



ALBEMARLE COUNTY PUBLIC SCHOOLS EDUCATIONAL SPONSORSHIP AGREEMENT
(MULTIPLE SCHOOLS/ DEPARTMENTS)

This Educational Sponsorship Agreement ("Agreement") is entered into by the Albemarle County School Board t/a the Albemarle County Public Schools ("ACPS") and Barnes & Noble, Inc. ("Sponsor"), a bookstore located at 1035 Emmet St., Suite A, Charlottesville, VA 22903, for the purpose of establishing an educational sponsorship with Albemarle County Public Schools ("ACPS") pursuant to Albemarle County School Board policies.

1. Purpose and Scope of Sponsorship. The educational purpose of this sponsorship is to promote literacy and provide access to reading and learning materials for students, educators and schools. This sponsorship will provide benefits to ACPS in relation to its library and classroom materials.

2. Duration of Sponsorship. This Agreement will take effect once both parties have signed this Agreement and will terminate either when the Sponsor has provided all of the benefits listed in Section 3 or at the end of the 2013-14 school year, whichever occurs first. In addition, the parties may terminate this Agreement in accordance with Section 8.

3. Benefits Provided by Sponsor. The Sponsor shall provide all of the benefit(s) to ACPS and/or the School that have been checked off below (the "benefits"):

☐ **Monetary Donations**

Amount: \$ _____ payable on or before _____.

Note: all monetary donations must be accepted through formal School Board approval.

☒ **Price Reductions**

Reduction of (% or \$ amount): up to 25% on most book orders from schools and for all educators' professional purchases when using a Barnes and Noble institutional account or educator discount cards; 10% on all CDs and DVDs purchased by participating schools. Nothing in this section shall, however, require ACPS to make any purchases or any volume of purchases from Barnes and Noble.

☐ **Donated Services**

Donation of the following free service(s): _____

☐ **Donated Goods (Curricular Materials, Equipment, Supplies, Coupons, etc.)**

Donation of the following products: _____

Note: the donation of certain goods, such as computers and reusable equipment, must be accepted through formal School Board approval.

☒ **Other**

Participation in the Barnes and Noble Book Fair program, the terms and conditions of which are posted on www.barnesandnoble.com, enabling schools to receive a percentage of the proceeds from online and in-store book sales; and participation in the Barnes and Noble Summer Reading Program, which provides free books to all participating students in accordance with the terms and conditions posted on

www.barnesandnoble.com.

3.1. Information Regarding Distribution of Benefits.

- (a) The above benefits will be provided to the School throughout the term of this Agreement.
- (b) Distribution of the above benefits will be made as follows:
To all employees via the Division employee newsletter and school front office staff; to school librarians and staff regarding book fairs; to central and school staff regarding the Summer Reading Program; and to students through flyers and other school postings.
- (c) If any of the above listed benefits will be provided to students on a selective basis (rather than providing benefits to all interested students), the following criteria will be used to determine eligibility: _____ N/A__.

3.2. Curricular Materials.

Any curricular materials provided pursuant to the Agreement will be held to the same standards as other curricular materials. If a student objects to using materials provided by the Sponsor, the School Board 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.

4. Rights of Sponsor. Unless Section 4.1 or 4.2 below are completed, the Sponsor shall not acquire any right to advertise its company, organization, products or services or the right to be the exclusive provider of any services or goods in ACPS or the School as a result of entering into this Agreement.

- 4.1. Advertising privileges are given to the Sponsor at the School during the current school year under the following terms and in accordance with the other provisions of this Agreement: posting of Barnes & Noble flyers and information in employee newsletters and work areas as selected by the schools and distribution of Barnes & Noble Summer Reading Program materials to students through channels selected by the schools.
- 4.2. The privilege to provide exclusive services or products is given to the Sponsor at the School during the current school year under the following terms and in accordance with the other provisions of this Agreement: _____ N/A__.

5. Duties of ACPS. Unless Section 5.1 below is completed, ACPS and the School have no duties to provide any facilities, staff time, or other resources to the Sponsor pursuant to this Agreement.

- 5.1. The School will provide the following resources to Sponsor, subject to their availability, for the purpose of this Agreement: distribution of materials as outlined in Section 3.1.

6. Rights Retained by ACPS. ACPS reserves the right to act in the best interests of its students

and staff notwithstanding any provision in this Agreement to the contrary. By entering into this Agreement ACPS does not cede, but specifically reserves, all control and authority over the Albemarle County Public Schools and ACPS property. In addition, ACPS retains the exclusive right to authorize the use of its name, logo, or other similar information and the right to preapprove any publicity materials that the Sponsor may seek to disseminate identifying ACPS as a partner or co-sponsor.

7. Protections for Students and Staff.

Except as stated below, Sponsor represents that neither its corporate entity, if applicable, nor the Sponsor himself or herself has any familial or business relationship with any student of the School, School Board member or employee, or the Superintendent: N/A .

