

**Development of joint-use educational facility agreements between California Public school districts and community entities: A cross-case analysis of strategic practices, barriers, and supportive elements**

*Excerpted from a dissertation by Testa, Kenneth Charles: University of La Verne, 2000*

The majority of America's schools are rapidly deteriorating, outdated in design, and challenged by increasing enrollments. In California, building schools is further complicated by limited resources and two-thirds voter approval of bond measures. From both the urgency to improve the physical condition of schools, as well as the need to promote their benefits to communities, this study was born. Purpose. The purpose of this study was to describe strategic practices (defined as priority-based actions) utilized in the development of joint-use agreements for educational facilities between California public school districts and community entities, as well as both impeding and supportive elements. A cross-case analysis of the efforts and experiences of seven California school facility practitioners was crafted. Findings. The study identified major findings as metathemes that were operationally described. Six metathemes of strategic practices were identified relative to aspects of cooperation, perseverance, collaboration, entrepreneurialism, synergy, and resourcefulness. Six metathemes described barriers to joint-use, relative to aspects of territorialism, use/access conflicts, bureaucracy, and limited finances, collaboration and top-level support. Four metathemes described supportive elements to joint-use, including institutionalized belief, productive relationships, strong reputations, and support from top-level leadership. Recommendations. The study recommends facility practitioners commit action to joint-use project development with community entities. Implications point to the following considerations of. (1) cost-reduction strategies for new construction as well as operations, management and personnel; (2) community planning and development efforts; and (3) implementation of community recreation and education programs. Facility practitioners are encouraged to share joint-use efforts via professional networks. A central clearinghouse promoting best case practices is envisioned. Recommendations for further study are noted. In support of further study and common practices of facility practitioners, a comprehensive list of personal and organizational contacts utilized during the study is provided. In addition, an annotated compendium of successful joint-use projects is offered, as well as a list of network resources utilized by the researcher.

## Community/Schools and Interagency Cooperation

Engaging the community in school facility development may present additional challenges in terms of delays and complexities to the planning and design process. However, such processes may afford additional opportunities resulting in improving communities' comprehensive educational systems. After learning of his work in promoting the Community/School concept, the researcher established an e-mail relationship with Dr. Joseph Ringers of Arlington, Virginia, during the study. "Space sharing and interagency cooperation was in existence in this country just about as soon as the settlers arrived in America, e-mailed Ringers (1999b), who spent the majority of his long career promoting just that. In another communique with the former school district superintendent, he described, "the slash between community *and schools* was intended to convey the idea of a *new slant* between the relationship of the schools and their communities" (Ringers 1999a). Among Ringers' many published works, his 1977 book, Creating Interagency Projects, offers timeless advice and essentially a *how to* approach in blending the efforts of schools and community entities to create effective multiuse educational facilities.

The concept of the Community/School first emerged in the 1970s. Molloy (1973) wrote in his book Community/School: Sharing the Space and the Action:

The slash mark [between the words] Community/Schools does more than separate two words. It distinguishes two entirely different concepts in the use of educational facilities. Community schools [without the slash] simply open their doors to the public after school hours. *Community/Schools* do not differentiate between school hours and public hours because the entire building is operated for the benefit of all ages in the community and is paid for and operated by educational and other public service agencies. (231)

As "smart growth" policies emerge out of the uncoordinated development of housing, parks, libraries, roads, and educational facilities, community-centered schools shall become more effective and accessible to adults as well as the young. As Peter Schrag (1999) said, "there are few more important items to discuss" in addressing how schools of today should function.

The potential of schools to become School/Community Centers, defined as places that serve the educational, cultural, and recreational needs of the general public, has grown (Ringers 1996; Graves 1993). Since schools are some of the largest and often considered most significant buildings in neighborhoods, their planning and design have become particularly important to those who benefit from their use. School/Community Centers have been referred to as full-service schools, community service centers and family resource centers (Ringers and Decker 1995). As Ringers and Decker (1995) described, "What school/community centers offer is a place where, in addition to formal youth education, educational opportunities for learners of all ages can be provided, and many human service needs can be addressed" (26).

