

7.10.1—JOINT USE OF DISTRICT AND CITY FACILITIES

In order for the Smackover-Norphlet School District to provide for more efficient use of public resources and increase access to needed services, the district and its Board of Directors may enter into joint use agreements with local governmental agencies, postsecondary institutions, and/or community organizations to make school grounds or facilities available for public use or to use community facilities for school programs. Such agreements shall be based on an assessment of student and community needs and may be designed to increase access to spaces for physical activity, and recreation, or other programs that benefit students and the community.

State Code Sections 6-21-101, 6-21-501/505, and 14-54-1301/1307 authorize and encourage school districts and cities to enter into collaborative agreements to promote the health and general welfare of the community and to organize and conduct programs to enhance the recreational activities afforded to children and adults. When it is determined that the joint use of facilities is in the best interest of the District and the community, the Superintendent shall identify potential agencies or organizations to partner with the district in such agreements. He/she shall also establish planning processes that involve those partners, appropriate district and school staff, and involve community members in establishing goals and priorities for joint use, determining locations where programs or facilities are most needed, and establishing protocols for ongoing communication and coordination among partners. A detailed written joint use agreement shall be developed among the Superintendent, or designee, and the partners that delineate the terms and conditions for joint use and the responsibilities of all participating parties. The agreement shall be reviewed by legal counsel prior to approval by the Board. Such an agreement may address the following:

- Priorities for use of the property.
- Hours of use by the partners and other parties.
- Projected operating costs.
- Resource allocations of each partner, including provisions of materials and equipment.
- Responsibilities for management, scheduling, maintenance, on-site supervision (if needed) and other management operations.
- Access to facilities, including access to restroom facilities or provisions of portable facilities (if needed)
- Safety and security measures.
- Liability, insurance, and risk management issues.
- Fees, if any, for facility use and the party responsible for payment thereof.
- Provision for regular inspection and notification of damage as well as restitution and repair of property.
- Procedures for consent to make alterations, additions, or improvements to property.
- Duration of the agreement and the bases for cancelling or terminating the agreement before the expiration date.
- Process for resolving disputes regarding any aspects of the agreement.

Whenever district property will be used for joint use activities, such activities shall be scheduled during non-school hours and shall not interfere with the educational program.

The District shall consult its legal counsel, insurance carrier, and/or risk manager to ensure that the district's insurance provides adequate protection for the proposed purposes. The District may also negotiate to have the partner agency or organization wholly or partially indemnify the district for any potential liability for injuries, losses, or damages to individuals using district property. Whenever organized groups, such as sports leagues, use district property, the Superintendent, or designee, shall ensure that such groups maintain proper insurance.

The Superintendent, or designee, shall provide regular reports to the Board, program partners, and the public outlining progress toward project goals, including, but not limited to, levels of participation in joint use programs held at school or the community facilities, feedback from program participants, and any reports of damage to property or harm to individuals resulting from the joint use. As needed, the Superintendent, or designee, shall recommend amendments to the joint use agreement.

The District shall not enter into any joint use agreement that is not in compliance with Federal, state, or local law. A joint use agreement shall not become effective until agreed upon and signed by all participating parties.

Date Adopted: April 18, 2016

Last Revised: