

Checklist for Developing a Joint Use Agreement (JUA)

Many communities lack safe, adequate places for children and their families to exercise and play. Schools might have a variety of recreational facilities – gymnasiums, playgrounds, fields, courts, tracks – but many districts close their property to the public after school hours because of concerns about costs, vandalism, security, maintenance, and liability in the event of injury.

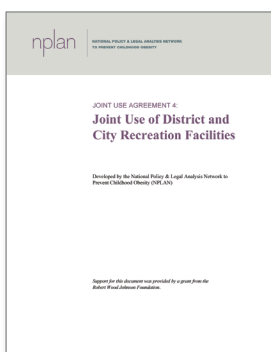
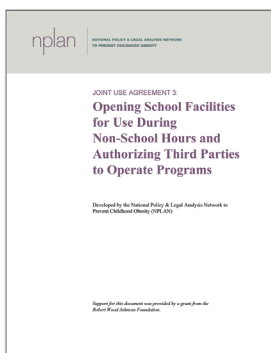
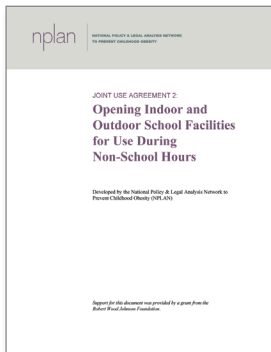
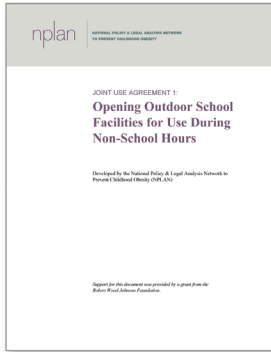
Most states currently have laws that encourage or even require schools to open their facilities to the community for recreation or other civic uses. Nonetheless, school officials may be reluctant to do so, cautious about the expense in times of increasingly tight budgets. The good news is that city, county, and town governments can partner with school districts through what are known as joint use agreements to address these concerns.

A joint use agreement (JUA) is a formal agreement between two separate government entities – often a school and a city or county – setting forth the terms and conditions for shared use of public property or facilities. JUAs can range in scope from relatively simple (e.g., opening school playgrounds to the public outside of school hours) to complex (allowing community individuals and groups to access all school recreation facilities, and allowing schools to access all city or county recreation facilities).¹

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

This checklist is designed to identify issues for the parties to consider when developing a JUA to share existing facilities. Not all of the issues presented will be applicable in all situations, and there may be issues unique to a community that are not included here.

NPLAN has developed four model JUAs as templates for communities to use to develop their own agreements. See all NPLAN joint use products online at www.nplanonline.org.



<input type="checkbox"/>	<p>Obtain Approval from Governing Entities</p>	<p>The school board and governing entity of the city, county, or town should first approve the <i>concept</i> of developing a JUA.²</p>
<input type="checkbox"/>	<p>Select Negotiators</p>	<p>Identify the employees responsible for developing the agreement for each entity. They should have sufficient knowledge of their party's facilities and the authority to make required decisions on behalf of the entity.</p>
<input type="checkbox"/>	<p>Work with Risk Management and Legal Counsel</p>	<p>At the beginning of the negotiations, and as needed at different stages of the development of the JUA, consult with risk management and legal counsel.</p>
<input type="checkbox"/>	<p>Identify Community and School Needs</p>	<p>Assessing the needs of the community and schools for additional recreation opportunities allows the parties to focus the scope of the agreement.</p> <p>Assess community needs to identify:</p> <ul style="list-style-type: none"> ▪ Underserved communities, such as lower-income or communities of color that lack access to neighborhood parks or community centers; ▪ Unmet recreation needs; ▪ Locations in the community where recreation needs can be met by school facilities; and ▪ The types of recreation facilities required to meet those needs. <p>Assess school/district needs to identify:</p> <ul style="list-style-type: none"> ▪ Unmet recreation needs (that the city might meet); and ▪ Unmet recreation facility needs (e.g., for improvements, maintenance assistance, scheduling assistance).
<input type="checkbox"/>	<p>Inventory Properties (all properties or in targeted areas)</p>	<p>Identify properties that best serve unmet needs (by location, facility type, or other factor), and assess their suitability for joint use. Factors to consider include the condition of the property, and buy-in from school personnel and school families.</p>
<input type="checkbox"/>	<p>Agree upon Scope of Joint Use</p>	<p>The parties need to agree on the scope of the agreement, including which facilities upon each property (e.g., outdoor, indoor, which indoor facilities) to include in the agreement; whether to allow third parties to operate programs on the facilities; whether to open city properties to school use; and whether to consolidate scheduling of properties.</p>
<input type="checkbox"/>	<p>Inspect Proposed Joint Use Facilities</p>	<p>Both parties should inspect proposed facilities together to establish an understanding of and document the baseline conditions of the properties and facilities.</p>

<input type="checkbox"/>	Identify and Reach Agreement on Issues Involving Use	The parties need to agree on operational and management issues.	
	Priority of Uses	<ul style="list-style-type: none"> - Rank the priority of types of users to allocate facility use accordingly 	
	Scheduling	<ul style="list-style-type: none"> - Determine which entity will be responsible for scheduling use - Determine how to accommodate schedule changes/cancellations 	
	Access and Security	<ul style="list-style-type: none"> - Determine security needs - Identify employees who will need access to properties and facilities - Develop security protocol 	
	Materials and Equipment	<ul style="list-style-type: none"> - Allocate responsibility for providing equipment/materials - Determine the need for storage - If storage is needed, determine location, access, and security 	
	Supervision	<ul style="list-style-type: none"> - Determine the type of supervision required - Identify which party will be responsible for providing supervision 	
	Custodial Services	<ul style="list-style-type: none"> - Determine the type of custodial services/equipment needed - Allocate responsibility for providing custodial services/trash containers 	
	Toilet Facilities	<ul style="list-style-type: none"> - Determine access to existing facilities - Determine need for portable/temporary facilities - Allocate responsibility for providing and servicing portable toilets 	
	Parking	<ul style="list-style-type: none"> - Determine access to parking facilities 	
	Maintenance	<ul style="list-style-type: none"> - Allocate responsibility for regular property maintenance - Determine whether additional maintenance is needed, and which party will provide service 	
	Inspection and Notification of Damage	<ul style="list-style-type: none"> - Determine the manner/frequency of property inspection - Determine protocol for notifying identified employees of damage, - including whom to contact, by what means, and deadlines for contacting and responding 	
Restitution and Repair	<ul style="list-style-type: none"> - Determine the method and responsibility for property repair - Determine the methods of calculating and allocating repair costs 		

<input type="checkbox"/>	<p>Identify and Resolve Employment Issues</p>	<p>To cover the facilities' extended hours of operation, both the school district and the city will likely require some of their employees to work additional time. Consult with legal counsel to resolve any employment-related issues, such as amending labor agreements or determining whether the entities may use volunteers to carry out some of these duties.</p>
<input type="checkbox"/>	<p>Develop a Communication Protocol</p>	<p>One of the most important elements of a successful JUA is ensuring effective communication between the parties during the term of the agreement. Identify the employees from each agency who will be responsible for (a) communicating to the other party about the agreement and (b) who will be responsible for making decisions regarding the agreement. Establish a process for resolving disagreements regarding any aspect of the agreement.</p>
<input type="checkbox"/>	<p>Identify and Reach Agreement on Issues Involving Third-Party Use</p>	<p>If third-party users (such as youth organizations or youth sports leagues) will be allowed to operate programs using the facilities, the district and the city need to agree on various operational and management issues:</p> <ul style="list-style-type: none"> ▪ Establish the priority of uses for third-party programs ▪ Agree on the protocol for scheduling properties ▪ Ensure third party permitting or lease procedures are adequate: <ul style="list-style-type: none"> - Address resource allocation pursuant to identified priorities - Access issues - Fees - Insurance and risk management issues - Liability
<input type="checkbox"/>	<p>Agree upon Improvements and Improvement Protocol</p>	<p>The parties should consider whether—and the conditions governing how—they will allow each other to make “improvements” (changes to the owner’s property made by or for the benefit of the party using the property). Determine whether the city will be authorized to improve district property, the conditions under which the city can improve property, how to allocate costs of improvements, and the ownership of the improvements.</p>
<input type="checkbox"/>	<p>Agree upon Cost Analysis and Allocation</p>	<p>The parties need to calculate the costs of the agreement and how to allocate those costs equitably. Determine which components of costs to measure, the methodology to use to determine costs, and how to allocate costs and fees.</p>
<input type="checkbox"/>	<p>Risk Management and Legal Issues</p>	<p>The parties must consult with risk management professionals and legal counsel to determine insurance requirements, allocate risk, and ensure the agreement is consistent with state and local laws and regulations.</p> <ul style="list-style-type: none"> ▪ Determine the types and amounts of insurance to require, consistent with legal and risk management requirements. Determine the types of documentation to exchange or require. ▪ Allocate liability risk. Determine whether or what type of indemnification to require. ▪ Ensure the agreement is consistent with existing state and local law and regulations, permitting procedures (or amend permitting procedures if necessary), and fee procedures or structure (or amend if necessary).

<input type="checkbox"/>	<p>Determine Term of Agreement, Methods of Evaluation, and Renewal</p>	<p>Determine the duration of the agreement, and the bases for cancelling or terminating the agreement before the term ends. Also determine what data to collect during the agreement, the nature and timing of its evaluation, and the process and conditions for renewing the agreement.</p>
<input type="checkbox"/>	<p>Identify Training Needs and Develop a Training Plan</p>	<p>Determine whether agency personnel need training to carry out the agreement, including instruction on any new procedures required by the agreement or any new duties assigned to employees. Determine who is responsible for conducting training, and identify employees who need to undergo training.</p>
<input type="checkbox"/>	<p>Develop Ancillary Documents</p>	<p>Develop exhibits to the agreement, as necessary:</p> <ul style="list-style-type: none"> ▪ List of properties subject to the agreement ▪ Inventory of the conditions ▪ Hours of use ▪ Operating rules ▪ Insurance documentation ▪ Third-party user forms
<input type="checkbox"/>	<p>Receive Formal Approval</p>	<p>The final step in completing the agreement is to ensure the governing entities formally approve the agreement.</p>

NPLAN is a nonprofit organization that provides legal information on matters relating to public health. The legal information provided in this document does not constitute legal advice or legal representation. For legal advice, readers should consult a lawyer in their state.

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¹ In addition, in some communities JUAs are used to construct new recreation and leisure facilities for use by schools and community members.

² Depending on the state and locality, a city, county, or town could enter into a JUA with a school district or community college district. For purposes of this document, we will use “city” to refer to the local government and “district” to refer to the school or community college district.