Policy Review Process

Policy # 627 Commercial Activities and Partnership

Why is it being changed?

- No changes. This is a new policy being brought before the Board due to the District's campaign efforts and the naming rights moving forward as part of the campaign process.

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Book	Policy Manual
Section	600 Finances
Title	Commercial Activities and Partnerships
Code	627
Status	Administrative Review

Purpose

The District recognizes that public schools provide a potential market for appropriate commercial activities. Approval of proposed commercial activities will depend on whether it will result in substantial benefit to the District, its schools and their respective students, and is consistent with the District's mission, policies, and goals. The District has the exclusive discretion to determine whether to pursue, accept or decline an opportunity to engage in appropriate commercial activities. The factors to be considered by the District include, but are not limited to:

- The extent to which a commercial opportunity limits or restrains the District's discretion or its ability to pursue other opportunities;
- The duration of the arrangement or agreement and the District's ability/discretion to terminate the arrangement/agreement;
- The extent to which the commercial opportunity imposes any obligation on the District, either presently or in the future, financial or otherwise and whether the opportunity is subject to conditions acceptable to the District;
- The extent to which the commercial opportunity constitutes a conflict of interest or creates the appearance of or potential for a conflict of interest; and
- The extent to which the commercial opportunity affects the appearance of District property, disrupts the operation of the District or is inconsistent with the District's mission or the Board's philosophy or principles of governance.

The Board believes that in certain instances and with certain limitations, it may be in the best interest of the District to accept monetary and/or other meaningful consideration from individuals or entities in exchange for recognition, which may be verbal, written or graphic in nature, but in some limited circumstances could include granting naming rights to a District facility. The Board recognizes that ethical and legal issues must be addressed when entering into these types of arrangements which involve the use of School District facilities or in any way impact students and school personnel. Furthermore, the District acknowledges that names of facilities can be important forms of expression in their own right and that the naming or renaming of a facility can reflect upon students, staff and the community.

The purpose of this Policy is to provide procedures and guidelines for permitting paid advertising, sponsorship or naming rights in a manner that is supportive of the District's overall mission and is consistent with its goals and objectives, while protecting the interests of the District's name, its pupils and its personnel. These guidelines are intended to protect students and staff from exploitation and overt commercial activity, particularly in the classroom and to ensure that these agreements do not interfere with the educational program, conflict with the values of the community or the District's mission, are age-appropriate in a K-12 environment and allow the District to remain neutral on controversial issues.

Definitions

Advertisement – any payment of money or other benefit to the District that requires visual, audio, voice, data, electronic, online, and/or video placement of a name, slogan or product message on a District property or official District publication.

Sponsorship – any payment of money or other benefit to the District in exchange for recognition.

Partnership: An agreement between the District and an organization, wherein the basis and the terms of the relationship are set by the District, and agreed upon by the organization/private entity, or reached mutually. In many instances a partnership is less formal than a contractual relationship and continues for an unspecified length of time. Partners of the District can be individuals, businesses, corporations (profit and nonprofit), trusts, foundations or educational/financial institutions or other organizations/entities interested in aiding the District in meeting its educational mission and goals. Examples of partners include but are not limited to organizations such as the PTA, the Borough, Foundation for Education, etc.

Exclusive Rights – any payment of a premium or provision of some benefit to the District for the right to be a sole provider of a service, advertisement, or product. This term includes limited exclusive rights contracts where more than one (1) provider may supply the same or similar service, advertisement or product.

Purchase of Goods and Services – purchase of services or goods by the District for a product or service required by the District.

Naming Rights - recognition granted in exchange for the payment of money or other economic benefit including the right to name a District facility, a specific area within a District facility, or other District property or a District program for a specified term.

Authority

The School Code requires the Board to provide and maintain school grounds and buildings necessary to provide educational services to school-aged children.

All agreements covered by this Policy shall be in writing and require prior approval as set forth herein. The District shall not be bound by any oral agreements purportedly made by any employee or agent.

