

COMMERCIAL, PROMOTIONAL, AND CORPORATE SPONSORSHIPS AND PARTNERSHIPS

Generally

The School Board recognizes that corporate and other private sponsorship of programs and activities related to education can provide valuable enhancement of the educational program offered by the Division. For that reason, the School Board may enter into commercial, promotional, and corporate sponsorship and partnership arrangements under certain conditions.

Definitions

An “educational partnership” is a mutually beneficial, co-operative relationship in which partners share values, objectives, and/or human or financial resources to enhance learning for students.

An “educational sponsorship” is an arrangement pursuant to which the sponsor provides money, price reductions, equipment, materials, services, or other benefits in exchange for recognition of its products or entity for a specified period of time.

Authority to Enter into Agreements

With the prior approval of the School Board or its designee, principals may enter into sponsorships and partnerships for their schools when the sponsorship or partnership does not extend beyond a single school year or exceed \$5,000 in value to the school.

With the prior approval of the School Board, the Superintendent or designee may enter into sponsorships and partnerships which will benefit more than one school or the division as a whole. The Superintendent or designee may also, with School Board approval, enter into sponsorships and partnerships when the sponsorship or partnership extends beyond a single school year or exceeds \$5,000 in value to the school.

The School Board may create a Sponsorship Review Committee to review any sponsorship or partnership which the Board determines should be considered by the Committee. The School Board shall establish criteria identifying proposed sponsorships and partnerships which must be reviewed by the Committee rather than by a principal, the Superintendent, or a designee. If the Committee’s decision regarding the proposed sponsorship or partnership is not unanimous, the decision may be appealed to the School Board by either the potential sponsor or partner or by a member of the Sponsorship Review Committee.

Requirements

No agreement to enter into an educational sponsorship or partnership with the School Board will be valid or enforceable unless it is in writing and approved by the School Board or its designee in accordance with the requirements of this policy.

The written agreement shall include:

- A statement of the educational purpose for the relationship.
- 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 experience of students.
- A statement that if an agreement is terminated because of an adverse impact on the educational experience of students, no other agreement for an educational partnership or sponsorship will be entered into between the School Board and the partner or sponsor whose agreement has been terminated for a specified period of time.
- A statement detailing the specific benefits to the school or school division from the agreement.
- A statement clearly defining the roles, expectations, rights and responsibilities of all parties to the agreement. This statement shall include a statement of whether the agreement permits the sponsor or partner to advertise in connection with the agreement and if so, the extent of such advertising.
- A statement clearly defining whether the agreement creates any exclusive rights for the sponsor or partner and, if such rights are created, clearly defining those rights. If no exclusive rights are created, the agreement shall include a statement that the existence of the sponsorship or partnership will not limit the discretion of the School Board or its personnel in the use of sponsored or nonsponsored materials.
- The duration of the agreement.
- A statement that the school or School Board retains the exclusive right to authorize the use of its name, logo, or other similar information.
- A statement that the school or School Board must approve its identification as a partner or co-sponsor in all publicity materials.
- A statement of the monetary value to be received by the school or school division pursuant to the agreement.
- A statement defining how the benefits arising from the agreement will be distributed.
- A statement of the basis on which students will be permitted to participate in the program or otherwise benefit from the agreement.
- A statement that the sponsor or partner assumes the responsibility for obtaining the consent of any student or School Board employee whose likeness may appear in any materials disseminated by the partner or sponsor.
- A statement disclosing any relationship between the sponsor or partner, or any of its employees or major stockholders, and any student, School Board employee, School Board member, or the Superintendent.

- A statement that all partnerships and sponsorships will be consistent with all federal and state laws, local ordinances and School Board policies and regulations and with all preexisting School Board contracts. If the terms of the partnership or sponsorship agreement establish that the employees, contractors, or others acting on behalf of the partner or sponsor will have direct contact with students on school property during regular school hours or during school-sponsored activities, the school board will require the partner or sponsor to provide certification that all such persons have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- A statement that no partnership or sponsorship shall exploit any student or School Board employee.
- A statement that no sponsor or partner shall be permitted to collect personal information, including names, addresses or telephone numbers of students or School Board employees because of the partnership or sponsorship.
- A statement that any curriculum materials provided pursuant to the agreement will be held to the same standards as other curriculum materials.
- A statement that any 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 or partnered 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 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.

Prohibitions

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

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

Grand-fathering of Existing Agreements

All written sponsorship agreements in effect on the date this policy is adopted shall be subject to the review and approval of the School Board, as authorized by Virginia law. The School Board or its designee shall have the discretion to review any existing sponsorship agreements and recommend appropriate changes to such agreements. Any extension or other changes or modifications to existing agreements shall require the prior approval of the School Board or its designee in accordance with the requirements of this policy.

Agreements that must be reviewed by the Sponsorship Review Committee shall include:

- Any Agreement referred to committee by the Board
- Agreements involving more than two division schools
- Agreements involving more than two school years
- Agreements involving the sponsorship of a product or group which has stimulated concern by any Sponsorship Review Committee Member

Adopted: January 22, 2004, December 11, 2008

Legal Refs.: Code of Virginia, 1950, as amended, ~~section §§~~22.1-89.4; 22.1-296.1

Cross Refs.:

DJF	Purchasing Procedures
DJG	Vendor Relations
DP	Non-Locally Funded Programs
IIAA	Textbook Selection and Adoption
IIAB	Learning Resources Selection & Adoption
IICB/IICC	Community Resource Persons/School Volunteers
IL/IM	Assessment/Testing/Program Evaluation
JFCB	Sportsmanship, Ethics and Integrity
JL	Fund Raising and Solicitation
KA	School-Community Relations Goals
KH	Gifts to School Board Members and Employees
KLB	Public Complaints about the Curriculum or Instructional Materials

Administrative Guidelines

The policy applies strictly to each school within the division. It applies to each school-sponsored activity, club or organization sanctioned by the school.

Support groups such as PTOs, PTAs, PTCs or booster clubs will as a general rule be required to comply with the requirements of this policy when considering any school-related activities or events that might involve the sponsorship of private commercial or other business entities. The Superintendent/designee shall be authorized to determine whether a waiver of any or all of the requirements of this policy should be granted in a particular situation. Support groups should contact the Principal to determine whether a waiver of these requirements may be available from the Superintendent/designee.

Support organizations who clearly delineate in a disclaimer or written notice that their activities are not sponsored by the school or school organization or sanctioned by the school administration or School Board are exempt from the conditions of this policy.

When a School Board employee is in doubt regarding the application of this policy, it is strictly required that the employee seek legal counsel through the office of the Superintendent of Schools.