7.1. Sponsor also agrees to the following:

- a) To obtain the consent of any student or School Board employee whose likeness may appear in any materials disseminated by the Sponsor.
- b) Not to exploit any student or School Board employee in the course of performing this Agreement.
- c) To refrain from collecting any personal information, including names, addresses or telephone numbers of students or School Board employees, in the course of performing this Agreement except as expressly authorized by the principal, the parent of any involved student, and any involved employee.
- d) Participation by any student or School Board employee in any activity established pursuant to the Agreement will be purely voluntary. If a student or School Board employee wants to participate in any sponsored activity but objects to using the materials provided by the Sponsor, the Sponsor must supply substantially similar materials to which the student does not object for that student to use in the activity.

8. Termination.

- 8.1. Termination by ACPS. ACPS may immediately terminate this Agreement without penalty, upon providing written notice to Sponsor, if it determines that: (i) the Agreement is having, or is reasonably likely to cause, an adverse impact on the educational experience of students, or (ii) the performance of this Agreement would adversely impact the School's operational or instructional functions. In the event that ACPS determines that the Agreement has had an adverse impact on student experience, no further agreement shall be entered into between the parties unless and until Sponsor demonstrates that a further agreement would not likely create such an adverse impact.

Without limiting the kinds of conduct that could lead to termination under this Section, the parties agree that this Agreement may be terminated in the event that Sponsor publicly engages in any of the following activities:

- a) Promotion of hostility or violence;
- b) Attacking ethnic, racial, or religious groups;
- c) Discrimination prohibited by any law or School Board policy;
- d) Promotion of the use of drugs, alcohol, tobacco, or firearms;

- e) Promotion of sexual, obscene, or pornographic activities; or
- f) Promotion of any image that is not in keeping with the established goals and purposes of the School Board.

8.1.1. ACPS may terminate this Agreement for any reason other than those listed above by providing ten (10) days written notice to Sponsor, and provided that ACPS returns or reimburses Sponsor for the actual cost of the benefits already provided under the Agreement.

8.2. **Termination by Sponsor.** Sponsor may terminate this Agreement for any reason by providing thirty (30) days written notice to ACPS.

8.2.1. If Sponsor is providing curricular materials under this Agreement, Sponsor shall be responsible for paying ACPS the replacement cost for any curricular materials that were required to be provided under the Agreement.

9. **Limitation of Liability.** The parties agree that neither ACPS, the Albemarle County School Board, nor any of its employees shall be responsible for loss or damage to any property of the Sponsor provided in the performance of this Agreement, or for any personal injury or death caused by any action or inaction of the Sponsor or its employees and agents.

10. **Insurance.** If "Insurance Required" is checked below, Sponsor shall: (a) during the performance of this Agreement, keep in force an insurance policy for general liability in the amount of at least one million dollars (\$1,000,000) that covers personal injury and death, bodily injury, and property damage; and (b) upon request, furnish a certificate of insurance or other valid documentation showing the Albemarle County School Board as an additional insured on this policy.

10.1. ☐ Insurance Required ☒ Insurance Not Required

11. **Governing Law and Forum.** The parties agree that the laws of the Commonwealth of Virginia, without respect to choice of law principles, shall apply to this Agreement, and that any legal or equitable action that may be filed with respect to this Agreement shall be done in the Circuit Court of Albemarle County.

12. **No Employment Created.** Nothing in this Agreement shall be deemed to create an employer-employee relationship between Sponsor (including its employees) and ACPS for any purpose, including, but not limited to, taxation, workers' compensation and any other benefits.

13. **Compliance With Laws.** This Agreement shall be performed in compliance with all applicable federal and state laws, local ordinances and School Board policies and regulations. Sponsor further agrees that during the performance of this Agreement it shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

14. **Entire Agreement; Modification of Agreement.** This Agreement constitutes the entire and sole agreement between the parties with respect to the provision of the Benefits and supersedes any prior agreement that may have existed on this subject. This Agreement cannot be modified except by express written agreement signed by authorized representatives of both parties.

15. **Notices Under Agreement.** All notices required to be provided under this Agreement shall

be made to the following individuals:

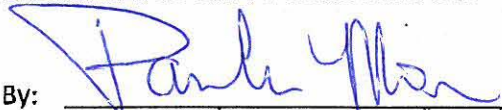
To ACPS:

Chief Operating Officer
Albemarle County Public Schools
401 McIntire Road
Charlottesville, VA 22902

To Sponsor:

Sandy Carraro
1035 Emmet St., Suite A
Charlottesville, VA 22903

ALBEMARLE COUNTY PUBLIC SCHOOLS

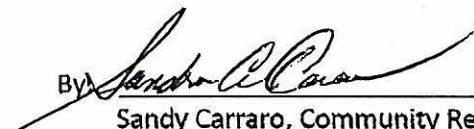
By: 
Pamela R. Moran, Superintendent

Approved as to Form:

By: 
School Board Attorney

Date: _____

BARNES AND NOBLE, INC.

By: 
Sandy Carraro, Community Relations Manager

Date: 6/29/2011