

SCHOOL COMMUNITY RELATIONS

SERIES 800

Policy Title... SPONSORSHIP ACTIVITIES

Code No. 891

Introduction

The Burlington Area School District is appreciative and proud of the civic-minded and socially responsible organizations which volunteer their resources to support and further public education. We have created these guidelines to ensure that there is clear communication about the integrity and independence of our programs and to ensure that all existing and potential partners understand the parameters of the recognition provided for their support of Burlington Area School District and our students.

I. Intent

The intent of this policy is to permit the recognition of Burlington Area School District sponsors through signage, branding or other media. It is not the intent to allow for the sale of products or services, or the promotion or endorsement of products, services or companies.

II. Defining Sponsorship

Sponsorship is the negotiated provision of funds, goods or services to schools and district office in exchange for recognition, publicity or other benefits. Sponsorship may take the form of financial support and/or provision of material goods or other resources, such as labor or facilities, in exchange for agreed acknowledgment (i.e., sponsor recognition), and may be between one or more schools and/or district office and one or more organizations.

III. Distinguishing Sponsorship from Advertising

Sponsorship is when an organization, which may be a business, a community based organization, a higher education institution, individual or even a trade group, responds to a request for support of a program, project or event. This support could come in the form of funds, or resources including materials and labor. This is with the understanding that the sponsor will be recognized for its support.

Advertising on the other hand, is when an organization approaches a school and offers to pay to post a sign or banner, or offers to share profits from the sale of a product in exchange for advertising on campus. When approached with this type of offer, it is appropriate to inform the organization of Burlington Area School District's advertising policy.

IV. Distinguished Sponsorship from Donations

Donation is giving with no recognition expected in return.

V. Sponsorship Agreements

Superintendent or designee shall have the authority to negotiate and enter into sponsorship agreements (See "Sponsorship Agreement") for up to \$10,000 and for one year terms. Agreements that exceed that dollar amount and/or term come at the recommendation of the superintendent and require the approval of the School Board.

Sponsorship agreements should only be negotiated with organizations whose public image, products and services are consistent with the values, educational purpose, goals and specific policies of individual schools and the District.

The educational rationale for the activity to be sponsored should be foremost in the discussions and specified in the sponsorship agreement. Any sponsorship agreement must not compromise the professional standard and ethics of staff, limit or direct academic debate in the classroom or influence the curriculum or other school programs.

It is important to enter any sponsor relationship with a clear understanding of:

1. The value to an organization of being associated with Burlington Area School District and providing access to our students and parents.
2. Your fundraising goal.
3. The time and resources you are willing (or not willing) and able to commit to the relationship and sponsor activities.
4. Clear appropriate sponsor opportunities such as events and afterschool programs.
5. Your list of appropriate sponsor recognition activities.

Additionally the District Office shall be required to:

1. Maintain accurate copies of all sponsorship agreements;
2. Monitor adherence to the principles in this policy;
3. Ensure that sponsorship income and expenditure are handled appropriately; and
4. Be responsible for maintaining a relationship with the sponsor and providing oversight to the sponsor's activities.

VI. Sponsor Recognition and Signage Guidelines

The extent of sponsor acknowledgment should reflect the level of sponsorship. Sponsor acknowledgment should also be in a form consistent with the standards and values of individual schools and the Burlington Area School District. The public nature of the school district should not be infringed or impaired by sponsorship activities.

Examples of Appropriate Sponsor Recognition

1. Placement of a plaque or notice in a school or office 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 departmental functions;
4. Acknowledgment of the sponsorship in one or more of the school's or department's bulletins or newsletters; and/or
5. Sponsor's logo or name on athletic equipment (shall be coordinated with the Interscholastic Athletics Office).

Permanent and Temporary Signage

1. Signage shall be used for partner recognition and not for the sale or promotion of a product or service or be interpreted as an endorsement by Burlington Area School District.
2. Signage size and placement shall be determined by Burlington Area School District not the partner.
3. Temporary signage for partner recognition may contain corporate names and corporate logos, but shall be removed after a sponsorship agreement ends.
4. All permanent signage shall be approved by the School Board.

SPONSORSHIP GUIDELINES

Sponsorship shall be regulated by Administrative Rules to ensure compliance with the criteria listed below and ultimately to ensure that it shall not negatively impact learning environments within the District.

1. No sponsorship shall be construed as an endorsement of the goods or services ideologies or philosophies by the School Board or the Burlington Area School District.
2. The Superintendent/Business Manager shall provide an annual review to the School Board that assesses the budgetary and educational impact of sponsorship within the District.
3. The organization and distribution of materials shall be funded by the sponsor not the District operational funds.
4. All sponsorship agreements shall be in writing and specify relevant terms, including the requirement that the goods, services or money be given to the school or District prior to placement of the appropriate acknowledgement.
5. A sponsor may be permitted to advertise or engage in promotional activity on school district property as the parties may agree upon in the Sponsorship Agreement.
6. If at any time the School Board deems that the sponsorship is no longer advantageous or appropriate for the District, the School Board may return or dispose of any unused portion of the sponsorship in a manner that will best serve the interests of the District.
7. The District shall not discriminate in the acceptance and administration of gifts, bequests, scholarships and other aids, benefits or services to students from private agencies, organizations or individuals on the basis of sex, color, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, physical, mental, emotional or learning disability.

