



Book	Policy Manual
Section	900 Community
Title	Commercial Partnerships and Sponsorships
Code	913.1
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Purpose

The Board of School Directors recognizes that public school districts may find it to be in their best interest to enter into relationships with business and nonprofit organizations, agencies, or individuals as a source of revenue enhancement to support the needs of the District. The purpose of this policy is to provide procedures and guidelines for permitting partnerships and sponsorships in a manner that is supportive of the School District's overall mission of enhancing curricular and extracurricular activities, while protecting the interests of the District, its students and personnel, and the community at large.

Definitions

Advertising - any payment of money or other electronic benefit to a school or to the School District that requires visual, audio, or physical placement of a name, slogan, or product message on School District property, publication, and/or electronic media. The term advertisement does not include traditional fundraising activities such as jump-a-thons, magazine sales, or food sales; nor does it apply to gifts or donations which no quid pro quo is attached.

Partnership - an agreement between the School District and a private entity that adheres to the guidelines of this policy, wherein the basis and terms of the relationship are set forth in a written agreement.

Sponsorship - a partnership, as defined above, wherein the basis and terms of the relationship set forth the payment of money or other economic benefit to the School District in exchange for recognition.

Exclusivity - an exclusive arrangement to sell, vend, or advertise a product or service in schools is one where a school of a school district enters into a contract to make one (1) product available to students and such contract specifically forbids the sale of a competitor's product in the same school or school district.

Authority

It is the policy of the District that all commercial partnership/sponsorship arrangements between a partner/sponsor and the Board of School Directors shall require prior approval, as set forth herein. All parties involved in partnerships and sponsorships must agree to abide by the policies and regulations of the School District at all times. To meet the goal of this policy, the General Services Standing Committee of the Board shall review all current and proposed sponsorship and partnership contracts to ensure compliance with this policy and make recommendations to the full Board of School Directors. All commercial sponsorship and partnership arrangements must be set forth in writing and approved by the Board at a public meeting.

Delegation of Responsibility

The General Services Standing Committee of the Board shall review all such proposed contracts before referring them to the Board for review, discussion, and approval/disapproval. Contracts for all advertisers, sponsors and/or exclusive rights entities will stipulate the length of agreement, service(s), and/or resources to be provided, as well as any financial obligation, and the intended use for funds/services/resources within the District.

Guidelines

In curriculum-related activities, students shall not be required to read, listen, or be subjected to commercial advertising in the classroom or in school-provided materials, except in those instances where commercial advertising materials are germane to the curriculum.

All proceeds from commercial partnerships and sponsorships must be deposited into a designated fund within the Derry Township School District's General Fund upon collection.

To ensure compliance with Section 9528 of the No Child Left Behind Act, which requires the School District to provide Armed Forces military recruiters the same access to secondary school students as is provided generally to postsecondary educational institutions or to prospective employers of those students, sponsorships associated with Armed Forces military recruitment of secondary students shall be permitted under this policy.[\[1\]](#)[\[2\]](#)

Partnership and sponsorship opportunities for the Derry Township School District will neither declare nor imply an endorsement by the District of any service, product or point of view.

Partnership and sponsorship opportunities for the Derry Township School District will be in keeping with the standards of the community and will model and promote positive values for our students. Therefore, no partnership or sponsorship will be allowed which otherwise may be prohibited by law, including, but not limited to, materials which fall within the following categories:

1. Promotes hostility, disorder, or violence.
2. Antagonistic toward groups based on race, color, age, creed, religion, non-religion, gender, sexual orientation, gender identity or expression, ancestry, national origin, ethnicity, marital status, pregnancy, handicap, disability, genetic information or any other trait protected by applicable law or ordinance.
3. Is libelous.
4. Violates the constitutional rights of others.
5. Inhibits the functioning of the school.

6. Overrides the school's identity.[\[3\]](#)
7. Promotes any political candidate or organization.
8. Promotes any religious organization.
9. Promotes the use of drugs, alcohol, tobacco, or weapons.

