



Board Policy

3.30.010-P

Community Use of School Buildings and Facilities

Portland Public Schools believes that the primary use of its buildings and facilities should be for the support of the District's mission and its commitment to academic excellence and personal success for all its students.

The District encourages the development of robust out-of-school-time programs for youth education, the mission of its schools, and the use of its buildings and facilities by these programs. Such out-of-school-time programs may be offered as a school program or by other organizations and community partners.

The public is welcome to use the District's buildings and facilities for short term use or rental if such use does not conflict with District or school use. The public shall be expected to reimburse the District for such use to ensure that funds intended for education are not used for other purposes and that the District receives fair value for the use of its buildings and facilities.

Authorization for use of District buildings and facilities shall not be considered as endorsement of or approval of the activity or organization or for the purposes it represents.

The Board directs the Superintendent to implement administrative directives that implement this policy through the Office of the Civic Use of Buildings (CUB), including procedures for reserving space in accordance with priority among users, rental rates, supervisory requirements, insurance, nondiscrimination, safety and security and other requirements as may be needed. Through administrative directive, the Superintendent shall create a custodial fee waiver process for organizations directly affiliated with a PPS Title I school (e.g., PTA, PTO, or Booster Clubs) that shall allow the District to grant a limited number of custodial waivers for community events as more fully defined in the administrative directive. In all circumstances, district custodial fee waivers shall be capped as outlined in the administrative directive.

The Board further directs the Superintendent to provide information to the public regarding the CUB process in a manner that is equitable, accessible, and user-friendly.

Legal References: ORS 332.172

History: Adpt. 9/24/73; Amd. 8/12/74; Amd 7/1/75; Amd 7/1/76; Amd, 7/1/77; Amd 6/26/78; Amd.8/28/79; Amd 4/12/82; Amd. 4/14/88; Amd 8/12/02, BA 2384; New Policy 8/2016; [Amd. 3/2019](#)



Administrative Directive 3.30.011-AD

Community Use of School Buildings and Facilities: Short-Term Use

I. Use of District Facilities

- a. District facilities are available for short-term use when such use does not conflict with District programs, operations, or activities and in accordance with the priority use list. Such use shall be arranged through the Civic Use of Building (CUB) department, and in accordance with this administrative directive.
- b. Administrative directive 3.30.012-AD shall be followed when the District enters into a contract or joint-use agreement and a cost –sharing partnership is present.
- c. School Principals or their designee shall review and approve short-term use to insure there are no conflicts with school use. The Senior Director of Facilities and Asset Management shall have final authority on the use of all District facilities.

II. Definitions

- a. "District facilities" include, but are not limited to: classrooms, gymnasiums, cafeterias, auditoriums, fields, and computer labs.

III. Priority of Use List

- a. District and schools.
- b. PTA/PTO/Booster Clubs.
- c. Users under Executed Special Agreements:
 - i. IGAs (i.e. Portland Parks and Recreation).
 - ii. Approved Child-Care Providers contracted by PPS (i.e. YMCA Care).
 - iii. Organizations with PPS partnership agreements (i.e. SUN Schools).
- d. Youth Activities for PPS students provided through Non Profit/Community Entitles.
- e. Youth Activities for PPS students provided through For Profit/Community Entitles.
- f. Other users.

IV. Terms of Use

- a. Responsibility – Permittee agrees to supervise and accept responsibility for the activity and conduct of its participants and to abide by the terms and conditions listed on the CUB application.