8. Discrimination complaints shall be processed in accordance with established procedures.
9. This policy applies to PTA/PTO and Booster Club activities on school grounds.
10. Shall not promote tobacco, alcohol, drugs, drug paraphernalia, or weapons. However this does not prohibit sponsorships from enterprises (e.g., grocery stores, restaurants, or bowling alleys), which sell alcohol or tobacco products as an ancillary part of a business.
11. Shall not contain material that exploits or demeans a person, including a person's protected status.
12. Shall not be in conflict with, or supersede, any provision of board policy, philosophy, or public law.
13. Shall not provide any contingencies; bring special privileges or considerations to any individual.
14. Shall not raise funds in the name of the School District or use the name of any individual school in the District if the School Board objects to such fund-raising.
15. Must be consistent with the District's Wellness Policy.
16. Shall not promote organizations that are in competition with the school district.
17. Shall not negatively affect the fiscal condition of the District and/or places any financial or other limitations on the District. Shall not obligate the district to an expenditure of funds. Shall not bring undesirable or hidden costs to the District.
18. Shall not adversely affect the District's reputation or image, as determined by Superintendent/School Board.
19. Shall not create an endorsement of a political cause, activity, candidate or political position or office.
20. Shall not begin a program that the District would be unwilling to take over when the gift or grant funds are exhausted.
21. Shall not place restrictions on any school program or curriculum.
22. Shall not be disruptive or jeopardize the safety of students, staff, and/or the public by their content or physical properties.
23. Shall not provide for solicitation of funds from students attending the District schools.
24. Shall not use any student or staff information (e.g., names, addresses, telephone numbers or email addresses) Such information shall not be made available to sponsors for purposes of distribution or disseminating of advertising.

25. Shall comply with all laws, regulations applicable to copyrights, trademarks, trade names, and patents. Shall not infringe upon another person's rights through plagiarism, unfair limitations of another person's program idea or copy, or any other unfair competition. Shall not be permitted to use the school district's intellectual property (e.g., team names, slogans, logos, or designs constituting trademark or service marks whether or not registered) unless such use is identified in an approved Sponsorship Agreement or approved in writing by the school district.
26. Shall not contain testimonials that cannot be authenticated.
27. Shall not disparage a competitor or a competitor's products or services.
28. Shall not support any non-commercial message or position without School Board or designee approval.
29. Shall not promote of any religion, but allow religious organizations to promote their events.

Date of Adoption:
February 9, 2015



BURLINGTON AREA SCHOOL DISTRICT

Date

Name

Address

City, State, Zip

Dear

On behalf of the [school name] community, I want to thank you for your support. Your [contribution/time you gave/ resources you provided] for [insert activity/program] was a tremendous help and will go a long way to helping our students and creating the learning environment and community support need.

We want you to remain our partner and look forward to working with you again. Please know that your investment and time is important to us.

The Burlington Area School School District, as a political sub-division of the State of Wisconsin, is a tax-exempt organization under the US Government code 170(c)(1). Donations to such an organization are not taxable. For your information, the following are the District's Federal and State ID numbers:

State: ES 44333
Federal: 39-1080193

Thank you again for your generosity.

Sincerely,

[Principal's Name]

Ethics Proclaimer: Please note that being a Burlington Area School District sponsor is a strictly voluntary opportunity that enables community partners to support Burlington Area School District schools and programs. Being a sponsor should not be construed to have any bearing whatsoever on any current or future business with the Burlington Area School District.

Sponsorship Agreement

School/District Office:

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Name and Address of Sponsor:

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Details of Sponsorship: (Insert details of goods/services/money provided by sponsor together with educational rationale.)

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Period of Sponsorship: From To

School/District Office obligations: (Insert details of any obligations, acknowledgments, undertakings, and activities which the school/district office must provide for sponsor)

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CONDITIONS OF SPONSORSHIP:

1. Burlington Area School District may at any time cancel this sponsorship agreement with immediate effect:
 - (a) should it become aware of any change in policy which may affect dealings with the sponsor,
 - (b) should it decide that the sponsor is not an appropriate sponsor of a government educational institution.
2. The sponsor shall not hold itself out to the public as having authority to act on behalf of Burlington Area School District by virtue of this Sponsorship Agreement.
3. The sponsor acknowledges that by accepting this sponsorship the Burlington Area School District is not endorsing the sponsor's products, services or business activities and will not communicate that Burlington Area School District is endorsing the sponsor in any way.
4. The sponsor agrees to indemnify and hold harmless Burlington Area School District Board of Education from and against any and all actions, awards, claims, costs, damages, demands, expenses, injuries, judgments, liabilities, and/or losses whatsoever (including reasonable attorneys' fees), including without limitation those based upon liability without fault, resulting from or arising out of this Agreement.

SPECIAL CONDITIONS: (Insert details of special conditions if any.)

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DECLARATION

Signature:

On behalf of the above named Sponsor I agree to provide the sponsorship described above and agree to comply with the Conditions of Sponsorship and Special Conditions listed above.

Date:

Name: (please print)

Position in Sponsor's Organization: