



Building the Evidence: Creating a Framework for Assessing Costs and Impacts of Shared Use Agreements



FRAMEWORK FOR SHARED USE WORKGROUP

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Building the Evidence: Creating a Framework for Assessing Costs and Impacts of Shared Use Agreements

Project Summary

Communities across the country are seeking safe, accessible, and affordable places for children and their families to exercise and play; this is no different in Los Angeles County, home to nearly 10 million residents. Public schools have a variety of recreational facilities—gymnasiums, playgrounds, fields, courts, and tracks—where people can engage in physical activity. In some low-income communities, schools are often the **only place** to find safe and affordable recreation facilities. Unfortunately, these spaces are often locked and inaccessible to students and to nearby residents (community users) during non-school hours. However, schools within Los Angeles County are successfully embracing shared use (also known as joint use) as a strategy to create more opportunities for physical activity to improve the health of students and community members alike. For this Project, the Los Angeles County Department of Public Health (DPH) partnered with *ChangeLab Solutions* (CLS), a public health law and policy organization with extensive experience in shared use to conduct: 1) an in-depth legal analysis of available shared use agreements (SUAs) executed under the guidance of the *Joint Use Moving People to Play* (JUMPP) Task Force, and 2) a series of case studies (case stories) and a stakeholder survey to describe the context and collective impressions of partners and community members engaged in the SUA process. In a separate but connected study, DPH also analyzed institutional costs data to assess the potential impact of SUA adoption and implementation on school district expenditures, for the period 2005-2012.

In the first portion of the project, DPH conducted a legal analysis of 18 SUAs, including cataloging of legal clauses and elements (e.g., covering provisions such as liability, sanitation, security) that are often included in these agreements. The analysis is intended to help inform the development of a framework or process map of SUA construction for use by the JUMPP Task Force. This was followed by CLS's more in-depth assessments of the SUAs' content. In the CLS assessment, two additional agreements were included for review, for a total of 20. Agreement elements were divided into five themes: (1) *Background*; (2) *Legal*; (3) *Sustainability*; (4) *Use of Facilities/Implementation*; and (5) *Other*. The 20 agreements varied significantly in duration, content, and comprehensiveness. From a legal perspective, the strongest agreements contained robust language on insurance, indemnification, dispute resolution, and enforceability. They also contained provisions that address the potential conflicts that typically arise when two or more entities share property or facilities (e.g., priority of use, access and security, maintenance, cost allocation). The best agreements not only address the aforementioned legal elements, but also other larger programmatic concerns.

In the second portion of the project, the research team supplemented the legal analysis by developing an interview guide to collect information about shared use efforts in the community. Through unstructured interviews of school officials involved in the planning and implementation of SUAs, four case stories (case studies), along with feedback from a survey of facilities managers/school officials at 15 additional schools, were completed to provide a snapshot of real world shared use practices. Although these case stories and survey assessment were potentially biased (since the schools in each story had agreed to be interviewed and others that had declined may have had a less positive experience with SUA efforts), there were important takeaways and lessons learned. One important takeaway is that schools and their partners reported very few unanticipated costs related to the implementation of SUAs.

The largest, most commonly raised issues by schools were: (1) the ongoing need for cleaning of facilities after use and (2) determining which party is responsible for payment of maintenance costs. Those officials who were interviewed generally agreed that SUAs provided important opportunities for athletics, after-school care and summer programming that children and families would not otherwise have access to. They also reported that increased use of school fields served as possible deterrence and reduction of vandalism rather than increased incidents of vandalism, which is commonly assumed. In a number of instances, a community partner has brought additional funding to build, upgrade or maintain school recreational and sports facilities. While these additional funds are not essential for successful shared use efforts, they helped to meet real costs and to assure that both parties in the agreement are equally invested in the success of the venture.

In the third and final portion of the project, we estimated the impact of SUA adoption on school district expenditures. We compiled a dataset of annual expenditures and information about SUA adoptions for school districts in Los Angeles County during the period 2005-2012. SUA adoption information was collected through an online survey of all 80 school districts in the region (survey response rate = 56%, n=45). The expenditure data came from financial reports submitted to the California Department of Education by all school districts in the state, using a standardized code structure. Our statistical analysis took advantage of the availability of the data for all 45 districts over the 8-year period. During 2005-2012, some districts did not have any SUAs; others had SUAs throughout the entire period; and a third group experienced changes in the number of schools with SUAs. Having this information allowed us to remove important potential sources of bias, such as those due to differences in expenditures between districts that adopted SUAs and those that never adopted them. Because expenditure data is categorized by type of expenditure, we explored the possibility of having found spurious relationships, by testing whether SUA adoption was associated to expenditures that should not be affected by them, such as *instruction* and *pupil services*. After accounting for differences in district characteristics (number of students and student demographics), time trends, and district-specific effects, we found a significant association between the number of schools with SUAs in a district and district expenditures categorized as *community services*. We also found a borderline significant association for expenditures in the *enterprise services* category. According to California Department of Education guidelines, *community services* captures the costs of activities concerned with providing services to community participants other than students, while *enterprise services* expenditures are for activities with costs financed or recovered primarily through user charges. Both of these categorical descriptions are consistent with activities that may arise from the adoption of a SUA. Our findings indicate that each additional school with at least one SUA is associated with \$15,500 higher *community services* expenditures and, less conclusively, \$59,000 higher *enterprise services* expenditures (5% and 1% increases, respectively) for the average district. Because these expenditures were captured at the school district level, they represent averaged costs to the district; thus, facilities managers and school officials at each individual school with a SUA may not be fully aware of them.

Emerging Lessons

Well-written, highly detailed SUAs and clear lines of communication can overcome a number of barriers to SUA implementation in both small and larger school settings. Shared use partnership generally can be formalized more than one way and functions best when tailored to the needs of the community. While the content and strength of the agreements can vary and some are likely better than others, all of them has the potential to create opportunities for physical activity, especially in neighborhoods with limited open space.

Chapter 1: Legal Analysis of 20 Shared Use Agreements in Los Angeles County

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Legal Analysis of 20 Shared Use Agreements in Los Angeles County

EXECUTIVE SUMMARY

Communities across the country are seeking safe, accessible, and affordable places for children and their families to exercise and play. Los Angeles County is no different. Public schools have a variety of recreational facilities—gymnasiums, playgrounds, fields, courts, and tracks—where people can engage in physical activity. In some low-income communities, schools are often the only place to find safe and affordable recreation facilities. Unfortunately, these spaces are often locked and inaccessible to students and the community during non-school hours. Schools within Los Angeles County, however, are successfully embracing shared use¹ as a strategy to create more opportunities for physical activity to improve the health outcomes of students and community members alike.

For this project, ChangeLab Solutions analyzed 20 different documents broadly defined as “joint use agreements.” The findings are displayed in the attached chart, which provides a snapshot of the relative strengths and weaknesses of all 20 agreements.

Agreement topics are divided into five themes: (1) *Background*; (2) *Legal*; (3) *Sustainability*; (4) *Use of Facilities/Implementation*; and (5) *Other*. Symbols signify whether a topic is addressed and whether the language used is “strong” or “weak.” Some topics, like “background check” and “independent contractor” do not lend themselves to strong or weak language. Rather, those topics are either addressed or not addressed. The endnotes describe unique or important provisions or characteristics of the agreements that may not be readily apparent.

The documents vary significantly in duration, content, and comprehensiveness. For example, a few are termed “agreements” when in fact they are not legally binding contracts. Most are bilateral, meaning that one party has made a promise to do or not do something in exchange for the performance of some act by a second party. Some of the arrangements are trilateral (involving three parties), and one is best defined as unilateral. And still others contain unique benefits to the partnering school district and surrounding community. Almost all of the arrangements directly benefit students, their families, and/or the community at large.

From a legal perspective, the strongest agreements contain robust language on insurance, indemnification, dispute resolution, and enforceability. They also contain provisions that address the potential conflicts that typically arise when two or more entities share property or facilities (e.g. priority of use, access and security, maintenance, cost allocation).

Our analysis, however, is broader than a purely legal one. We consider language that refers to public health outcomes, the broader impacts on the community, long-term sustainability, and equity. The best agreements not only address the aforementioned legal topics, but also these larger issues.

¹ “Shared use” – also called “joint use” or “community use” – occurs when government entities, or sometimes private, nonprofit organizations, agree to open or broaden access to their facilities for community use. Shared use can take place on a formal basis (e.g. based on a written, legal document) or on an informal basis (e.g. based on historical practice).

As one example, readers will note that the agreement between Los Angeles Unified School District (LAUSD) and the American Youth Soccer Organization (AYSO) is highlighted in red, denoting a “strong agreement.” This agreement contains robust indemnity and insurance provisions, explicit remedies in case of a breach, and comprehensive provisions on the sharing of the identified facilities. In addition, the agreement is one of only three that create a “Joint Use Committee” to oversee the successful implementation of the shared use arrangement. Finally, it is the only agreement that commits a partnering entity to (i) recruit participants from the school’s attendance zone, and (ii) use its “best efforts” to provide scholarships to students who lack economic resources. By including these nontraditional provisions, LAUSD and AYSO created a partnership that goes beyond the mere sharing of facilities.

As the chart illustrates, there is more than one way to formalize a shared use partnership. While some of the agreements are better than others, all of them play a significant role in creating opportunities for physical activity. Entities interested in shared use can use this chart to identify those provisions that can strengthen existing relationships and help form new ones.

Public Health Law Research: Legal Analysis of 20 Shared Use Agreements in Los Angeles County



| Partnering Entities | ABC Unified & Willow Elementary | LA County Park & Rec, LKF, Compton Unified | El Monte District & City of El Monte | Mountain View District & Think Together | Mountain View District & City of El Monte | Pasadena Unified & First Tee | Pasadena Unified & Pasadena Tennis Assoc. | Pomona Unified & Palomares Academy | Pomona Unified & YMCA (2010) | Pomona Unified & YMCA (2011) | LA Unified & AYSO | World Fit for Kids, Alliance for Better Community, & Academic Leadership | LA Unified & City of LA | LA Unified & Urban Strategies | ABC Unified & City of Hawaii Gardens | LA Unified & Gates Security | SoCal Tennis Assoc. & LA's BEST | LA Unified & City of LA | AYSO & John Liechty Middle School | City of Paramount Unified & Paramount Unified |
|--|---------------------------------|--|--------------------------------------|---|---|------------------------------|---|------------------------------------|------------------------------|------------------------------|-----------------------|--|-------------------------|-------------------------------|--------------------------------------|-----------------------------|---------------------------------|-------------------------|-----------------------------------|---|
| BACKGROUND | | | | | | | | | | | | | | | | | | | | |
| <i>Year of Execution</i> | 2012 | 2011 | 2011 | 2012 | 2011 | 2011 | 2011 | 2012 | 2010 | 2011 | 2009 | 2012 | 2010 | 2011 | 2009 | 2010 | 2012 | 2010 | 2011 | 2010 |
| <i>Length of Agreement (pages)</i> | 1 | 6 (8 with exhibits) | 1 | 1 | 1 | 1 | 10 | 3 | 12 (20 with exhibits) | 12 (20 with exhibits) | 24 (25 with exhibits) | 4 (5 with exhibits) | 16 (excl. exhibits) | 6 | 6 | 9 (10 with exhibits) | 3 (4 with exhibits) | 20 (22 with exhibits) | 2 (3 with form) | 10 (12 with exhibits) |
| <i>Unilateral/Bilateral/Trilateral</i> | BI | TRI | BI | BI | BI | BI | BI | BI | BI | BI | BI | TRI | BI | BI | BI | BI | BI/TRI | BI | UNI | BI |
| LEGAL | | | | | | | | | | | | | | | | | | | | |
| <i>Agreement Type (identified by document title)</i> | APPL & AGMT | MOU | APPL & AGMT | APPL & AGMT | APPL & AGMT | K | AGMT | AGMT | AGMT | AGMT | AGMT | MOU | AGMT | LIC AGMT | AGMT | LIC AGMT | AGMT | AGMT | Program | AGMT |
| <i>Term</i> | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ⊖ | ✓ | ✓ | ✓ | ⊖ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ⊖ | ✓ |
| <i>Termination Clause</i> | ⊖ | ✓ | ⊖ | ⊖ | ⊖ | ⊖ | ✓ | ⊖ | ✓ | ✓ | ⊖ | ⊖ | ✓ | ✓ | ⊖ | ✓ | ✓ | ✓ | ⊖ | ✓ |
| <i>Dispute Resolution</i> | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ✓ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ✓ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ |
| <i>Indemnity</i> | ⊖ | ⊖ | ⊖ | ✓ | ✓ | ✓ | ↑ | ⊖ | ↑ | ↑ | ↑ | ⊖ | ↑ | ↑ | ↑ | ↑ | ⊖ | ↑ | ⊖ | ✓ |
| <i>Insurance</i> | ✓ | ✓ | ⊖ | ✓ | ✓ | ✓ | ↑ | ⊖ | ↑ | ↑ | ↑ | ✓ | ↑ | ✓ | ↑ | ✓ | ⊖ | ↑ | ⊖ | ✓ |
| <i>Enforceability + Explicit Remedies</i> | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ✓ | ⊖ | ⊖ | ✓ | ✓ | ✓ | ⊖ | ✓ | ✓ | ⊖ | ✓ | ⊖ | ✓ | ⊖ | ⊖ |
| <i>Independent Contractor</i> | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ✓ | ⊖ | ⊖ | ✓ | ✓ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ |
| <i>Background Check</i> | ⊖ | ✓ | ⊖ | ⊖ | ⊖ | ✓ | ⊖ | ⊖ | ✓ | ✓ | ⊖ | ✓ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ |
| <i>Notes/Other</i> | 1 | 2,3 | 4 | 5, 6 | 7 | | 8 | 9 | 10, 11, 12 | 13 | 14 | 15, 16 | 17 | | | | 18 | 19, 20 | 21, 22 | |

