings to review the project's status and also meets as needed to address any other concerns that cannot be dealt with prior to school opening at the beginning of the school week.

In reality these meetings do not take place as regularly as suggested in the MOU. No significant issues or concerns have emerged as a result of the project. Therefore, the few meetings that have taken place have served as brief check-ins as opposed to time needed to address pressing concerns. Relevant City and District staff are normally in contact with each other via phone and email to address the limited amount of graffiti and damage done to project sites during project hours.

***Accomplishments and Challenges*****Accomplishments:**

The project has yielded important achievements:

- Twelve neighborhoods have increased community access to playground space,
- No significant damage to school property has been reported as a result of this project, and
- The amount of interaction and collaboration between SFUSD and San Francisco City government officials and agencies has increased.

**Challenges:**

A variety of staffing, operational, and community challenges arose during the project's planning and implementation stages. Currently, one SFRPD park ranger is responsible for locking and unlocking each of the twelve project sites on the weekends. The demands of the project indicate that additional staff is necessary to properly implement the project if it is going to expand beyond the twelve initial sites. Early on, there were some instances when school staff unaware of the project may have locked gates during project hours or unlocked the gates once RPD had locked them. Once this issue was identified, SFUSD resolved it by communicating with relevant staff to ensure that they were aware of the program and the hours of use.

There was some community opposition to the project. Parents from a school that was rumored to be a potential project site publicly expressed serious concerns about the general public having access to their school's playground. They were mainly concerned with vandalism of their playgrounds as a result of the project. Furthermore, they argued that the surrounding areas already had sufficient access to recreational open space. Ultimately, this school was not named a project site.

On June 30<sup>th</sup>, 2008, the Schools as Community Hubs Pilot Project's MOU ended. City staff evaluated the project and decided to sustain and possibly expand this joint use endeavor.

## **Case 2: *Building New Joint Use Gymnasiums: Garvey Elementary School District and the City of Rosemead***

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Garvey Elementary School District (GESD) recently constructed new joint use gymnasiums at both of its existing middle school campuses. The construction costs associated with these gyms were financed in part by joint use funds from OPSC's now-exhausted Lease-Purchase Program. To comply with the State's funding requirements, the district brought on a joint use partner, the City of Rosemead. GESD and the City entered into a joint use agreement that permits the City to use these gymnasiums at no cost during non-school hours for city-sponsored programs. Currently, the City provides afterschool youth athletic programming at both gyms.

### ***Local Context***

Located in an older suburban portion of east Los Angeles County surrounded by other suburbs, GESD covers four square miles that includes a portion of unincorporated LA County and the cities of Rosemead, San Gabriel, and Monterey Park. GESD's ten elementary schools and two middle schools serve more than 6,000 students, 84 percent of which are eligible for free and reduced lunch. The district's 2007 API score was 759.

### ***Program Drivers***

GESD and the City of Rosemead, located within Los Angeles' inner-suburban ring, have no room to expand out and lack available land that can support new recreational opportunities. Prior to building two joint use gymnasiums, district recreational facilities were not sufficient to meet the needs of students and city facilities were stretched to capacity. In addition, gangs have been an ongoing problem in Rosemead. The city is attempting to nurture a general sense of community, combat gang turf issues, and provide youth with alternatives to joining gangs (Scott 2008).

### **Lack of sufficient space to meet demand for school/after-school recreational programming:**

GESD's two joint use gymnasiums fill recreational gaps for both GESD and the City of Rosemead. Rosemead is surrounded on all sides by suburban development, with no space to expand. Therefore, the city has limited space and opportunity to develop new parks or recreational facilities. In addition, while GESD's middle school grounds are expansive, these schools had limited recreational facilities. Prior to constructing GESD's two new joint use gymnasiums, no indoor physical activity areas existed on the District's middle school grounds. On rainy days, students were forced to remain in classrooms leaving them with no place to play. In addition, prior to the construction of the two joint use gymnasiums, Rosemead's two gymnasiums – a high school gym and an old city-

owned gym in need of significant upgrades – were already heavily used by the student and general populations. The City of Rosemead’s Parks and Recreation Department reports significant demand for community recreation programs, especially programs targeted at youth (Scott 2008).

### **Student/Youth Safety:**

In addition to addressing land-use/space concerns, City staff stressed the importance of partnering with schools on joint use projects to provide safe places for school-age children to be physically active. According to the City of Rosemead’s Director of Parks and Recreation, David Montgomery Scott, providing students with after-school recreational opportunities on school grounds makes parents feel more comfortable, observing that parents tend to view school grounds as safer than any other facility. This is especially important in an area where local gang activity is a major concern.

### **Implementation**

Prior to constructing the joint use gymnasiums, GESD and the City of Rosemead had developed a joint use agreement for the Jess Gonzalez Sports Complex, a baseball and multi-purpose field on district property. This relationship and the existing agreement served as the basis for the joint use agreements that were ultimately developed for the new gyms. In addition to having an established relationship with Rosemead, state funding for joint use facilities made GESD’s next joint use venture feasible.

Through her network of professional contacts, GESD’s former Superintendent of Business Services was informed that state funding was available for building joint use facilities. In 2004, GESD applied for and ultimately received nearly \$1 million in state grant funding for each of the new gymnasiums. By signing on as a joint use partner, the City helped GESD obtain state funding. The remainder of the costs were covered by local school construction bonds.<sup>6</sup> The joint use agreement between GESD and the City provided Rosemead additional recreational facilities at no (capital or maintenance) cost to the City. As a joint use partner, the City is entitled to use these joint use facilities as outlined in the joint use agreements.

GESD and the City of Rosemead crafted joint use agreements for each of the two middle school sites. Each middle school has its own joint use agreement between GESD and the City of Rosemead (see Appendix II). These agreements (pre-requisites to obtaining state joint-use funding) state that while the district will have “exclusive use of the Property during regular school attendance hours,” the City of Rosemead “may use the District’s...gymnasium facilities, and equipment within the facility” provided that “the

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<sup>6</sup> Garvey Elementary School District applied for State joint use funding through the now-exhausted Lease-Purchase Program (LPP). Unlike the current joint-use funding requirement in the State’s School Facilities Program (SFP), the LPP did not require that a school district’s local joint use partner contribute funding to help construct the proposed joint use facility (OPSC 2008).

City’s use of the Property shall not interfere with the District’s use of the Property for public school purposes.” These joint use agreements state that the City may “organize, administer, and operate inter-scholastic sports, inter-mural sports, and after-school recreation programs” as well as “operate the property for community recreation programs...at no cost.”

### ***Responsibilities***

Nearly every aspect of preparation, construction, and operation of these two joint use gymnasiums was or is GESD’s responsibility. The District assembled the grant proposal for state joint use funding, obtained all of the pre-construction permits, hired contractors, gathered and distributed funds, and oversaw both facilities’ construction. Now that these gymnasiums are built, while the City will pick up debris left during the programming it hosts in these gyms, GESD staff is responsible for cleaning and maintaining the site. The result is that both facilities were built and are now maintained to the District’s specifications and to its satisfaction.

### ***Physical and Programmatic Design Features***

GESD staff pointed out two important design features in the gymnasiums that help facilitate the joint use programming: facility security and timing of program implementation.

**Security:** In an attempt to reduce vandalism and unauthorized use of its facilities, GESD’s joint use gymnasiums are surrounded by locked gates. To ensure that only those enrolled in the City’s gym-based programs can access the facilities, the entry gates surrounding these gyms are locked after program participants arrive (by bus) and locked again once they leave.

**Timing of Program Implementation:** City use of the joint use gymnasiums was initially implemented during the school year. Because school staff is on-site during the school year, they were present to notice and report any concerns and issues associated with the city’s use of the gymnasiums to GESD staff. Once these concerns were reported, appropriate adjustments were made.

### ***Administration and Operations***

In contrast to the San Francisco case study, GESD has taken on nearly all of the responsibility associated with operating the joint use gymnasiums in Rosemead. While the City of Rosemead plans and administers programming in these facilities during non-school hours and is responsible for what occurs as a result of these programs, GESD has taken on the responsibility associated with maintaining the site.

**Liability:**

The joint use agreements for the gymnasiums include indemnity clauses for both the City and the District. Both entities hold each other harmless from any and all claims arising out of any criminal or negligent act done by the other party. Because GESD is responsible for maintaining the facility, it carries the bulk of the potential liability risk associated with these facilities.

Both the City and the District carry general liability insurance. The City is insured through the California Joint Powers Insurance Authority (CJPIA).<sup>7</sup> GESD carries an insurance policy with the Alliance of Schools Cooperative Insurance Program (ASCIP). GESD's insurance rates did not increase as a result of building and operating these joint use facilities.<sup>8</sup>

**Maintenance:**

The school district takes responsibility for costs associated with site utilities, cleaning, and maintenance. However, according to the facilities' joint use agreements "any damages to the facility by City use shall be repaired to the District's standards at City cost." Requiring that district standards are met gives the district control over the site and its ongoing upkeep. According to district staff, upholding this standard and remaining in control of how these facilities are maintained is essential to reducing the district's liability risk.

**Staffing:**

The City and District provide staffing, supervision and security for their own programs and events. The City assigns a minimum of two staff per day to supervise its after-school recreation programs.