According to Padgett (1998), an increasing interest in lifelong learning and community involvement by community members fuels their personal interest in contributing to the planning and design of school facilities. Padgett suggests, "program-driven, process oriented approaches should occur in designing new schools for the twenty-first century that involve students, community, professional staff, as well as school administration and board members in a collaborative planning process that focuses on educational and community goals" (25). Ringers (1996) noted the following five basic characteristics of these centers:

- 1 . They are planned and operated through participative processes that involve representative cross-sections of communities.
- 2.They are jointly operated by several agencies. the lead agency usually being the school.
3. They are funded by separate budgets that are subject to regular review by all participating agencies.
4. Programming is determined by a council of the participating agencies and representative community advisory groups.
5. They are administrated by unit managers; advice is provided from program managers of participating agencies. (27)

In regaining the public's trust in schools, approaches in planning and designing learning environments that address the needs of all community members are being observed. No longer are learners regarded as young students. Rather, *the learner is the community*, and public school buildings and facilities are being designed to serve the total public. The flexible use and sharing of public school facilities with the broader community in meeting the mutual needs of both children and adults may provide many benefits. Donald Leu (1965), an original supporter of such benefits, stated, "changing educational objectives and methods may ... dictate modifications in the original design of the building. If the school is constructed with the principle of flexibility in mind, it may be changed economically and efficiently" (47). Most original Community/Schools remain active today, and as expected, have adapted to community's needs.

Community use of schools remains dependent on the desires of the citizens they serve. Deborah Moore, director of operations for The Council of Educational Facility Planners, International (CEFPI), sees community use as a current trend in school construction. Moore says, "with only 18 to 20 percent of the population having children in school, districts need to reflect the wants and needs of the community. If the district doesn't, voters will take their dollars elsewhere" (Bete 1998, 51) -a sentiment supporting the case for joint use.

#### A Case for Joint-Use Agreement Development

First, school construction *is big business*. Over \$17 billion was spent in the U.S. during 1998, according to the CEFPI (Agron 1999a). The respected source reports that over \$120 billion is needed for facilities to address health and safety issues alone. U.S. public school enrollment continues to rise past the current record of 52.2 million K-12 students. Classrooms jammed beyond seating capacity, joined with emphasis to address class size reduction, and the need for learning environments meeting community expectations offer momentum to support the movement behind joint-use facility development.

Second, school construction is important *business*. In reference to only one aspect of this importance, educational facilities affect students' abilities to learn and instructors' abilities to teach. For example, studies have shown that standardized test scores of students in "excellent facilities" have increased by as much as eleven percentile points over the scores of students in "poor facilities" (Hines 1996). As planners of school facilities consider the impact of school environments not just on young learners, but for all community members, the dimensions of joint-

use projects will remain important in developing partnerships with schools' surrounding communities.

Third, school facility development, and particularly joint use, is politically *complex business*. Mike McLaughlin (1999), Superintendent of the Redding Unified School District says, "Joint use is the highest level of politics. (You have to] be wary of being taken advantage of [by city government]. The school district board, the city council, and the city manager all have things to win." However, joint-use project development may help to focus each public's priorities into benefits for citizens and learners of all ages.

Forth, joint-use facility agreement development *is sensible* business. For example, the scarcity of land and community resources is guiding schools back into the heart of communities. As Fanning and Howey (2000) say, schools will offer facilities in the future where students of all ages will "celebrate the human spirit and imagination, where auditoriums, theaters, art centers, music labs, and other spaces will serve their students and communities in rich and wonderful ways" (21). This portion of the literature review develops this position.

Nearly three years ago, a Council of School Business Officials' Committee Presented a report entitled Joint-Use Agreements: A How-to Guide (Rizzuti 1997). The report provides a most comprehensive resource-in-print available at this time relative to the development of joint-use agreements. The introductory comments of the report are as follows: "In the constant struggle to provide adequate facilities for students, school districts need to explore all possible funding options. One option that is open to school districts and is used with increased regularity is that of joint-use agreements" (Rizzuti 1997, 1). In retrospect, work like the CASBO report indicates that the joint-use concept has become generally accepted.

