Unlocking the Playground: Achieving Equity in Physical Activity Spaces

Summary and Recommendations
Spring 2009 Convenings

CPEHN
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CPEHN works to ensure that all Californians have access to quality health care and can live healthy lives. We gather the strength of communities of color to build a united and powerful voice in health advocacy. Join the growing movement to achieve health equity at www.cpehn.org.

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Growing up, my elementary school was just two blocks away from my home in the small south Texas town of San Juan. And while I could see it from my front yard, the lack of sidewalks and the heavy freeway traffic prevented me from walking to school. But a couple of times a week my mom would drive us over to the school to walk around the track. As one of the few places to exercise in our neighborhood, those nights on the track would bring together family, neighbors, and teachers, and provide us all with a sense of community. The last time I was home visiting my parents, I noticed a huge chain link fence surrounding the school and playground. No one was walking around the track or playing on the monkey bars. The yard was desolate. I wonder where all the kids in the neighborhood play now, or whether they are all indoors playing video games.

Ruben Cantu, Program Director, CPEHN
Unfortunately, Ruben's story is all too common. At a time when our communities are experiencing skyrocketing rates of obesity and diabetes, our youth are finding themselves locked out of schoolyards and with limited spaces to be active. Joint-use agreements can fix these problems. Referring to an agreement between two or more entities – usually a school and a city or nonprofit group – sharing indoor and outdoor spaces, joint-use agreements are a way to build upon community assets and promote opportunities for physical activity.

To move joint-use work forward, CPEHN hosted the convening series, Unlocking the Playground: Achieving Equity in Physical Activity Spaces in spring 2009. Partnering with experts from Public Health Law & Policy, we held events in Fresno, Oakland, San Diego, and Los Angeles to provide participants with a forum to learn, strategize, and mobilize around advancing the use of joint-use agreements in their communities and throughout the state. At each location we were joined by a unique panel of local advocates, school personnel, and city parks and recreation officials to highlight local joint-use efforts, address common concerns, and provide advice on how the health community can help create momentum around this important emerging issue.

The convenings were a huge success bringing together over 120 advocates, health professionals, and service providers to discuss the potential of joint use in their communities. Wanting to share this knowledge with a broader audience, CPEHN’s staff compiled notes from each of the four events and consolidated them into the following brief. This is not a comprehensive account of joint use, but a summary of the information gained at our convenings, providing insight into current local efforts, highlighting expert opinions, and sharing the mutual and divergent needs of our state’s diverse regions.

To present a coherent and easy to use document we have chosen to synthesize the information discussed under major common themes, organized into three sections. In Section One we present the four most common models of joint-use agreements. In Section Two we summarize and share advice around overcoming some of the hurdles of joint use. Lastly, in Section Three we share lessons learned, and recommendations for advancing joint use throughout California. Included throughout the report are excerpts highlighting the diversity of expertise at the convenings and providing concrete examples of joint-use agreements.
Section One: Models of Joint-Use Agreements

Joint use is a flexible term used to describe a variety of arrangements to share the use – and sometimes ownership – of outdoor and indoor spaces. Within the large array of agreements used throughout California, four models have emerged as the most commonly used: (1) opening schoolyards for public use; (2) using indoor and outdoor school facilities; (3) permitting third parties to run youth and community programs; and (4) allowing reciprocal use of facilities between nonprofits and schools. The framework for these models was developed by the National Policy and Legal Analysis Network; for more information go to www.nplanonline.org. The diversity of presenters at our convenings allowed us to capture success stories that exemplify each of these scenarios.

Model 1: Opening Schoolyards for Public Use

The simplest form of a joint-use agreement occurs when a school district partners with the local town, city, or county government (referred throughout this report generically as “city”) to open outdoor recreation facilities, such as playgrounds and sports fields, to the community after school hours and on weekends and holidays. Often referred to as “passive parks,” these agreements outline terms and policies between the city and the school for the use and responsibility of the grounds.