Symbol Key
 ✓ Issue Addressed
 ⊖ Issue Not Addressed
 ↑ Issue Addressed with Strong Language
 ↓ Issue Addressed with Weak Language
 ■ Strong Agreement
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| Partnering Entities | ABC Unified & Willow Elementary | LA County Park & Rec, LKF, Compton Unified | El Monte District & City of El Monte | Mountain View District & Think Together | Mountain View District & City of El Monte | Pasadena Unified & First Tee | Pasadena Unified & Pasadena Tennis Assoc. | Pomona Unified & Palomares Academy | Pomona Unified & YMCA (2010) | Pomona Unified & YMCA (2011) | LA Unified & AYSO | World Fit for Kids, Alliance for Better Community, & Academic Leadership | LA Unified & City of LA | LA Unified & Urban Strategies | ABC Unified & City of Hawaii Gardens | LA Unified & Gates Security | SoCal Tennis Assoc. & LA's BEST | LA Unified & City of LA | AYSO & John Liechty Middle School | City of Paramount & Paramount Unified |
|-------------------------------------|---------------------------------|--|--------------------------------------|---|---|------------------------------|---|------------------------------------|------------------------------|------------------------------|-------------------|--|-------------------------|-------------------------------|--------------------------------------|-----------------------------|---------------------------------|-------------------------|-----------------------------------|---------------------------------------|
| SUSTAINABILITY | | | | | | | | | | | | | | | | | | | | |
| <i>Purpose/Goals</i> | ↓ | ↑ | ↓ | ↓ | ↓ | ↓ | ↑ | ✓ | ✓ | ✓ | ✓ | ↑ | ✓ | ↓ | ✓ | ↓ | ✓ | ✓ | ✓ | ✓ |
| <i>Duration (days/months/years)</i> | 2 years | 2 years (but see note) | 2 years | 1+ years | 2 years | 1 year | 2 years | ⊖ | 10 months | 10 months | 5 years | ⊖ | 10 years | 2 years | 30 years | 3 months + 1 year + 1 year | 1 year | 10 years | ⊖ | 5 years |
| <i>Option to renew</i> | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ✓ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ |
| <i>Evaluation</i> | ⊖ | ✓ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ |
| <i>Cost Allocation</i> | ⊖ | ✓ | ⊖ | ⊖ | ⊖ | ⊖ | ✓ | ⊖ | ✓ | ✓ | ✓ | ⊖ | ✓ | ⊖ | ✓ | ✓ | ✓ | ✓ | ⊖ | ✓ |
| <i>Future Costs</i> | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ✓ | ✓ | ⊖ | ⊖ | ⊖ | ⊖ | ↓ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ |
| <i>Oversight Committee</i> | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ✓ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ✓ | ⊖ | ✓ |
| <i>Technical assistance</i> | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ⊖ | ✓ | ⊖ | ⊖ | ⊖ |
| <i>Notes/Other</i> | | 23 | | | | | | 24 | | | 25 | | | | 26 | | 27 | 28 | | 29 |

Symbol Key
 ✓ Issue Addressed
 ⊖ Issue Not Addressed
 ↑ Issued Addressed with Strong Language
 ↓ Issue Addressed with Weak Language
 ■ Strong Agreement

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| Partnering Entities | ABC Unified & Willow Elementary | LA County Park & Rec, LKF, Compton Unified | El Monte District & City of El Monte | Mountain View District & Think Together | Mountain View District & City of El Monte | Pasadena Unified & First Tee | Pasadena Unified & Pasadena Tennis Assoc. | Pomona Unified & Palomares Academy | Pomona Unified & YMCA (2010) | Pomona Unified & YMCA (2011) | LA Unified & AYSO | World Fit for Kids, Alliance for Better Community, & Academic Leadership | LA Unified & City of LA | LA Unified & Urban Strategies | ABC Unified & City of Hawaii Gardens | LA Unified & Gates Security | SoCal Tennis Assoc. & LA's BEST | LA Unified & City of LA | AYSO & John Liechty Middle School | City of Paramount & Paramount Unified |
|---|---------------------------------|--|--------------------------------------|---|---|------------------------------|---|------------------------------------|------------------------------|------------------------------|-------------------|--|-------------------------|-------------------------------|--------------------------------------|-----------------------------|---------------------------------|-------------------------|-----------------------------------|---------------------------------------|
| USE OF FACILITIES/IMPLEMENTATION | | | | | | | | | | | | | | | | | | | | |
| Location | ✓ | ✓ | ✓ | ✓ | ✓ | ⊘ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ⊘ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Program/Services | ⊘ | ✓ | ⊘ | ⊘ | ⊘ | ⊘ | ✓ | ⊘ | ✓ | ✓ | ✓ | ✓ | ⊘ | ✓ | ⊘ | ⊘ | ✓ | ✓ | ✓ | ✓ |
| Priority of Uses | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ✓ | ⊘ | ⊘ | ↑ | ✓ | ✓ | ✓ | ⊘ | ✓ | ⊘ | ✓ | ✓ | ✓ |
| Use Period | ✓ | ✓ | ✓ | ✓ | ✓ | ⊘ | ✓ | ✓ | ✓ | ✓ | ↑ | ✓ | ✓ | ✓ | ⊘ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Primary Beneficiaries | Public | Students + Public | Club | Public | Club | Unknown | Students + Families | Public | Students | Students | Students | Students + Families | Public | Public | Students + Public | Public | Students + Families | Students + Public | Public | Students + Public |
| Schedule | ✓ | ⊘ | ✓ | ✓ | ✓ | ⊘ | ✓ | ✓ | ✓ | ✓ | ↑ | ✓ | ⊘ | ✓ | ⊘ | ⊘ | ✓ | ⊘ | ⊘ | ✓ |
| Participation/Access Fees | ✓ | ⊘ | ✓ | ✓ | ✓ | ⊘ | ✓ | ⊘ | ✓ | ✓ | ⊘ | ⊘ | ⊘ | ✓ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ |
| Equipment | ✓ | ✓ | ✓ | ✓ | ✓ | ⊘ | ⊘ | ⊘ | ✓ | ✓ | ✓ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ✓ | ✓ | ⊘ | ✓ |
| Access and Security | ⊘ | ✓ | ⊘ | ⊘ | ⊘ | ⊘ | ✓ | ⊘ | ⊘ | ⊘ | ↑ | ⊘ | ✓ | ⊘ | ⊘ | ✓ | ⊘ | ✓ | ⊘ | ✓ |
| Custodial Services | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ✓ | ⊘ | ⊘ | ⊘ | ↑ | ⊘ | ✓ | ✓ | ⊘ | ✓ | ⊘ | ✓ | ⊘ | ✓ |
| Maintenance/Repair | ⊘ | ✓ | ⊘ | ⊘ | ⊘ | ⊘ | ✓ | ⊘ | ⊘ | ⊘ | ↑ | ⊘ | ↑ | ✓ | ✓ | ✓ | ⊘ | ↑ | ⊘ | ↑ |
| Rules for Use of Property | ✓ | ✓ | ⊘ | ✓ | ✓ | ⊘ | ⊘ | ✓ | ✓ | ✓ | ✓ | ⊘ | ✓ | ✓ | ⊘ | ✓ | ⊘ | ⊘ | ✓ | ✓ |
| Parking | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ↑ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ |
| Communication Protocol | ⊘ | ↑ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ✓ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ |
| Staffing Structure | ⊘ | ↑ | ⊘ | ⊘ | ⊘ | ⊘ | ✓ | ⊘ | ↓ | ↓ | ↑ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ↓ | ⊘ | ⊘ |
| Notes/Other | | | | | | | | | | | | | | | | | | | | |
| OTHER | | | | | | | | | | | | | | | | | | | | |
| Unique Benefits to School/Community | ⊘ | ✓ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ✓ | ✓ | ✓ | ⊘ | ⊘ | ⊘ | ✓ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ |
| Equity | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ✓ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ | ⊘ |
| Notes/Other | | 30 | | | | | | | 31 | 32 | 33, 34 | | | | 35 | | | | | |

Symbol Key
 ✓ Issue Addressed
 ⊘ Issue Not Addressed
 ↑ Issued Addressed with Strong Language
 ↓ Issue Addressed with Weak Language
 ■ Strong Agreement
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-
- ¹ All users must agree to hold district and its personnel harmless, *even if user's loss or damage is a result of district's own negligence.*
- ² All parties are expected to retain liability release forms for program participations.
- ³ A certificate of liability insurance is attached to the MOU.
- ⁴ Signatory agrees to be *personally responsible* for any damages sustained.
- ⁵ Signatory must agree to defend, indemnify, and hold harmless district, its board of education, and personnel from and against all claims, *however caused.*
- ⁶ Signatory agrees to be *personally responsible* for any damages sustained.
- ⁷ See notes 5 and 6, *supra.*
- ⁸ Agreement references the Civic Center Act as relevant governing law allowing use of school facilities (see fourth Whereas clause).
- ⁹ Although entitled a "Community Recreation Access Agreement," this document does not appear to be a legal agreement. Rather, it appears to be a policy allowing community use of school facilities.
- ¹⁰ Agreement contains one-sided indemnity provision in favor of District.
- ¹¹ YMCA is solely responsible for volunteers assisting with providing services.
- ¹² Agreement is not valid or enforceable against District until approved by District Board and signed by Superintendent.
- ¹³ See notes 10 - 12, *supra.*
- ¹⁴ Remedies for default or breach are limited to monetary damages.
- ¹⁵ As stated in the MOU, the document "reflects the intent of the three organizations' collaboration ... it is not a written contract or legally binding agreement."
- ¹⁶ Volunteers must be "registered;" it's unclear whether formal background checks are required.
- ¹⁷ Any loss attributable to negligence or wrongful act is proportionate to party's percentage fault. Neither party shall be liable to the other for any consequential damages.
- ¹⁸ Letter agreement states that it is between SCTA and LA's BEST but it is signed by ABC as well.
- ¹⁹ Any loss attributable to negligence or wrongful act is proportionate to party's percentage fault. Neither party shall be liable to the other for any consequential damages.
- ²⁰ Remedies for default and breach of Agreement shall be in following order: (i) monetary damages; (ii) District may terminate Agreement; and (iii) suspension of City's right to use shared use areas.
- ²¹ This document is intended to be part of another LA Unified & AYSO agreement but by its own terms it is not an agreement. Rather, it allows access to a middle school soccer field for walking club members.
- ²² All walking club members must sign in upon arrival and sign out upon departure. They must also complete a registration form, which includes assumption of risk and hold harmless provisions.
- ²³ MOU has conflicting provisions regarding duration. Section II states two years; section XIX states six months.
- ²⁴ Based on the language of the policy, community access appears to last in perpetuity; that is, until the policy is repealed or amended.
- ²⁵ Agreement creates a "Joint Use Committee" to (i) discuss programming for the shared use areas, (ii) agree upon scheduling of shared use areas, and (iii) review adequacy of operational and maintenance responsibilities of both parties.
- ²⁶ At the end of 10 years following completion of the project, City must replace portions of artificial turf needing replacement.
- ²⁷ ABC will provide technical assistance to all parties to ensure sustainability of program.
- ²⁸ Agreement creates a "Joint Use Committee" to (i) discuss programming for the shared use areas, (ii) agree upon scheduling of shared use areas, and (iii) review adequacy of operational and maintenance responsibilities of both parties.
- ²⁹ Parties shall meet and prepare a schedule and shall meet three times per year to review the designated use of the areas covered by the Agreement.
- ³⁰ The program offers a water safety course for students who live near Carver Elementary School.
- ³¹ YMCA agrees to provide Playground Partners program to 29 District K-8 schools and after-school youth sports programs on certain weekdays and Saturdays.
- ³² YMCA agrees to provide Playground Partners program to 28 District PreK-8 schools and after-school youth sports programs on certain weekdays and Saturdays.
- ³³ Agreement requires recruitment from school attendance zone.
- ³⁴ AYSO agrees to use its "best efforts" to provide scholarships for students who lack the economic resources to pay registration fees.
- ³⁵ Agreement will result in significant new and renovated improvements to school grounds.

Chapter 2: Case Studies and Stakeholder Assessments of Shared Use Agreements in Los Angeles County

By

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And the *Framework for Shared Use Workgroup*



Executive Summary of Qualitative Analysis

SHARED USE AGREEMENT CASE STORIES AND SURVEY

The four case stories provided here, along with feedback from an oral survey of an additional 15 schools on the same topics, provide a snapshot of shared use practices as they have been developed and implemented on the ground. This sample of shared use agreements (SUAs, also known as joint use agreements) is somewhat biased – in that these schools agreed to be interviewed – while those with less positive experiences may have declined to be interviewed. Nevertheless, there are important trends to be identified and lessons to be learned from this data set.

The most important news for purposes of this broader cost-benefit analysis is that schools and their partners report very few unanticipated costs related to implementation of the SUAs, just one injury resulting in a claim and very little dissatisfaction with the agreements. The largest, most commonly raised issue that requires ongoing management is the cleaning of facilities after use and how that is assured and paid for.