The Board may enter into written contracts with individuals or companies that have expertise in advertising and marketing for purposes of identifying potential advertisers/sponsors and negotiating the terms of Advertisement/Sponsorship Agreements.

Nothing in this Policy is intended to infringe upon a student's freedom of expression guaranteed by the Constitution of the United States and the right to post/distribute materials.

Policy 702 governs outright gifts, grants, and donations to the District.

DELEGATION OF RESPONSIBILITY

Superintendent

Except as otherwise set forth herein, the Superintendent or Designee shall have the authority to review and approve, consistent with the guidelines set forth herein:

a. All Advertisement/Sponsorship Agreements valued at $2,500 or less in annual consideration; and

b. All Advertisement/Sponsorship Agreements valued at more than $2,500 up to and including $5,000 in annual consideration, only after notification is given to the Board.

In the event that the Superintendent or Designee, in their sole discretion, believes that a potential Advertisement/Sponsorship Agreement involves an arrangement that could violate these guidelines or be considered controversial, they shall present the agreement to the Board for review and consideration.

The Superintendent or Designee may develop Administrative Regulations and forms to establish a procedure for and accomplish the objectives of this Policy.

Board

Board approval shall be required for:
(a) Any Agreement that would result in exclusivity.
(b) Any Agreement that contemplates affixing a permanent sign, name or logo to any District facility (e.g., building, press box, scoreboard).
(c) Any Agreement that grants Naming Rights to any District facility, area within a facility, or District property.
(d) Any Agreement that is not specifically addressed in this Policy as one that can be approved by the Superintendent or Designee.

Food Contracts

Any contracts, advertisements or promotions dealing with food on the school campus during the school day are specially regulated by state and federal law and must be reviewed by the District Solicitor prior to execution.

Guidelines

1. Demonstrations of services or materials and/or canvassing of students or employees for the purpose of selling products or services shall not be permitted on District property or at District sponsored events unless previously authorized by the Superintendent or their designee.
2. All sales contacts and/or distribution of samples of instructional materials or school supplies for the purpose of potential sale to the District must be previously approved by the Superintendent or their designee.
3. Advertising material intended for employees will be distributed in schools only if the building principal or their designee approves the same in advance of such distribution.
4. Selling activities on District property or at District sponsored events by students and student organizations will be permitted only when previously approved by the Superintendent or their designee, in a manner consistent with this and other applicable Board policies.

5. No District employee shall, either before, during or after school hours or at school sponsored events, promote any business product or service among employees, students or their parents/guardians for purposes of financial gain for either the employee or others.
6. Except as required by law, no District employee shall use, or provide to another to use, information obtained from the District, such as mailing lists of students, families or employees, for personal financial gain or any commercial purpose.
7. Teachers are prohibited from soliciting or providing paid tutoring services to students in their classes but may accept unsolicited tutoring work for students not in their classes at the request of a parent or guardian.
8. Section 808 of the Public School Code prohibits District employees from acting as an agent to sell books or supplies to the District, and this prohibition also applies to purchases from student activity funds. Accordingly, sales calls or demonstrations related to such sales are prohibited.
9. No solicitations or distribution of printed or digital materials shall be permitted on District property by persons other than authorized District employees and students or other authorized parties with prior approval from the Administration in connection with approved District related activities during the school day and/or at school events, or as provided under statutes applicable during the days school property is used for the conduct of federal, state and local elections.

Prohibited Content

In keeping with the educational mission of the District and in order to remain appropriate for school-aged children who would reasonably be expected to come into contact with the advertisement, no Advertisement, Sponsorship, Partnership, or Exclusive Rights Agreement will be permitted that includes content that does any of the following:

