

Board Policy –Corporate Sponsorships

Board Policy – 1700

The BRIDGES Board recognizes and appreciates the financial support received from Federal and State funding sources and from local taxpayers. The Board desires to expand revenue sources for the financial needs of the school and encourages financial support to the school from non-school sponsored organizations. The Board believes school-community relationships based on sound principles and community input can contribute to maintaining and improving high quality education programs and facilities. Corporate sponsorship activities that are consistent with the goals, objectives and philosophy of BRIDGES Charter School may be evaluated and recommended to the Board for implementation.

Definitions

Corporate Sponsor: A non-school sponsored person and/or organization that provide support to the school through financial or material means in exchange for recognition and/or acknowledgment.

Administration Team: The Director, Education Coordinator (Learning Director) and one or more additional staff members appointed by the Director for the purpose of reviewing corporate sponsor proposals.

Policy Conditions

- 1) This policy shall be administered to protect BRIDGES Charter School, its pupils, programs and/or staff against exploitation. Examples of exploitation include, but are not limited to:
 - a. The Sponsor does not adhere to the terms of the sponsorship agreement between the sponsor and the Board,
 - b. The Sponsorship is having an adverse impact on the educational program,
 - c. The Sponsor becomes associated with any type of activity that is contrary to the mission of BRIDGES Charter School,
 - d. The Sponsor becomes involved in an illegal or other prohibited activity,
 - e. The Sponsor becomes insolvent or otherwise transfers all or substantially all of its assets;
 - f. The Sponsors misrepresented material facts when entering into the sponsorship arrangement; or
 - g. Other reasons as set forth in the sponsorship agreement.

This policy is not intended to be used in the place of other corporate or individual business arrangements such as the use of school facilities for advertising goods or services or other transactions that would be subject to the public bidding laws.

Corporate Sponsorship Proposals

A potential corporate sponsor must submit a written corporate sponsorship proposal to the Administration Team. An organization's sponsorship activity may include, but is not limited to, financial support to a school curricular or co-curricular activity or program, a school facility improvement, and/or a school assembly program. No pupil or staff member will be required to participate in any activity as a condition of a corporate sponsorship. In appreciation for such sponsorship, the school district will appropriately acknowledge the organization's contribution to the school. The acknowledgment may include a public address announcement at an activity, signage at the activity or on school grounds, All-Call announcements, or through other reasonable means. Temporary posting of signs identifying the sponsor shall not be considered the district's endorsement of the product or service of a company.

The corporate sponsorship proposal shall include the specific sponsorship activity, the proposed time period/duration of the activity, the requested acknowledgement, and the terms of termination in the event the Board decides to terminate such corporate sponsorship. The return of any benefits provided to the school as a result of the Board's termination will be limited to and in accordance with the provisions of the written corporate sponsorship proposal approved by the Board.

Board Approval of Corporate Sponsor Activities

All corporate sponsorship proposals in excess of \$21,000 are required to be approved by the Board upon the recommendation of the Administration Team. Corporate sponsorship proposals of less than \$1,000 may be approved by the Administration Team and/or the PAC. The committee shall submit all corporate sponsorship offers to the Administration Team for review and approval in accordance with this policy.

In the event there are competing proposals for the same or similar sponsorship, the Board President will designate an Ad Hoc Board Committee to review the Administration's recommendation to the Board. All corporate sponsorship proposals recommended by the Administration Team will be discussed at a public Board meeting with the proposal being included on the Board Meeting agenda.

Duration of Corporate Sponsorship Activities

A corporate sponsorship shall not exceed 12 months in duration unless it is made in conjunction with an ongoing capital project. In the case of a donation in support of an ongoing capital project, the term of the sponsorship shall be set forth in the sponsorship agreement.

At the conclusion of this approved period, and if the sponsor desires to continue the sponsorship, a request to extend the Sponsorship Agreement must be prepared by the sponsor and submitted to the Administration Team for approval by the Board for another period not to exceed 12 months. There shall be no expectation a corporate sponsorship will be renewed beyond the Board approval dates. There shall be no limit to the number of times the Board renews a Sponsorship Agreement.

The Board reserves the right to terminate the sponsorship at any time. Therefore, all corporate sponsorship proposals must include provisions for such termination, which may include the return of any excess funding, goods and/or services provided to BRIDGES Charter School.