On the positive side, those interviewed agree that the SUAs generally provide opportunities for athletics, after-school care and summer programming that children and families would not have otherwise had. They establish schools as active members of the community. Those interviewed report that increased use of school fields also tends to reduce vandalism rather than increase it.

In a number of instances, a community partner has brought additional funding to build, upgrade or maintain school recreational and sports facilities. While these additional funds are not essential for successful shared use efforts, they certainly help to both meet real costs, and to assure that both parties to the agreement are equally invested in the success of the venture. Bilateral agreements, where both parties use each other's facilities, also assure mutual investment.

A few have also reported that bringing the community onto the school campus for shared use activities has raised community awareness that has led to gaining additional funds for a school's recreational facilities through bonds or through establishment of a recreation and park district.

Additional aspects of implementation that were mentioned by many as key to the success of SUAs were that it is important to get all the details, including new policies and methods for ongoing communication spelled out in the SUA, and to establish ongoing communication to catch issues before they become large problems.

There is no doubt that the smaller the school district and/or partner, the easier it is to develop, implement and assure smooth operation of SUAs. However, well-written, highly detailed SUAs and clear lines of communication can overcome this in larger settings.



CASE STUDY 1

Shared Use Agreement between Paramount Unified School District and the City of Paramount



Photos by City of Paramount, Parks and Recreation

BACKGROUND

The City of Paramount (City) in California is a small city in Los Angeles County covering 4.8 square miles. The 2010 Census reported a population of about 54,000 – 79% of which was Latino. The area evolved from a Mexican ranch in the late 1700s to a dairy community. It was incorporated as a city in 1957, and the dairy industry faded out in the late 1970s. A focused redevelopment effort carried out over recent years has resulted in the growth of a business and industry base in Paramount. Paramount has 10 small parks, 2 public swimming pools, and several other recreational sites. It offers a range of recreational programs and classes for adults and children.

The Paramount Unified School District (Paramount Unified or District) operates 10 elementary schools, 4 middle schools, 1 K-8 school, 2 high schools and 2 alternative education programs serving almost 16,000 students. According to the school website, 88% of students are Latino and 95% of students are eligible for the federal free/reduced price lunch program (an indicator of low family income).

Paramount Unified and the City of Paramount have a long history of shared use of recreational resources. Numerous shared use agreements (SUAs or Agreements, also known as joint use agreements) were developed 10-20 years ago, allowing the City to utilize recreational resources at the schools. About 12 years ago, the District began using the City’s facilities as well, especially their gym and two pools. This resulted in additional SUAs, now sharing in the opposite direction – District to City.

This case story was developed through a series of phone interviews with individuals from the City and the District. The names of the individuals have been blinded in this story.

CONSOLIDATION OF SUAS

City of Paramount Informant #1 (CP#1) has been with the City for over 25 years and recalls the steady growth of fairly informal SUAs between the City and the District. In such a small city, s/he says, “It just made sense to share resources.”

Things started changing, s/he reports, when the District started using the City’s pools, which had much higher safety risks than other resources. At that point, what was written into the SUAs in terms of liability and insurance became even more important.

In 2008, the District hired a new Superintendent who came to the District with extensive experience with shared use. S/he immediately saw the need to combine all of the disparate SUAs into a single, comprehensive agreement.

At almost the same time, the District saw an opportunity to get \$1.9 million in state bond funding to support after-school programming at all 15 of its elementary and middle schools. The District then approached the City and asked whether they could run the program, which the City agreed to do. Again, the need for a clear, bi-lateral SUA increased.

HOW IT WORKS

A comprehensive SUA was signed between the City of Paramount and the Paramount Unified School District in 2010. It is a five-year agreement and covers all shared use between the City and District, invalidating any existing, smaller SUAs in place for specific schools or park facilities.

The SUA includes many of the basic items of a general SUA. It specifies that the host agency has priority for scheduling of the facilities; and it addresses maintenance, insurance, and mutual indemnity. Each party is responsible for safety and supervision while using the other’s facilities. Each is responsible to inspect the facilities before use and to report any problems after use.

The SUA specifically excludes adult sports leagues. According to Vince, this has gone poorly in the past and has created problems and liabilities related to alcohol use.

This SUA includes use of the City’s swimming pools – a high risk activity that many cities and districts are reluctant to include in a SUA.

While none of the fields have artificial turf, maintenance of fields and the irrigation systems for grass fields are directly addressed, stating that each party will be responsible for maintenance and repair of their own irrigation systems. Each party is also to maintain their own field lights and playground equipment. Any replacement of shared playground equipment is to be worked out in a separate cost-sharing agreement.

While not addressed directly in the SUA, Paramount Unified School District Informant #1 (PUSD#1) points out that, without artificial turf, it is necessary to let the fields rest periodically to allow the grass to recover from heavy use. Taking the fields off the schedule for this reduces the time available for shared use, and it appears to observers that the fields are being underutilized. Everyone wants more field time and this perception must be managed.

With external funding to support it, everyone is pleased with the City's operation of after-school and summer programs at the schools.

Each party provides janitorial services at their own facilities. The SUA specifies that the two will create a separate agreement to co-pay for any major repairs to facilities involved in shared use, but so far, this has not come up. There has been some minor vandalism at one pool. PUSD#1 reports that the City has an ongoing graffiti program, which takes care of most small problems.

There is an ad-hoc shared use committee that meets periodically just to "talk things through." This includes two people from the District and two from the City and has been going on for about 15 years. With the scheduling of use as the biggest challenge, both the City and the District agree that this ongoing communication is important to the smooth operation of activities under the Agreement.

Since 2010, no liability issues or claims have arisen. According to PUSD#1, there were some minor claims prior to 2010, but none that caused either the City or the District to operate differently or shy away from shared use.

CP#1 reports that parents are advocates for maximum resources for their children in general. While parents have been very vocal in applauding the wide range of activities that the SUA allows, they have not been involved in the actual SUA itself. Occasionally, the District gets a call from a neighbor who is unhappy about noise from a field, but this is usually about a group that is not authorized to use the field.

A PUSD-PTA Informant (PUSD-PTA#1) has been in the District over five years. While s/he has no knowledge of the SUA itself, s/he is very aware that the City runs the after-school program and that the District has access to the City parks. The only knowledge of problems s/he has is from outside/community groups that want greater access to the recreational facilities.

As for funding, CP#1 reports that the tide is turning, and schools are starting to have a little more money while City funding continues to decline. With the recent closing of redevelopment agencies, the City lost \$1.5 million and had a number of layoffs. S/he is not sure what this will mean for recreation in the City in the near future.

As PUSD#1 summarizes, the District and the City have a unique relationship marked by its high level of collaboration. S/he states, "It's about relationships, collaboration and understanding that you are serving the same clientele – engaging them in positive and proactive events. It's community relations." S/he acknowledges that the relatively small size of both the District and the City supports the success of the relationship. "In a larger place, there would certainly be more complexity."

SUMMARY

What is different about this SUA is that it is bilateral and flows fairly equally in each direction. While it has relatively little park space, the City's allowance of shared use of its pools and agreement to provide after-school and summer programming on school sites balanced the bi-lateral use. With each party recognizing the mutual benefit and covering its own operating costs, collaboration has been easy.

It is important to note the inclusion of the City's pools in the SUA. These are high risk facilities that many cities and districts are nervous to share because of the associated liabilities.

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The District does not have any artificial turf. While this reduces capital outlay for replacement of turf, maintenance of grass fields comes at a cost as well. Maintenance and replacement of irrigation systems is directly addressed in the SUA with each party responsible for their own systems. Additionally, grass fields require “down time” to recover from heavy use. Resisting the urge to book this down time can be a challenge when groups see the field unused and want the time to be assigned to them.

Both parties agree that the relatively small size of the City and the District reduces complexity and makes it easier to work together. An ad-hoc committee that meets regularly further enhances communication and problem solving.



CASE STUDY 2

Shared Use Agreement between ABC Unified School District and the City of Hawaiian Gardens



Photos by Hawaiian Gardens Park and Recreation

BACKGROUND

The City of Hawaiian Gardens (City) is the smallest city in Los Angeles County of California. Incorporated in 1965, it has a population of approximately 16,400 residents and covers a mere .9 square miles. There are three small, passive parks in the city. Hawaiian Gardens is located in the ABC Unified School District (ABC Unified or District).

The ABC Unified School District was formed in 1965 from a merger of the Artesia, Bloomfield and Carmelita Districts. The District's service area includes the cities of Artesia, Cerritos, Hawaiian Gardens and portions of Lakewood, Long Beach and Norwalk. It operates 19 elementary, 5 middle and 3 high schools as well as a college prep school, a continuation high school, infant/children centers, day care and an adult school.

ABC Unified had a long history of working with its surrounding cities and has had numerous shared use agreements (SUAs, also known as joint use agreements) in place over the years. This includes a SUA with Hawaiian Gardens since 1977 for shared use of Pharis Fedde Middle School's sports fields (Fedde). The current SUA for Fedde was renewed in 2004 and expanded to include several additional schools for a period of 20 years.

This case story was developed through a series of phone interviews with individuals from ABC Unified and the City. The names of the individuals have been blinded in this story.

THE SPORTS COMPLEX SUA

In 2008, the City of Hawaiian Gardens approached ABC Unified and proposed helping to finance a comprehensive sports complex at Pharis Fedde Middle School that would serve students during the school day and all of the surrounding community during non-school hours. The District was open and enthusiastic about the project.

Negotiations took place, and in 2009, both entities approved an agreement to build a complex that would include four baseball diamonds and related amenities, up to three multi-purpose football/soccer fields, a small building containing restrooms, storage space, a snack bar and a multi-purpose room. The effort also included an upgrade and modification of the existing irrigation system to support the new fields, lighting for the fields and parking lot improvements.

For this \$8.5 million project, the City would provide \$8 million and ABC Unified would provide \$.5 million. ABC Unified's funds had already been set aside for upgrading the sprinkler system and other maintenance of Fedde's fields. The City's funds came from a combination of grants, redevelopment bonds and reserve funds. This included \$.5 million from the Irving Moskowitz Foundation and about \$1 million from the State of California from a pool marked for the creation of soccer fields.

In return for funding 94% of the project, the City of Hawaiian Gardens would have unlimited use of the facility during non-school hours unless the school district notified them of their own need for after-hour use. The complex would be fully owned by ABC Unified, and ABC Unified would oversee all aspects of construction. The term of the agreement was 20 years, although the intent was for the complex to remain available to the City in perpetuity.

The complex opened for use in 2012.

HOW IT WORKS

From the District's perspective, things are going quite well. ABC Unified Informant #1 (ABC#1) reports that Fedde has gained access to a state of the art sports facility for use during the school day and is very pleased with it. The City is running a variety of after-hour sports programs.

There have not been any issues that could not be easily resolved, and the City has always been very clear that the needs of the school come first. The City is free to sublease use of the fields to other entities (e.g., sports clubs) for off-hour use and 25% of any fees gained from a sublease go to the District.

The District bills the City for a pro-rated share of cleaning, maintenance and utility costs based on the number of hours that they use. If any damage were to occur during City use, the City would pay for repairs, but so far, none has occurred. The City is responsible for maintenance of the artificial turf, including replacement of all or part of it as needed after ten years.

ABC#1 notes that the District has benefited greatly from the arrangement. In return, s/he reports, "we want to be a good neighbor." There have been no issues that the two parties could not resolve with ongoing communication.

When asked about the stability of the District at the time that they were considering the SUA, ABC#1 recalls that, although severe cutbacks and layoffs were occurring throughout the District at that time, the funds for capital improvement of fields came from an entirely different source (state bond) and could not be used for

teacher salaries. S/he points out that “it takes money to make money” and that an up-front capital outlay for such improvements as upgrading the aging sprinkler system saves substantial funds down the line by preventing floods and inefficient water usage. The fact that the District’s \$.5 million outlay leveraged \$8 million for the full complex during this turbulent economic time was a windfall.

ABC Unified Informant #2 (ABC#2) echoes what ABC#1 reports. The fit between the City and the District was a good one. The City had the funds and the District had the land. Because the City has such limited park space, it has always made sense to work together.

ABC#2 points out that “vandalism happens.” In fact, it happens less often when the fields are more heavily used. At one point, there was an issue about whether the City would share in the cost of repairing vandalism, but it was decided that the District would pay for it as part of its janitorial obligations. While an increase in janitorial workload for the District came with the expanded facilities, early rough spots have been worked out, and it is now integrated into the overall cleaning system.

With the exception of the build-out of the new complex, the District and the City have rolled multiple types of shared-use into a single agreement with no problems over the years. Quarterly meetings between the two groups help things to run smoothly.

City of Hawaiian Gardens Informant #1 (HG#1) agrees that the joint project is turning out well. While the City’s initial intent had been on after-hour programs for the students of the district, their focus shifted at some point to include adults as well. Since the City has been investing in efforts such as the one in ABC Unified, community participation in city-led recreational activities has clearly increased.

HG#1 has been with the City for more than 10 years and is not aware of any injuries that have resulted in any claims or legal actions at Fedde or at any school that they worked with during that time. Both the City and the District carry liability insurance as spelled out in the SUA, are responsible for their own safety-related behavior, and have agreed not to hold one another liable for any injuries or damages in the event of an incident.

When asked about parent involvement, HG#1 recalls that a few meetings were held with the community when the plan for the complex was being developed to gain parents’ and residents’ input on what amenities they wanted in the complex. Since then, there has not been much parent involvement with the agreement itself. Parent involvement in the expanded sports opportunities, however, has been great.

