

AN AGREEMENT FOR THE JOINT USE OF FACILITIES

Between

Walpole Public Schools,

Walpole Wellness Committee,

and

Let's Move Walpole

June 1, 2015- May 30, 2017

Jointly prepared by:

Walpole Wellness Committee, Let's Move Walpole,

And the

Walpole Public schools

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Walpole Public Schools,

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Walpole Wellness Committee

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Let's Move Walpole

THIS AGREEMENT is made by and between Walpole Public Schools, hereafter referred to as the "District", the Walpole Wellness Committee, hereafter referred to as the "WWC", and Let's Move Walpole, hereafter referred to as the "LMW."

I. Vision Statement

The High School and other kitchen facilities owned by the District are resources that can be used to benefit Walpole families. The District, WWC, and LMW have mutual interests in helping young people and their families learn and develop skills that will enable them to develop healthier lifestyles. It is important for the District, WWC, and LMW to have a unified approach and vision in fostering the community's health and wellbeing.

II. Purpose of the Agreement

In establishing this agreement, WWC, LMW and the District seek to:

- A. Encourage use of the District's facilities to fulfill the Vision as stated above. To do this, the WWC and LMW, in conjunction with the District, will be able to use the facilities to the extent they are not otherwise being rented or used pursuant to District policies and practices;
- B. Establish procedures to encourage cooperative working relationships between the District, WWC, and LMW personnel at all levels and to quickly resolve issues that may arise between them;
- C. Commit to regular reporting and sharing of information as to results of their efforts and joint use of facilities.

III. General Provisions of the Agreement

1. The facility uses authorized by this Agreement serve both municipal and educational purposes;
2. This Agreement Is intended to enhance and not interfere with the primary mission of the District's governance;
3. This Agreement recognizes the District's commitment to school-based decision-making in regard to use of its facilities;
4. The ultimate authority for the use of facility space will remain with the District; and
5. This agreement is not intended to amend any of the existing leases or other property agreements between the parties;

IV. General Guidelines for Joint Use

- A. The District will make its facilities and grounds available for use by the other parties on a priority basis after the scheduling requirements for its own programs and existing users have been met.
- B. All joint use programming and activities scheduled under this Agreement will comply with the District's policies, including those prohibiting discrimination.
- C. For scheduling purposes, priority will be given to programs that provide direct benefit to youth.

V. Procedure for Managing Joint Use of Facilities

- A. Central Coordinator, Permitting
 - a. The District will designate one representative to be the point of contact for joint use spaces that require special permission.
- B. Joint Use Program Requirements – All programs must provide adequate supervision by adults, age 18 and above, trained in emergency procedures as may be specified by the District. The user agency is responsible for providing program staffing or covering expenses of District program staffing, if necessary. Staffing must be sufficient to supervise program participants in entry areas, locker rooms and other non-secured spaces within a facility.
- C. Joint Use Facility Maintenance Responsibilities – With each use, the user agency shall be responsible for the pre and post occupancy preparations. All joint use spaces will be returned to the condition which preceded use. Where possible and necessary, access to cleaning supplies will be provided by the District. The user agency should check in with the facility custodian and establish agreement upon the pre and post use conditions.
- D. Security Provisions – If security staffing is needed, above and beyond that normally provided by the District, the user agency is responsible for providing the additional staffing.
- E. User Fees to Support Joint Use – For broader public use, fees may be charged to cover the expenses of administering that use for the public benefit.

- F. Non-Joint Use Fees and Charges – The District shall assess fees based upon established rates for space.

VI. Liability

WWC, LMW, and the District agree to indemnify and hold harmless each other from any and all claims for injury or property damage occurring during a use of the facility to the extent that such claims arise out of the negligence of their respective employees, agents, contractors or officers.

VII. Facilities Included in Joint Use Agreement

- A. All District kitchens and cafeterias.

VIII. Agreement Renewal

- A. Either agency can initiate a meeting to discuss interim problems or propose amendments to this Agreement.
- B. The term of this Agreement will be for two years and subsequently may be renewed after review and approval by both all parties.

IX. Community Partnerships

The District, WWC, and LMW are committed to developing partnerships that enhance the educational experience of Walpole students and their families. These partnerships may include those that benefit students, their families and the local community through programs which integrate academics, athletics, health and social services, youth and community development and community engagement.

Nothing in this Agreement shall preclude WWC or LMW, from initiating discussions and negotiating a subsequent arrangement with the District to implement school, city and community partnership programs during the term of this Agreement. This District agrees to engage in good-faith negotiations with WWC and LMW, if so requested. Any further partnerships or programs will be documented by separate agreement.

Signature Page

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Walpole Public Schools

Walpole Wellness Committee

Let's Move Walpole

By _____ Name of Signer Title	By _____ Name of Signer	By _____ Name of Signer Title
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Date _____

Date _____

Date _____