1. Promotes or incites hostility, disorder or violence.
2. Directly or indirectly references ethnicity, race, religion, and/or sexual orientation.
3. Contains libelous or potentially libelous material.
4. Violates the rights of others, discriminates against any group or disparages any person, group or organization.
5. Creates or is likely to create a substantial disruption in the school environment or inhibit the function of any school within the District.
6. Overrides the school's identity.
7. References, promotes, favors or opposes a candidate for elected office or a ballot measure.
8. Promotes the sale or use of drugs, alcohol, tobacco, electronic cigarettes, weapons or firearms.
9. Contains lewd, slanderous, obscene, vulgar or sexually explicit language or images.
10. Contains false, misleading or deceptive information.
11. Violates or advocates the violation of law or District policy.
12. Contains content or promotes a product or service that is detrimental to the well-being of District students, reflects negatively upon the District or is otherwise inconsistent with the mission and obligations of the District or conflicts with the District's mission or values.
13. Declares or implies an endorsement by the District of any service, product or point of view, including those deemed to be controversial or divisive by the Superintendent.

Mandatory Terms

All Agreements under this Policy are subject to the following and such terms shall be included in Agreements required by this Policy, unless otherwise advised by the District Solicitor:

1. Must clearly state the consideration received by the District and any financial terms of the agreement, including the amount and timing of payment.
2. Must clearly state the consideration received by the advertiser/sponsor.

3. Advertising on District property should not be construed as an endorsement by the District of the individual, company, product or service being advertised.
4. The District shall have the right to terminate the Agreement if it is determined by the District to have an adverse impact on the District's image, reputation, programs, services, or activities (morality clause).
5. The advertiser/sponsor must attest that they own or have the right to use the intellectual property and will indemnify the District against alleged violations of trademark or copyright protections by third parties.
6. The Agreement is not effective unless and until it is executed by the Superintendent and/or the Board as required by this Policy.
7. The advertiser/sponsor must obtain the District's prior approval before using the District's name, students, staff and/or District facilities in any promotional materials.
8. The advertiser/sponsor has no ability to affect or dictate the manner in which the District delivers its programs, uses or disposes of its facilities or otherwise directs how the District may allocate or spend funds provided to the District by the Agreement. The Board may make special exceptions to this requirement under limited circumstances.
9. Naming rights may not extend past ten (10) years, unless two thirds of the board votes for a longer duration.
10. The advertiser/sponsor may not transfer or assign the agreement without permission of the District.
11. Any advertisements used in connection with the Agreement shall comply with all laws, regulations and administrative agency rules of the federal, state and local governments, including all laws, regulations and administrative agency rules applicable to copyrights, trademarks, trade names and patents.
12. The advertiser/sponsor acknowledges that they have read and understand all the provisions of this Policy.
13. Must clearly state under what conditions the Agreement may be terminated/cancelled and the effect of termination/cancellation.
14. Where the Agreement contemplates signage:
    a. The advertiser/sponsor bears full responsibility for all maintenance, costs and expenses associated with the procurement, erection, and dismantling of the sign(s).
    b. The content, size, placement and appearance of all signs must be pre-approved by the District.
    c. Any sign that is determined by a township zoning officer to be out of compliance with local zoning ordinances shall not be permitted to be erected, and, if erected, shall be removed by the advertiser/sponsor at its own cost.
    d. The advertiser/sponsor waives in advance, and agrees to indemnify the District for any claims that may arise as a result of the erection, maintenance, or removal of signs.
    e. Signs that are not maintained to standards acceptable by the District must be repaired or removed upon notification by the District and if the signage is not removed within the time period designated by the District, the sign will be removed by the District at the expense of advertiser/sponsor.

Additional Guidelines

The Board may limit the total number of signs that may be erected at any one time so as to minimize distractions or the over-commercialization of the school environment.

All public-private sector Agreements must be consistent with all labor contracts, competitive bid requirements and all applicable federal, state and local laws, rules and regulations.

Agreements for publicly financed buildings or structures shall require prior approval by legal counsel to ensure that the proposed Agreement will not impact the tax exempt status of bonds.

No Agreement shall result in any direct pecuniary benefit to any District employee or Board member, member of their immediate family, or businesses with which they are associated, in violation of the Public Official and Employee Ethics Act (State Ethics Act).

All proceeds generated from Agreements must be deposited into a designated fund within the District's General Fund upon collection.

