

## Shared Use Agreement Checklist

ISSUE	Y	N	NA
<b>Pre-agreement Considerations</b>			
<b>Working Together</b>			
<p><b>Will Shared Use offer benefits to the District?</b>  <i>Ex: Expanded recreation, cultural and social services for students, stronger connections with the community, help to fund facility improvements and maintenance</i></p>			
<p><b>Will Shared Use meet an identified need in the local community?</b>  <i>Ex: Increasing recreation, cultural, and social opportunities for community members, providing services to particular communities, developing relationships with the school community</i></p>			
<b>Is there a common understanding and goal(s) for the shared use?</b>			
<b>Have you identified the common needs between the partners?</b>			
<b>Selecting Partners</b>			
<p><b>Does the organization have significantly differing ways of operating and cultures?</b>  <i>If so this could cause conflict in the operation of the agreement.</i></p>			
<b>Does the proposed partner have secure and sustainable funding?</b>			
<b>Does the organization participate in high risk activities that would not be suitable for shared use?</b>			
<b>Do the organizations objectives, programs or expenditures conform to the laws, regulations and the general public policies of the Province of British Columbia?</b>			
<b>Developing the Shared Use Agreement</b>			
<b>Getting Started</b>			
<b>Have you identified the key stakeholders who should have input into the Shared Use agreement?</b>			
<p><b>Has each of the partners selected a representative to negotiate and manage the Shared Use agreement?</b>  <i>Representatives should have the appropriate skills and necessary knowledge of their organization (as well as the authority) to make the required decisions on behalf of their organization.</i></p>			
<p><b>How will the Shared Use agreement be managed?</b>  <i>A joint use agreement can be managed in two ways: by committee; or by appointing responsible partners from each stakeholder group to take sole responsibility for the agreement.</i></p>			
<p><b>Is there a need to consult with other experts (such as your internal legal counsel and risk professionals and/or your Schools Protection Program risk management consultant)?</b>  <i>Each shared use situation is unique. Always consult with legal and risk management professionals regarding your shared use agreement.</i></p>			
<b>Are representatives from the school and community (e.g., principals, Parent Advisory Council, students, community organizations) involved?</b>			
<b>General Terms of the Agreement</b>			

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Are the correct legal names of all parties shown at the outset of the agreement?			
Is the term of the agreement clearly specified and the correct dates shown?			
Are the conditions for termination and/or cancellation of the shared use agreement set out in detail?			
Have you included conditions for the renewal and amendment of the agreement?			
Does the agreement specify a mechanism to amend the agreement if necessary? <i>Changes should require mutual agreement and be signified by the signature of designated representative of each partner.</i>			
Has a process been established for resolving disagreements about any aspect of the agreement? <i>Most organizations have a mechanism in place for conflict resolution. For example, they could be resolved through a Shared Use Committee and, if this is not successful, by the school board or municipal council.</i>			
Does the agreement require the partners to comply with all fire, safety, health and governmental or other regulatory authority requirements in regards to their activities?			
<b>Operational Considerations</b>			
Have you clearly defined which of the partners' facilities and equipment are included in the Shared Use agreement?			
Have you clearly described what services will be provided by which partner at each of the facilities and at what cost?			
Are there additional areas of common use that will be shared amongst the partners (e.g.: washrooms, entries and exits, parking). <i>If so, the agreement must include details on access, maintenance and use of these areas.</i>			
Have you detailed the priority of access to each of the facilities? <i>Although this varies, often priority use is determined in the following order: facility owner, shared use partner, and other community groups.</i>			
Does the agreement include a formal scheduling or booking process for use of the facilities? <i>Identify which partner is responsible for booking. Consider a scheduling process for both regular and annual events and then work down to short notice or one time only activities. Include a communication plan for how and when the updated schedule will be communicated to all parties.</i>			
Is the booking process established systematic and is it likely to maximize the use of the facilities by the partners?			

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<p><b>Have you identified dates and time over the course of the year when the facilities will not be available (ex: regularly scheduled maintenance, statutory holidays)?</b></p>			
<p><b>Have you detailed the terms and conditions for cancellation of bookings?</b></p> <p><i>Specify the amount of advanced notice required. If the cancellation is a result of an unanticipated event, is the holder of the booking responsible for finding suitable alternate facilities? Determine whether a confirmed booking may be cancelled by either partner without notice if in the opinion of the facility holder, the facility is unfit for the intended use.</i></p>			
<p><b>Does the agreement establish a procedure with respect to conflicts in bookings or other emergent situation in any of the facilities?</b></p> <p><i>Often a conflict can be resolved through a Shared Use Agreement Committee or individuals from each organization responsible for the Shared Use agreement.</i></p>			
<p><b>Have you established a procedure for occasions when one group's scheduled activity runs into another group's allotted time (e.g., tournaments and competitions)?</b></p>			
<p><b>Are the arrangements made within the facility use agreement consistent with the existing policies and procedures throughout the District?</b></p>			
<p><b>Have you established restrictions for use of the facilities?</b></p> <p><i>Restrictions on access should be limited as much as possible and clearly communicated at the outset to all partners. List of restricted activities should be based on the safety and security of participants.</i></p>			
<p><b>Funding</b></p>			
<p><b>If the partners are providing funding/paying access fees, does the funding cover the operating costs?</b></p> <p><i>Shared Use agreements are meant to be self-sustaining. Funds are not diverted from educational programs to support them.</i></p>			
<p><b>Does the agreement specify who is responsible for maintenance and upkeep on the facilities?</b></p>			
<p><b>Have you determined who will pay for any necessary capital expenditures on the facilities during the term of the agreement?</b></p>			
<p><b>Have you determined who will pay for equipment repairs and replacement throughout the term of the equipment?</b></p>			
<p><b>Have you specified who pays for utilities such as power/water/phone/cable?</b></p>			
<p><b>Does the agreement discuss charges for additional staff if they are required?</b></p>			
<p><b>Is the fee structure clearly outlined and can it be applied consistently?</b></p>			
<p><b>Staffing and Supervision</b></p>			
<p><b>Are there any labour implications associated with providing additional staffing hours?</b></p>			

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Have the partners reviewed the labour agreements of the various staff that may be impacted by the shared use?			
Does the agreement address volunteers to either partner?			
Are there specific requirements in terms of numbers/training required to adequately supervise participants?  <i>Describe in detail the type of training required and the ratio of supervisors to participants that is acceptable. Duties of the supervisors should be stated and if there are responsibilities in regards to emergency response plans, these should be included as well.</i>			
<b>Insurance and Indemnity</b>			
Does the agreement include requirements for the provision of insurance coverage on the facility and equipment?			
Does the agreement include requirements for the provision of liability insurance by all partners, and the inclusion of the partners as additional insureds on each other's policies?			
Have you required each of the partners to provide Certificates of Insurance to the other evidencing that the required coverage is in force?			
Have you specified requirements for construction insurance in the event any capital projects or renovations are required?			
Does the agreement address how any insurance deductibles will be paid?			
Has the agreement specified that the partners are each responsible to ensure that all of their employees, contractors and subcontractors are covered by WorkSafe?			
Does the agreement specify insurance requirements that will be required of user groups other than the partners?			
Have you included indemnity provisions that are reasonable, fair, and place the risk of loss on the party most able to manage the risks?			
Have you had the insurance and indemnity provisions reviewed by your risk consultant at the School Protection Program?			
<b>Safety and Security</b>			
Does the shared use of any facilities cause any issues around privacy?			
Are additional protocols required to ensure security for students?			
Has the emergency plan for each facility been updated to reflect the new shared use arrangements?			
Are there obligations on the partners arising from the emergency plan that should be included in the agreement?			
Does the facility agreement include provisions to ensure access to safety equipment /			

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medical emergency supplies in the event of an incident?			
Will the sale or consumption of alcohol be allowed?			
<b>Damage to Facilities and Equipment / Injuries to Participants, Volunteers or Guests</b>			
Has the agreement specified the procedure for reporting damage to facilities and equipment and /or injuries to participants, volunteers or guests?			
Does the agreement include provisions which describe who will be responsible for paying for repairs/replacement and in what circumstances?			
Have you considered how the partners will deal with regular wear and tear on any shared equipment and the facility? <i>Specify how the associated costs will be attributed between the partners.</i>			
<b>Finalizing the Agreement</b>			
Does the agreement reflect achievement of the goals and objectives of entering into the shared use agreement?			
Is the agreement fair and balanced in relation to what each partner is bringing to and getting from the agreement?			
Has the entire agreement been reviewed by your internal legal counsel and risk professionals and/or your Schools Protection Program risk management consultant to ensure that the interests of the District are protected?			
Has the agreement been signed by representatives of the partner agencies with sufficient authority to do so?			

*The checklist is designed as a tool to assist the District in preparing Shared Use Agreements. It is not intended (nor would it be possible) to comprehensively cover every aspect of every agreement. Rather, the checklist should be considered a starting point to get the drafters of Shared Use Agreements thinking about some of the significant issues.*