**Costs:**

The school district assumes all costs associated with operating and maintaining the joint use gymnasiums. All facility maintenance and utilities are covered by GESD. According to district staff, this arrangement ensures that the property is maintained to district standards. The District views these costs as a tradeoff for obtaining joint use funds from the State. Without the City's participation in this joint use effort, it is not clear that these gymnasiums would have been built.

Electricity and custodial costs have increased for the school district since these gymnasiums were built. However, GESD has neither tracked this increase nor how much is due to City use of the facilities.

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<sup>7</sup> The California Joint Powers Insurance Authority (CJPIA) offers its member organizations various types of insurance coverage. "Cities and other public agencies with good loss experience and risk management attitude are welcome to apply for membership." For more information, visit [http://www.cjpia.org/4dcgi/about/general\\_info.shtml](http://www.cjpia.org/4dcgi/about/general_info.shtml).

<sup>8</sup> For more information, visit <http://www.ascip.org>.

**Scheduling:**

The City provides the District with a schedule of anticipated usage of the gym for the upcoming school year by August 15. District and city staff meet regularly to discuss facility use required by both sides.

**Security:**

The gates surrounding the gymnasium are locked and unlocked to allow program participants to enter and leave the facility.

**Communication:**

District staff is in close communication with school principals and is in close proximity to school grounds. If problems arise (gates left unlocked, graffiti, etc.) they are addressed quickly by the responsible party at the appropriate level.

***Accomplishments and Challenges:*****Accomplishments:**

The City of Rosemead and GESD have built a positive working relationship with one another that has led to an expanding array of joint use programs and facilities. The partnership began with a joint use agreement that focused on city use of an existing school facility and has spread to constructing joint use additions to existing schools. The initial joint use partnership created the climate necessary for these two entities to take advantage of state funding that helped pay for the construction of two joint use gymnasiums that now serve both school and city functions.

**Challenges:**

The challenges associated with joint use programming in GESD/Rosemead focus on the difficulties of meeting the diverse needs of the community and include creating “traditional” recreation programs of interest to a technology-saturated youth and keeping youth “off the street,” out of trouble, and safe from gangs (Scott 2008).

## **Case 3: *Expanding Childcare Opportunities: Clovis Unified School District and State Center Community College District***

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Working in partnership with State Center Community College District (SCCCD), Clovis Unified School District (CUSD) obtained state funding that helped cover the construction costs of the new child care center, Willow International Child Development Center, across the street from one of the CUSD's high schools and on a community college center campus (Willow International Center). Students from both the community college and the adjacent high school can attend classes and observe child care professionals working at the site located at Willow and International Avenues in the City of Fresno.

### ***Local Context***

Clovis Unified School District (CUSD) is located in the heart of California's Central Valley, at the edge of the Fresno metropolitan area. CUSD serves more than 37,000 students from the suburb of Clovis, portions of the City of Fresno and portions of unincorporated Fresno County. The area has seen significant growth and has expanded into surrounding agricultural lands in the last decade. The incorporated portion of Clovis is just over twenty-three square miles with a population of more than 90,000 (City of Clovis 2008). More than a quarter (27 percent) of the district's students qualify for free/reduced lunch. CUSD's 2007 API score was 827. Many of the school district's campuses are quite large and some serve all primary and secondary grades.

### ***Program Drivers***

Four basic drivers spurred the development of the CUSD/SCCCD joint use child-care facility. The district's philosophy that CUSD facilities belong to the community provides a basic foundation for joint use partnerships. On a practical level, as the local population grew, a child-care facility could simultaneously serve increasing demand for child-care provision and training. Furthermore, CUSD and SCCC had an established, positive working relationship that helped pave the way to developing and implementing this joint use project. Finally, these school districts were already partnering on infrastructure planning/construction related to their adjacent properties. The construction of the joint use child care facility extended this partnership.

### **Positive Climate for Joint use Programming:**

CUSD has a long-standing record of promoting non-school related use of school facilities and grounds. According to Walt Byrd, Assistant Superintendent of Business Services for CUSD (retired), the school district's general philosophy is that its 43 schools "belong to the people." The district actively promotes the philosophy that "schools are the hubs of their neighborhoods" (CUSD 2008). Therefore, school district property has minimal

fencing “to keep balls from rolling into the streets,” but otherwise most school outdoor facilities are unlocked and accessible to the general public for informal use.

The school district also openly makes its grounds available for formal use by external groups; the district website provides guidance to those interested in obtaining a permit to use school facilities. “Used in the evenings and on weekends as locations for community events and organizations, the District’s schools and facilities help to reinforce the importance of family and community involvement” (CUSD 2008). The district charges groups a fee for the use of the facilities, but offers discounted rates to non-profit organizations and the City. CUSD’s unique perspective on public use of school facilities establishes an atmosphere ripe for joint use partnerships.

**Perceived Need for Child Care Services:**

CUSD has child care/child development facilities throughout the district and runs a number of these programs on its campuses. As new residential developments grew along the suburban edges of the district, CUSD recognized a growing need for child care services in these new communities. Lacking sufficient funds to build another facility on its own, the school district approached the local community college district to take advantage of state joint use funding. Together they applied for funding to build the joint use child care development center.

**Established relationship with project partner:**

CUSD has long-standing relationships with the Community College District. SCCCD’s Chancellor was a former CUSD administrator who worked with the current CUSD leadership. CUSD and the SCCCD also work together to articulate standards for students that ensure a smooth transition from secondary school to college. In addition, CUSD high school students take college courses at SCCCD for school credit. The school district also provides fingerprinting services for the community colleges. This positive, long-standing relationship between the two entities was essential to moving this joint use partnership forward and made working on this joint use project/agreement less difficult.

**Simultaneous facilities planning and construction:**

Prior to the construction of the child development center, CUSD and SCCCD were working together to coordinate off-site construction (e.g., street improvements, bike trails, utilities) related to a new high school to be built directly adjacent to SCCCD property. “Extend(ing) the partnership to include the child development center was a natural and timely event,” according to SCCCD’s Vice Chancellor of the District’s North Centers, because the timing associated with the construction of these facilities overlapped. Coordinating construction on SCCCD land prior to the development of the child development facility “established a solid foundation for a successful partnership.”

***Implementation***

Prior to approaching the community college district with the joint use concept, the district conducted a preliminary analysis that evaluated:

- the need for child care facilities and classroom instruction in child care development,
- the type of facility needed, and
- the type of space necessary for the facility (including a detailed cost analysis).

Using this information, CUSD developed an initial, rough proposal to SCCCDC. Once the college district bought into the concept, staff began to flesh out the details of the project including:

- Physical design features,
- Operating costs,
- Assigning fiscal responsibility associated with facility costs (capital costs, ongoing costs) and,
- Allocation of student education slots.

Once these issues were addressed and the facility’s joint use agreement was crafted, the boards of both the school district and the community college district voted to approve the joint use operating agreement.

CUSD and the local community college district applied for and received funding from the State (\$1.8 million) to help construct the joint use child development center. CUSD contributed \$2 million – a combination of local bond funds and local developer fees – and SCCCDC contributed \$2.5 million in bond funds. The Child Development Center was constructed on land owned by SCCCDC at the Willow International Center site, but leased to CUSD for 50 years. The property is also across the street from Clovis Unified’s Clovis North High School, whose students may take classes and observe professionals providing child care at this site.

### ***Responsibilities***

The responsibilities associated with this joint use facility are quite different from the first two case studies. The first two case studies only involved joint use of facilities; site ownership and facility construction responsibilities were never shared. In Clovis, however, the land, the construction of the facility, and the facility’s programming are all shared. Therefore, in accordance with the project’s joint use agreement, the joint use partners divided up the responsibilities associated with the grounds and the facility’s construction. In addition, while the site is operated by SCCCDC, those affiliated with CUSD have access to the facility and its programs.

#### **Grounds:**

CUSD owns the child-care facility for the duration of its 50 year ground lease with SCCCDC. This is a basic responsibility that CUSD accepted in order to comply with state joint use funding requirements. Upon the lease’s termination, ownership of the facility will shift to SCCCDC.

**Construction:**

During the facility's construction phase, CUSD oversaw construction. CUSD also enforced construction-related contracts and was responsible for ensuring that all warranties associated with construction were enforced.

SCCCD was responsible for constructing/implementing the center's external amenities (parking lot, patio, access, landscaping, and road improvements).

***Physical and Programmatic Design Feature***

The project's unique design feature – the ownership status of both the facility and the land on which it is built – is a product of the state's joint use funding requirements. These requirements state that the school district must own the proposed facility site.

To meet the State's requirements, Clovis Unified leased the land that the child development center was built on from the community college district and argued (successfully) to the State that because the child care center was 100 feet from the school campus (across the street) that it was accessible to CUSD students, and therefore should qualify for funding.

***Administration and Operations*****Liability:**

Both CUSD and SCCC are required to maintain liability insurance, but not over and above their existing insurance. CUSD provides a certification of insurance that covers anything that occurs on the site. CUSD holds SCCC harmless for any costs or penalties (including attorney's fees) related to the use or construction of the facility. Both CUSD and SCCC defend, indemnify, and hold harmless one another for claims, damages, losses, and expenses (including attorney's fees) associated with CUSD's use, alteration of the facility, or negligent act or omission of CUSD affiliated persons. CUSD is self-insured while SCCC is covered through a Joint Powers Authority. According to SCCC staff, this project did not directly influence its insurance rates.

**Maintenance:**

All ongoing maintenance is conducted by SCCC including building maintenance, janitorial work, landscaping, and security.

**Staffing:**

If qualified, both CUSD and SCCC can use their staff to teach child development classes at this facility. In August, 2008 the Willow International Child Development Center staffing will include the following: one full time child development faculty member, seven part-time faculty, one instructor/coordinator, and one full-time custodian.

**Costs:**

All ongoing costs are covered by SCCC. These include: building maintenance, janitorial work, landscaping, security, and utilities.

**Scheduling:**

Scheduling/overlap has not been a problem. SCCC's child development faculty uses the facility for child care provision and training purposes. Since CUSD students are being trained to provide child development services, when students are on site, their "extra help" is appreciated.

**Security:**

SCCC is responsible for providing security for the facility. Except for the front door, the facility is locked and alarmed during business hours. The front door enters into a reception area, which ensures separation between the entering public and the children within the facility. The college has campus police and starting in mid-2008, the site will also be monitored with security cameras.

**Communication:**

During the design, development, construction, and initial post-construction/program implementation phase of this project, CUSD and SCCC staffs were in constant communication. Now that the project is open and in use, communication between the districts regarding this facility is much less frequent.

The districts do not have a highly formal process for dealing with issues that arise. Instead, informal mediation is mentioned in the facility's joint use agreement. CUSD staff views this informal arrangement as a positive result of the strong, trusting relationship that exists between the two entities (McGuire 2008).

***Accomplishments and Challenges*****Accomplishments:**

CUSD views the child development center as a major joint use accomplishment. The district does have other joint use programs with other local entities for recreational space (joint use gymnasiums), but views the partnership with SCCC for the child care facility as going beyond their other types of shared use. It is seen as an important example of a joint use project that meets the needs of both school districts, their students, and the surrounding community, which benefits from having access to affordable, nearby child care. SCCC views this project as an opportunity to build a state of the art child-care development facility for a third of the total cost. In addition, due to its proximity to Clovis North High School and the open relationship between CUSD and SCCC, students from CUSD benefit from accessing education at this child-development center.

**Challenges:**

CUSD views its joint use efforts as cutting edge and complex. As such, projects like this joint use child development center do not fit into the exact prescriptions outlined by the state's funding criteria. Therefore, the challenges CUSD experienced concerned navigating the state regulations associated with joint use, arguing that their project should qualify, and successfully obtaining funding from the State to complete the project. SCCC'D's greatest challenge was coordinating with CUSD regarding issues and changes related to the construction of the facility. Communicating in a timely manner was at times difficult since both CUSD and SCCC'D were involved in construction matters associated with their respective adjacent properties, in addition to the child development center.

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## VI. CREATING EFFECTIVE JOINT USE SCHOOL PARTNERSHIPS: LESSONS LEARNED

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Joint use of school facilities is not a new practice in California; public policy has supported this concept for nearly a century. Yet with the recent infusion of state funds (close to \$190 million) towards building joint use facilities, accompanied by tightening of local government and school district budgets, and a decrease in available land in many urbanized areas, this practice is quickly gaining momentum. As this momentum continues to build, it is essential to learn from past experience. The following lessons draw from relevant research and our case studies.

### ***Lesson 1: Build Trusting and Sustainable Relationships***

“Development of cooperative relationships” is an essential strategic practice when developing an effective joint use project (Testa 2000). Joint use partnerships are no simple matter. Interviewees from all three case studies emphasized the importance of a strong, positive, trusting relationship between partners. By starting off with a small pilot project, joint use partners can build the necessary relationships and trust over time. San Francisco’s joint use program was a pilot project that involved just twelve school facilities. By starting small, the city and school district created a manageable, affordable project. The administrative “kinks” could be worked out on a small scale and issues associated with expanding the project were identified.

Once a relationship/partnership is established, in addition to ensuring communication between partners regarding existing joint use projects, new joint use programs and facilities can be added to a locale’s joint use palette. For example, prior to their ventures into building joint use facilities, both Clovis Unified School District (CUSD) and Garvey Elementary School District (GESD) had implemented smaller scale, joint use agreements with other entities. This experience was helpful as they expanded their joint use portfolio.

### ***Lesson 2: Liability Concerns are Surmountable***

Contrary to concerns raised by many community and school district representatives who are interested in joint use partnerships, liability is a surmountable element of a joint use agreement. It may be the concern over liability that is the barrier, more than actual liability issues. Successful joint use partnerships have structured sound liability coverage that effectively meets the needs of all partners.

Many of the school district representatives interviewed had concerns regarding liability during the process of developing their joint use agreement. However, as illustrated in the San Francisco case study, once the school district shared its concerns with its joint use partner, a solution was found. GESD addressed liability by recognizing and accepting the responsibilities and risks associated with its joint use facilities. GESD staff believes

that by taking sole responsibility for their facilities and maintaining a high standard of care, the risks associated with liability are reduced.

Many interviewees recommended involving risk management staff in the process of developing a joint use agreement. This staff may help allay concerns associated with liability. These professionals can “walk you through” the process. In addition, there are organizations that can assist school districts and other public entities who are interested in addressing liability, including the Alliance of Schools for Cooperative Insurance (for member schools/school districts)<sup>9</sup> and the California Joint Powers Insurance Authority (for other public entities).<sup>10</sup>

### ***Lesson 3: Leadership Must Craft Joint Use Partnerships that Address Explicit Local Needs***

Joint use partnerships, agreements, and facilities can vary significantly from one location to another. The three case studies profiled in this report illustrate how different school districts and their partners structure their partnerships differently, make different contributions, share different types and levels of value added, voice different needs, and achieve different goals:

- San Francisco’s joint use agreement created a partnership where SFUSD allows the City to open up existing school playgrounds for public use. Program responsibility, including damage and liability, resides with the city. As a result the city can provide residents with instant, inexpensive access to additional recreational space while ensuring that any damage done to the school district’s property is addressed promptly.
- GESD leveraged a partnership with the City of Rosemead to obtain state funding that helped construct two new gymnasiums at existing schools. City-sponsored programs for school-age children take place in these facilities and the district maintains much of the control and responsibility over these facilities at no cost to the city.
- CUSD worked with the local community college district to obtain state funding to build a child care development center that trains students from both school districts and provides child care services to the surrounding community. The facility sits on community college district owned land, leased to the school district. Both school districts and the general public benefit from educational and child care services offered at this facility.

Ultimately, the elements articulated in any joint use agreement must meet the administrative needs and programmatic goals of each joint use partner. At their core,

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<sup>9</sup>For more information, visit <http://www.ascip.org>.

<sup>10</sup> For more information, visit <http://www.cjpia.org/4dcgi/index.shtml>.

they must be value-added for all partners (Testa 2008). It is up to each school district (and school) to determine whether joint use (in any of its forms) is appropriate. It is the responsibility of all partners to determine how best to meet the interests and address the concerns of the parties involved.

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## VII. CREATING JOINT USE PARTNERSHIPS – RECOMMENDATIONS FROM THE FIELD

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While there are many unique issues and concerns in crafting joint use policies and practices between cities and their school districts, there are also a number of essential elements common to all partnerships. This section provides seven recommended points to consider in developing joint use partnerships and agreements.

1. **Identify a local need that a joint use partnership might address.** These needs, or “gaps,” in current resources may be well-known or perhaps a more detailed survey of needs and services will need to be conducted. Two elements of joint use programming that need to be considered include identifying the best program type and how best to administer the partnership.

Key questions may include:

- a. What population(s) will be served by your joint use programs/facilities? (students, families, general public, etc.)
- b. What type of joint use facility or program is being considered? Why?
- c. Where in the jurisdiction is the need/demand for this joint use programming most acute?
- d. Will existing facilities fill these needs or is a new facility necessary?
- e. If new facilities are necessary, do sites exist in locations that are accessible to the community being served?
- f. How will this program/facility be codified? (A joint use agreement? A Memorandum of Understanding?)
- g. Who has the authority to enact this agreement? (Heads of Departments/School Districts/local government leaders? An elected/appointed body?)

2. **Identify essential joint use partners.** There are a wide range of agencies or civic entities that might be interested in participating in joint projects.

- a. If a school district is exploring opportunities to develop a joint use partnership with a local government entity, the departmental/staff involvement will differ from location to location and may depend on organizational structure and politics. The San Francisco case study illustrates a situation where multiple city departments (Recreation and Parks, Public Works, Police) are responsible for implementing different aspects of the joint use agreement. The Clovis case study demonstrates a focused joint use partnership between the school district and the community college district.

b. If a local government agency or community organization is interested in approaching a school or school district to develop a joint use partnership, it must first identify the school district(s) it needs to approach. In California, school districts have a different set of jurisdictional boundaries than cities or counties. As evidenced by the Garvey School District case study, it is possible for one school district to serve portions of multiple local jurisdictions. In addition, some school districts serve different segments of the local student population (i.e., elementary school districts, high school districts, or community college districts). Therefore, clarifying which school district or district(s) will play a role in a joint use partnership is essential.