10. Contains libelous, lewd, obscene, or vulgar references.

All partnership and sponsorship agreements shall be subject to the following terms and conditions:

1. Partnerships and sponsorships shall be of commercial advertising only.
2. No partnership or sponsorship arrangement shall result in any direct pecuniary benefit to any District employees or Board members, members of their immediate family, or businesses with which they are associated, in violation of the Public Official and Employee Ethics Act (State Ethics Act).
3. The District shall hold sponsored and donated materials to the same standards utilized for the selection and purchase of all materials, such as curriculum materials, supplies, equipment, etc.
4. Sponsorship contracts shall include a statement that recognition on school property should not be construed as an endorsement by the School District of the product or service being recognized. Sponsorship relationships shall not limit, in any way, the District, its schools, its administrators, its faculty and staff, in exercising discretion and judgment in any curricular or extracurricular activity.
5. Sponsorship contracts and/or lease agreements shall include a provision allowing the Board, in its sole discretion, to immediately terminate the contract and/or lease if it is determined by the Board that continuation of the contract and/or lease will have an adverse impact upon the District's image, reputation, programs, services, or activities. The sponsor shall waive the right to seek damages against the District and/or the Board in the event of such a termination.
6. All public-private sector sponsorship arrangements must be consistent with all labor contracts, competitive bid requirements and all applicable federal, state and local laws, rules, and regulations.
7. A sponsorship written agreement shall not have a term greater than five (5) years or provide for automatic renewals or extensions, nor shall it allow for payments to the District during periods beyond the term of the contract or in excess of the prorated benefit in the event of early termination.
8. Any sponsorship agreement which involves advertising of any kind will be required to adhere to the following additional conditions:
 - a. The sponsorship organization that erects sign(s) bears full responsibility for all costs and expenses associated with the procurement, erection, maintenance, and dismantling of the sign.
 - b. All borough or township zoning approvals/permits must be obtained by the

sponsorship organization prior to installation. Any advertisement 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 responsible sponsorship organization at its cost.

- c. All contracts and/or lease agreements between the District and sponsors which permit the erection of a sign shall include a provision by which the sponsor agrees to waive in advance any claims, damages, demands or causes of action of any kind against the District and/Board related to the erection, maintenance, or removal of the sign. Further, the sponsor shall agree to indemnify and hold the District harmless of and from any and all liability, which may result from the erection, maintenance, or removal of the sign.
- d. 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.
- e. The Board of School Directors shall review the content of the advertisement, including any images or words. No sign shall be erected unless and until the General Services Standing Committee has approved it.

Exclusive Vendor or Sponsorship Agreements

No students may be used as agents for any District-wide vendors in an exclusive arrangement to sell products or services to the community at large.

The School District reserves the right to hold sponsored materials to the same standards used for the selection and purchase of curriculum materials. Students shall not be required to read, to listen, or be subjected to commercial advertising in the classroom or in school-provided materials in curriculum-related activities, except in those instances where commercial advertising materials may be used in curricular setting for instructional purposes only.

Marketing Surveys and Protection of Privacy

Students, administration, faculty, or staff surveys for the purpose of providing marketing information to a sponsor, business or vendor will not be permitted.

A list of names and/or addresses and telephone numbers of students, administration, faculty, and staff will not be released by the District for any reason other than required by law. Similarly, participation in any venture that provides any vendor with the information necessary to generate such a list is prohibited.[4]

Site-Based Recordkeeping

The administration is responsible for maintaining the following records:

1. A list, prepared annually, of activities, venues, and sites on District property for which sponsorships will be accepted for the next fiscal year. The General Services Standing Committee of the Board shall review this list prior to submission for approval by the Board. The list will be made available to the public upon request.
2. A log of all sponsorship contracts in effect during the school year. The log shall, include, at minimum, the following information for each sponsorship:
 - a. Name and address of the sponsor.

- b. Date sponsorship contract executed and location of contract.
- c. Authorized signatures which appear on contract.
- d. Contract item.
- e. List of benefits received by school including dollar amounts.
- f. List of sponsorships activities.
- g. Annual monetary benefit to sponsor if sponsorship involves product sales.
- h. Term of contract.

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

Severability

The provisions of this policy are severable, and if any of its provisions shall be held invalid or unconstitutional to any extent, such decision shall not effect or impair any of the remaining provisions of the policy. It is hereby declared to be the intention of the Board that this policy would have been adopted if such invalid or unconstitutional provision had not been included herein.

Legal

[1. 20 U.S.C. 7908](#)

2. Pol. 250

[3. 65 Pa. C.S.A. 1101 et seq](#)

4. Pol. 216

[24 P.S. 510](#)

[20 U.S.C. 1232g](#)

[20 U.S.C. 1232h](#)