HG#1 agrees that strong communication between the City and the District has been key to maintaining a smooth relationship. In the event of a dispute that cannot be resolved easily, the SUA specifically defines a binding process for resolving the issue. This has not been needed.

When asked whether s/he had any lessons to share with others, s/he did not but did point out that the small size of Hawaiian Gardens is a key factor. With no land to build on, it is very important to work with the District as a partner to meet the recreational needs of the community.

SUMMARY

This was an ambitious building project that has benefited both the City and the District with very little downside so far. The significant funds available to build a complex that would meet everyone’s needs presented a rare opportunity that few districts will have. Issues of ownership, how time will be allocated, how

ongoing operating expenses as well as routine and capital maintenance will be shared, and dispute resolution are all addressed in the SUA.

As fields with artificial turf become more popular, recapitalization of the nearly \$1 million replacement cost every 8-10 years has become a big issue for many districts. In this case, the City has assumed full responsibility for replacement of the turf, which is included in the written agreement.

All parties agree that, to date, there have been no problems that could not be easily resolved. There have been no injuries that have resulted in claims or litigation. Participation in city-run recreational activities after school hours has risen, which has the added benefit of reducing vandalism.

One key to the positive experience has been strong, ongoing communication between the District and the City. Those interviewed stress that getting as many of the details as possible into the initial agreement is important as well.



CASE STUDY 3

Beautification License Agreement and Shared Use Negotiations between Los Angeles Unified School District and Emerson Avenue Community Garden Club regarding Orville Wright Middle School



Photos by Emerson Avenue Garden Club

BACKGROUND

Orville Wright Middle School (Wright School) is located on the west side of Los Angeles County near the Los Angeles International Airport and serves the low to middle-income Westchester community. It is a full magnet school with a STEAM (Science, Technology, Engineering, Arts, and Mathematics) emphasis. During the 2012-2013 school year, it had 644 students. The majority of students (63%) were African American with Latinos the next largest group (23%). 53% of students were eligible for free or reduced priced meals (an indicator of low income).

According to its website, the Los Angeles Unified School District (LAUSD or District) is the second largest school district in the nation with over 900 schools, 187 charter schools and 640,000 students. It covers over 720 square miles. Its budget for the 2013-2014 school year was over \$617 million. Shared use agreements (SUAs or Agreements, also known as joint use agreements) for individual schools are handled at the District level.

The Emerson Avenue Community Garden Club (Club) evolved from a small group of volunteers interested in gardening on an abandoned acre of the Orville Wright Middle School site into an official non-profit organization established in 2011, specifically for that purpose. This was achieved with the support of Environmental Change-Makers, an organization with similar values in the same community.

This case story was developed through a series of phone interviews with individuals from LAUSD and the Club. The names of the individuals have been blinded in this story.

HISTORY

In 2009, members of the community near Orville Wright Middle School organized as the unofficial Emerson Avenue Community Garden Club and applied for and received a grant from the City of Los Angeles (City) to turn an unused piece of land on the school campus into a small, pocket park. The motivation for this was that it had become an eyesore marked by weeds and the dead storage of furniture. The Wright School and the District supported the proposal. However, the City ran out of money and the project was never developed.

A teacher then approached a local environmental group – Environmental Change-Makers (Change-Makers) – and suggested that they, together with the Club, might develop a community garden on the plot. Change-Makers and the Club were interested. Both organizations then approached the school where they found an interested and supportive principal.

In early 2010, Change-Makers, the Club, the City of Los Angeles, the District and the Wright School principal met to explore the garden idea. An Emerson Avenue Community Garden Club Informant (EGC#1) attended the meeting and reports that all parties expressed interest in the project. The City offered to put in a water meter, the principal offered to set up irrigation to the plot, and the Club agreed to submit a garden plan that could be incorporated into a shared use agreement. It was agreed that the project would include a garden area just for the school, a garden area with plots for community members, a native garden, a mural, and composting.

In the summer of 2010, the Club had full architectural plans drawn up for the project and presented them to the Facilities Services Division of the District.

Over the next three years, concern about the garden plan's legality and safety was voiced by the District. At the same time, the Club gained support from a school board member who was able to pass a motion at the board level for all campuses in the District to have learning gardens as augmentation to the learning environment. A former city council member also advocated for the garden, and a former Sustainable Schoolyard Ombudsman, supported it in 2012 while working for the District.

Among the District's concerns was the Club's ability to enter into a binding legal agreement and obtain liability insurance. In response to this, the Club incorporated as a 501©3 and took out the level of insurance required by the District.

In July of 2013, the District issued a Beautification License Agreement (BLA) in lieu of a SUA. The BLA was originally for a period of six months but has been renewed several times and is still in place as of May, 2014. EGC#1 reports that they are still, four years later, attempting to negotiate the SUA.

THE BEAUTIFICATION LICENSE AGREEMENT

The Beautification License Agreement (BLA) allowed the Club to begin development of their garden vision. It allows "Access for design, construction, maintenance and operations relating to the community garden...involving beautification and revitalization at the Site." While it has been renewed several times, the BLA specifically describes the project as short term and of limited duration.

Under the BLA, the Club has accomplished a great deal. With over \$40,000 in cash raised, \$46,000 in in-kind donations and almost 18,000 volunteer hours through 2013, the Club has planted trees and built a native garden and a garden for students. Volunteers maintained the student garden over the summer of 2013. The Club also developed and submitted the design for the community aspect of the garden. Volunteers have

developed a classroom in the garden and offered story time there, provided educational sessions about organic gardening and nutrition in classrooms at the school and raised funds for the final build-out of the community portion of the garden that would become possible upon achievement of a SUA. Additionally, the City of Los Angeles installed a separate water meter for the garden and tilled the land. The District installed fencing to separate the community garden from the school and installed an extensive watering system.

A DRAFT SUA

As of May, 2014, a fairly developed draft SUA has been developed and edited by both the District and the Club. During development of the draft SUA, the Club has taken steps to address the District's concerns. In addition to establishing a formal organization and gaining insurance coverage, the Club has revised their architectural plans to address fire, safety, and disability codes and requirements. They have written a Code of Conduct for any members using the garden, which specifies that the Club can remove members that do not meet the Code of Conduct. They have established a lottery protocol for leasing garden plots to community members as well.

The District has specified that all future costs related to the garden will be borne by the Club. It has identified the type of locking gate that must separate the community garden from the student garden and stipulated that the Club will make every effort to establish that garden members have not been convicted of offenses set forth in the California Education Code, Section 44010. It has specified that all improvements to the garden area belong to the District if the Agreement is terminated and specified the terms for cause and non-cause termination. Their sign-off on whether the Club's revised plans are adequate to meet Americans with Disabilities Act requirements is still pending.

REFLECTION ON THE PROCESS

Orville Wright Middle School is on its fourth principal since negotiations on the garden began. All have been supportive of the community garden concept, but they have varied in how involved they have been in negotiations. The Club has been in close contact with the school since the start.

Given issuance of a highly refined draft SUA this month, EGC#1 is optimistic that a signed agreement will happen this year. S/he notes that both the school and the community want the Club there and points out that even the Mayor of Los Angeles has come to one of their activities. While it has been quite frustrating to spend years getting to this point, s/he also recognizes that the Club is paving the way and breaking down barriers for other schools in the future.

Los Angeles Unified Informant #1 (LAUSD#1) remains cautious about the community aspect of the garden plan. S/he is skeptical that hosting a community garden on school property meets the California Education Code, which is focused solely on the education of youth. For this and safety reasons, it has not been a priority for the district to resolve the issue.

Los Angeles Unified Informant #2 (LAUSD#2) has also worked with the Club to help them understand the level of detail that is necessary for entering into a contract with the District. "Most small non-profits and community groups," s/he says, "have no idea what it means to meet the legal and safety requirements of doing business with us." S/he reports that the Club has stepped up, however, and addressed each issue carefully. One example of this is meeting the requirements for accessibility under the Americans with Disabilities Act. The Club's original drawing to address ADA requirements included a path that was just a few inches too narrow for wheelchair access. They quickly adjusted to correct for that.

LAUSD#1 reports that the District has bent over backwards to accommodate the community in terms of the student-engaged aspects of the garden. S/he thinks it's fabulous that the community has developed a resource that allows the Wright School as well as the community to teach students in the garden setting. S/he hasn't heard anything negative yet about the garden project under the Beautification License Agreement and views that as a good sign. S/he hasn't heard of any injuries or actions that could lead to claims or lawsuits. The Club has communicated well with both the school and the District which s/he views as critical.

LAUSD#1 adds, however, that the garden's strength – a wonderful story and active community engagement – could also be its downfall. If the garden takes on a life of its own and community members with leased plots ignore the SUA or Code of Conduct, things could get very difficult. S/he is especially concerned that community farmers could assume permanent ownership of the land, put students at risk, or otherwise violate the Code of Conduct.

S/he notes that the key to strong agreements is a strong partner. S/he acknowledges that the Club has been a very strong partner so far and is optimistic about their relationship. "When you have a strong, well-run organization such as the Club, you can do anything."

SUMMARY

The plight of school districts is well summarized by LAUSD staff who report that, with the types of budget cuts that the District has faced in recent years, their primary focus is on projects that directly address fulfillment of the District's mission. In the second largest district in the nation, this means that negotiations for more civic-oriented activities can take years.

The Club has been willing to hang in there. It has been busy formalizing their organization and meeting the requirements of the District. But they are now ready to move on to building out the community side of the project.

To-date, cash costs for the District have been to install a fence to separate the garden from the school, and the irrigation system, which is viewed as a donation. There has been no direct cost to Wright School. While there has certainly been a time cost to the District to negotiate the SUA over a four-year period, there should be no ongoing cost once the SUA is finalized. As with other projects of this nature, the fear of cost arises from the fear that something will go wrong.



CASE STUDY 4

Shared Use Agreement between Los Angeles Unified School District and American Youth Soccer Organization regarding Edwin Markham Middle School



Photos by AYSO Watts – Opening Day on the new field

BACKGROUND

Edwin Markham Middle School (Markham) is located in District 7 of the Los Angeles Unified School District (LAUSD or District) and serves the low income Watts Community. During the 2012-2013 school year, it had 1,245 students. Over 99% of students were African American or Latino, 25% were English language learners, 80% were eligible for free and reduce-priced lunch (an indicator of low economic status) and less than 25% were identified as proficient in English or Math on STAR tests. The school faces many challenges, including gang activity in this inner city neighborhood.

According to its website, the Los Angeles Unified School District is the second largest school district in the nation with over 900 schools, 187 public charter schools and 640,000 students. It covers over 720 square miles. Its budget for the 2013-2014 school year was over \$617 million. Shared use agreements (SUAs or Agreements, also known as joint use agreements) for individual schools are handled at the District level.

AYSO Watts (AYSO) represents Region 1595 of the American Youth Soccer Organization, serving Watts and surrounding communities (Section 1, Area 1-P). AYSO has used the Markham field for soccer for a number of years – since before the Watts region was formally established and before the artificial turf was installed. This use was authorized by a series of short-term Civic Center permits, which AYSO paid for on an hourly basis. In 2007, the organization submitted its first proposal for an extended shared use agreement with the District. During negotiations opened in earnest in 2012 and over the next two years, the terms of an agreement were hammered out.

This case story was developed through a series of phone interviews with individuals from LAUSD and AYSO. The names of the individuals have been blinded in this story.

HOW IT WORKS

The SUA between the Los Angeles Unified School District and Edwin Markham Middle School in Watts covers the fall and spring soccer seasons and summer camp. It was signed in January of 2014 and runs for five years. It contains standard language for sports use of fields throughout the district – defining use of the field, lights, restrooms and parking, and addressing such issues as hours of use, parking, equipment storage, supervision, insurance, mutual indemnification and responsibility for inappropriate use or damage. The Agreement also states that a shared use committee will be formed with representatives from both groups to discuss ongoing programming issues.

The SUA is very clear that AYSO's use of the field is contingent upon AYSO actively recruiting local students to play soccer. It specifies that 50% of students registering to play for AYSO Watts must be from Markham's attendance area. If that cannot be achieved, then at least 50% must be students from Markham or the surrounding attendance zones. The SUA further specifies that AYSO will provide scholarships for some or all of its registration fees in order to support local students to play and that field time must be left available for other, non-soccer activities under Civic Center permits in order to assure that all Markham students have access to the resource.

In addition to defining annual custodial and maintenance costs for AYSO's use of the field, the SUA contains a general Material Repair or Replacement provision, which specifies that AYSO will pay funds into a general maintenance/repair reserve account annually. Additionally, the District can bill AYSO more for AYSO's "actual proportionate share" of a specific material repair or replacement when the cost of that repair becomes known.

In addition to this general maintenance and repair clause, the SUA specifically addresses the artificial turf. The SUA notes that the turf is expected to have a useful life of approximately eight years with five of those years remaining at the time the SUA was signed. It states that the parties will split the cost of replacement equally, and it estimates that cost as \$960,000. Taking half that cost and spreading it over the five estimated remaining years of the life of the turf (and length of the SUA), AYSO's portion of replacement is estimated at \$60,000 annually. A payment plan for those funds into a special account is then defined.

AYSO Informant #1 (AYSO#1) was involved in negotiating the SUA. As s/he recalls, there have been no injuries resulting in claims or lawsuits since AYSO started using the field. S/he also explains that there has been no need for major repairs and no vandalism that s/he is aware of during AYSO's hours. However, s/he reports that there has been vandalism to the turf by students during the school day.

AYSO#1 says that with little supervision of the field during school hours, kids hang out on the field during free time or lunch – dropping gum and candy, pulling the blades of the turf out or cutting out pieces of the turf with knives. AYSO has reported the damages, but so far, no repairs have been made, and teams are packing the holes and otherwise working around them. S/he points out that AYSO's extensive after-hour use of the field actually protects the school and field from vandalism in that it adds "many eyes" on the property for many more hours a week.

IMPACT OF THE AGREEMENT AND SATISFACTION

LAUSD Informant #1 (LAUSD#1) is pleased with the Agreement. While the use of school facilities for community benefit is required under the Civic Center Act¹ and allows districts to charge fees for the immediate cost of such use, the District has been essentially subsidizing many civic activities because the cost of capital outlays has not been recovered. With funds available for schools and districts to meet their K-12 educational mission leaner than ever before, s/he is clear that such subsidy cannot continue. The addition of artificial turf with its substantial replacement cost has shed light on this bigger issue.

LAUSD#1 reports that the Markham/AYSO SUA adequately addresses the true cost of the relationship and brings important revenue into the district to support recreational facilities. "It's just not right that we had been subsidizing soccer" s/he reports. "We should have been adequately charging for use of the fields all along." S/he is quite optimistic about the future of the relationship under the Agreement.

LAUSD Informant #2 (LAUSD#2) also supports the Agreement. The upsides of it are that the District has a consistent, known user with allegiance to the local community, that the after-hour use does control vandalism and that the sports program supports the growth of a community loyalty to the school. Now that the District is effectively recapturing the cost of shared use, s/he doesn't see any real down side to the SUA.

Although it was quite frustrating to spend five years trying to initiate a conversation with the District about the possibility of a SUA and two years actively negotiating it, AYSO#1 is also quite pleased with the Agreement. S/he thinks it is a significant benefit to the school to have the soccer program, as it is one of the only recreation programs available to students. Despite the high cost, the details of the SUA feel reasonable to AYSO. Their field time is adequate and the facilities are good.

AYSO#1 is pleased to report that Watts is crazy about soccer. The number of students participating in soccer has nearly doubled since the new turf has been available, and enrollment from the catchment area of Markham has not been a problem. The elementary schools (three public, three Catholic) are the main feeders to the program, but it is expected that these kids will grow into the middle school and bring their soccer participation with them.

While it would be helpful to have some support from Markham Middle School itself for recruitment of student players, AYSO has met their enrollment requirements through extensive community outreach. At one point, AYSO partnered with the Watts Health Foundation for the Foundation to issue vouchers for free soccer to students getting care at the Foundation's clinic.

AYSO Informant #2 (AYSO#2) stresses that AYSO doesn't turn kids away. About 20% of student players are full-pay, and the rest "give something." The increased cost of paying into the turf replacement fund, while reasonable, will require additional fundraising on AYSO's part if they are to continue to provide scholarships. S/he notes that the adult league that AYSO runs on the field will also help to pay the bill.

With the City of Los Angeles closing the gym at the Nickerson Gardens housing project because of danger related to gang activity, s/he states that AYSO soccer is "the most successful community program in Watts and is costing taxpayers nothing."

Parents have become very involved in soccer over time and can be found at the field, cheering their children, at all games. Brent does not know if the impressive parent engagement in soccer contributes to any increase in parent involvement with school-sponsored activities.

¹ California Education Code, Section **38130-38139**

S/he also can't say that playing soccer improves kids' grades. However, s/he does know that it increases self-esteem, gives students a positive activity and develops pride in their soccer field.

AYSO#1 adds that s/he has seen parents use soccer as an incentive or disciplinary tool – telling their children that they must keep their grades up in order to play soccer. AYSO also works to convey the importance of education to its players – reminding them often that they can go to college.

RECAPITALIZATION AS A TREND

The SUA between Markham and AYSO was not the first of its type, and inclusion of recapitalization of replacement costs in SUAs is a growing trend. Since SUAs have started moving in this direction, attention has shifted to the Civic Center Act as well.

In addition to requiring community use of school facilities, the Civic Center Act holds districts liable for any claims arising from poor conditions on or in those facilities. LAUSD Informant #3 (LAUSD#3) reports that the \$5-6 billion in budget cuts over recent years that LAUSD have experienced has significantly affected its ability to operate and maintain its facilities for community use. While LAUSD now has 30 fields with artificial turf, the turf issue was not the sole reason LAUSD and other districts advocated for changes to billing under the Act. The trend toward leasing school space to charter schools has also forced the issue.

In response to the concerns of districts and informed by these early SUAs, the Civic Center Act has also now been amended. On a five-year trial basis, the Civic Center Act now allows schools and districts to include recapitalization in their fee structure for Civic Center permits. The California Department of Education was tasked with developing regulations to guide the new fee structure, but those regulations have not yet been implemented.

SUMMARY

The plight of school districts is well summarized by LAUSD staff. With the types of budget cuts that schools and districts have faced in recent years, they simply cannot continue to subsidize community use of school facilities. With capital outlay for facilities and equipment as the key issue, districts can now pass a share of cost on to users that have Civic Center permits as well as SUAs.

LAUSD's SUA with AYSO at Edwin Markham Middle School is a successful example of a solution to the problem. Both the District and AYSO feel that the Agreement is fair even though AYSO will have to institute new fundraising efforts to meet its obligations under the SUA if it is to maintain its scholarship program for the low income families of Watts.

The requirement to recruit students from the school's catchment area, while a challenge, is also seen as fair by AYSO. While closer collaboration with the school would make this easier, AYSO has found ways to achieve the goal. Recruitment of middle school students to play soccer is more difficult than recruitment of younger students. However, when elementary school players move into the middle school, this will change.



Qualitative School Survey Results on the Context for and Experience with Shared Use Agreements

SUMMARY

This survey collects input from a small, non-representative sample of 15 school districts in Los Angeles County with current or previous formal, written shared use agreements (SUAs, also known as joint use agreements) for recreational activities in order to better understand the context in which SUAs are operating and the factors that contribute to their success.

Overall, districts were very satisfied with their SUA experiences, scoring them at an average of 8.5 on a scale of 1 to 10 with 10 as the best experience.

The length of the agreements ranged from 1 to 55 years with the longer agreements associated with larger financial investments made by facility users. A number of districts gained newly built or significantly upgraded facilities through these SUAs with funds provided by cities, through bond elections and, in one case, through the creation of a special benefits district for parks and recreation.

Parents were generally not very active in the development of these SUAs other than as voters on bond and assessment district issues. In one district, however, parents raised a significant amount of funds to upgrade the school's pool. In another district, parents were active advocates for a particular SUA.

The majority of SUAs are between districts and cities served by the district. One SUA provides district access to city resources, and two agreements are reciprocal. Two non-profits, including one soccer club, have agreements with districts as well. In most instances, cities and non-profits have approached their district seeking a SUA. Just one instance was reported where the district approached a city for use of its resources. Eleven of 13 respondents reported a history of collaboration with their partner prior to the SUA and most were quite proud of that history.

The majority of those surveyed reported that their SUAs were comprehensive with a high level of detail and related policies for implementation included within the SUA itself. Several respondents stressed the importance of including a high level of detail in a SUA—identifying that factor as critical to the success of the SUA.

One hypothesis prior to this study had been that SUAs were less likely to occur during times of “instability” for schools and districts. This was not found to be true. While high turnover in district superintendents was not directly addressed, turnover in principals was not seen as a factor because these SUAs were negotiated at the district level. Periods of financial instability and layoffs may have actually served as catalysts for many of these SUAs with schools and districts seeing the gain of shared maintenance and reimbursement for utility costs as a financial opportunity during lean times.

When asked about anticipated and realized benefits from their SUA, cost savings as well as new revenue to build or upgrade recreational facilities were commonly cited. The opportunity to “be a good neighbor” was also frequently cited.

Very few costs were anticipated or realized in these SUAs. Two districts reported that concerns about insurance costs and the liabilities associated with external users had been a concern but, for the most part, had not been realized. Minor custodial costs were anticipated and experienced with some districts passing these costs on to the users. Minor wear and tear was recognized as a cost but generally not viewed as a problem. Vandalism was reported to be minor and recognized as possibly occurring without the SUA in place. At least two respondents acknowledged that increased use of recreational facilities may deter vandalism because there are “extra eyes” on the properties for more hours of the day. Just one injury was reported resulting in an insurance claim, which was shared between the two users in the SUA. This was viewed as “just the cost of doing business” and did not serve as a deterrent to continued collaboration.

Overall, feedback on the SUA experiences of these 14 schools with current agreements was quite positive with strong benefits to districts recognized and few unreimbursed costs experienced. Too little input was received on past and declined SUAs to offer many lessons. However, no SUAs were reported as terminated or not renewed because of a negative experience.

I. Survey Objectives

To support the economic analysis of SUA costs and benefits conducted by the Los Angeles County Department of Public Health (DPH), this qualitative survey was conducted to better understand the context in which SUAs are operating and what factors other than dollar cost affect their success. Schools were asked to comment on SUAs that are currently in operation, SUAs they may have had in the past but are no longer in operation, and any SUAs they had considered but decided against.

A combination of open and close-ended questions probed such issues as leadership stability; budget cuts; prior experience with multi-sector collaborations; parent/community engagement in decisions; and anticipated and/or experienced benefits, costs, facilitators and barriers to participating in a SUA.

II. Methods

Thirty-one districts that responded to DPH’s original cost survey gave permission in that survey for additional follow-up. Three of those districts were contacted for the in-depth case stories included elsewhere in this report. All remaining districts were contacted by phone and/or email and asked to respond to this oral survey (with up to 4 phone and email attempts to contact each respondent). One district was identified as only offering Civic Center permits and not SUAs, and it was dropped from the survey. A total of 15 surveys were completed and are included in this analysis.

Thirteen of the districts included in the survey (87%) have one or more current SUAs. Of the 15 surveyed, 4 reported on SUAs that are no longer in place (27%) and 3 reported on SUA proposals that their district had considered but declined (20%).

One school has no current SUAs but reported on a SUA that was considered and declined. One school reported that they have SUAs but, upon closer examination, considers itself a “community school” with all outdoor resources available to anyone off-hours (games and practices scheduled) and inside facilities available on a one-off or annualized permit basis. This district remained in the survey as a “current SUA.”

The original survey defined SUAs as including recreational opportunities for adults as well as children and youth. It was determined in this oral survey that a number of SUAs are for youth activities only. These youth-only SUAs were included in this analysis for learning purposes.

This sample represents a small, self-selected set of districts in Los Angeles County and should be considered descriptive but not fully representative. Similar data from the three schools included as case stories are provided separately in this report.

Because of the small sample size and the fact that surveys were administered orally, findings are provided in a highly qualitative manner with minimal statistics.

III. Findings

A. Who Was Interviewed

Ten of those interviewed support the business function or business office in their district. They fill positions ranging from Assistant Superintendent of Business Services to one Administrative Assistant (offered for interview because of her longevity in the department). Four other respondents support the facilities management function in their district—all in Director positions. One respondent works in the “Civic Center Department” of their district.

There was a wide range in how long respondents had been in the position they are now in – ranging from just 2 years to 25 years. Overall, however, respondents with long tenure and familiarity with the history of SUAs in their district were the exception rather than the rule. Lack of memory about how SUAs came into place or functioned in the past was a consistent theme.

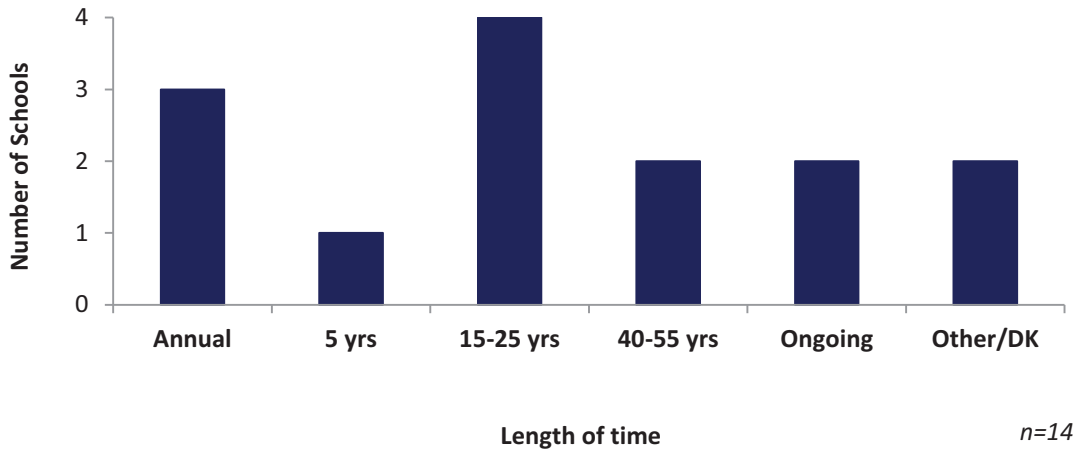
B. Current SUAs

For greater focus, respondents were asked to select just one current SUA when answering the questions. Findings include:

- **Partners:** Twelve of the 14 districts (85%) with current SUAs focused on SUAs with local cities. Two focused on non-profits – one was a soccer league and one was not identified.
- **Formal written agreements:** All respondents reported having a formal, written document in place documenting their SUA. One district reported having one large master agreement with numerous sub-agreements for individual schools or groups.

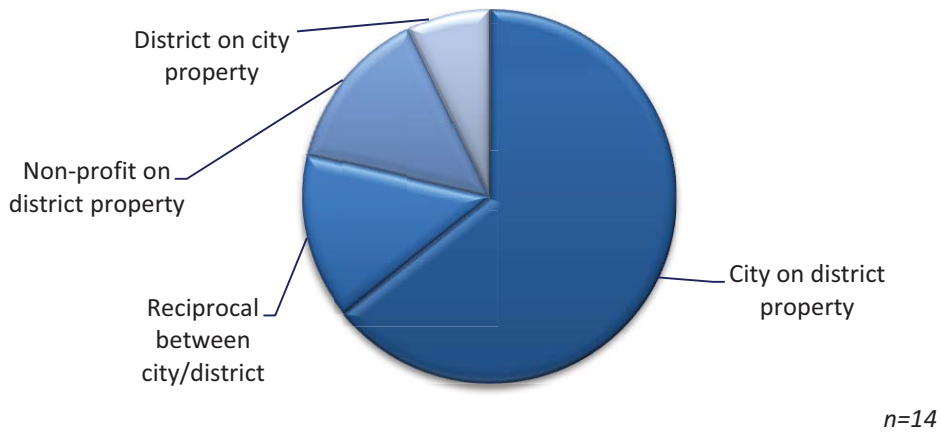
The **length of the agreements** varied widely with the longer agreements tied to higher financial investment by the user.

Figure 1: Length of time of the SUAs included in the Qualitative School Survey sample



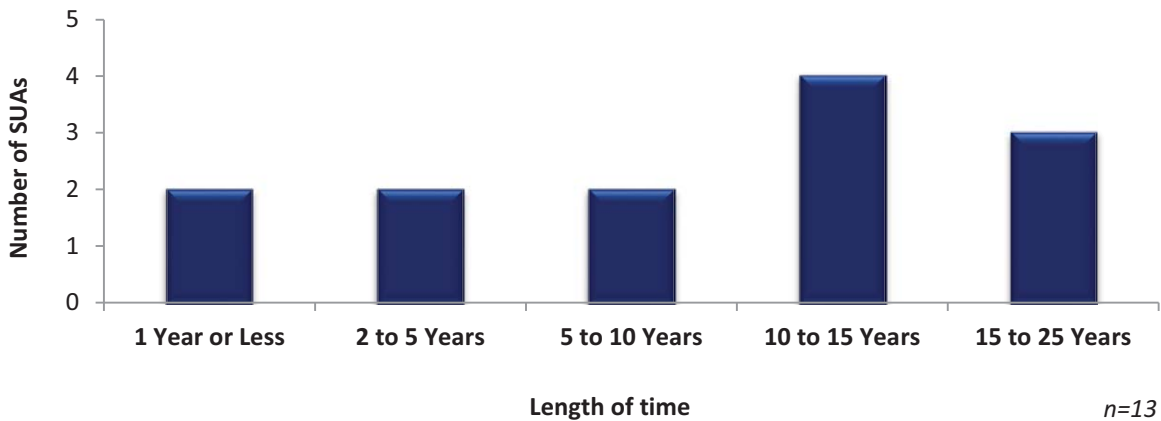
- Direction of resource use:** 9 out of the 14 SUAs involved cities using school resources. Two SUAs involved reciprocal use between a city and a district or school while 1 SUA allowed a school to use city resources.

Figure 2: Resources used for SUAs



- How long SUAs have been in place:** Just over half of SUAs were longstanding, having been in place for 10 or more years.

Figure 3: Length of time SUAs have been in place (including renewals)



- Who initiated:** Only one district reported initiating discussions about a SUA with a city (to use city resources), while 5 reported that the city had initiated. Two reported that a non-profit had initiated and 5 did not know. One did not focus on a specific SUA; but it reported that there were multiple SUAs with their local city, and both partners had proposed new ones at some point.
- Additional policies to support SUAs:** When asked whether additional policies had been necessary to support implementation of the SUA, 7 out of 10 who responded to the question reported that their SUAs had been comprehensive and all policies were included in it. The remaining 3 reported that additional policies had been necessary. Several of those with comprehensive SUAs stressed that the inclusion of all policies within the SUA itself as very important and/or the key to the success of the venture.
- History of collaboration and shared use, initial reactions:** Eleven of 13 respondents who knew the history of the district with their SUA partner reported a history of collaboration with their partner. One had an extensive history of collaboration with its county but not its new city-partner. Most took great pride in their history of collaboration for the benefit of their students and communities and viewed this history and trust as important to the success of a SUA.

Five respondents reported that the district had prior experience with SUAs, while just two respondents reported no history of shared use agreements. One district reported a long history of informal shared use without the written agreement. One respondent stated that they, as an individual, had brought substantial SUA experience to a less experienced district. Several did not know their district’s history with SUAs.

- Parent and community involvement:** Three respondents reported that the broader community – including school parents – had been involved in developing or supporting the plan for the SUA by voting for new bond funds or actually raising funds for new or improved school facilities. In one additional district, the city conducted outreach to inform the community about plans for the SUA. Just two districts reported direct parent involvement in development of the SUA itself. In one case, a few parents advocated for the SUA and in the other, parents helped raise funds.

- **Overall satisfaction:** Respondents were asked to rate their satisfaction with their SUA experience to-date on a scale of 1 to 10 with 10 the best. The average score across 13 schools that answered the question was a very positive 8.5. A sample of comments (with their corresponding scores) included:
 - *The SUA is brand new, but it took 18 months to get it done! (7)*
 - *Sometimes they leave a mess, and we have to charge them retroactively for custodial support. (9)*
 - *Not a lot of problems – sometimes billing issues and clean-up of the site. (8)*
 - *It has been a good working relationship. (10)*
 - *Everything works. Money was contributed by both sides. (10)*
 - *It's working fine but was a struggle to put together, get funding and approvals. (9)*
 - *10 for the concept, 5 for the politics. (averaged at 7.5)*
- **Stability of the school environment when SUA developed:** While half of those interviewed had not been there when the SUA was developed, others did provide feedback. Responses show a wide range in stability:
 - *We are a stable, very community-friendly district.*
 - *We had been laying off teachers, but recreational facilities came out of a different pool of funds.*
 - *Very stable staffing and leadership but very volatile funding environment.*
 - *We were facing cutbacks in staffing and had to lay off one custodian. Because of this, we had to charge our partners for cleaning.*
 - *Very stable leadership just cautious on funding.*
 - *Stable leadership, lots of new building going on in district.*
 - *You tend to collaborate more when money is bad. SUAs were financially attractive to us. Leadership was stable.*
 - *Things were highly unstable – we were closing schools and the superintendent leaving.*
- **Benefits -- Anticipated and Realized:** All respondents reported that the benefits they had anticipated had been realized. The most common benefits included gaining financial support for new or updated facilities, maintenance support for facilities, and the opportunity to contribute to the strength and well-being of the surrounding community. Comments included:
 - *They maintain our track and field, aerate and re-seed the field annually, maintain restrooms and pay for utilities based on usage. This has saved us a lot of money.*
 - *The shared use was good for our community. With creation of a recreation assessment district, we gained funds for maintenance.*
 - *We always try to work with our municipal partners. City covered almost half the cost of a new track (provided \$600,000) at the school, and we get use of city facilities at reduced rates.*
 - *The city contributed to pool renovation (\$73,000) - We couldn't have done it otherwise.*
 - *Positive relationship with community, buy-in for maintaining our schools and more eyes on campus off-hours.*
 - *It provided opportunities for kids, good stewardship of community.*
 - *We all gained. The city got access to our resources, we got access to theirs. No money changed hands.*
 - *We got free maintenance and upkeep of fields, helped keep youth off the streets.*
 - *It's about mutual support – to collaborate is important. We are neighbors.*

- *This allowed significant new resources at schools and in community. It turned vacant property into green space.*
- *The city mows and waters the lawn and pays utilities.*
- **Costs – Anticipated and Realized:** Costs have been reported as non-existent or minimal with half of respondents not aware of any costs. Minor costs were identified as:
 - Insurance concerns, fear of liability (2)
 - Very minor – custodial
 - Some wear and tear – not really a problem (2)
 - No vandalism –vandalism may actually be reduced (2)
 - Had to make improvements to our pool to meet ADA requirements

Injuries resulting in claims or lawsuits: Only one respondent was aware of an injury that resulted in a claim for the SUA that they were reporting on. Another shared its district’s claim history on an unrelated SUA:

- *We had one incident during a city event in our facility. There was shared fault between the two insurance companies. Just the cost of doing business. Made us more cautious but didn’t keep us from continuing.*
- *Truly rare – we’ve had incidents with child care centers on-site in past.*

C. Past SUAs Not Renewed

Three respondents identified SUAs that were active at one point in the past in their district but had not been continued. They were asked to describe these SUAs and why they were discontinued. Their stories were unique and no significant trends can be highlighted. No SUAs were terminated for cause.

- One SUA for soccer run by the local city was allowed to lapse and a different group (AYSO) took over the program – gaining their own SUA.
- One SUA for field use was at a school that was destroyed in the 1994 earthquake, and the SUA was allowed to lapse.
- One district reported a variety of small SUAs for recreational activities that were not renewed because the needs of the contracting groups had changed.

D. SUAs Considered but Not Approved

Three districts discussed potential SUAs that had been proposed to them but the district had decided against. Again, there were no common reasons for these decisions. They included:

- Their city proposed to take over all agreements for sports teams using school fields and manage one, single schedule and set of policies for them. It was rejected because the district did not have sufficient experience working with the city to give up control of their fields.
- A parent offered \$1/2 million if their child’s swim club could get first pick of practice time in the pool. This was rejected as unfair.
- One district has rejected SUA proposals with one-sided use. They were looking for reciprocal agreements only.
- A fourth district referenced potential SUAs that simply did not “pan out” in terms of time or funding but were not flat-out rejected.

Chapter 3: Impact of Shared Use Agreement Adoption on School District Expenditures in Los Angeles County

By

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Impact of Shared Use Agreement Adoption on School District Expenditures in Los Angeles County

Executive Summary

There is increasing interest in allowing community members access to school facilities for physical activity outside regular school hours. These formal arrangements are commonly described by many names (e.g., joint use agreements, space lease agreements, facilities use agreements) but are called shared use agreements (SUAs) for the purpose of this study. An important barrier to wider SUA adoption is the uncertainty among school officials regarding their costs, such as those from maintenance, security, or liability.

In this study, we estimated the impact of SUA adoption on school district expenditures. We compiled a dataset of annual expenditures and SUA adoptions for school districts in Los Angeles County (LAC) over the period 2005-2012. SUA adoption data was collected through an online survey of all 80 LAC districts, which had a 56% response rate. The expenditure data came from financial reports submitted to the California Department of Education by all school districts in the state, using a standardized code structure.

Our statistical analysis takes advantage of the availability of data for all 45 districts over 8 years. Over the 2005-2012 period, some districts did not have any SUAs; others had SUAs throughout the entire period; and a third group experienced changes in the number of schools with SUAs. Having this data allows us to remove important potential sources of bias, such as those due to differences in expenditures between districts that adopt SUAs and those that never adopt them that are unrelated to the adoption of SUAs, and those arising from expenditure trends over time. Moreover, because expenditure data is categorized by type of expenditure, we explored the possibility of having found spurious relationships by testing whether SUA adoption was associated to expenditures that should not be affected by them, such as instruction and pupil services.

After accounting for differences in district characteristics (number of students and demographic characteristics of students), time trends, and district-specific effects, we only found a significant association between the number of schools with SUAs in a district and district expenditures categorized as *community services*. We also found a borderline significant association for expenditures in the *enterprise services* category. According to CDE guidelines, community services captures the costs of activities concerned with providing services to community participants other than students, while enterprise services expenditures concern activities with costs financed or recovered primarily through user charges. Both of these descriptions are consistent with activities that may arise from the adoption of a SUA.

Our findings indicate that each additional school with at least one SUA is associated with \$15,500 higher *community services* expenditures and, less conclusively, \$59,000 higher *enterprise services* expenditures (5% and 1% increases, respectively, for the average district).

Background

There is increasing interest in allowing community members access to school facilities outside regular school hours to provide safe locations for physical activity [1]. Names commonly given to these agreements include civic center permits, space lease agreements, joint use agreements, shared use agreements, facilities use agreements, or license agreements. Increased adoption of these formal arrangements—called shared use agreements (SUAs) in this study—may lead to various benefits to communities but may also generate additional financial burden on schools [2, 3].

Understanding how SUA adoptions affect school and school district costs is important because uncertainty regarding the financial impact of SUAs has been identified as a potential barrier for schools to enter into these agreements. Research on this topic has been limited and findings have not been conclusive. For example, a report by the Center for Cities and Schools at the University of California Berkeley concluded that “school districts tend to highly subsidize the community use of schools” [3]. Conversely, a recent study in a large school district in North Carolina found that, despite significant growth in after-school program participation over a 12-month period, there was no significant increase in operating expenses [2].

In the present study, we assess the impact of SUA adoptions on school district expenditures using SUA adoption and financial data for a subset of school districts in Los Angeles County over the 2005-2012 school years. We focus on agreements that allowed access to facilities for physical activity, thus excluding those covering libraries, arts facilities, or public meetings.