- 3. Develop a positive, trusting relationship with partners.** According to existing research and a number of joint use practitioners interviewed for this report, strong relationships between joint use partners is an essential pre-condition to developing a joint use agreement. Since joint use is first and foremost an approach to sharing space, decisions regarding liability, maintenance, access, and other important issues will need to be made. All three case study school districts emphasized the importance of a pre-existing, positive working relationship between the school district and their joint use partners. Therefore, prior to considering any joint use agreement, it is imperative to make contact with and develop a positive relationship where honest and timely communication among parties is stressed.
- 4. Build political support.** “Top level leadership support” is essential to the creation of an effective joint use program (Testa 2000). Identify potential partners (e.g., political leaders, department representatives, community groups, service providers) and develop positive, trusting relationships with them. Obstacles (e.g., liability, costs, maintenance, responsibilities) will come up as joint use agreements are developed. Ultimately, without support, direction, and authorization from “higher-ups,” these issues can stall joint use projects and keep them from moving forward.
- 5. Build a joint use partnership within the context of the local community.** Consider incentives that may convince others to collaborate and/or support your efforts. Invite multiple viewpoints (Testa 2000, CASBO 1997) and anticipate obstacles so that they may be addressed in the process of developing a joint use agreement. Clearly outline what joint use means in the context of the locale as well as the proposed program/project/ facility. Who is responsible for maintenance? Who is liable for damages or injury? Who will inspect the site? Who will lock and unlock the site? Who pays for utilities? Draft (and implement) a joint use agreement that is specific to the needs and concerns of the parties involved. Ensure that agreements are specific regarding each party’s roles and responsibilities.

- 6. Formalize the partnership.** Draft and formally adopt a joint use agreement, memorandum of understanding, or other formal contract that defines the partnership and program, specifies each partner’s responsibilities, and discusses how disputes will be addressed. While these documents should be flexible, it is important that all responsibilities, questions, and concerns be addressed in writing so they can be referred to if there is any question about which entity is responsible for what. Staff turn-over or shifting priorities may mean that the document outlining the agreed upon responsibilities may be the only evidence that a joint use partnership exists. While it is necessary to ensure positive relationships among joint use partners, do not rely solely on these relationships to keep your joint use program alive. Make sure that this agreement is formally adopted by the appropriate officials or governing bodies for all partnering entities.
  
- 7. Foster ongoing communication and monitor the progress and impact of the joint use agreement/program once it is implemented.** Existing research (Testa 2000, CASBO 1997) and practitioners interviewed for this report emphasize the importance of ongoing communication between those implementing joint use programs. Once a project is implemented, all parties involved (including on-site staff) must have opportunities to communicate concerns that arise. Adjustments should be made as necessary. As illustrated in the Garvey and San Francisco cases, when school site staff communicated swiftly with school district staff to address on-site concerns, the issues were resolved promptly. If caught early, these issues can be addressed before they create larger problems for the program.

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## VIII. CONCLUSION

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School facilities throughout California are centrally located and are often the most prevalent public space in many communities. These facilities include places for learning, playing, and congregating. As such, school facilities and school grounds have the physical capacity to not only serve the local school population, but local communities in a multitude of ways. However, joint use of school grounds requires thoughtful and strategic planning and implementation. It also requires increased communication between the school district and its joint use partner.

As evidenced by the three case studies included in this report, implementation varies from site to site and district to district. The case studies also suggest that joint use facilities and the accompanying programs may improve and expand over time as joint use partners build relationships with one another. If structured and implemented properly, partnering jurisdictions and school districts can:

- Make more efficient use of existing school facilities and grounds,
- Reduce the need for public acquisition of expensive property in order to provide public services,
- Build facilities or implement programming that might not otherwise be available (including obesity prevention and educational enrichment programs),
- Increase communication and build/improve relationships between local school districts and local jurisdictions, and
- Increase public access to local resources and improve community cohesion.

As California struggles with both land and budget shortages, investing in joint use facilities and programs may be a way for state and local governments to engage communities at the local level and save resources by maximizing the use of existing local infrastructure. .

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY & COUNTY OF SAN FRANCISCO AND  
SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (this "MOU") describes and confirms the expectations and responsibilities of the City & County of San Francisco ("City") and San Francisco Unified School District ("District") related to "Schools as Community Hubs Pilot Project" (this "Project") as described in this MOU.

The term of this MOU will be from the date of final signature(s) through June 30, 2008 for the involved school sites (Attachment A), unless partially or wholly terminated earlier pursuant to the conditions outlined in Section III.

**I. DESCRIPTION OF PROJECT**

- A. Project Description: The City may open the selected school site playgrounds identified on Attachment A for use by their surrounding communities on weekends and on selected school holidays during daylight hours during the pilot period. Playgrounds that are part of this project will not be opened for community use on any school day. The parties have the right to add or delete school site playgrounds or change the hours of operation for such playgrounds during the term of this MOU, provided any such change shall be in writing and approved by both the City and the District.
- B. City Responsibilities:
- a. The City will be wholly responsible to replace, remediate or fund the replacement or remediation of any and all school site damage or vandalism that occurs during Public Access Hours (as defined below).
  - b. The City will be responsible for any and all liability associated with claims and/or lawsuits for injury, property damage or other loss that occurs during Public Access Hours.
  - c. The City will provide the staff necessary to open and close the selected pilot sites and this staff will inspect and ensure that these sites are returned in the condition they were received. The hours during which the City opens a school site playground for community use as set forth in this MOU shall be referred to as the "Public Access Hours". The City staff person responsible for the administration of this MOU shall be Dennis Kern, Director Of Operations, Recreation & Park Department (the "City Representative"), subject to change by the City's Recreation and Park Director and will provide the District with a calendar of planned times for opening and closing of each school site throughout the pilot period.
  - d. The City will provide a list of staff responsible for repairs required as a result of use during the Public Access Hours and will make reasonable efforts to make such repairs before the beginning of the next school day.
  - e. The City Representative shall call the SFPD for support when needed to ensure that any and all illegal activity that may occur during Public Access Hours is promptly addressed.
  - f. The City will provide removable signage stating the governing rules and regulations for the use of school sites during this Project and will post and remove these signs at the opening and closing of each site entrance.

C. District Responsibilities:

- a. The District will provide access to the identified school site playgrounds during this Project.
- b. The District will provide locks, keys, and instructions for their use to the City Representative during this Project.
- c. The District will inspect each site after the last Public Access Hour immediately preceding a school day pursuant to the closing schedule outlined by the City Representative and will report any damage found to the City Representative. Usually the inspection will be on Sunday evening except when there is a Monday holiday then it will occur on that evening just after closing.
- d. The District will not make restroom facilities available during this Project.
- e. The District will allow use of its trash receptacles during this Project, however, if there is a significant increase in trash volume or if the receptacles are overflowing or trash dumping or large discarded items are found, the City will be called in to remediate.
- f. The District will bear the cost of any overtime incurred by District personnel in conjunction with this Project.
- g. The District will maintain the school site play grounds consistent with past practices, and will inform the City Representative of any known dangerous or hazardous condition, and any known restriction on the use of any equipment or facility.

D. Mutual Responsibilities:

- a. The City and District will establish a work group to monitor this Project for its duration and this group will hold at least weekly conference calls or meetings, as appropriate, to review the performance of the Project.
- b. The City and District work group (including others as appropriate) will additionally meet and confer as to the most efficient and appropriate way to remediate any issues, vandalism or damage that may occur to any of the pilot playground sites during the Public Access Hours of the term of the Project and which cannot be remediated prior to the next school day to minimize impact on the local school community.
- c. The City and District will review and evaluate this Project at least 90 days prior to its conclusion to gather data, and will meet and confer to determine if mutually agreeable continuation or expansion of the Project is possible.
- d. Subject to the terms and conditions of this MOU, the City and District staffs agree to cooperate and use reasonable efforts to do, or cause to be done, all things reasonably necessary or advisable to carry out the purposes of this MOU.

## II. INDEMNIFICATION

The City shall indemnify and hold harmless the District, its Board, officers, employees and agents (collectively, the "School Parties" and individually, a "School Party") from, and if requested, shall defend them against all liabilities, obligations, losses, damages, judgments, costs or expenses (including reasonable legal fees and costs of investigation) (collectively "Losses") as a result of: (a) personal injury or property damage caused by any act or omission during the Public Access Hours; or (b) any damage to any District property as a result of access granted pursuant to this agreement; provided, however, City shall not be obligated to indemnify the School Parties to the extent any Loss arises out of the negligence or willful misconduct of the School Parties. In any action or proceeding brought against a School Party

indemnified by the City hereunder, the City may, at its sole option, elect to defend such claim by attorneys in City's Office of the City Attorney, by other attorneys selected by the City, or both. The City shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that the applicable School Party shall have the right, but not the obligation, to participate in the defense of any such claim at its sole cost. With respect to damage to District facilities, remediation will be provided at the full cost of replacement or repair to the facility, as applicable.

### **III. TERMINATION**

This MOU may be wholly or partially terminated at any time during this Project with 48 hours written notice by either party. In addition, any school site administrator may terminate their site participation in the Project governed by this MOU on 48 hours notice should the school site administrator determine that the Project's impact on that specific school site is detrimental to its core mission.