Students shall not be required to read or listen to commercial advertising in school buses, in the classroom or in school-provided materials in curriculum-related activities, except for in courses of study that have specific lessons and/or curriculum-related materials about commercial advertising.

Students may be exposed to advertising in class or on school property when:

- Advertisements are sold in publications such as yearbooks, school newspapers, newsletters, brochures, handbooks and event programs.
- A student opts to participate in an essay, art, science or similar contest sponsored by an outside interest. Such activities must parallel the curriculum and contribute to the educational program.
- Information is distributed about educational activities or opportunities of interest to students and others in the school community. This information may include but is not limited to flyers and brochures regarding sports camps, music lessons, tutors, daycares, performances or events. These advertisements can be posted or placed in an area accessible to students and parents provided that the school principal or designee reviews the material in advance.
- Advertisements permitted under this Policy and by Agreement are placed on certain athletic facilities.

Media Equipment and Software

- The District shall not enter into any contract to obtain any media equipment or software that will obligate the District to expose students to advertising directed at young people during school time or at home while completing school assignments. The Board reserves the right to approve exceptions on a case-by- case basis.
- The District shall not enter into any contract to obtain any media equipment or software that will obligate the school to post information about school procedures or events using media that contain advertising directed at students, excluding scoreboards approved under this Policy.
- The District will not enter into any contract for media services where the providers of the services in question will collect personal information from the students. Personal information includes, but is not limited to, the student's name, Social Security number, telephone number, email, and home address.

Site Based Record-Keeping

The Superintendent or Designee is responsible for maintaining the following records:

1. A list prepared of activities for which the Agreements were accepted and those that will be accepted for the next fiscal year. The list will be made available to the public upon request.

2. A log of all Agreements in effect during the school year. The log shall include the following information:
    - Name and address of the advertiser/sponsor.
    - Date the agreement was executed and location of the advertisement.
    - Term of the agreement.
    - Authorized signatures that appear on the contract.
    - Contract medium/service.
    - List of benefits received by the District, including dollar amounts.

- List of advertising/sponsorship activities.

3. All other records required by Board policies for contract execution and procurement of goods and services

Additional Guidelines For Naming Rights Agreements

Because Naming Rights agreements must be given stricter scrutiny, any proposal that is received by the District that includes Naming Rights provisions may be referred to the Policy Committee for initial review prior to coming before the full Board for consideration. Prior to a vote on the Agreement, the proposal must be presented to the Board for an initial review (first reading) at a public meeting with the opportunity for Board and public comment on the proposal.

The Naming Rights of any District facility shall be at the sole discretion of the Board and shall require at least a 2/3rd majority vote for approval.

In all cases, the District shall retain full control and ownership over the named facilities.

No name should conflict with similar names of other District facilities or facilities in surrounding districts.

Facilities shall not be named for persons who are currently employed by the District or active in its operations or those who currently hold any public office.

Where a facility has been named in connection with this policy and the School Board subsequently determines, in its exclusive discretion, that the naming of a facility after such individual or organization is no longer consistent with the ideals and values of the District or would negatively impact the reputation or image of the District, then the District may revoke such naming of the facility.

Partner and Sponsor Recognition

It is appropriate that sponsors and partners receive recognition for their support. By way of example, recognition can be in the form of a mention in the school newsletter, a news release, or letter to the sponsor/partner involved. In some cases, recognition in the form of a temporary display of the logo of a sponsor may be appropriate. This could include a sign or banner at an event or the placement of a suitable plaque or nameplate in the case of significant contributions. The purpose of the display should be for sponsor or partner identification only.

The Superintendent or their designee must consider the appropriateness of the type of recognition at the schools as well as the quantity, location, dimensions, and duration of displays of corporate identifiers placed in the schools. Banners or other displays should also indicate the context for the appearance of the logo (e.g., banners at school tournaments could indicate that the tournament has been sponsored by the organizations whose logo appear, as opposed to simply displaying a corporate logo with no other accompanying information.)