Data

Shared Use Agreements

We developed an online survey to identify current and previous shared use agreements in Los Angeles County. For each school district, we asked if the respondent was the person most likely to be aware of the existence of a SUA in their district. If so, we asked them to identify the schools in their district currently covered by a SUA, as well as those schools that had previously been covered by a SUA that was no longer in place. In our survey, and thus for the purpose of this study, a SUA was defined as an agreement between schools/school districts and adult community members allowing the use of school facilities for physical activity outside of regular school hours.

A link to the survey was emailed to relevant district officials—which included directors of facilities, superintendents, and finance and business officers—in each of the 80 school districts in Los Angeles County. Officials who had not completed the survey were reminded through emails and phone calls 8 weeks after the initial request. Additional follow-up phone calls were

made to some participants to clarify the information they had provided and to collect information regarding the start and end dates of their agreements.

School District Expenditures and Characteristics

California’s standardized account code structure (SACS) provides all California school districts with a uniform and comprehensive chart of accounts they must use to categorize their revenues and expenditures. The California Department of Education (CDE) first implemented this system in the early 1990s and required its universal adoption with the 2003-2004 school year. The adoption of SACS by all districts in the state provides a viable opportunity for policymakers, educators, and the public to understand how districts receive funding and how it is spent.

SACS categorizes revenue and expenditure transactions according to functions, funds, resources, goals, and objects. Functions identify the activity for which a service or material is acquired. The nine major function categories are listed in Table 1. Because the use of some lower-level codes is optional (e.g., entering function code 5400 for civic services instead of the broader code 5000 for community services), we aggregated all expenditures under each of the major function categories. In addition, for the cost analysis we grouped instruction and instruction-related services under a single expenditure category and we ignored the “other outgo” category.

Table 1. Main SACS Function Levels

| Codes | Function |
|-----------|------------------------------|
| 1000-1999 | Instruction |
| 2000-2999 | Instruction-related services |
| 3000-3999 | Pupil services |
| 4000-4999 | Ancillary services |
| 5000-5999 | Community services |
| 6000-6999 | Enterprise |
| 7000-7999 | General administration |
| 8000-8999 | Plant services |
| 9000-9999 | Other outgo |

Although we initially expected most SUA-related costs to be captured in the *plant services* function, a review of SACS guidelines made it clear that districts should code these costs under the *community services* function. More specifically, the accounting manual explains that this category refers to “Activities concerned with providing community services to community participants other than students. These include activities authorized by the Community Recreation Act [...] and by the Civic Center Act.” [4]. Examples of activities covered by these acts include operation of community swimming pool, use of school facilities such as basketball courts, organizing recreation programs at city parks or school playgrounds. In addition, SUA-related costs that are reimbursed by community participants might be coded by school districts as *enterprise* activities, which are those “financed and operated in a manner similar to private

business enterprises, where the stated intent is that the costs are financed or recovered primarily through user charges.” These costs are captured in the enterprise expenditure category even if they are fully offset by user charges.

In addition to SACS data, we obtained data on student and school characteristics from the California Department of Education from 2005 to 2012. This data included total students enrolled per school by race and ethnicity and the number of students enrolled in free or reduced priced meals programs.

Analysis

Differences in expenditures between districts with SUAs and districts without them could be due to factors other than the adoption of a SUA. For example, districts that adopt SUAs may be larger, have a higher proportion of low socioeconomic status students, or they may just tend to have higher expenditures regardless of their adoption of a SUA. To remove these potential biases from the analysis, we took advantage of the availability of longitudinal data (2005-2012) on district-level expenditures, school characteristics, and SUAs.

We used multilevel mixed-effects linear regression models with district-level expenditures as the dependent variable and an autoregressive residual variance-covariance structure. We assumed annual expenditures are a function of the total number of students in the district, student demographic and socioeconomic characteristics, membership in the group of districts that had a SUA at any point, and the number of schools in the district that had a SUA during the respective year. Each regression included terms for time trends and random intercepts for each school district.

The key variable in these models is the number of schools within a district with a SUA. Its coefficient can be interpreted as the increase in district-level expenditures associated with each additional school that adopts a SUA. We estimated a regression model for each of the seven major function categories: instruction, pupil services, ancillary services, community services, enterprise, administration, and plant services. As explained above, we expected SUA-related expenditures to be captured in *community services* and perhaps under the *enterprise* function. Thus, the main hypothesis in this analysis was that the number of schools with SUAs within a district would be associated with expenditures in these two categories but not with other expenditure categories. Additional details are provided in the Appendix.

Results

Descriptive Analysis

Of 80 school districts in LAC, 45 responded to the survey and provided the necessary information to conduct the analysis, for a 56% response rate. Nearly half of participant districts indicated that at least one of their schools had adopted a shared use agreement (Table 2). Districts with SUAs had more students on average than districts

without them, but the difference was not statistically significant. Similarly, there were no significant differences between the two groups in the racial/ethnic composition of the student body or in the proportion of students eligible for free or reduced-price meals.

Table 2. School District Characteristics by Existence of Shared Use Agreement, 2012

| Characteristic | No SUA | SUA | P-Value |
|------------------------------------|--------|--------|---------|
| Number of districts | 24 | 21 | - |
| Average number of students | 10,020 | 15,430 | 0.140 |
| Student demographics | | | |
| % White | 22 | 15 | 0.231 |
| % Black | 8 | 6 | 0.354 |
| % Hispanic | 52 | 64 | 0.102 |
| % Asian/Pacific Islander | 15 | 13 | 0.621 |
| Student socioeconomic status | | | |
| % Eligible for free meals | 44 | 55 | 0.079 |
| % Eligible for reduced-price meals | 8 | 10 | 0.261 |

In 2012, per-student district expenditures were not significantly different between school districts with SUAs and those without them (Table 3). However, districts with SUAs had higher average expenditures on pupil services ($p=0.01$) and appear to have lower enterprise services expenditures (significant at $\alpha = 10\%$) than districts with no SUAs. Over the 2005-2012 period, patterns in per-pupil expenditures were similar for both groups in most expenditure categories (Figure 1), except for plant services, where expenditures of districts with SUAs decreased by over 40%, while those of districts without SUAs increased by 4%.

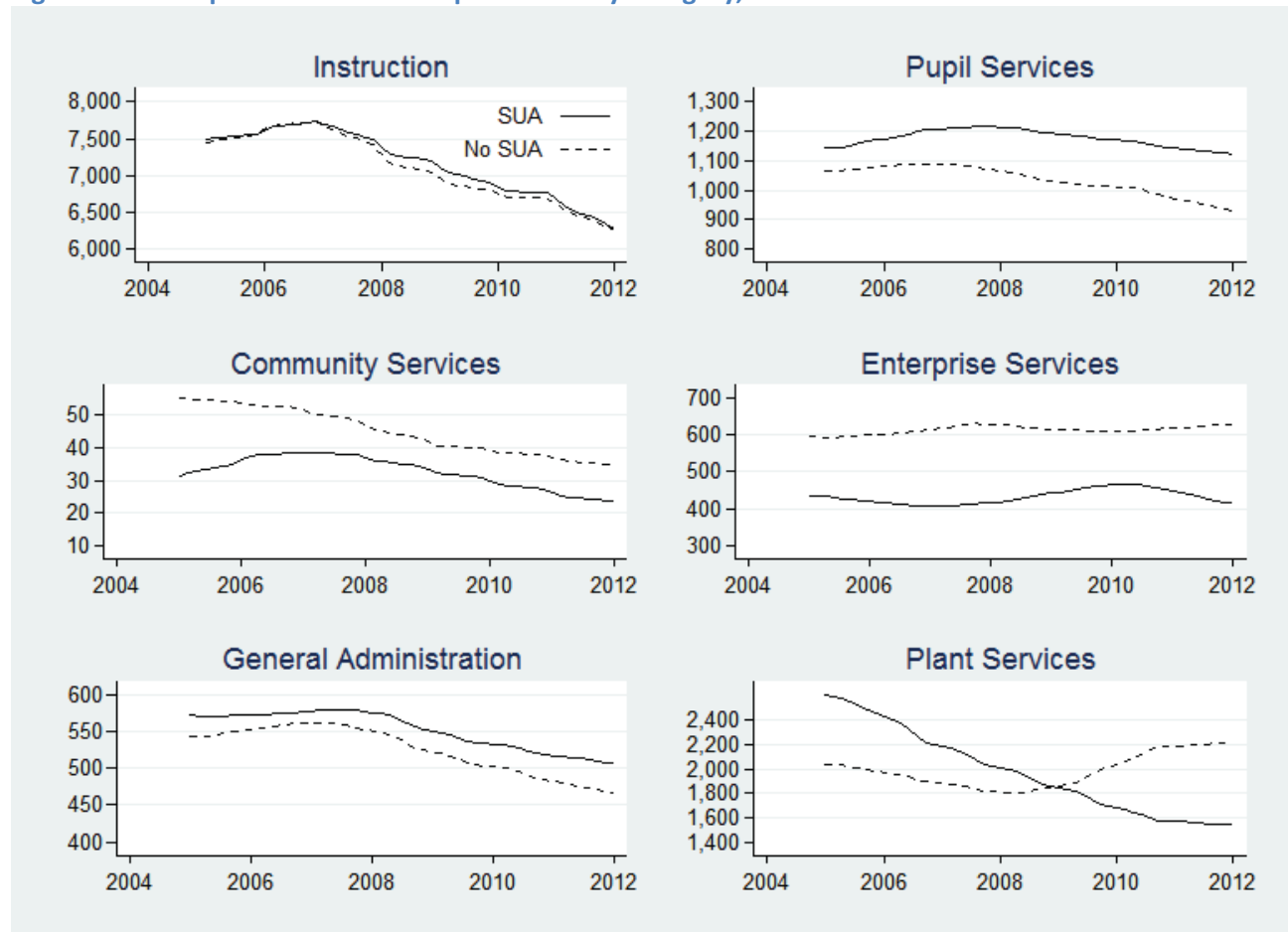
Interestingly, districts *without* SUAs had higher community services and enterprise expenditures than districts *with* SUAs. This suggests that other activities in addition to those related to SUAs are captured in these categories, and highlights the need for analysis beyond descriptive comparisons of expenditures.

Table 3. Per-Pupil District Expenditures by Existence of Shared Use Agreement, 2012*

| Expenditure Category | No SUA | SUA | P-Value |
|------------------------|--------------|--------------|--------------|
| Instruction | \$ 6,165 | \$ 6,186 | 0.927 |
| Pupil Services | 872 | 1,102 | 0.010 |
| Ancillary Services | 28 | 43 | 0.196 |
| Community Services | 34 | 23 | 0.348 |
| Enterprise Services | 637 | 374 | 0.087 |
| General Administration | 447 | 490 | 0.291 |
| Plant Services | 2,163 | 1,586 | 0.117 |
| Total | 9,898 | 9,313 | 0.298 |

* In constant dollars, adjusted using the consumer price index for the Los Angeles region.

Figure 1. Per-Pupil School District Expenditures by Category, 2007-2012*



* In constant dollars, adjusted using the consumer price index for the Los Angeles region.

Regression Analysis

The key results in the hierarchical linear regression models are summarized in Table 4, which shows statistically significant ($\alpha \leq 0.1$) regression coefficients for the key variable of interest (number of schools with SUA within a district). These results suggest that each additional school that has a SUA is associated with an increase in district-level *community service* expenditures of about \$15,500 ($p < 0.001$). The coefficient in the enterprise services expenditures regression (\$59,000) was only borderline significant ($p = 0.1$), so we cannot conclusively assert that there is a significant relationship between the number of schools with SUAs and these expenditures. As expected, the number of SUAs is not significantly related to any of the remaining expenditure categories, although the coefficient in the General Administration regression was nearly significant ($p = 0.11$). As shown by estimated pseudo- R^2 s, model fit was generally good. More complete details are provided in the Appendix.

Table 4. Selected Results of Hierarchical Linear Models of School District Expenditures

| Outcome Expenditure Category | Coefficient for Key Variable: # Schools With SUA | Regression Pseudo-R ² |
|---------------------------------|---|----------------------------------|
| Instruction | N.S. | 0.99 |
| Pupil Services | N.S. | 0.89 |
| Ancillary Services | N.S. | 0.42 |
| Community Services | \$ 15,464 *** | 0.86 |
| Enterprise Services | \$ 58,945 * | 0.83 |
| General Administration | N.S. | 0.94 |
| Plant Services | N.S. | 0.79 |

* p≤0.1 ** p≤0.05 *** p≤0.001

Discussion

Using longitudinal data reported by 45 school districts in Los Angeles County, we assessed whether the adoption of shared use agreements is associated with higher expenditures. Results from our statistical analysis indicate that each additional school with a SUA is associated to an increase of about \$15,500 in *community services* expenditures and, less conclusively, \$59,000 in *enterprise* expenditures. In 2012, average community services expenditures were \$340,000 and average enterprise expenditures were \$6.4 million among districts without SUAs. Thus, to the extent that our analysis captures causal relationships, we would expect a school’s adoption of a SUA to result in a 5% increase in community services expenditures and 1% increase in enterprise services expenditures.

Although our design does not allow for a definitive causal interpretation (more on this below), these findings are consistent with our a-priori expectations. According to SACS guidelines, the *community services* category should capture expenditures from activities concerned with providing services to community participants other than students. The *enterprise* expenditures category concerns activities with costs financed or recovered primarily through user charges, which could include SUAs where these charges are part of the agreement. In this regard, we should remark that the increases in expenditures estimated in this study are not necessarily fully financed by schools or districts; SUAs often include provisions for the partial or full reimbursement of, for example, maintenance, staffing, or liability expenditures that result from the activities covered by the agreement. SACS data also categorizes revenues; thus it could be possible to identify SUA-related reimbursements, but that analysis was outside the scope of the present work.