In general, community support of and involvement in their school's facilities is directly related to local school bond measure outcomes (Bete 1998). David Hill, director of facilities and operations for the Blue Valley Schools in Overland Park, Kansas, in speaking about his own district said, "Our common spaces, classrooms, gymnasiums, cafeterias, library media centers, computer labs and performing arts centers are used extensively by the community for noneducational purposes. We have found substantial community support through extra efforts to make our facilities community-use buildings" (Bete 1998, 18).

Aging schools may become an opportunity rather than a liability to school districts, according to Lackney (1999a). Through a community of *learners* approach, older schools may become perfect examples of inviting community centers. We have moved beyond an age that introduced keyboarding, computers, bilingual education, interdisciplinary instruction, and back-to-basics. Currently, an age of World Wide Web connectivity and interactivity, video communication, virtual schools, and distance learning present opportunities to embrace lifelong learning in schools providing networking opportunities for all citizens of communities in not just places, but creatively utilized places.

Lackney (1999a) supports the community of *learners* model, which he defines as an "interdependency on others." He claims that educational leaders should first define learning goals, then identify resources which help reach the goals, including people, institutions, and places in the community. Subsequently, he suggests that educational leaders develop partnerships with both people in need and people that provide for learning settings designed around these elements. Jilk also supports this type of interinstitutional arrangements, where synergistic efforts of partners result in beneficial outcomes for many. Jilk characterizes the community of learners model into six expansive domains, from an individual basis to a global network (Lackney 1999a). Although these researcher's views are respected by many, the basis of joint use rests in its practical definitions.

## Joint Use Defined

Defining what joint use *and* joint-use agreements are may develop public understanding, and thus promote their development. In addition, differentiating between what joint use is *and is not* may add to this understanding. A joint-use agreement is defined by the Coalition for Adequate School Housing as "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 a site within a district" (CASH 1999c). That is, joint use is not only those temporary arrangements to provide school facilities for "outside" groups to use.

In November of 1999, the OPSC commissioned a workshop devoted to the exploration of joint-use opportunities as a purposeful component to "develop measurable reductions in the cost of school construction." During the workshop, joint-use facilities were defined as "facilities shared by two or more entities by contractual agreement including the cost of land and improvements, as well as operations if it is part of the initial agreement, resulting in lower initial property construction costs to the district" (Hallenbeck 1999, 1).

According to a report prepared by the California School Business Officials' San Diego/Imperial Facilities Planning and Support Research and Development Committee (Rizzuti 1997), a joint-use agreement is a "binding and more specific agreement between the district and another entity, be it private or public" (2). Joint-use agreements may be formed between various entities, including: (1) within district; (2) district to district; (3) district to city/county/special district; (4) district to higher education; (5) district to private development; and (6) district to nonprofit agency.

Regardless of the nature of the definition of joint use, the key to defining joint use lies in the explicit as well as implicit purposes for which such arrangements are developed. The New Schools, Better Neighborhoods coalition defines joint use in terms of its benefits, "promoting quality of life in community" (NSBN 2000). Many school districts enter into joint-use agreements to limit construction as well as maintenance costs for facilities. Ultimately, however, the benefits of joint use to communities and school district entities define their utility.

Arnold and Akers (1984) explored the written content of joint-use agreement documents. They suggested these documents should include the following provisions addressing a number of well-defined regulations: (1) procedures for gaining access, (2) conditions of use, (3) assigned responsibility for human and property safety, (4) regulations for community use, (5) rental fee schedules, and (6) legal considerations. In a recent study, Reeve (2000) examined the specific elements and component language of sixty-seven joint-use agreements developed in California between school districts and partner community entities as an outcome of the 1996 Proposition 203 legislation. Reeve's study provides a profile of the *contextual components* reflective of effective joint-use agreements between school districts and community entities.

Table 1  
Definitions of Educational Facility Use

Type of Use	Description	Conditions of Use
Sole use or single use	Facilities developed by and used solely by one agency	If excess space exists, the agency may share that space with another agency, but such use is incidental. Most school and college facilities fall under this category
Co-located	Facilities constructed at the same site or on adjacent sites	Advantages lie in the creation of a complex of similar buildings to facilitate interaction, identification, and logistics among groups with similar interests, such as a City School District Central Office adjacent to those of a Community College. However, co-location may only allow synergy of joint-use on an incidental basis (i.e. an “adjacency relationship,” where the use of one agency’s parking lots to support a large meeting at the nearby facility. Although co-located, the facilities tend to supplement or complement one another, control and operation of each facility remains with the owner of that facility
Joint use or shared use	Facilities developed to be used by more than one agency	Joint-use facilities are constructed by one agency but may be built under cooperative agreement. Regardless of the method of development and construction, the facility is planned for more than one agency to share the facility on a regular basis.
Integrated	Facilities designed to be used by multiple parties traditionally operating independently	The extent of the integration may vary to involve one administration operating all facilities to support an integrated program, which could also be under the jurisdiction of the same administration. In the purest form of integration, the situation essentially becomes a sole “seamless” use facility

Source: Roland Allen, Community College Services Group (1999). Reprinted with permission of author

TABLE 2  
EXAMPLES OF JOINT FACILITY PROJECTS

Concept of Project	Description
Educational mall concept	The Pomona Unified School District purchased a portion of an underutilized shopping mall for schools, district support services, and leased space to specialized educational programs (this example is explained further later in this chapter).
Learning resource center/library	Local library/learning resource centers could be constructed as joint ventures among college, K-12, city and county entities. Currently, a project is being designed between the Elk Grove Unified School District and Sacramento City Library Commission.
Performing Arts complex	A complex could be constructed as a joint venture among college, K-12, city and county or any combination of entities. Elk Grove Unified and the City of Elk Grove utilize such a facility
Applied technology training	The Center for Advanced Research and Technology (CART) will open in the fall of 2000 in Southeast Fresno/Clovis. The center (to be presented in detail later in this chapter) will bring together local schools and agencies in providing high technology work-force development serving students of both school districts and community colleges.
Maintenance/equipment operations center	As a joint venture, a college, school district, city, or county entity could share a common center, reducing costs on a wide scale.

Source: Roland Allen, Community College Services Group (1999). Reprinted with permission of author.

This dissertation's author focused his qualitative study on describing strategic practices, inhibiting factors, and supportive elements relative to joint-use facility agreement development in California between school districts and community entities. Data were collected from semistructured interviews of selected, experienced joint-use practitioners. *The results* of this study are reported in chapters IV, V, and VI of this dissertation.

### Joint-Use Agreement Documents

Written joint-use agreements frequently are based on documentation that school districts have had in place for many years. In obtaining and reviewing numerous hard copies of these agreements, this researcher discovered that the agreements are adaptations of similar documents shared among school districts. The author noticed that many agreements have similar contextual language. Excerpts of selected agreement documents are provided in appendix B. Provisions within the joint-use agreement documents are numerous and vary. This researcher discovered that some agreements are more complex and detailed than others. Table 3 lists the majority of provisions the researcher discovered in his review of over twenty joint-use agreement documents obtained.

Joint-use agreement documents are complex, varied, and numerous. The variety seems to depend upon the partnership, the type of facilities, and the level of articulation between school district and community entities, intergovernmental, interagency, or simple facility use agreements. Joint-use agreements are often amended from long-standing documents and then updated to reflect particular aspects of facilities intended to be shared, or to uphold a number of statutes.

### Joint-Use Statutory Authority

Regardless of the specific language of joint-use agreements, foundations for each are grounded in legislative statutes. Most of the legislation is reflected within California Education Code (EC) and Governmental Code (GC). Many statutes legally provide for joint-use agreement development. The statute's complexity is clarified in table 4.

The literature reviewed by this author relative to the statutory authority and responsibility of school districts in addressing school facility development revealed a new portion of the recently adopted school facility program that directly relates to joint-use development. Education Code Section 17070.90 states "as a part of its application [for grant funding], a school district shall certify that it has considered the feasibility of the joint-use of land and facilities with other governmental entities in order to minimize school facilities costs." This provision in the new program underscores the legal and prudent effort in order to seek ways to create school facilities that serve diverse members of communities. The next section presents examples of creative efforts.