### **IV. NOTICE TO ALL PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

TO THE DISTRICT:

TO THE CITY:

### **V. MISCELLANEOUS**

(a) Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City hereunder may be made in the sole and absolute discretion of the City, and all approvals, consents and determinations to be made by the District hereunder may be made in the sole and absolute discretion of the District. (b) This instrument (including the exhibit) contains the entire agreement between the parties with respect to matters set forth herein and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (c) The section and other headings of this MOU are for convenience of reference only and shall be disregarded in the interpretation of this MOU. (d) California laws and with respect to the City the City's Charter shall govern this MOU. (e) No addition to, or alteration of, the terms of this MOU, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this MOU, which is approved and executed by both parties.

### **VI. PARTY SIGNATURES TO MOU**

I have read all of the provisions outlined in this MOU, and agree to comply with every provision listed herein.

**CITY AND COUNTY OF SAN FRANCISCO,**  
a municipal corporation

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AND

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

**CITY ATTORNEY**

**SFUSD GENERAL COUNSEL**

By: \_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## JOINT USE AGREEMENT

## FOR JOINT USE, MAINTENANCE AND OPERATION OF TEMPLE INTERMEDIATE SCHOOL GYMNASIUM BETWEEN THE GARVEY SCHOOL DISTRICT AND THE CITY OF ROSEMEAD

THIS JOINT USE AGREEMENT is entered into by and between the Garvey School District ("District") and the City of Rosemead ("City").

## RECITALS

WHEREAS, Section 10900 et seq. of the Education-Code of the State of California authorize and empower the City and the District to cooperate with each other in organizing, promoting, and conducting programs of community recreation; and

WHEREAS, the City and the District desire to establish a basis for the cooperative use of the recreational and educational facilities located at Temple Intermediate School in the City of Rosemead; and Education Code Section 17052 authorizes school districts to enter into joint use agreements with community organizations for the purpose of constructing libraries, multipurpose rooms and gymnasiums on existing school sites where these facilities are used jointly by both the school pupils and for community purposes, and provides funding from the State Allocation Board for such projects.

WHEREAS, the District desires to construct a Gymnasium facility ("Facility") on the grounds of Temple Intermediate School, a school site that is owned by the School District and located at 8470 Fern Avenue, Rosemead, CA.

WHEREAS, it is in the public interest that the usage of recreational facilities of the District and the City be maximized;

NOW, THEREFORE, in consideration of performance by the parties of the covenants herein contained, the parties agree as follows:

## 1. Property Use

- a) The District hereby agrees that the City may use the District's Temple Intermediate School Gymnasium facilities, and equipment within the facility. Provided, however, that the City's use of the Property shall not interfere with the District's use of the Property for public school purposes.
- b) The district shall have exclusive use of the Property during regular school attendance hours. The District and the City shall have joint use of the Property for events during non-school hours. Prior to each athletic season, the City and District agree to meet and review schedules to reduce or eliminate conflicts.
- c) The City shall be entitled to organize, administer and operate inter scholastic sports, intramural sports and after school recreation program(s) at Temple Intermediate School. The City shall have the right to operate the property for community recreation programs (including elementary Saturday Sports Programs and Special Events), at no cost.

- d) The District agrees that the Gymnasium restrooms may be used by City authorized users with proper on-site supervision during community recreation events. Facilities used by the City will be cleaned by the District. Any damages to the facility by City use shall be repaired to the District's standards at City cost.
- e) The City shall provide the District with notice of its anticipated usage of the Property for each school year, by August 15 for the next school year.

## 2. Term

The term of this Agreement shall be for five (5) years from the execution of this Agreement. At the expiration of such time, this Agreement shall be automatically extended for additional terms of five (5) years, unless either the City or the District provides written notice to the other at least six (6) months before the end of the term of this Agreement, or an extension, that they desire to terminate this Agreement.

## 3. Indemnification

- a) The District shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all claims, demands, actions, causes of action, damages or liability (including attorney's fees and court costs) for injury to or death of persons, or for damage to property resulting from or arising out of any criminal or negligent act, whether by omission or commission of the District, its officers, agents or employees in the use or maintenance of the Property or in the exercise of any other right or privilege by the District pursuant to this Agreement.
- b) The City shall indemnify, defend, and hold harmless the District, its officers, agents, and employees from any and all claims, demands, actions, causes of action) damages or liability (including attorney's fees and court costs) for injury to or death of persons, or for damage to Property resulting from or arising out of any action or omission of the City, its officers, agents or employees, in the use or maintenance of the Property or in the exercise of all other right or privilege granted to City pursuant to this Agreement.
- c) All disputes, claims or other matters in question arising out of or relating to this Agreement or breach thereof may ultimately be decided by means of legal action provided by California State law. Any attorney's fees and associated costs arising from such legal action shall be paid by the unsuccessful party.

## 4. General Provisions

- a) Annually, for the first five (5) years of the Agreement and then at five (5) year intervals thereafter, representatives of the District and the City shall informally confer with regard to the development, use and maintenance of the Property. The

- b) If from time to time disputes arise which are not resolved through the efforts of the District and the City's representatives, then it is the intent of the District and the City in this Agreement, to provide the following procedure to resolve disputes relative to maintenance and scheduling and other items of interpretation of the provisions of this Agreement. If the dispute is not resolved the matter shall be referred to a joint meeting of the City Council of the City and the Board of Education of the District for resolution.
- c) Each party is responsible to ensure or provide proper on-site supervision of its scheduled events.
- d) The District will be responsible for the design and the construction of the project.
- e) The Facility will be constructed as in accordance with plans and specifications to be Approved by the Division of State Architect.
- f) The District shall be fully responsible for the construction of the Facility and for entering into any and all agreements required for, and relating to the construction of the Facility. The District shall be responsible for complying with all State and local laws relating to the construction of school facilities.
- g) The District shall be responsible for providing maintenance and utilities for the gymnasium.
- h) The District shall be responsible for obtaining all necessary approvals and permits for construction of the Facility including, but not limited to, obtaining approval of the plans and specifications by the Division of State Architect, obtaining approval of the project by the State Department of Education, and applying for funding from the State Allocation Board.
- i) Funding for the construction of the Facility shall be shared between the State of California and the Garvey School District.

State of California. The State Allocation Board may provide funding for construction in the amount approved by the State Allocation Board under the authority granted by the Education Code 17052 and will be funded through SB1795.

- j) The Facility will be available to the City during off school hours, and when it is not being used for other school functions or activities, for at least 20 hours per week.
- k) The District will be responsible for the safety and welfare of its students as set forth in Board policies and procedures.
- l) The District will assume all responsibility for the day-to-day operations of the Facility. The District shall be responsible for providing staffing, supervision, and security during regularly scheduled school hours when school is in session, and during any official, school-sponsored activities that occur during or after school hours. The City shall be responsible for providing staffing, supervision, and security as deemed necessary by mutual agreement during all times during which the Facility is used for City sponsored activities and events.

5. Authorization

This agreement has been approved and authorized to executed by:  
Action of the District's Board of Education taken at its meeting of June 17, 2004  
Action of the City Council taken at its meeting of June 22, 2004  
Executed on the date set forth below.

ATTEST:

GARVEY SCHOOL DISTRICT

By: [Signature]  
President of Board  
Date: 6/29/04

By: [Signature]  
Superintendent  
Date: 6/29/04

ATTEST:

CITY OF ROSEMEAD

By: [Signature]  
City Clerk  
Date: June 23, 2004

By: [Signature]  
Mayor  
Date: June 22, 2004

**STATE CENTER COMMUNITY COLLEGE DISTRICT AND  
CLOVIS UNIFIED SCHOOL DISTRICT  
JOINT USE OPERATING AGREEMENT**

**PREAMBLE**

This Operating Agreement ("Agreement") is made and entered into this 12th day of May, 2004, by and between the State Center Community College District ("SCCCD") and the Clovis Unified School District ("CUSD") on the terms and conditions which follow:

**RECITALS**

WHEREAS, SCCCDC and CUSD entered into a ground lease agreement ("Lease Agreement") on or about July 1, 2004 in which SCCCDC agreed to lease certain real property located generally near the intersection of Willow Avenue and the International Avenue alignment in Clovis, California, and comprising a portion of SCCCDC's Northeast Center campus site (the "Premises");

WHEREAS, CUSD desires to construct a building containing 11,350 square-feet, more or less on the Premises which facility it will own for the duration of the Lease Agreement (the "Facility");

WHEREAS, CUSD desires to use a portion of the Facility for classroom instruction purposes;

WHEREAS, SCCCDC desires to use a portion of the Facility for child care purposes;

WHEREAS, SCCCDC and CUSD have agreed to enter into an Operating Agreement for the Facility pursuant to the terms and conditions set forth herein; and

WHEREAS, joint use facilities are permitted, in part, to be funded by CUSD pursuant to the provisions of section 17077.40 et seq. of the Education Code;

WHEREAS, the Facility qualifies as a Type II Joint-Use Project with SCCCDC.

NOW, THEREFORE, the parties agree as follows, which Agreement is annexed to the Lease Agreement.

**ARTICLE I**

**SUBJECT OF AGREEMENT**

**A. Purpose**

The purpose of this Agreement shall be to set forth the terms and conditions for the construction of the Facility, and to provide for joint use of the Facility by CUSD and SCCCD.

**B. Location**

The location of the Facility shall be at the State Center Community College District's Northeast Center site at a location generally depicted in **Exhibit A**.

