

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.~~

~~—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 sponsor or partner must certify that all such persons have not been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code 19.2-392.01; any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or any crime of moral turpitude.

- A statement that 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 individuals acting on behalf of the partner or sponsor may have been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of Va. Code 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, provided that in the case of a felony conviction, the individual's civil rights have been restored by the Governor.
- 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 products, nicotine vapor products, 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

Section A - Introduction

1. A Corporate Sponsorship Agreement is an agreement between the Albemarle County Public Schools (“ACPS”) and an individual, a group, company or other commercial enterprise, or community-based organization (“Individual and Entity”) in which the sponsor provides financial support or in-kind gifts in exchange for donor recognition. Sponsorship can provide a mutually beneficial and purposeful relationship between Individuals and Entities and the ACPS that will contribute to strong school and corporate communities. Well-managed sponsorship arrangements can provide an effective way of increasing awareness of messages, policies, and initiatives, communicating ACPS goals and building stakeholder relationships, and helping communicate with specific audiences within the community.

2. The ACPS welcomes sponsorship opportunities for its academic programs, facilities, activities, and interscholastic athletics that enhance the ACPS’s ability to provide educational services to the school community and public at-large public as long as the purposes, services, and/or products of the sponsor are consistent with this Policy; appropriate to the mission, values, and strategic plan of the ACPS; and the prospective sponsor and the the sponsor’s proposed sponsorship is neither controversial, discriminatory, disruptive, nor inappropriate within the school environment.

3. This policy establishes guidelines for entering into Corporate Sponsorship agreements. Unlike advertising, Corporate Sponsorship ACPS will receive intangible benefits, including increased visibility, donor recognition and good will, in exchange for providing opportunities that will advance the ACPS’s educational mission. It is not the intent of the ACPS to create a public forum or solicit advertising through Corporate Sponsorships.

4. Outside funding will help the ACPS maintain valuable and important programs and facilities, within specific boundaries and with safeguards against misuse of this funding source.

5. Sponsorship does not include:

- donations of money, goods or services
- philanthropic efforts such as donating money to a charity, or volunteering efforts

- the sale of advertising
- grants of discretionary funding
- bequests which impose no obligations on the recipient and offer little or no rights or benefits to the provider
- joint ventures or consultancies

Section B – Purpose and Principles of Sponsorship

1. Corporate Sponsorship Agreements will exist in accordance with criteria and procedures set forth in this policy.

2. Corporate Sponsorships must:

- promote and improve educational outcomes
- support corporate and school goals and objectives
- increase effectiveness ACPS strategic programs and activities
- engage or build relationships with key stakeholders
- communicate key messages to target audiences.

3. In general, the following are not eligible to enter into Corporate Sponsorships agreements with the ACPS:

- Any Individual or Entity whose purpose includes advancing or opposing religion or related interests;
- Any Individual or Entity whose purpose includes advancing or opposing a political agenda, interest, position, or candidate;
- Any Individual or Entity whose business is substantially derived from the sale of alcohol, tobacco, firearms or pornography, other products hazardous to one's health, or otherwise inappropriate within the school environment;
- Any Individual or Entity whose purpose or business is contrary to the ACPS educational program, mission, values, and goals;
- Any Individual or Entity whose proposed sponsorship is controversial or disruptive.

Section C- Ethical Behavior and Fair Dealing

1. Participation in a sponsorship should not place undue pressure on employees, parents, students, or school communities to purchase particular goods or services, subscribe to particular beliefs or attitudes, or undertake certain activities or actions.

2. Everyone involved in making decisions about or managing sponsorships must behave ethically and fairly and:

- Declare and avoid conflicts of interest;
- Refuse gifts, invitations to events and functions, or other favors if offered as part of sponsorship negotiations;

- Maintain confidentiality with respect to proprietary matters, intellectual property issues, matters under negotiation, and any other confidential information
- Maintain high standards of transparency and accountability
- Names or addresses of ACPS staff, students, and families must not be provided to an Individual or Entity as a benefit of sponsorship

Section D - Responsibility and Advisory Bodies

1. A Corporate Sponsorship Advisory Committee, comprised of representatives of the ACPS that the Superintendent/designee shall appoint, including, but not limited to the Deputy or Assistant Superintendents, directors, principals, assistant principals, athletic directors, and School Board Attorney will make recommendations on corporate sponsors to the Superintendent/designee. Recommendations includes the nature of the prospective agreement, manner or placement of recognition of the Corporate Sponsor, and terms and conditions of the Corporate Sponsorship.

2. The Superintendent has the sole discretion to accept corporate sponsorships and approve and execute any Corporate Sponsorship Agreement. In addition, the Superintendent reserves the right to terminate a corporate sponsorship should circumstances warrant such action, consistent with the concerns set forth under Section B(3) above.

Adopted: January 22, 2004
 Amended: December 11, 2008; March 13, 2014; August 14, 2014; September 12, 2019; December 10, 2020
 Equity Review: December 10, 2020

Legal Refs.: Code of Virginia, 1950, as amended, §§22.1-79.5, 22.1-89.4; 22.1-296.1

Cross Refs.: DJF, *Purchasing Procedures*
 DJG, *Vendor Relations*
 DP, *Non-Locally Funded Programs*
 IIAA, *Learning Resources/Textbook Selection and Adoption*
~~IAB, *Learning Resources Selection & Adoption*~~
 IICB/IICC, *Community Resource Persons/School Volunteers*
 JFCB, *Sportsmanship, Ethics and Integrity*
 JL, ~~*Fund-Raising and Solicitation*~~
 KA, *School-Community Relations Goals*
 KH, *Public Gifts to the Schools, School Board Members and Employees*
 KLB, *Public Complaints about Learning Resources, ~~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.*~~