**Oakland Schoolyard Initiative**

Inspired by similar efforts in Boston, the Oakland Unified School District (OUSD) created the Oakland Schoolyard Initiative (OSI) in December 2007. The OSI was launched after the Oakland Board of Education passed unanimously a resolution that formalized the OUSD’s commitment to, support of, and participation in the initiative. Since April 2008, the initiative has moved forward with its goal to revitalize 10 schoolyards and adjacent parks to create vibrant, safe places for the children in Oakland to play and learn. At the foundation of this four-year vision is a commitment to involving the community in the planning process, leveraging both private and public funds, and increasing collaboration in maintenance and programs, to ensure the final products reflect the needs and assets of the neighborhoods in which they are built. A pilot project involving four schools in East Oakland has engaged students, parents, faculty, and city agencies.

The initiative’s three basic goals are to:

1. **Engage parents, youth, and teachers in the redesign of play-yards to create a sense of ownership and ensure they are conducive to play.**
2. **Leverage and make the best of existing money and find new resources to ensure maximum impact.**
3. **Develop structured programming to help with safety and maintenance as well as create lasting forums for student engagement.**

Presented by David Kakishiba, Executive Director, East Bay Asian Youth Center

“Our interest was the nexus between good youth development and public safety.”

— David Kakishiba, Executive Director, East Bay Asian Youth Center
Model 2: Using Indoor and Outdoor School Facilities

Another common type of joint-use agreement occurs when a school district partners with a city to open indoor and outdoor recreation facilities, such as playgrounds and gymnasiums, to the community after school hours and on weekends and holidays.

*Long-Term Vision for Joint Use*

As the Long-Range Planning Director for the Cajon Valley Union School District in San Diego County, Sharon Dobbins is responsible for planning and managing the district’s $160 million capital improvement and construction program. Committed to expanding shared use of facilities, the district attempts to identify and pursue joint-use opportunities during the planning stages of new construction projects. Some key steps include planning facilities close to the street and parking, placing restrooms towards the outside of buildings, and creating entry to gym and indoor facilities that do not require full access to school property.

The district recently built a gymnasium/multi-purpose building at Cajon Valley Middle School. Leveraging joint-use money and funds from the El Cajon Redevelopment Agency, the city was able to maximize the project and use the facility after hours for a recreation program. As part of this partnership, the building needs to be available to the community 20 hours a week and the city schedules the fields for after-hours use. Each partner is responsible for their own staffing, supervision, and security, as well as for operational costs associated with their use. The district is responsible for routine and major maintenance.

*Presented by Sharon Dobbins, Long-Range Planning Director, Cajon Valley Union School District*

Model 3: Permitting Third Parties to Run Youth and Community Programs

This third joint-use model is similar to #2 in that it is a partnership to open indoor and outdoor school facilities to the community. In addition, the agreements allow for third parties, such as youth programs and sports leagues, to operate recreation programs using school facilities.

*Beyond After-School Programs*

Youth in the Fruitvale community have limited access to after-school recreational opportunities to enable them to be active. Although Fruitvale has one of the highest concentrations of children living in Oakland, the neighborhood has the fewest after-school activities and teen centers. This is particularly important to the 14-18 year-old population, which in Fruitvale has a 50% dropout rate among Latino students.

The creation of the Cesar Chavez Education Center in 2003 added a vital new asset to the community. Fueled by Vice Mayor (and former Oakland City Council President) Ignacio de la Fuentes’s vision for a large community recreation center, this new school ground was created with soccer fields and a gym. Understanding the potential of this new facility, the Unity Council, a nonprofit community development agency, started working with the superintendent, principal, and other stakeholders to develop evening
youth recreation programs. With funding from the Oakland Fund for Children and Youth and Team Up for Youth, the Council established the Neighborhood Sports Initiative. The 6 p.m. to 9 p.m. program coordinates soccer, volleyball, softball, and basketball leagues for over 500 youth who practice weekday evenings at the Center. The success of the program is grounded in the Unity Council’s strong relationship with both public officials and the school district, and their efforts to outreach to the community to make them feel an ownership of the new community programs.

*Presented by Marsha Murrington, Executive Vice President, The Unity Council*

### Model 4: Allowing Reciprocal Access to Partner Facilities

The last model is an agreement between the school district and an outside entity to share each other’s indoor and outdoor facilities. For example, a city may create a joint-use agreement with a school district that allows physical education classes to use a nearby city park in return for allowing afterschool basketball leagues to use the school’s gym. Another common arrangement for these agreements is for the school district to donate land for the development of new facilities to be shared by both the school and city programs.

