

Commercial, Promotional and Corporate Sponsorships and Partnerships

Generally

The 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 district may enter into commercial, promotional and corporate sponsorship and partnership arrangements under certain conditions. Positive school-business relationships should be ethical and structured in accordance with the policies, beliefs and practices of the district. Commercial, promotional and corporate sponsorships and partnerships will not violate district purchasing policies and administrative regulations.

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 advertising, publicity or other benefits.

Sponsorship

1. May take the form of cash support and/or provision of material goods or other resources, such as labor or facilities, in exchange for agreed acknowledgment;
2. May be between one or more schools and/or central office units and one or more organizations; and
3. Does not include direct commercial dealings between organizations and school/central office units, simple donations of goods and services or materials developed independently by organizations for use in schools/central office units.

A Sponsorship Agreement is a written document outlining the negotiated terms for a sponsorship.

Agreements may be:

1. With a business or organization;
2. The first step to, or the outcome of, links formed with business and other community organizations;
or
3. Part of, or an outcome of, a much wider relationship with the community.

Agreements may take the form of:

1. An exchange of letters;
2. A Sponsorship Agreement;
3. A Sponsorship Contract; or
4. A full Legal Agreement.

Authority to Enter into Agreements

On behalf of the Board, 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. On behalf of the Board, the superintendent may enter into sponsorships and partnerships which will benefit more than one school or the division as a whole. The superintendent may also 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 Board may create a Sponsorship Review Committee to approve any sponsorship or partnership which the Board determines should be considered by the committee. The Board shall establish criteria identifying proposed sponsorships and partnerships which must be approved by the committee rather than by a principal or the superintendent. If the committee's decision regarding the proposed sponsorship or partnership is not unanimous, the decision may be appealed to the Board by either the potential sponsor or partner or by a member of the committee.

Requirements

Any agreement to enter into an educational sponsorship or educational partnership will be in writing.

The written agreement shall include:

1. A statement of the educational purpose for the relationship;
2. A statement that the district 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;
3. 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 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;

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 Board or its personnel in the use of sponsored or nonsponsored materials;
7. The duration of the agreement;
8. A statement that the school or district retains the exclusive right to authorize the use of its name, logo or other similar information;
9. A statement that the school or 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 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, Board employee, or Board member 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, Board employee, 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 Board policies and administrative regulations, and with all pre-existing Board contracts;
16. A statement that no partnership or sponsorship shall exploit any student, Board employee or Board member;
17. A statement that no sponsor or partner shall be permitted to collect personal information, including names, addresses or telephone numbers of students or 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, Board employee, or Board member in any activity established pursuant to the agreement will be purely voluntary. If a student or 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 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;

20. A statement that all partnerships and sponsorships will be consistent with all federal and state laws, local ordinances, and Board policies and administrative regulations, and with all pre-existing Board contracts. If the terms of the partnership or sponsorship agreement establishes 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 district 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.

All money received under a sponsorship agreement will remain under the control of the Board.

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 Board policy;
4. Promotion of the use of drugs, alcohol, tobacco or firearms;
5. Promotion of sexual, obscene or pornographic activities; or
6. Promotion of any image that is not in keeping with the established goals and purposes of the district.

Any company or organization whose name is associated with the manufacture, distribution or sale of tobacco products, alcoholic beverages, pornography or armaments are not regarded as an appropriate sponsor. This would not necessarily preclude involvement with local clubs, supermarkets and other businesses, provided that their name is not linked to inappropriate products.

When considering an organization as a potential sponsor the Board should evaluate the appropriateness of:

1. The type of products or services the organization markets;
2. The marketing methods used;
3. Its public image as an employer and the impact its products and processing have on the environment.

Acknowledgment

While forms of acknowledgment may vary the following methods are acceptable:

1. Placement of a plaque or notice in a school or office foyer acknowledging the support of a company which provided the resource;

2. Attendance by the sponsor at school or departmental functions such as concerts, dinners or presentation nights and an opportunity for the sponsor to make an address or present awards at such functions;
3. Public display of signs acknowledging the sponsorship at relevant school or department functions;
4. Acknowledgment of the sponsorship in one or more of the school's or department's bulletins or newsletters, perhaps as an advertisement;
5. Inclusion of a byline, foreword or advertisement from the sponsor in a school's prospectus, magazine or other publication; and/or
6. Sponsor's logo or name on sporting outfits.

The school's badge or the department's logo, must be prominently displayed in conjunction with any sponsor's name, logo, trademark or symbol used at an activity, on any printed matter or on clothing. The school's badge or department's logo shall be at least the same size as the sponsor's logo.

Endorsement

Although sponsorship agreements may provide exposure of the sponsor's corporate logo or name, the written agreement must not endorse or recommend any product or service. Furthermore, neither staff or students may be involved in marketing commercial products of sponsors.

Departmental staff should not actively recommend or endorse a product or service and no statement in the sponsor's advertising should imply that a product or service is recommended or endorsed by the department.

All cash or other donations provided by sponsors shall be tracked by the school or district using appropriate accounting procedures.

The administration of sponsorships, including the issue of exclusivity shall be determined by the Board and sponsor.

Sponsorship shall not permit financial gain to district employees, students, parents or trustees.

END OF POLICY

Legal Reference(s):

[ORS 332.075](#)

[ORS 332.107](#)