**ARTICLE II**

**JOINT USE CONTRIBUTIONS**

**A. SCCCD Contribution By Way of Real Estate Lease**

SCCCD hereby contributes a real estate lease, as a ground lease to CUSD as described in the Lease Agreement, together with the right of access as specified by at the location described in Article I, B. Title to the Premises shall otherwise remain in SCCCD. The lease shall be for a period of fifty (50) years with the right of extension as set forth in the Lease Agreement.

**B. CUSD Contribution of Facility**

CUSD shall build the Facility. The Facility shall consist of a building of approximately 11,350 square feet (the Project). CUSD shall also construct such external improvements as are necessary or desirable for the operation of the Facility, which may include vehicle parking areas, patio, access, and landscaping. SCCCD may review and provide input on the plans for the Facility and for the external improvements. It is currently contemplated that the Facility shall consist of three childcare centers for infant, toddler and preschool children and two classrooms.

**C. SCCCD and CUSD Contribution of Financing**

The estimated cost for constructing the Facility is \$11,350,000. SCCCD and CUSD will each contribute \$1,000,000 with the remaining \$2,000,000 as matching funds from the State. SCCCD will fund the infrastructure costs to serve the Facility, which is to be constructed by CUSD.

### ARTICLE III

#### **OWNERSHIP OF IMPROVEMENTS**

For the duration of the Lease, and any extension thereof, CUSD shall own the Facility. On termination or expiration of the Lease, ownership of the Facility will transfer from CUSD to SCCCD. CUSD shall have the right to remove all furniture and all fixtures, which are not permanently attached. All other external improvements shall be owned by SCCCD. In the event CUSD is unable or unwilling to remove the furniture and fixtures due to lack of funds or any other reason within sixty (60) days of termination or expiration, the ownership of said furniture and fixtures shall vest in SCCCD. CUSD shall execute such documents as necessary to perfect vesting of title to SCCCD.

### ARTICLE IV

#### **PLANNING AND CONSTRUCTION**

##### **A. Planning**

1. Architect and Other Experts. CUSD shall be responsible for engaging an architect and other experts as necessary (including, but not limited to, civil engineers, geotechnical engineers, CEQA consultants, and legal counsel) with respect to the planning, and ultimate construction, of the Facility. CUSD has contracted with Ed Darden and Associates for architectural services for the Facility.
2. Design Requirements.
  - a. Facility Size. The Facility shall be 11,350 square feet, more or less. CUSD shall also construct such external improvements as are necessary or desirable for the operation of the Facility, which may include vehicle parking areas, patio, access, and landscaping. SCCCD is responsible for all road improvements related to the Facility. The Facility shall comply with Field Act requirements, and shall be submitted to and approved by the Division of State Architect (DSA). All fees associated with the design, submission and approvals shall be borne by CUSD.
  - b. Design Consistency. The Facility shall be designed in a manner that is architecturally consistent with the other structures on SCCCD's Northeast Center campus site. SCCCD may review and provide input on the plans prior to submittal to DSA for approval. All DSA fees and costs shall be borne by CUSD.

## **B. Construction**

1. **Survey.** CUSD will perform a survey at its cost for purposes of specifically locating the parameters of the Facility on the property. A copy of the survey shall be provided to SCCCD.
2. **Contractor Selection.** CUSD shall be responsible for selecting qualified contractors, subcontractors, construction manager or managers and related consultants necessary to build the Facility, subject to any and all bidding requirements as provided by applicable law. CUSD shall conduct a constructability review of the design plans before construction begins.
3. **Construction Timetable; Notice.** SCCCD shall be given at least thirty (30) days notice of commencement of construction and a proposed timetable of commencement and completion of construction.
4. **Temporary Fencing or Similar Barrier.** During the construction phase, temporary fencing or a similar barrier shall be erected to insure the safety and security of the Site, and to prevent injury and vandalism.
5. **Stop Notices.** Defense and payment of claims against the project, whether stylized as mechanics' liens or stop notices, shall be the responsibility of CUSD. No such liens shall be allowed to remain on the Premises.
6. **Punch List; Warranty Work.** CUSD shall ensure completion of the work in accordance with the plans approved by DSA. CUSD, or its agents, shall ensure that all punch list items and warranty work are completed in conformance with the plans.
7. **Warranties.** CUSD shall secure and enforce warranties for the work from the contractors and subcontractors as appropriate. CUSD shall not waive any warranty for defect in design or workmanship or waive any statutes of limitation in relation thereto.
8. **Acceptance of the Work; Notice of Completion.** CUSD shall not accept the work or authorize the filing of a notice of completion without input from SCCCD.
9. **Performance and Payment Bonds.**  
Before construction, CUSD's contractor shall furnish to both CUSD and SCCCD separate payment and performance bonds for the construction of the project, which shall cover 100% faithful performance of and payment of all obligations arising under the construction project and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the construction. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California.

To the extent, if any, that the contracted amount for the CUSD Facility is increased in connection with the construction, CUSD's contractor (or subcontractors; collectively contractor) shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to CUSD and to SCCCD. To the extent available, the bonds shall further provide that no change or alteration of the construction contract and related documents, including, without limitation an increase in the contract amount, extensions of time, or modifications of the time, terms, or conditions of payment to CUSD's contractor will release the surety. If CUSD's contractor fails to furnish the required bond, CUSD, or SCCCD, may terminate the construction contract for cause.

Only bonds executed by an admitted Surety insurer as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by CUSD and in writing at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. CUSD and SCCCD reserve the right to approve or reject the surety insurers selected by contractor and to require the CUSD's contractor to obtain bonds from surety insurers satisfactory to the CUSD and SCCCD.

## ARTICLE V

### OPERATION AND MAINTENANCE

**A. Maintenance**

SCCCD will maintain in good order and condition the Facility throughout the Lease term. All costs and fees incurred with respect to maintenance will be borne by SCCCD.

**B. Utilities**

All utility costs, which serve the Facility, will be borne by SCCCD.

**C. Janitorial, Landscape, Care and Security**

SCCCD, at its sole cost and expense, shall provide all custodial, landscaping and gardening related to the Facility, and shall provide for security, including an alarm and fire system connected to system, to prevent theft or vandalism, and fire damage to the Facility. Any contracts for services, including any security contract for surveillance or installation of security equipment, shall be borne by SCCCD and shall be subject to review and approval by CUSD. All SCCCD authorized personnel providing services, including vendors, shall be adequately screened by SCCCD and shall be supervised by SCCCD staff.

**D. Capital Improvements**

To the extent, during the lease term, any capital improvements that must be made, as opposed to ordinary maintenance and repair, such capital improvements shall be contracted for and made at the expense of CUSD. SCCCD may provide input on the installation of all capital improvements.

**E. Operations**

1. Use of Facility by CUSD.

- a. Classroom Facilities. CUSD will be permitted to use the classrooms in the Facility primarily for instruction of its high school students enrolled in child development related courses. These high school students will be permitted to observe and interact with the children being cared for as appropriate to meet course requirements.
- b. Hiring and Screening of CUSD Staff. CUSD shall screen all employees, both full and part time, and shall conduct background and criminal checks as required by Education Code section 45125.1 and any other applicable laws or policies.
- c. Hours of Operation of Facility. During school days, the hours of operation of the Facility shall generally be 6 am – 10 pm. During non-school days, including School holidays and summer weekdays, the Facility's hours of operation shall generally be 6 am to 10 pm. These hours of operation may be adjusted from time to time as agreed upon between CUSD and SCCCD. The Facility shall not normally be open on Saturdays, Sundays or some designated holidays. In the case of special events, the hours of operation may be modified on a case-by-case basis as agreed to by CUSD and SCCCD.
- d. SCCCD's Right to Exclude Staff or Facility User. Notwithstanding the hiring and disciplinary policies of CUSD's employees or consultants, SCCCD reserves the right to exclude from the Facility and the Campus any such employee or consultant who engages in disruptive conduct at the Facility or on SCCCD property, or whether or not at the Facility or on SCCCD property, engages in conduct constituting moral turpitude whether or not convicted of a criminal offense. SCCCD shall have the right to exclude any user of the Facility engaging in disruptive conduct or commits vandalism either to the Facility or to SCCCD property.
- e. Public Relations; Press Releases. Any press releases or public relations related to the Facility (excluding its day-to-day programs and/or

operations) shall be coordinated with SCCCD before release or dissemination.

- f. Access to Facility. CUSD, and its authorized representatives, shall have emergency access to the Facility at all times. Except in the case of an emergency, SCCCD shall be notified in advance by CUSD representatives, if possible, seeking access if the Facility is closed. It is the intent of SCCCD to host any such non-emergency after hour visitations. The purpose for CUSD after-hours access shall be to ensure security and integrity of the Facility and to assure that the Facility is being operated in compliance with the schedule specified in this Agreement.
- g. No Assignment of Rights or Obligations. For the duration of this Agreement, including any extensions, CUSD shall have no authority to assign its rights or obligations or to sublet the Facility, any SCCCD property, or any buildings or equipment on SCCCD property. CUSD shall be permitted to allow third parties to use the Facility if approved in writing by and only under the supervision, direction and control of CUSD. SCCCD shall be notified at least five business days in advance of the third party use and shall have the option to refuse consent for the use.