**Maximizing Available Land**

Responding to the community’s need for a new teen center, San Diego County and the La Mesa-Spring Valley School District partnered to create the Spring Valley REC Club. Located on the La Presa Middle School campus, the joint venture included the construction of a new library, teen center, and gym. The new gym’s proximity allows the school to utilize it for physical education classes for their students, and for the community to use it after hours for recreational programs.

The school district and county share the cost to run the gym, with the county responsible for maintenance and billing the school district for their share of these costs. Working to ensure that the new facility serves all of the youth in the neighborhood, the gym also offers free open-play basketball and now has upwards of 100 youth using the program each day.

*Presented by Jason Hemmens, Recreation Program Manager, County of San Diego Department of Parks and Recreation*

### Section Two: Overcoming Challenges

As demonstrated in the above examples, joint-use agreements have great potential to build upon neighborhood assets to create vibrant community centers and increase space for physical activity. The question then becomes: what is stopping their widespread adoption? The perceived barriers to joint use include concerns around maintenance, operations, liability, ownership, and scheduling (MOLOS). Far from insurmountable, the following section provides advice from the expert panelists on how to address each barrier.
Maintenance — How can we keep the space in good condition?

With school bonds and state joint-use funds limited to the construction of new facilities, the cost of ongoing maintenance and upkeep becomes a central concern to parties interested in entering into joint-use agreements. To ensure coverage of these costs, it is vital that joint-use agreements answer the following important questions: What is the full scope of maintenance activities needed for upkeep of the facility? Whose staff is responsible for which of these activities? How will the share of maintenance costs be divided? While the exact structure of the provisions to address these questions varied, some common strategies presented included dividing maintenance costs by time used, creating fines or penalties for misuse, and setting up check-in and check-out protocols.

When talking about maintenance, restrooms were an issue of particular concern. With many joint-use agreements focused on the shared use of outdoor fields and playgrounds, access to indoor restroom facilities can become a point of contention. As with general maintenance concerns, check-in and check-out policies, fines, and written procedures can help allay these concerns. There is also the option to bypass the issue by electing to use temporary structures such as port-a-pots to meet non-school related needs. Incorporating joint use into planning efforts can also help partners avoid this issue by creating restrooms and locker rooms on the outside of the building – therefore limiting access to the rest of the school.

Operations — Who will unlock the gate? Who will run the programs?

As with maintenance, school bonds and joint-use money currently cannot be spent on operations and programming. When talking about operations, one common theme resonated – *the custodian is your best friend*. As the keeper of the keys, the importance of building a strong relationship with the custodian was emphasized throughout the convenings as essential to making sure joint-use agreements run smoothly. Legal issues and compensation must be discussed up front, as custodians in California have a strong set of rights, and encroachment on their regular duties can cause issues with their labor unions.

As for running afterschool programs, most joint-use agreements rely on outside community partners such as Boys and Girls Clubs, sports leagues, and other nonprofits, which can supply staff, resources, and an organizational support structure. While extremely successful, this reliance on larger, more established recreation organizations can be a hurdle in rural areas, where there is a dearth of larger nonprofits with whom to partner. Suggestions for overcoming this barrier during our Central Valley convening included looking for fiscal sponsors in the community such as Lions and Rotary Clubs and creating more informal agreements between schools and community or parent groups.

**Partnering for Success**

A small city of only nine square miles in San Diego County, La Mesa has limited facilities and open space to provide physical activity programming for residents and youth.
La Mesa Teen Center in Highwood Park was created in 2006 to meet this need. Made possible by a three-way partnership between the school district, the city, and the Boys and Girls Club of East County, the teen center provides free and low-cost services to the community. Each partner played a role in the development of the facility; the school district donated the land, the city has taken the lead in maintaining the property as a park, and the Boys and Girls Club has taken the responsibility of running and staffing the programs at the teen center.

Presented by Yvonne Garrett, Director, Community Services, City of La Mesa

**Liability – What if someone gets hurt?**

Liability concerns are cited as one of the greatest barriers to establishing joint-use agreements. Far from insurmountable, these concerns must be identified and addressed in the final written agreement. Two common options presented during the convenings were to have indemnity lie with the partner using the facility, or for the outside partner to pay an appropriate share of any extra liability insurance incurred by the school for its extra hours of use. It is also important to set up a procedure for conflict resolution. For example, in La Mesa they have a written procedure that requires parties to confer within 30 days of any incident to discuss and resolve conflicts.

Another common fear with opening up school grounds is the potential for misuse and vandalism. In response to this concern, we heard story after story of schools and projects where joint use has, in fact, decreased the occurrence of vandalism and graffiti. This change was attributed to having “more eyes” on the property and a stronger feeling of community ownership. To help schools overcome this misperception, one of our school personnel panelists suggested documenting successful ventures and highlighting examples of similar projects in the community that have been successful. In addition, San Diego County is trying new, innovative ways to combat vandalism by piloting moveable cameras which the school district can relocate to different facilities as needed.

**Ownership – How do we develop an agreement that creates co-owners and not just co-users?**

It is important to address shared costs in both the creation of new facilities and the ongoing maintenance of existing ones. Our panelists suggested that if possible, all agreements should have a comprehensive financial analysis for the cost of production that includes furniture, fixtures, project managers, and at least a 10% contingency. In addition, each partner must share maintenance and operation costs based on their planned use including water, heating, and electricity. Recognizing that water is going to become a bigger and bigger issue in the future, several of our panelists emphasized the potential for long-term cost benefits of investing in artificial turf fields when possible.
Need for Joint Ownership

Confronting current funding limitations, one of the largest issues facing John Creer and the Los Angeles Unified School District (LAUSD) is finding partners who can help with the maintenance and operation of facilities. By law, the bonds that are available to build new projects in the school district cannot be used for these expenditures. However, owning a building for 50 years, cleaning it, and staffing it end up being way more expensive than the initial investment. In order to find a solution to this problem, Creer and LAUSD are investigating ways to create partnerships where outside groups feel ownership over the space. One idea they are currently implementing is to have YMCAs, health care providers, and other community groups cohabit school grounds – offering them free land on underutilized real estate to build on if they offer low-cost programs and the use of their facilities to both the community and schools.

Presented by John Creer, Director, Planning and Development Branch, Los Angeles Unified School District

Scheduling – Who gets to play when?

Scheduling is the final key concern that must be addressed in joint-use agreements. Any discussions around scheduling and use of the facilities should include who has priority of use, the hours of availability, and by whom and how the schedule will be updated and maintained. In the majority of the cases shared during the convenings, the city was the hosting entity of the joint-use master schedule. The most common priority scheme had school use first, followed by youth programs, then general community use.

Section Three: Moving Forward

In addition to creating a forum to learn about joint use, our convenings provided insight and actions for moving forward. Speaking from experiences of successes and lessons learned, our expert panelists shared their advice and recommendations for participants pursuing joint-use agreements. In the following section, we have organized these thoughts under the major themes of building a case, organizing support, and creating a long-term vision for success.

Building a Case

Before approaching a school district, city, or other stakeholder for their support and involvement in a joint-use project, it is vital that you clearly articulate the need, and make a strong case for working collaboratively.

1. **Identify and communicate the need**: Before embarking on a joint-use venture, it is important to take an audit of your community’s current physical activity resources. This assessment can range from a simple aerial analysis using a program such as Google maps to identify existing parks and open space, to a more involved processes such as a photovoice project or a formal survey. Having this information in hand enables you to better respond to and move
past assertions that there are alternative resources to meet the neighborhood’s needs.

2. **Make a health argument**: Health data can make a strong case for joint use. Childhood obesity has increased over 100 percent in the past thirty years, with obesity rates for children of color at least one-third greater than those for White children. In recent years there has been an increase in research linking these rising rates to the lack of access to safe places for physical activity. City and school officials are invested in the health of their community’s children – and helping them make this connection between obesity and access to schoolyards can be a vital motivator for joint-use projects.

3. **Highlight shared goals**: Beyond their concern for the health and safety of their students; schools, cities, and nonprofits share numerous common goals. Investigate the mission and priorities of potential partners – from increasing safety to improving academic achievement and self-esteem – and work to find common ground, tailoring your message so that it speaks to your audience’s values.

4. **Ask, ask, and ask again**: There is truth to the saying that the squeaky wheel gets the grease. If at first you don’t succeed, regroup and try again.

    **Parents Taking Action**

Adriana is a community resident in southwest Fresno who is active in the lives of her three children and the children in her neighborhood. She attends adult English language classes at the John Burroughs Elementary School, which is where in 2007 she became involved in a committee to improve the neighborhood and school, and address the health and safety of their children. Concerned with the growing obesity epidemic which they were seeing firsthand, the parents decided to assess areas where the children could play. What they found was cracked sidewalks, broken stoplights, and no parks or open space. They documented what they found and petitioned the elementary school — one of the only open spaces available to them — to open their playground after hours and on weekends so their children would have a place to run and play. Although they faced some initial resistance from the school principal, the committee is not giving up. They are regrouping, and working with organizations such as Fresno Metro Ministry, Project LEAN, and Faith and Community to move forward and create a strategy for advancing joint-use initiatives in their community.

    *Presented by Adriana Figueroa, member of John Burroughs Elementary School’s Parent Group*

**Organizing Support**

The collaborative nature of joint-use agreements requires time and effort in developing and sustaining strong partnerships between all stakeholders involved.

5. **Gain community buy-in**: The success of a joint-use project ultimately relies on community involvement. Their engagement throughout the process is essential for ensuring that the final product is useful and relevant to their
lives, and for garnering political support. From incorporating visioning and collaborative planning exercises, such as those used by the Oakland Schoolyard Initiative, to leveraging existing ties to the community, as was key to the Unity Council’s success in Fruitvale, there are a variety of models for engaging the public and ensuring they feel ownership of the final product.

6. Solicit support from elected officials: Joint-use agreements are inherently a political process. With this understanding, it is vital to elicit support from elected officials, board members, commissioners, and community leaders who have the power to leverage resources and build political momentum.

7. Involve Decision Makers: The intricate issues of maintenance, cost sharing, and resources requires that decision makers be at the table. Involving them from the beginning will help ensure that the compromises and details worked out during negotiations are within the agencies’ authority and capabilities.

**Forging Strong Partnerships for Joint Use**

Alexander Hall has over 28 years of supervision and management experience in municipal recreation in cities throughout California. As the Director of Parks and Community Services for the City of Merced, Hall oversees joint-use agreements with Merced City School District, Merced Union High School District, Merced County Office of Education, and a variety of nonprofit youth recreation organizations. During our Fresno convening, Hall had the opportunity to share three central tenets to his department’s success:

- **Define and clearly communicate your goals.** When embarking on joint-use efforts it is vital to define your vision, mission, and values. If you cannot articulate the value and importance of your work, it will be difficult to win the support of others. Within this work it is important to stress that we are all serving the same community and have the same residents as clients.

- **Solicit broad support.** Build relationships with a variety of stakeholders including community members, principals, and appointed officials to help advance your cause. Never go into a Board of Supervisors meeting representing only yourself. For joint-use efforts to be successful they need community support.

- **Engage leadership.** In this work it is also important that individuals in authority be involved in the early stages of the decision-making process. At the end of the day these are the players who sign the contract, and therefore need to be present for difficult conversations around cost, liability, and maintenance.

“Display enthusiasm and passion. You need to be proactive and keep your mission in the minds of policymakers.”

— Alexander Hall, Director, Parks and Community Services, City of Merced

**Creating a Long-Term Vision for Success**

With the effort and resources that go into establishing a joint-use agreement it is vital to understand the long-term commitment and vision needed for success.

8. **Create a long-term vision:** New facilities can take ten years or more to come to fruition. With this in mind, you need to be prepared for an ongoing, long-
term process, and commit to building and rebuilding relationships as staff turn over and elected officials term out. Incorporating a vision of joint use in the early planning stages can ensure that the final design facilitates joint use.

9. **Leverage Resources:** Throughout this work it is important to remember that shared use of facilities maximizes taxpayer dollars. However, with our schools and cities facing budget deficits, traditional funding streams are often not enough. Suggestions from our panelists included leveraging funds from joint-use bonds, accessing and using redevelopment money, and seeking funds from third-party foundations to support these initiatives.

10. **Understand trends:** Always be aware of the political climate, trends, and legislation that impact joint-use opportunities. It is important to gain familiarity of your community’s policies and players in land-use planning. The City of Merced, for example, has successfully built joint-use provisions into their General and Master Plans, explicitly stating a commitment to the joint use of school grounds and positioning parks next to schools whenever possible.

11. **Review, Review, Revise:** Once all entities come to an agreement, make sure you carefully review the final document. Make sure that you’ve verified the authority of all your partners to commit to the details of the agreement and that there is a shared understanding of its implementation. Remember to agree upon and write in a schedule to review and revise the agreement down the line, so that there is an opportunity to work out issues that may arise and address any outstanding concerns.

12. **Become an Advocate:** Understanding that this is a political process and that not all individuals and entities will be open to sharing their resources and power, we must be ready to advocate. This is especially true in areas like Los Angeles which have just too many schools for a one-on-one approach to work – an undertaking that would require 600 separate negotiations! Build strong coalitions, document successes and lessons learned, and hold public officials accountable.

**Fighting for Community Access**

Robert Garcia is the Executive Director, Counsel, and founder of The City Project in Los Angeles. For the past ten years, the organization has focused its efforts on promoting physical activity and healthy eating. As the second largest school district in the United States, Los Angeles Unified School District (LAUSD) has over 700,000 children, 91% of whom are children of color. Many of these children live in park-poor areas of Los Angeles, such as Pico Union, where they had been denied access to an Olympic-sized pool at the Miguel Contreras Learning Complex. The major barrier to the lack of access was being able to agree on who would pay for the lifeguards – the LAUSD or the City Recreation and Parks Department.

The City Project and ACORN led an advocacy campaign highlighting the injustice of having a new public resource sit unused, while hundreds of neighborhood kids
waited for the opportunity to swim. Thanks to their efforts and the success of their media campaign, in July 2008 Mayor Villaraigosa announced an agreement to open not only the Contreras Pool, but an additional 15 school pools for communities in high-need neighborhoods.

Presented by Robert Garcia, J.D., Executive Director and Counsel, The City Project

Conclusion

Most of the joint-use projects described in this report were funded through a state program for the creation of new joint use facilities. Unfortunately, these funds are almost depleted. To continue the momentum, California needs a new school bond measure with specific resources dedicated to joint use. We also need to make sure that any new money from school bonds to joint use can be accessed easily by communities and can be used for outdoor as well as indoor facilities, a provision in AB 346 by Assemblymember Tom Torlakson. However, even with a new school bond, the state will need to appropriate money to supplement this program in order to help communities fund the maintenance and repair of existing facilities for joint use. Under the California constitution school bond money can only be used for new facility construction, and not ongoing maintenance.

With state and local governments facing major budget deficits and limited open space for our youth and community to be active, we are in desperate need of solutions that do more with fewer resources. The shared or joint use of our school facilities is just such an opportunity. For the joint-use movement to grow, our advocacy efforts need to include both local and statewide efforts. We hope that the information and advice presented in this brief will be a resource to community members and advocates as we advance joint use in our communities.
Special Thanks to Our Speakers

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Robert S. Ogilvie, PhD, Program Director, Planning for Healthy Places
Pilar Lorenzana-Campo, MEP, Associate, Planning and Development

Fresno
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Alexander Hall, Director, Parks and Community Services, City of Merced

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Los Angeles
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Robert Garcia, J.D., Executive Director and Counsel, The City Project

San Diego
Jason Hemmens, Recreation Program Manager, County of San Diego Department of Parks and Recreation
Sharon Dobbins, Long-Range Planning Director, Cajon Valley Union School District
Yvonne Garrett, Director, Community Services, City of La Mesa

Additional Resources

ENACT Local Policy Database, by the Strategic Alliance: www.preventioninstitute.org(sa/policies/search_results.php

Jointuse.org, an interactive website created by Berkeley Media Studies Group and Prevention Institute: www.jointuse.org

Joint Use School Partnerships in California: Strategies to Enhance Schools and Communities, a comprehensive report by the Center for Cities and Schools and Public Health Law and Policy: www.citiesandschools.berkeley.edu/reports/CC&s_PHL%202008_joint_use_with_appendices.pdf

Legal Tools to Create Joint Use Agreements, resources by the National Policy and Legal Analysis Network to Prevent Childhood Obesity: www.nplanonline.org/news/nplan-releases-legal-tools-create-joint-use-agreements


Schools and Community, for more information on The City Project’s work on joint-use: www.cityprojectca.org/ourwork/schools.html

AB 346 (Torlakson) fact sheet, created by CPEHN: www.cpehn.org/pdfs/AB%20346%20Joint%20Use%20Fact%20Sheet%20-%20CPEHN%2004-09.pdf

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