This study is not without important limitations. First, we are less than confident that districts consistently use the *community services* expenditure category to capture SUA-related costs. In fact, we are mostly certain this is not the case: in nearly 1/3 of observations for districts that had SUAs, *community services* expenditures were \$0; therefore, these costs, *if any*, must have been entered in other fields, perhaps the traditional categories (e.g., plant services), which would lead to measurement error and potential downward biases in our estimates.

Second, due to the limitations of our data, our analysis assumes that expenditures increase with the number of *schools* that have SUAs, not with the number of SUAs. Thus, our regression cannot differentiate between a school with 1 SUA and another school with, say, 5 SUAs. It is not clear how important this limitation is because there may be economies of scale to SUA adoption since many costs (e.g., maintenance and security) may be fixed or less variable after the first SUA. To the extent that this is a problem, it would cause upward bias in our estimates.

Third, although our data covers 8 years, most school districts in the sample either had SUAs or did not have them throughout the entire span. For example, 18 out of the 21 SUA districts always had at least one SUA and only 6 districts experienced changes in the number of schools with SUAs during this period. Although it is not clear how much this impacts our estimates, our analysis would certainly be more robust had there been higher variation in SUA adoption in our sample.

Fourth, although we requested the start and end dates of current and previous SUAs, we were mostly unsuccessful in collecting this data for SUAs that are no longer in place and thus those agreements were not included in the analysis. Therefore, there may be districts in our data that had SUAs but are identified as not having any, and there could also be districts with an underreported number of schools with SUAs. Both of these situations would lead to downward bias in our estimates.

Finally, as any observational study, our analysis is vulnerable to unobserved confounders, and thus we cannot conclusively give a causal interpretation to the association we found between SUAs and district expenditures. For example, districts with SUAs might be more likely to also participate in other activities with costs captured in the community services category; since we do not have any information on the activities performed by districts in our sample, we cannot eliminate this potential confounding effect. Moreover, there could be reverse causation if becoming involved in community activities, and thus having higher community services expenditures, makes districts more amenable to adopt SUAs. In both of these cases, our estimates of SUA-related expenditures would be upwardly biased.

Bibliography

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Technical Appendix

Appendix to the Cost Analysis – Chapter 3, Impact of Shared Agreement Adoption on School District Expenditures in Los Angeles County

Appendix

Analysis

Each of our regression models had the following specification:

$$exp_{dt} = \beta_0 + \beta_1 NSUA_{dt} + \beta_2 ANYSUA_d + \beta_3 X_{dt} + u_d + \varepsilon_{dt}$$

We estimated 7 models with this specification, one for each type of expenditures (instruction, pupil services, ancillary services, community services, enterprise services, general administration, and plant services).

The terms in this equation are defined as follows:

1. exp_{dt} : total expenditures (2012 dollars) of district d during year t .
2. $NSUA_{dt}$: **[key variable of interest] number of schools in district d with at least one SUA during year t**
3. $ANYSUA_d$: binary variable for whether district d had an SUA at any point between 2005-2012
4. X_{dt} : vector of characteristics of school district d during year t , which included:
 - a. Number of students
 - b. Number of students squared
 - c. Number of schools
 - d. Number of schools squared
 - e. Number of African American students
 - f. Number of Hispanic students
 - g. Number of Asian/Pacific Islander students
 - h. Number of students eligible for free meals
 - i. Number of students eligible for reduced-price meals
 - j. Interaction between year binary variables and number of students (captures time trend in per-student expenditures)
5. u_d : random intercept for school district d
6. ε_{dt} : residual with second-order autoregressive structure (AR2 structure was chosen among several options using Bayesian Information Criteria).

Note that we assume the number of schools with SUAs has a linear relationship with **total** expenditures, **not** per-student expenditures. The reason is that the types of costs affected by SUAs (custodial, gym maintenance, etc.) are less likely to vary with the number of students than other costs. However, since costs in general are a function of school size (of which number of students is a good proxy), most control variables are either in terms of number of students or interacted with the total number of students in the district. Nevertheless, the qualitative nature of the results did not change much in analyses (not shown) that used per-student expenditures as outcomes.

All regressions were estimated with the **mixed** command in Stata 13.1, using robust (Huber/White) variance estimation to prevent biases due to some types of misspecifications. To illustrate model fit, pseudo- R^2 s were estimated as the square of the correlation between actual and model-predicted expenditures. (R^2 is not calculated by the **mixed** command, but this approach has been suggested as a valid measure of model fit.)

Results

The tables below show the complete results of all regression models.

Table A. Instruction Expenditures

| Variable | Coefficient | P-Value |
|---|------------------|--------------|
| Number of students | 6,050 | <0.001 |
| Number of students squared | - 0.01 | 0.080 |
| Number of schools | 552,816 | 0.275 |
| Number of schools squared | 28,294 | 0.004 |
| Number of African American students | - 386 | 0.703 |
| Number of Hispanic students | 1,002 | 0.064 |
| Number of Asian/Pacific Islander students | 60 | 0.952 |
| Number of Other ethnicity students | 551 | 0.373 |
| Number of students eligible for free meals | 149 | 0.531 |
| Number of students eligible for reduced-price meals | -382 | 0.710 |
| Interaction Number of Students × Year | | |
| 2005 | <i>Reference</i> | - |
| 2006 | 90 | 0.468 |
| 2007 | 245 | 0.019 |
| 2008 | - 392 | 0.007 |
| 2009 | - 624 | <0.001 |
| 2010 | - 974 | <0.001 |
| 2011 | - 1,060 | <0.001 |
| 2012 | - 1,668 | <0.001 |
| Interaction Number of Students × SUA in Any Year | - 70 | 0.764 |
| Number of Schools with SUAs | 9,217 | 0.803 |
| Pseudo-R ² (see explanation above) | 0.993 | |

Table B. Pupil Services Expenditures

| Variable | Coefficient | P-Value |
|---|------------------|--------------|
| Number of students | - 399 | 0.215 |
| Number of students squared | 0.018 | <0.001 |
| Number of schools | 995,609 | 0.001 |
| Number of schools squared | - 18,933 | <0.001 |
| Number of African American Students | 1,517 | 0.047 |
| Number of Hispanic Students | 391 | 0.133 |
| Number of Asian/Pacific Islander Students | 381 | 0.252 |
| Number of Other Ethnicity Students | 565 | 0.016 |
| Number of students eligible for free meals | 98 | 0.211 |
| Number of students eligible for reduced-price meals | 233 | 0.315 |
| Interaction Number of Students × Year | | |
| 2005 | <i>Reference</i> | - |
| 2006 | - 27 | 0.484 |
| 2007 | 47 | 0.190 |
| 2008 | - 16 | 0.734 |
| 2009 | - 28 | 0.542 |
| 2010 | - 82 | 0.112 |
| 2011 | - 80 | 0.155 |
| 2012 | - 230 | 0.015 |
| Interaction Number of Students × SUA in Any Year | 271 | 0.056 |
| Number of Schools with SUAs | - 3,760 | 0.755 |
| Pseudo-R ² (see explanation above) | 0.892 | |

Table C. Ancillary Services Expenditures

| Variable | Coefficient | P-Value |
|---|------------------|--------------|
| Number of students | 86 | 0.001 |
| Number of students squared | -0.001 | 0.050 |
| Number of schools | -29,674 | 0.222 |
| Number of schools squared | 397 | 0.237 |
| Number of African American Students | -60 | 0.376 |
| Number of Hispanic Students | -33 | 0.274 |
| Number of Asian/Pacific Islander Students | 38 | 0.458 |
| Number of Other Ethnicity Students | -11 | 0.809 |
| Number of students eligible for free meals | -5 | 0.248 |
| Number of students eligible for reduced-price meals | 3 | 0.889 |
| Interaction Number of Students × Year | | |
| 2005 | <i>Reference</i> | - |
| 2006 | 4 | 0.111 |
| 2007 | 2 | 0.383 |
| 2008 | 2 | 0.527 |
| 2009 | 1 | 0.636 |
| 2010 | -1 | 0.779 |
| 2011 | -0.2 | 0.965 |
| 2012 | -1 | 0.773 |
| Interaction Number of Students × SUA in Any Year | 9 | 0.546 |
| Number of Schools with SUAs | -123 | 0.955 |
| Pseudo-R ² (see explanation above) | | |
| | 0.424 | |

Table D. Community Services Expenditures

| Variable | Coefficient | P-Value |
|---|------------------|------------------|
| Number of students | -49 | 0.111 |
| Number of students squared | 0.002 | <0.001 |
| Number of schools | 13,516 | 0.561 |
| Number of schools squared | -558 | 0.131 |
| Number of African American Students | 200 | 0.076 |
| Number of Hispanic Students | -18 | 0.538 |
| Number of Asian/Pacific Islander Students | 69 | 0.122 |
| Number of Other Ethnicity Students | -14 | 0.789 |
| Number of students eligible for free meals | 17 | 0.005 |
| Number of students eligible for reduced-price meals | 30 | 0.458 |
| Interaction Number of Students × Year | | |
| 2005 | <i>Reference</i> | - |
| 2006 | -3 | 0.507 |
| 2007 | 0.4 | 0.929 |
| 2008 | -6 | 0.297 |
| 2009 | -14 | 0.052 |
| 2010 | -15 | 0.041 |
| 2011 | -19 | 0.025 |
| 2012 | -21 | 0.009 |
| Interaction Number of Students × SUA in Any Year | 7 | 0.575 |
| Number of Schools with SUAs | 15,464 | <0.001 |
| Pseudo-R ² (see explanation above) | | |
| | 0.862 | |

Table E. Enterprise Expenditures

| Variable | Coefficient | P-Value |
|---|------------------|--------------|
| Number of students | -215 | 0.545 |
| Number of students squared | 0.0002 | 0.957 |
| Number of schools | 72,914 | 0.777 |
| Number of schools squared | 6,320 | 0.107 |
| Number of African American Students | -139 | 0.875 |
| Number of Hispanic Students | 847 | 0.007 |
| Number of Asian/Pacific Islander Students | 2,237 | <0.001 |
| Number of Other Ethnicity Students | 136 | 0.767 |
| Number of students eligible for free meals | -72 | 0.482 |
| Number of students eligible for reduced-price meals | 276 | 0.202 |
| Interaction Number of Students × Year | | |
| 2005 | <i>Reference</i> | - |
| 2006 | -52 | 0.300 |
| 2007 | -44 | 0.466 |
| 2008 | -70 | 0.241 |
| 2009 | -74 | 0.230 |
| 2010 | -64 | 0.354 |
| 2011 | -60 | 0.395 |
| 2012 | -92 | 0.227 |
| Interaction Number of Students × SUA in Any Year | -260 | 0.202 |
| Number of Schools with SUAs | 58,945 | 0.100 |
| Pseudo-R ² (see explanation above) | 0.832 | |

Table F. General Administration Expenditures

| Variable | Coefficient | P-Value |
|---|------------------|--------------|
| Number of students | 385 | 0.019 |
| Number of students squared | 0.002 | 0.248 |
| Number of schools | 100,093 | 0.342 |
| Number of schools squared | -3,078 | 0.141 |
| Number of African American Students | 300 | 0.312 |
| Number of Hispanic Students | -31 | 0.841 |
| Number of Asian/Pacific Islander Students | -36 | 0.833 |
| Number of Other Ethnicity Students | -48 | 0.854 |
| Number of students eligible for free meals | 85 | 0.108 |
| Number of students eligible for reduced-price meals | 91 | 0.559 |
| Interaction Number of Students × Year | | |
| 2005 | <i>Reference</i> | - |
| 2006 | -65 | 0.110 |
| 2007 | -28 | 0.524 |
| 2008 | -63 | 0.124 |
| 2009 | -90 | 0.032 |
| 2010 | -133 | 0.001 |
| 2011 | -126 | 0.002 |
| 2012 | -162 | <0.001 |
| Interaction Number of Students × SUA in Any Year | 96 | 0.055 |
| Number of Schools with SUAs | 35,479 | 0.110 |
| Pseudo-R ² (see explanation above) | 0.939 | |

Table G. Plant Services Expenditures

| Variable | Coefficient | P-Value |
|---|------------------|--------------|
| Number of students | 4,962 | <0.001 |
| Number of students squared | -0.056 | <0.001 |
| Number of schools | -2,912,683 | <0.001 |
| Number of schools squared | 64,865 | <0.001 |
| Number of African American Students | -25 | 0.982 |
| Number of Hispanic Students | -279 | 0.486 |
| Number of Asian/Pacific Islander Students | -441 | 0.696 |
| Number of Other Ethnicity Students | -1,185 | 0.618 |
| Number of students eligible for free meals | -649 | 0.006 |
| Number of students eligible for reduced-price meals | 718 | 0.605 |
| Interaction Number of Students × Year | | |
| 2005 | <i>Reference</i> | - |
| 2006 | -178 | 0.352 |
| 2007 | -413 | 0.057 |
| 2008 | -469 | 0.057 |
| 2009 | -559 | 0.011 |
| 2010 | -505 | 0.044 |
| 2011 | -307 | 0.335 |
| 2012 | -345 | 0.272 |
| Interaction Number of Students × SUA in Any Year | 39 | 0.867 |
| Number of Schools with SUAs | 226,901 | 0.182 |
| Pseudo-R ² (see explanation above) | 0.787 | |