

1 **COMMERCIAL, PROMOTIONAL, AND CORPORATE**
2 **SPONSORSHIPS AND COMMUNITY PARTNERSHIPS**

3
4 **Generally**

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6 The Alexandria City School Board recognizes that corporate and other private sponsorship of
7 programs and activities related to education can provide valuable enhancement of the educational
8 program offered by the Division. For that reason, the Alexandria City School Board may enter into
9 commercial, promotional, and corporate sponsorship and community partnership arrangements
10 under the following conditions:

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

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38 Subject to the conditions and procedures set forth in this policy, on behalf of the School Board, the
39 Superintendent may enter into sponsorships and partnerships, which will benefit one school, more
40 than one school, or the Division as a whole.
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42 The Office of Schools, Business and Community Partnerships shall establish procedures that
43 outline rules for solicitation, execution and monitoring of the agreement, the size, appearance, and
44 manner of placement of a name or logo, handling of funds, and compliance with all applicable
45 School Board policies, including this policy and Policy KJ. Recognition of sponsorships and
46 partnerships through use of a sponsor's/partner's name or logo may be made on the ACPS website,

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

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

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52 **Requirements**

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

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

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65 The written agreement shall also include:

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67 1. A statement of the educational purpose for the relationship.
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69 2. A statement that the School Board has the right to terminate the agreement without penalty
70 if it determines that the agreement is having an adverse impact on the educational
71 experience of students, including without limitation if developments occur such that the
72 sponsorship or partnership involves one or more of the prohibitions below.
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74 3. A statement that if an agreement is terminated because of an adverse impact on the
75 educational experience of students, or any violation of the conditions provided below, no
76 other agreement for an educational partnership or sponsorship will be entered into between
77 the School Board and the partner or sponsor whose agreement has been terminated for a
78 specified period of time.
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80 4. A statement detailing the specific benefits to the school or school division from the
81 agreement.
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83 5. A statement clearly defining the roles, expectations, rights, and responsibilities of all parties
84 to the agreement. This statement shall include a statement of whether the agreement permits
85 the sponsor or partner to advertise in connection with the agreement and if so, the extent of
86 such advertising. Any advertising must be consistent with Policy KJ.
- 87
88 6. A statement clearly defining whether the agreement creates any exclusive rights for the
89 sponsor or partner and, if such rights are created, clearly defining those rights. If no
90 exclusive rights are created, the agreement shall include a statement that the existence of the
91 sponsorship or partnership will not limit the discretion of the School Board or its personnel
92 in the use of sponsored or non-sponsored materials.

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94 7. The duration of the agreement.
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96 8. A statement that the school or School Board retains the exclusive right to authorize the use
97 of its name, logo, or other similar information.
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99 9. A statement that the school or School Board must approve its identification as a partner or
100 co-sponsor in all publicity materials.
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102 10. A statement of the monetary value to be received by the school or school division pursuant
103 to the agreement.
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105 11. A statement defining how the benefits arising from agreement will be distributed.
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107 12. A statement of the basis on which students will be permitted to participate in the program or
108 otherwise benefit from the agreement.
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110 13. A statement that the sponsor or partner assumes the responsibility for obtaining the consent
111 of any student or School Board employee whose likeness may appear in any materials
112 disseminated by the partner or sponsor.
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114 14. A statement disclosing any relationship between the sponsor or partner, or any of its
115 employees or major stockholders, and any student, School Board employee, School Board
116 member, or the Superintendent.
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118 15. A statement that all partnerships and sponsorships will be consistent with all federal and
119 state laws, local ordinances and School Board policies and regulations and with all
120 preexisting School Board contracts.
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122 16. A statement that no partnership or sponsorship shall exploit any student or School Board
123 employee.
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125 17. A statement that no sponsor or partner shall be permitted to collect personal information,
126 including names, addresses or telephone numbers of students or School Board employees
127 because of the partnership or sponsorship.
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129 18. A statement that any curriculum materials provided pursuant to the agreement will be held
130 to the same standards as other curriculum materials.
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132 19. A statement that any participation by any student or School Board employee in any activity
133 established pursuant to the agreement will be purely voluntary.
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135 20. A statement that the partner or sponsor will provide a statement consistent with Va. Code
136 §22.1-296.1 for all persons who will have direct contact with students on school property
137 during regular school hours or during school-sponsored activities.
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139 **Prohibitions**

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141 No agreement shall be entered into if the sponsorship or partnership involves or gives the
142 appearance of involving any activity which could result in the following:

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144 1. Promotion of hostility or violence;
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146 2. An attack on ethnic, racial, or religious groups;
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148 3. Discrimination prohibited by any law or School Board policy;
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150 4. Promotion of the use of drugs, alcohol, tobacco or firearms;
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152 5. Promotion of sexual, obscene, or pornographic activities; or
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154 6. Promotion of any image that is not in keeping with the established goals and purposes of the
155 School Board.

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157 **Public Notice**

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

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163 Adopted: April 16, 2009
164 Amended: June 23, 2016

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

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