

## COMMERCIAL, PROMOTIONAL, AND CORPORATE SPONSORSHIPS AND COMMUNITY PARTNERSHIPS

### Generally

The Alexandria City 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 Alexandria City School Board may enter into commercial, promotional, and corporate sponsorship and community partnership arrangements under the following conditions:

1. The School Board, subject to the terms and conditions of this policy and any other reasonable conditions established by the Board, may enter into partnership or sponsorship agreements with corporations, business entities, organizations or individuals deemed to be beneficial or desirable by the Board, and may allow for recognition of such corporations, businesses, community groups or individuals as sponsors or partners of Alexandria City Public Schools (ACPS).
2. All school facilities and school property are intended for and are for the exclusive use of ACPS and its authorized users for the public purposes associated with education, athletics, community recreation, and community activities and entertainment permitted by law.
3. Any commercial or promotional advertisements, banners, displays or other materials or messages sought to be placed on school property, premises or facilities pursuant to this Policy shall be allowed only on the terms and conditions set forth in this policy and Policy KJ, and the partner or sponsor shall be deemed to have accepted and be bound by all such terms and conditions.
4. ACPS shall be permitted to remove any advertisements, banners, or other promotional material allowed pursuant to any authorized partnership or sponsorship agreement whenever it appears to the School Board that the terms and conditions of this policy, or any conditions imposed by the Board, have not been met, and also where the donor has been convicted or found not innocent of a felony or crime of moral turpitude, and/or is an organization or business entity which has ceased to be a going concern.

### Authority to Enter into Agreements

Subject to the conditions and procedures set forth in this policy, on behalf of the School Board, the Superintendent may enter into sponsorships and partnerships, which will benefit one school, more than one school, or the Division as a whole.

The Office of Schools, Business and Community Partnerships shall establish procedures that outline rules for solicitation, execution and monitoring of the agreement, the size, appearance, and manner of placement of a name or logo, handling of funds, and compliance with all applicable School Board policies, including this policy and Policy KJ. Recognition of sponsorships and partnerships through use of a sponsor's/partner's name or logo may be made on the ACPS website,

webpages, television, and school structures, subject to the approval of the Superintendent.

The Superintendent shall notify the School Board of his or her intent to enter into a sponsorship or partnership.

### **Requirements**

The Superintendent shall establish procedures governing the criteria for selection of sponsors and partners. For sponsorship or partnership opportunities with a value of less than \$5,000, the Superintendent may solicit or authorize his/her designee to solicit proposals. For opportunities with a value of \$5,000 or more, the Division will make public notice of potential sponsorship or partnership opportunities, and will allow a reasonable amount of time for potential sponsors or partners to submit proposals.

Any agreement to enter into an educational sponsorship or educational partnership will be in writing and will delineate the scope of the project, responsibilities of each party, data sharing authority, evaluation criteria, and timeline.

The written agreement shall also 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 experience of students, including without limitation if developments occur such that the sponsorship or partnership involves one or more of the prohibitions below.
3. A statement that if an agreement is terminated because of an adverse impact on the educational experience of students, or any violation of the conditions provided below, 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.
4. A statement detailing the specific benefits to the school or school division 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 of whether the agreement permits the sponsor or partner to advertise in connection with the agreement and if so, the extent of such advertising. Any advertising must be consistent with Policy KJ.
6. 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 non-sponsored materials.

7. The duration of the agreement.
8. A statement that the school or School Board retains the exclusive right to authorize the use of its name, logo, or other similar information.
9. A statement that the school or School Board must approve its identification as a partner or co-sponsor in all publicity materials.
10. A statement of the monetary value to be received by the school or school division pursuant to the agreement.
11. A statement defining how the benefits arising from agreement will be distributed.
12. A statement of the basis on which students will be permitted to participate in the program or otherwise benefit from the agreement.
13. 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.
14. 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.
15. 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.
16. A statement that no partnership or sponsorship shall exploit any student or School Board employee.
17. 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.
18. A statement that any curriculum materials provided pursuant to the agreement will be held to the same standards as other curriculum materials.
19. A statement that any participation by any student or School Board employee in any activity established pursuant to the agreement will be purely voluntary.
20. A statement that the partner or sponsor will provide a statement consistent with Va. Code §22.1-296.1 for all persons who will have direct contact with students on school property during regular school hours or during school-sponsored activities.

## 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:

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
7. Promotion of any image that is not in keeping with the established goals and purposes of the School Board.

## Public Notice

The Superintendent shall ensure that a list of all active sponsorships and partnerships, including each agreement's purpose, intent, expected duration and any monetary value is maintained and readily available to the public.

Adopted: April 16, 2009

Amended: June 23, 2016

Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-89.4

Cross Refs.:	DJG	Vendor Relations
	DO	Non-Locally Funded Programs
	FB	Facilities Planning and Community Funded Facilities Projects
	FB-R	Regulations for Community Funded Capital Projects
	IIAA	Textbook Selection and Adoption
	IIAB	Supplementary Materials Selection and Adoption
	IICB/IICC	Community Resource Persons/School Volunteers
	IM	Evaluation of Instructional Materials
	JFCB	Sportsmanship, Ethics and Integrity
	JL	Fund Raising and Solicitation
	KA	Goals for School-Community Relations
	KH	Public Gifts to the School
	KJ	Advertising in the Schools
	KLB	Public Complaints about Learning Resources
	KM	Relations with Community Organizations