The Administration Team is responsible for maintaining the following records of sponsorship activities;

- 1) A list prepared annually of activities for which sponsorships in the amount \$1,000 or less will be accepted for the next fiscal year. The list will be made available to the public upon request and presented to the Board at the first regularly scheduled Board meeting each April.
- 2) A log of all sponsorship contracts in effect during the school year. The log shall include the following information for each sponsorship;
 - a. Name and address of sponsorship
 - b. Date sponsorship contract executed and location of contract
 - c. Authorized signatures which appear on contract
 - d. Contract term
 - e. List of benefits received by the school, including dollar amount
 - f. List of approved sponsorship activities
 - g. Annual monetary benefit to sponsor if sponsorship involves product sales.

Requirements

Any agreement to enter into educational sponsorship will be in writing. The written agreement submitted by the corporate candidate shall include;

- 1) A statement of the educational purpose for the relationship.
- 2) A statement that the School Board has the right to terminate the agreement without penalty if it determines that the agreement is having an adverse impact on the educational or other experience of students or the school community.
- 3) A statement defining how the benefits arising from agreement will be distributed
- 4) A statement detailing the specific benefits to the school from the agreement.
- 5) A statement clearly defining the roles, expectations, rights and responsibilities of all parties to the agreement. This statement shall include a statement whether the agreement permits the sponsor to advertise in connection the agreement and if so, the extent o such advertising.
- 6) The duration of the agreement
- 7) A statement that the School Board retains the exclusive right to authorize the use of its name, logo or other similar information.
- 8) A statement that the School Board must approve its identification as a partner or co-sponsor in all publicity materials.
- 9) A statement of the monetary value to be received pursuant to the agreement
- 10) A statement that if an agreement is terminated because of an adverse impact on the educational experience of student, no other agreement for an educational sponsorship will be entered between the School Board and the partner or sponsor's whose agreement has been terminated for a specific period of time.

- 11) A statement of the basis on which students will be permitted to participate in the program or otherwise benefit from the agreement.
- 12) A statement that the sponsor assumes the responsibility for obtaining the consent of any student or School Board member or employee whose likeness may appear in any materials disseminated by the partner or sponsor.
- 13) A statement disclosing any relationship between the sponsor or partner, or any of its employs or major stockholders, and any student or School Board member or employee.
- 14) A statement that all sponsorships will be consistent with all federal and state laws, local ordinances and School Board policies and regulations and with all preexisting School Board contract including but not limited to the California law Against Discrimination, the Family Educational Rights and Privacy Act and the Individuals with Disabilities Education Improvement Act.
- 15) A statement that no sponsorship shall exploit any student or School Board employee.
- 16) A statement that no sponsor or partner shall be permitted to collect personal information, including names, addresses or telephone numbers of students, employees or Board Members of BRIDGES Charter School because of its sponsorship.
- 17) A statement that any curriculum materials provided pursuant to the agreement will be held to the same standards as other curriculum materials.
- 18) A statement that any participation by any student or BRIDGES employee in any activity established pursuant to the agreement will be purely voluntary. If a student or BRIDGES employee wants to participate in any sponsored activity but objects to using the materials provided by the sponsor or partner, the sponsor or partner must supply substantially similar materials to which the student does not object for that student to use in the activity. If a student objects to using materials provided by the sponsor or partner, the BRIDGES employee in charge of the activity shall provide for a means by which the student's objections are made known to other students involved in the activity and by which those objections are discussed in an educational manner.

Prohibitions

No agreement shall be entered into if the sponsorship involves or gives the appearance of involving any activity which could result in the following;

- 1) Promotion of hostility or violence;
- 2) An attack on ethnic, racial or religious groups;
- 3) Discrimination prohibited by any law or School Board policy;
- 4) Promotion of the use of drugs, alcohol, tobacco or firearms;
- 5) Promotion of sexual, obscene or pornographic activities; or
- 6) Promotion of any image that is not in keeping with the established goals and purposes of the School Board.

Applicable Laws

All corporate sponsorship proposals presented and approved by the Board shall be consistent with the competitive bidding and purchasing laws, school policy and regulations, and all applicable Federal and State laws, administrative codes, rules and regulations.