

BUILDINGS AND SITES

Series 900

Policy Title: Naming School Facilities

Code Number: AR971.1

NEW ADMINISTRATIVE REGULATION

Procedures

The Board believes that granting naming rights to a facility, space or other area can be an appropriate way to recognize distinguished effort or substantial financial support of the District, its schools and its students. The procedures that follow establish a framework for this process.

1. Naming Rights Agreements:

- a. Any agreement providing for or conditioned upon naming rights for any District facility, any part of a District facility or for any District program ("Naming Rights Agreement") shall be in writing, shall be subject to Board approval and shall incorporate any limitations or conditions set forth in Board policy.
- b. The District shall be a necessary party to any Naming Rights Agreement.
- c. When the gift, donation or other consideration for a Naming Rights Agreement will be contributed to the Sioux City Public Schools Foundation (the "Foundation"), the proceeds thereof shall be deposited with the Foundation and processed in accordance with a written agreement between the District, the Foundation, and the donor.

First Adoption:

Reviewed Date:

Revision Adoption:

Legal References: Iowa Code §§279.8, .42

Board Policy Document

- d. All proposed Naming Rights Agreements shall be submitted to the Superintendent for review prior to presentation to the Board.

2. Duration of Naming Rights:

- a. Subject to the limitations set forth in Board policy and below, the duration of naming rights shall be set forth in the Naming Rights Agreement. Use of any name established by a Naming Rights Agreement shall terminate upon the earliest of the following:
 - (i) At any time that the name fails to comply with Board policy;
 - (ii) Upon the expiration or termination date set in the Naming Rights Agreement;
 - (iii) Upon substantial renovation of the space with which the name is associated under the Naming Rights Agreement;
 - (iv) Upon the transfer of the District facility; or
 - (v) Upon the destruction or demolition of the District facility or the part of a District facility that is subject to a Naming Rights Agreement.
- b. Under no circumstances shall the District be required to pay any penalty or repay any amount contributed pursuant to a Naming Rights Agreement upon the termination of use of a name as set forth herein.
- c. Notwithstanding the foregoing, the District may elect to continue use of any name beyond the expiration date of any Naming Rights Agreement, but shall not be required to do so.

3. Additional Conditions, Limitations and Guidelines:

- a. Whenever possible, donors should be given the option of choosing the name used in recognizing their gift. The District will also collaborate, as necessary, with project designers and District Operations & Maintenance staff to determine the appropriate style, location, and installation process for any publicly displayed recognition, including signage.
- b. Naming Rights Agreements shall not create additional access or other rights to the donor or to the individual, organization, business, or other entity after whom the facility or other area is named.

First Adoption:

Reviewed Date:

Revision Adoption:

Legal References: Iowa Code §§279.8, .42

Board Policy Document

- c. Any naming program for a major campaign or project to benefit the District must be presented to the Board for preapproval.
- d. Naming rights may be conditioned on minimum gift levels.
- e. Unless specifically approved in a Naming Rights Agreement, no expenses shall be incurred by the District for the naming recognition when the naming occurs as the result of a proposal submitted by an individual, business, organization, or other entity unrelated to the District. When approved naming rights arise as the result of a monetary donation, the cost of any naming recognition shall be covered by the donor.

First Adoption:

Reviewed Date:

Revision Adoption:

Legal References: Iowa Code §§279.8, .42