TABLE 3

COMPONENT ASPECTS OF JOINT-USE FACILITY AGREEMENTS

No.	Aspect
1 .	Identification and description of partnering agencies
2.	Description of facility project, structures, equipment to be shared
3.	Definitions of the services and program to be provided
4.	Defined term length of the agreement
5.	Statement of mutual indemnification and/or duty to defend clause
6.	Statements of duty to inspect, repair, and warn of damage
7.	Loss provisions for security, damage, negligence. and property
8.	Conditions of agreement review and termination
9.	Provisions for finance, maintenance and equipment repair
10.	Operational responsibilities (i.e. custodial services)
11.	Staffing and payroll conditions
12.	Use, scheduling and cancellation provisions
13.	Operating hours
14.	Definitions of terms
15.	References to California Education Code Section 10900 and to California Government Code of Section 6500
16.	Provisions to settle disputes
17.	Other miscellaneous provisions relative to obligations, payment of utilities, considering the nature of the specific joint-use agreement
18.	<u>Signatures of primary agents (i.e., business administrator, city manager. etc.)</u>

TABLE 4

## STATUTORY AUTHORITY FOR JOINT-USE AGREEMENTS

Code Section and Title	Description of Statute
California EC 6500, Joint Exercise of Powers Act	Partner agencies may jointly utilize personnel, equipment and/or property in lieu of financial contributions for service
California EC 384030, Civic Center Act	States that school facilities, during nonschool hours, are civic centers and citizens/groups may use them
California EC 10900-16, Community Recreation	Cities and school districts may conduct community recreation activities, promoting health and cultivating development of good citizenship
California EC 35275, Joint-Use Provision	Requires districts to meet with city parks and recreation officials to review all possible methods of planning any new school or park facilities.
California EC 17751, Joint-Use allowance	School districts may enter into contracts with other public agencies to develop joint-use agreements for auditoriums or commercial or industrial facilities.
California EC 17750, Outsourcing Provision	School districts may enter into contracts with public agencies in order to operate joint-use library facilities on school sites used by the public and students .
California EC 38052, Public Transportation	Authorizes school districts to use school buses to transport persons for community recreation purposes.
California EC 17061-62, Joint-Venture Allowance	School districts may enter into joint-venture relationships meaning a collaborative undertaking for a specific project or projects, including developers.
California EC 17485, The Naylor Act	Requires school districts to offer for sale or lease and surplus school property to cities for community playgrounds, play fields, or outdoor recreation.
California EC 17527, Surplus Facilities	Allows school districts to make vacant classrooms in operating schools available for rent or lease to a city, including normal school hours, for recreational needs.
California EC 17230, Surplus Facilities	Permits school districts to sell any surplus school site for less than market value to cities for parks/recreation.
California GC 54222, Redevelopment Clause	Requires school districts to offer surplus land to cities, redevelopment agencies, and/or housing authorities for development of low-and-moderate-income housing.
California GC 65852.9, Surplus Facility Zoning	Requires cities to zone surplus school property for parks and recreation purposes at districts' discretion

Source: Tim Casey, City Manager, City of Laguna Niguel, California

TABLE 5  
TYPES OF OPERATIONAL JOINT-USE AGREEMENTS

Type of Joint-Use Agreement	Location of Cited Example
1. Combined school play fields and park spaces	Paramount, California
2. School/community aquatics-fitness center	Ankeny, Iowa
3. Community library	Elk Grove, California
4. Community recreational-athletic facilities	Rocklin, California
5. Library-homework center	Scotts Valley, California
6. Public/private neighborhood center	Orlando, Florida
7. Adaptive/shared reuse model	Pomona, California
8. Multipurpose facility	Sacramento, California
9. Center for applied research and technology	Clovis, California
10. Interjurisdictional cooperation	Phoenix, Arizona
11. K-12 and higher education articulation	Tracy, California
12. Expanded public parking and classroom space	San Diego, California
13. Community performing arts center	Elk Grove, California
14. Community centers	Dallas-Forth Worth, Texas

In Tracy, the Tracy Learning Center (type 11) is taking shape. Another unique style of joint use, the "TLC" will open in 2005, merging community development, a K-12 educational complex, and higher education. The project provides a textbook example of interagency cooperation in the nation.