- b. Compliance – Permittee must comply with all other District policies; health and safety regulations; and city, county and state regulations.
- c. Indemnification – Permittee agrees to assume liability for damages and injury that occur as a result of the use permitted.
- d. Insurance - Permittee may be required to provide proof of insurance naming the District as an additional insured or purchase insurance through the CUB office.
- e. Accessibility – Permittee shall be responsible for determining the accessibility of the building and the specific areas permitted, as not all areas of District facilities are accessible.
- f. Equipment and Storage - Permittee shall not deliver, store or build any equipment or storage containers on District facilities without obtaining written approval from the CUB office. The District reserves the right to remove, at permittee's cost, any unapproved equipment or storage containers on District facilities 30 days after written notice to permittee. The District may charge for such storage at its sole discretion.
- g. Non Transferability of Permit – Permittee may not sell, assign, or otherwise convey the permit.
- h. Limitation of Use – The following are NOT permitted in District facilities:
 - i. Alcohol, drugs, tobacco, gambling, and weapons.
 - ii. Outside food and beverages without special permission. Food and beverages strictly prohibited in auditoriums and computer labs.
 - iii. Advertising, sale of merchandise, and commercial enterprises.
 - iv. Public dances.
- i. Custodial Services – ~~Unless a District site administrator, as defined below, is provided during the permitted period,~~ District custodial services shall be provided for all permitted indoor use of the District facilities when a District custodian is not scheduled at the site. All costs associated with the District custodian requirement shall be borne by the permittee, ~~and~~ ~~– Overtime rates shall apply.~~ Custodial fees are waived for the following:
 - i. A District site administrator may substitute for District custodial service when a District custodian is not scheduled at a site. In such instance, site administrator responsibilities are outlined in Section j, below.
 - ii. During a PPS fiscal year, a PPS Title 1 School shall be granted up to one event of up to six hours of overtime custodial coverage free of charge for a PTA/PTO/Booster Club -sponsored event. The school must have Title I status at the time of the event for this fee waiver to apply.
- j. District Supervision – In the event that there is no District custodial designee assigned during the permitted period, a District site administrator must be present during the entire event and shall take responsibility for securing and cleaning the facility.

- k. Security – The District reserves the right to require 3rd party security be present during a permitted event. The Director of District Security Services shall determine the circumstances when such 3rd party security shall be required. All costs associated with the security shall be borne by the permittee.
- l. Nutritional Services – District Nutritional Services reserves the right to allow use of District kitchen equipment. If District kitchen equipment is used, an invoice for such use will be issued to the permittee directly from the office of Nutritional Services.
- m. Blanket Permits – The District shall not issue blanket permits for weekend use.
- n. Enforcement – District site administrator and/or custodial staff have the authority to enforce compliance to the Terms of Use.
- o. Violation of Terms – Violation of the Terms of Use shall be cause for cancellation of the permit and possible restriction of future use of District facilities.

V. Application Process

- a. A CUB application shall be submitted to the CUB office via the online application process.
- b. The person making the application shall be at least 18 years of age and agrees, by signature, to all terms and conditions set forth in the application.
- c. All portions of the application shall be completed according to the written instruction.
- d. Applications shall be submitted at least 20 days prior to the requested use to allow for processing.

VI. Approval Process

- a. CUB applications are forwarded to the District site administrator of the facility requested. Approval is based on:
 - i. Availability of the space requested and the priority list.
 - ii. Appropriateness of the activity for the space requested.
- b. The application is then forwarded electronically by the site administrator to the CUB office for final approval, scheduling, invoicing, and the issuance of the use permit.

VII. Invoicing

- a. The applicant will receive an invoice if fees are assessed. A use permit will be issued upon receipt of payment.

VIII. Fees

- a. A nonrefundable application fee is required for non-District activities.
- b. Usage fees will be assessed according to the current fee schedule, which shall be escalated annually by three percent (3%).

- c. No volume or in-kind discounts shall be provided.
- d. Fees are invoiced upon approval of use by the site administrator of the requested facility.
- e. Payment is due upon receipt of the invoice in order to confirm the permit.
- f. Payment is made directly to CUB office by credit card, check, cash, or money order.
- g. Use fee categories are:
 - i. For-Profit
 - ii. Non-Profit
 - iii. Cost-Sharing Rates (see 3.30.012-AD)
 - iv. Additional fees (i.e. security, custodian, storage, etc.)
 - v. Application, change, and cancelation fees

IX. Use Permit

- a. Upon payment of the invoice, a CUB permit will be issued to the applicant and to the site administrator and custodian of the permitted facility. **The permit must be presented to the site administrator or custodian upon arrival.**
- b. Changes to any portion of the permit must be approved by the site administrator of the permitted facility. In addition to any applicable use fees, the following provisions apply:
 - i. One change shall be allowed free of charge. Thereafter, a change fee is assessed to alter the permit.
 - ii. A corrected CUB permit must be issued.

X. Cancellations

- a. Cancellation by a permittee.
 - i. If a permit is canceled more than 2 weeks before the event, a cancellation fee will be retained.
 - ii. If a permit is canceled less than 2 weeks before the event, 50% of the use fee will be retained.
 - iii. If a permit is canceled less than 24 hours before the event 100% of rental fee will be retained.
- b. Cancellation by the District may be necessary due to unforeseen circumstances and require:
 - i. A good faith effort by the District to provide a 5 day notice to the permittee.
 - ii. Activities to be relocated to an appropriate site whenever possible.
 - iii. In the event an activity cannot be relocated 100% of the portion of the rental fee associated with the cancelation shall be refunded.