

FACILITY JOINT USE GUIDELINES

When negotiating the joint-use of facilities owned and/or operated by the recreation commission and school division/district, it may be advantageous to develop a master agreement. The master agreement would provide policy direction for the development of agreements between individual schools and recreation boards/committees situated within the boundaries of the recreation district or partnership.

Key elements include the following:

1) General contractual considerations:

- Identify parties to agreement (legal names).
- Framework/purpose of joint use agreement (whereas clauses).
- Date agreement is signed/time during which the agreement is in effect.
- List of all facilities to be shared under joint use agreement (areas to which they are to have access, common areas that may be taken for granted).

2) Insurance and liability:

- Insurance coverage required for joint use agreements includes public comprehensive liability insurance that covers injury, death and property damage.
- Extent of most coverage is between one and five million dollars.
- Common to state in agreement that each party will supply to the other an insurance certificate which will be to the satisfaction of the other.
- Check your insurance coverage.
- School insurance does not extend to cover recreation groups and municipal insurance will usually extend to groups that are designated as parties which participate in activities encouraged by the recreation commission.
- Renters outside of commission membership should be aware of insurable status. (Can insert clause with official list of groups associated with commission, provides protection by showing groups are covered by commission's insurance policy).
- Ensure waiver of liability clause is included OR at very least this issue should be addressed by all parties (waiver releases school board, in full, from any liability).

3) Facility maintenance:

- Clause should be included to clarify roles, responsibilities of both parties, to make provisions for capital and operating maintenance of school.

Operating maintenance issues:

- Day to day repairs required to maintain facility in present state. Two ways commission can respond:
 - i) share costs/provide school with cash infusion or “cash in kind”
 - ii) provide specific maintenance services
- Either way commission will most likely be seen to make a positive contribution to quality/efficiency of education services.

Specific ways to contribute to operational maintenance:

(Note: the school incurs fixed costs such as lights, heat, etc. These will be incurred regardless of the amount of school use. This should be taken into account when negotiating this section of the agreement.)

- Pay percentage of actual maintenance costs. Estimate time using a commission activity schedule and calculate the ratio of school time.
- Pay for all evening/weekend custodial costs.
- Pay for percentage of utilities for shared facilities.
- Through municipality, commission can pay for/repair all outdoor sports equipment at no cost or greatly reduced fee to school.

Clearly state in agreement, the party responsible for snow removal. Very important if someone incurs injury due to ice/snow.

4) Equipment use and damages:

- Specify whether or not joint use of equipment is part of agreement. If it is, specify exceptions to the rule.

Questions to consider:

- Will joint use extend to use of each others equipment?
- Will there be separate locked storage for your equipment?
- Who will have responsibility for lock up?
- What are rules/considerations for use?

- A detailed procedure for damage identification including nature of damage, when it happened and responsible party should be developed. There should be a sign out procedure before and equipment inspection after each use.
- Include a provision in the agreement regarding damage through negligent use, normal wear and tear, theft and vandalism.

5) Booking and scheduling:

- Issues include prioritizing activities; booking control; advanced scheduling; time encroachment; application systems; and booking restrictions.

Prioritizing activities:

- Decide which requests take precedence.
- Acknowledge that schools must have priority during school hours. Also specify if schools require priority for certain evening(s), week(s) or weekends (i.e. graduation).

Booking control:

- Have one group (school or commission) in charge of booking facilities. Party responsible for booking then communicates schedule to other party on a regular basis.

Advanced scheduling:

- Systematize scheduling process by starting with regularly scheduled and/or annual events and working down to short notice and/or one time activities.
- Can include the following considerations:
 - Plan all regular activities at the beginning of the school year i.e. meetings, special events like an annual dance.
 - Get input from both parties to schedule monthly events around annual and/or regularly scheduled activities.
 - Have a 24 hour window to allow recreation groups/school to book left-over time for “spur of moment” activities. Consider late requests on “first-come-first-served” basis.
 - A 24 hour minimum should be applied to groups wanting to cancel bookings, allows time for re-allocation of time slot.

Time encroachment:

- Include a procedure in agreement for occasions when one group’s scheduled activity “spills over” into another group’s allotted time.
- Optional approaches include:
 - Keeping school open later than planned.
 - Providing affected group with equivalent time next day or as soon as possible.
 - Reducing any user fee charged to affected group in proportion to actual time used.

Application systems:

- An application form should be developed that would include:
 - Name of group requesting access
 - Name of school granting access
 - Time/date of rental
 - Activities to take place
 - All facilities to be used
 - Rent fee, if any
 - Acceptance of requirement to comply with conditions of use as set out in joint use agreement and school policy
 - Signature
 - Address and phone number of signature organization
 - Application form can serve as reservation notice, allow for scheduling in regular requested time slot.
 - Re-application is necessary if activity changes.

Booking restrictions:

- Restrictions on access should be made clear to parties involved.
- Restrictions can be based on:
 - Activities deemed unsafe or not suitable to indoor facilities
 - Holidays, during summer, or to conduct annual repairs
- Confirmation for every booking should be required.
- Cancellation of an event requires a notice period.

6) Usage fees and charges:

- Joint use agreement usually deals with one way access to school by commission. School may or may not charge for use of school. If they do, school usually charges flat rate per group, general annual maintenance fee to commission, actual costs for community use i.e. weekend custodial wages or some combination of above.
- The key point is that the commission should not pay for something the school is already paying for, unless there is some arrangement in the interest of cost sharing.
- Agreement can be reciprocal where school has access to recreation facilities and commission has access to school. Usually no fees are paid in this case. If one party is getting more out of the agreement, then compensation may be made to the other party in the form of extra usage or a subsidy paid.

7) Supervision:

- Proper supervision is very important because schools are concerned about damages to equipment and liability from injury and because recreation commissions want to protect themselves from liability and to ensure future access to schools.
- Supervision must be adequate – rules should be developed outlining how many supervisors are required, age of supervisors, whether or not they should have any qualifications.
- Responsibilities of a supervisor should include points such as supervisor should be there 10 minutes before group is scheduled and until everyone has left.
- There should be a list of general duties, lock up duties and clean up duties.
- Specific list of requirements need not go in agreement and may be covered by school regulations.