2. Use of Facility by SCCCD.

- a. Classroom Facilities. SCCCD will be permitted to use the classrooms in the facilities for instruction of its students.
- b. Child Care Facilities. SCCCD will be permitted to use the child care rooms in the Facility for care of infants, toddlers and pre-school aged children through age five. SCCCD will be responsible for obtaining all required licenses and permits to operate the child care programs.
- c. Hiring and Screening of SCCCD Staff. SCCCD shall screen all employees, both full and part time, and shall conduct background and criminal checks as required by the Education Code and any other applicable laws or policies.
- d. Hours of Operation of Facility. During school days, the hours of operation of the Facility shall generally be 6 am - 10 pm. During non-school days, including School holidays and summer weekdays, the Facility's hours of operation shall generally be 6 am to 10 pm. These hours of operation may be adjusted from time to time as agreed upon between CUSD and SCCCD. The Facility shall not normally be open on Saturdays, Sundays or some designated holidays. In the case of special events, the hours of operation may be modified on a case-by-case basis as agreed to by CUSD and SCCCD.

- e. CUSD's Right to Exclude Staff or Facility User. Notwithstanding the hiring and disciplinary policies of SCCCD's employees or consultants, CUSD reserves the right to exclude from the Facility and the Campus any such employee or consultant who engages in disruptive conduct at the Facility or on SCCCD property, or whether or not at the Facility or on SCCCD property, engages in conduct constituting moral turpitude whether or not convicted of a criminal offense. CUSD shall have the right to exclude any user of the Facility engaging in disruptive conduct or commits vandalism either to the Facility or to SCCCD property.
- f. Public Relations; Press Releases. Any press releases or public relations related to the Facility (excluding its day-to-day programs and/or operations) shall be coordinated with CUSD before release or dissemination.
- g. Access to Facility. SCCCD, and its authorized representatives, shall have emergency access to the Facility at all times. Except in the case of an emergency, CUSD shall be notified in advance by SCCCD representatives, if possible, seeking access if the Facility is closed. It is the intent of SCCCD to host any such non-emergency after hour visitations. The purpose for SCCCD after-hours access shall be to ensure security and integrity of the Facility and to assure that the Facility is being operated in compliance with the schedule specified in this Agreement.
- h. No Assignment of Rights or Obligations. For the duration of this Agreement, including any extensions, SCCCD shall have no authority to assign its rights or obligations or to sublet the Facility. SCCCD shall be permitted to allow third parties to use the Facility if approved in writing by and only under the supervision, direction and control of SCCCD. CUSD shall be notified at least five business days in advance of the third party use and shall have the option to refuse consent for the use.

## ARTICLE VI

### INSURANCE AND INDEMNITY

#### A. Liability Insurance Requirements

1. Before the commencement of the work, CUSD's contractor shall purchase from and maintain, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least not lower than A-status as rated in the most recent edition of Best's Insurance Reports, commercial general liability insurance per occurrence for bodily injury, personal injury and property damage including automobile liability insurance at a limit of no less than \$2,500,000 combined single limit per occurrence as will protect the contractor from claims which may arise out of or result from the contractor's construction

activities and for which the contractor may be legally liable, whether such operations are by the contractor, or by a subcontractor, a sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the contractor's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;
- b. claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;
- c. claims for damages because of injury or destruction of tangible property, including loss of use resulting there from, arising from work under this Agreement; and
- d. for property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the work; and
- e. claims involving blanket contractual liability applicable to the contractor's obligations under this Agreement, including liability assumed by and the indemnity and defense obligations of the contractor including subcontractors; and
- f. claims involving completed operations, independent contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating.

If commercial general liability insurance or another insurance form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to) or the general aggregate limit shall be twice the required occurrence limit.

Any deductible or self-insured retention must be declared to and approved by CUSD and SCCCD. At the option of SCCCD, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SCCCD, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the contractor shall procure a bond for CUSD and guaranteeing payment of losses and related investigations, claim administration and defense expenses.

CUSD shall direct the contractor to require its subcontractors and any sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance in like amounts.

The contractor shall name, on any policy of insurance, SCCCD, CUSD and CUSD's architect (if desired by CUSD) as additional insured. Subcontractors shall name the contractor, SCCCD, CUSD and the architect (if desired by CUSD) as additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of construction activities performed by or on behalf of CUSD. If the additional insured have other insurance, which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

2. Workers' Compensation Insurance. During the construction of the project, CUSD's contractor shall provide workers' compensation insurance for all of the contractor's employees engaged in work on the project and, in case any of the contractor's work is sublet, the contractor shall require the subcontractor to provide workers' compensation insurance for all the subcontractor's employee engaged in the project under the subcontract. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the contractor's insurance.

In case any class of employees engaged in the project under this Agreement on or at the site of the project is not protected under the Workers' Compensation laws, the contractor shall provide or cause a subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The contractor shall file with CUSD, and CUSD shall submit Certificates of Insurance as required under this Article and in compliance with Labor Code section 3700.

3. Builder's Risk/"Broad Form" Insurance. CUSD's contractor, during the progress of the construction and until final acceptance of the construction by CUSD upon completion of the Facility at the Site, shall maintain Builder's Risk/"All Risk," course-of-construction insurance satisfactory to SCCCD and CUSD issued on a completed value basis on the cost of the work. Coverage is to provide extended coverage and insurance against vandalism, theft, malicious mischief, perils of fire, civil authority, terrorist attack, sonic boom, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the architect's services and expenses required as a result of such insured loss upon the entire project which is the subject of the Agreement, including completed work on the project and the work in progress to the full insurable value thereof. Such insurance shall include SCCCD, CUSD and CUSD's architect, if desired by CUSD, as a loss payee, and any other person with an insurable interest designated by CUSD or SCCCD as an additional named insured.

CUSD's contractor shall submit to CUSD and for their approval all items deemed to be uninsurable. The risk of the damage to the project due to the perils covered by the Builder's Risk/"Broad Form" Insurance, as well as any other hazard which might result in damage to the construction, is that of the contractor and the surety, and no claims for such loss or damage shall be recognized by CUSD and nor will such loss or damage excuse the complete and satisfactory performance of the construction by CUSD's contractor.

4. Fire Insurance. Before the commencement of the project, CUSD's contractor shall procure, maintain, and cause to be maintained at the contractor's expense, fire insurance on all of the project subject to loss or damage by fire and the entire structure on which the work of this Agreement is to be done to the insurable value thereof. The amount of fire insurance shall be subject to approval by CUSD and SCCC and shall be sufficient to protect the project against loss or damage in full until the project is accepted by CUSD and SCCC. Should the work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to CUSD or SCCC.
5. Other Insurance. The contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.
6. Proof of Insurance. CUSD's contractor shall not commence construction nor shall it allow any subcontractor to commence construction under this Agreement until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to CUSD and for approval by CUSD and subject to the following requirements:
  - a. Certificates and insurance policies shall include the following clause:  
"This policy shall not be non renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to CUSD and SCCC. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."
  - b. Certificates of Insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
  - c. Certificates of Insurance shall clearly state that CUSD, SCCC and CUSD's architect, if desired by CUSD, are named as additional insured by separate endorsements to the contractor's insurance policies under the policy described and that such insurance policies shall be primary to any insurance or self-insurance maintained by CUSD.

- d. CUSD's contractor and its subcontractors shall produce a certified copy of any insurance policy required herein upon written request by CUSD or SCCCD.

In the event of the failure of any CUSD contractor to furnish and maintain any insurance required by this Article, CUSD and CUSD's contractor shall be in default under this Agreement. Compliance by CUSD's contractor with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve CUSD or CUSD's contractor from liability assumed under any provision of this Agreement, including, without limitation, the obligation to defend and indemnify.

#### **B. CUSD's Insurance After Construction**

At all times during the operation of the Facility, CUSD shall provide, and at no time allow to lapse, the following insurance which shall have an effective date to cover any liability as described below:

1. Liability Insurance. Landlord and Tenant shall not be required to maintain liability insurance in addition to current liability insurance maintained by the parties. Nothing herein shall prevent either party from maintaining self-insurance.
2. Property Insurance. CUSD shall maintain property (hazard and fire, including sprinkler damage) insurance, which shall include the Replacement Cost Endorsement for the rebuilding of the parts of the Facility damaged in a covered loss. The Replacement Cost Endorsement shall include all replacement costs, including any zoning or building code upgrades as required by the local zoning authority, and shall also include building compliance requirements in conformance with Title 24 (Field Act) Standards.
3. Workers' Compensation and Related Employee Insurance. CUSD shall maintain workers' compensation insurance and other insurance as required by law for its employees. SCCCD shall maintain worker's compensation and other insurance as required by law for its employees.
4. Use of Insurance Proceeds. In the event of a casualty loss, SCCCD and CUSD shall meet and confer to determine whether the Facility shall be rebuilt to Field Act Standards. If the Facility is not to be replaced, provided that all demolition and removal and restoration of the site is completed by CUSD, CUSD shall be entitled to the insurance proceeds for the loss. If CUSD declines or fails to restore the Premises to its original condition, SCCCD shall be entitled, and CUSD hereby agrees, to direct that any insurance proceeds be released to SCCCD in order to engage independent contractors to remove debris and restore the site to its original condition before any insurance proceeds are released to CUSD.

**C. Indemnity**

1. Indemnity Arising From Construction of the CUSD Facility. CUSD shall defend, indemnify and hold harmless SCCCDC, its Board of Trustees, its officers, employees, agents, and volunteers from and against all claims, damages, losses, expenses, permit fees, inspection fees, costs of compliance with environmental laws and regulations, costs of compliance with zoning laws and regulations, costs of compliance with building codes and regulations, any penalties assessed, and all other costs of construction, including reasonable attorney fees and costs, arising out of or related to the construction of the CUSD Facility.
  
2. Indemnity Arising from CUSD Activity or Operation of Facility. CUSD shall defend, indemnify and hold harmless SCCCDC, its Board of Trustees, its officers, employees, agents, and volunteers from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of (1) CUSD's use of the Facility, the site or any portion of SCCCDC property, (2) the use of the building or equipment constructed or installed and located on the Site, the Premises or any portion of SCCCDC property in violation of the terms of this Agreement, or (3) any negligent act or omission of CUSD, its employees, agents, volunteers, or anyone for whose acts CUSD may be liable in connection with the use of the Facility. This duty to defend, indemnify and hold harmless shall include any liability arising out of the use, operation, supervision, and/or maintenance of (1) the Facility and any equipment thereon, (2) any CUSD equipment used on the Facility or any other portion of SCCCDC property, (3) any SCCCDC equipment used by CUSD on the Facility or any other portion of SCCCDC property, and (4) any SCCCDC building used by CUSD or used in CUSD activities if permitted by SCCCDC.
  
3. Indemnity Arising from SCCCDC Use of the Facility. SCCCDC shall defend, indemnify and hold harmless CUSD, its Board of Trustees, its officers, employees, agents, and volunteers from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of (1) SCCCDC's use of the Facility, (2) the use of equipment at the Facility; or (3) any negligent act or omission or the willful misconduct of SCCCDC, its employees, agents, volunteers, or anyone for whose acts SCCCDC may be liable under respondent superior through use of the Facility. This duty to defend, indemnify and hold harmless shall include any liability arising out of the use, operation, supervision, and/or maintenance of (1) the Facility and any equipment thereon, (2) any SCCCDC equipment used on the Facility, (3) any CUSD equipment used by SCCCDC on the Facility, and (4) any SCCCDC building used by CUSD or used in CUSD activities if permitted by SCCCDC.

## ARTICLE VII

### **DEFAULT AND TERMINATION**

#### **A. Default**

In the event CUSD breaches any provision of the Agreement it shall be in default. In the event of default, CUSD shall be given a reasonable cure period, not to exceed sixty (60) calendar days unless extended in writing by SCCCD, to cure the default after written notice is given to CUSD. In the event such violation requires more than sixty (60) days to cure, under a reasonable cure period shall be extended provided CUSD is in good faith continuing the process to cure.

In the event SCCCD breaches any provision of the Agreement it shall be in default. In the event of default, SCCCD shall be given a reasonable cure period, not to exceed thirty (30) calendar days unless extended in writing by CUSD, to cure the default after written notice is given to SCCCD. In the event such violation requires more than 30 days to cure, under a reasonable cure period shall be extended provided SCCCD is in good faith continuing the process to cure.

#### **B. Termination**

Failure to cure the default shall render CUSD in substantial breach of its obligations and shall entitle SCCCD to exercise any of its remedies in equity or at law including immediate termination of the Agreement and the Lease.

Failure to cure the default shall render SCCCD in substantial breach of its obligations and shall entitle CUSD to exercise any of its remedies in equity or at law including immediate termination of the Agreement and the Lease.

#### **C. Termination Without Cure Period**

There shall be no cure period and the contract shall be terminated immediately on the following event or events:

1. Assignment of Assets for the Benefit of Creditors. If CUSD assigns all or substantially all of its assets for the benefit of creditors, this Agreement shall be immediately terminated. If SCCCD assigns all or substantially all of its assets for the benefit of creditors, this Agreement shall be immediately terminated.
2. Assignment of Interest in Agreement or Lease. If CUSD or SCCCD assigns any of its rights, duties or obligations under the Agreement or Lease, this Agreement shall be immediately terminated.
3. Filing a Petition of Bankruptcy. A voluntary, or involuntary, filing for bankruptcy by CUSD shall be cause for immediate termination of the Agreement without notice or further action by SCCCD. A voluntary, or involuntary, filing

for bankruptcy by SCCCD shall be cause for immediate termination of the Agreement without notice or further action by CUSD.

4. Abandonment of Facility. If CUSD, for any reason abandons the Facility, the Agreement shall be terminated. If SCCCD, for any reason, abandons the Facility, the Agreement shall be terminated.
5. Termination by Expiration of Lease. If not earlier terminated for cause, this Agreement shall terminate upon the expiration of the Lease granted herein or any extension thereof. The Lease granted herein shall be deemed a Lease coupled with an interest. The interest is the Facility owned by CUSD during the term of the Lease or any extension thereof.

**D. Termination of Lease**

Upon termination of the Lease, this Agreement shall terminate and title to the Facility, less reasonable wear and tear, shall vest in SCCCD.

**ARTICLE VIII**

**TAXES, ASSESSMENTS, AND ENCUMBRANCES**

**A. Taxes**

CUSD shall be responsible for any sales taxes, use taxes, or possessory interest taxes to the extent CUSD is liable for use of tax-exempt property. SCCCD shall be responsible for any assessments related to the Premises and Facility.

**B. Other Fees**

Any fees, whether or not characterized as assessments, including any entitlement or processing fees related to the construction of the Facility whether paid to local, county or state government related to the Facility shall be the responsibility of CUSD.

**C. Encumbrances**

The Facility is on tax-exempt property. CUSD shall not seek to encumber or otherwise place a lien on the Premises as security for a monetary encumbrance or for the performance of a CUSD obligation.

## **ARTICLE IX**

### **DISPUTE RESOLUTION**

#### **A. Mediation**

The parties shall attempt informal, and if so agreed, formal mediation regarding any dispute arising out of this Agreement.

#### **B. Arbitration**

The parties shall endeavor to arbitrate any matters, which cannot be mediated. If the parties desire to arbitrate, they shall mutually agree to arbitrate and they shall further agree as to whether the arbitration shall be binding or non-binding. If the parties are unable to agree to an arbitration service, the parties shall submit any dispute to JAMS/ENDISPUTE.

## **ARTICLE X**

### **MISCELLANEOUS PROVISIONS**

#### **A. Captions**

The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define the scope or the extent of this Agreement or the construction of any provision.

#### **B. Counterparts**

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. A facsimile or copy shall be as valid as an original.

#### **C. Entire Agreement; Exhibits**

This Agreement, including all exhibits, along with the Real Estate Lease, constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement and the Real Estate Lease. All prior understandings, terms or conditions, including any memorandums of understanding (MOU's) are modified by this Agreement and the Real Estate Lease.

#### **D. Interpretation**

This Agreement shall be interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any party. The rule of construction that the contract is to be strictly

interpreted against the drafter shall not apply. Each party herein shall be construed as co-drafters.

**E. Other Documents**

The parties agree to cooperate fully in carrying out the terms and conditions of this Agreement, including the execution of such other documents that may be necessary to carry out the purpose and intent of this Agreement.

**F. Modification of Agreement**

This Agreement may only be modified in writing duly executed and ratified by the parties.

**G. Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Neither CUSD nor SCCCD shall not assign any rights, duties or obligations, including its Lease, under this Agreement. Breach of this provision shall constitute a default and shall be grounds for an immediate termination.

**H. Severability**

If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

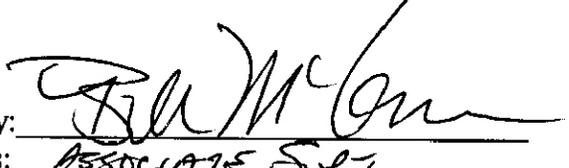
**EXECUTION**

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date herein above inscribed.

**STATE CENTER COMMUNITY  
COLLEGE DISTRICT**

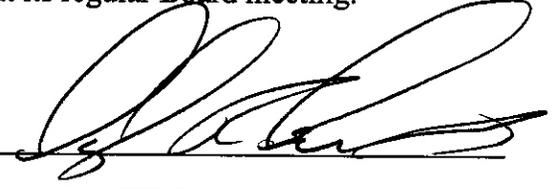
By:   
Its: \_\_\_\_\_

**CLOVIS UNIFIED SCHOOL DISTRICT**

By:   
Its: ASSOCIATE SPT

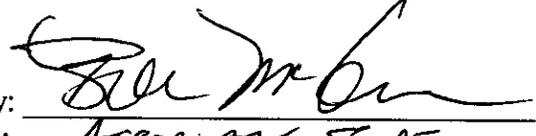
Agreement, and all attached exhibits, ratified by the Board of Trustees of the State Center Community College District on May 4, 2004 at its regular Board meeting.

Dated: May 12, 2004

By:   
Its: \_\_\_\_\_

Agreement, and all attached exhibits, ratified by the Board of Trustees of the Clovis Unified School District on May 12, 2004 at its regular Board meeting.

Dated: May 24, 2004

By:   
Its: ASSOCIATE SPT

**SCHEDULE OF EXHIBITS**

Exhibit A - Diagram depicting Facility location

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