

*Commercial Advertising*

The Business Manager shall advise the Board of any new commercial advertising/sponsorship agreements within thirty (30) days.

*Required Conditions to be Contained in Sponsorship Agreements*

1. Advertising will not be displayed inside classrooms, in areas where students in class may view the advertisements, or in any other area that may be disruptive to student learning. For purposes of this regulation, the term classroom is not intended to include any school building's auditorium, cafeteria, gymnasium, library, performing arts center or athletic fields/facilities.
2. No Sponsorship Agreements shall require or contemplate that students would be required to listen to, read or be subjected to commercial advertising in the classroom or as part of their curricular instruction.
3. Advertisements shall not be disruptive or jeopardize the safety of students, staff and/or the public by their content or physical properties.
4. No student or staff information (e.g., names, addresses, telephone numbers or e-mail addresses), regardless of whether permitted under federal or state law, shall be made available to sponsors as part of any Sponsorship Agreement for purposes of distribution or dissemination of advertising.
5. All proposed advertisements are subject to any applicable license, consent, condition or similar approval which may be required by any governmental authority as well as all applicable statutes, regulations, ordinances and case law as may be currently or hereafter in effect.
6. No sponsor shall be permitted to use the District's intellectual property (e.g., team names, slogans, logos, or designs constituting trademark or services marks whether or not registered) unless such use is identified in an approved Sponsorship Agreement or approved in writing by the District.
7. Advertising signs should not be construed as an endorsement by the District of the product or service being advertised.
8. The District shall provide no personally identifiable data about a student to the sponsor of a commercial activity. Students shall not be required to complete any survey or questionnaire that is designed to provide marketing information to a vendor or business about their interests and preferences for a particular vendor, business, or product.
9. The sponsor shall represent that its activities and trademarks do not violate the trademark, patent, copyright, trade secret, or any other intellectual property rights of any person or entity, and sponsor will defend the District and hold it harmless in any litigation for misappropriation of trade secrets, unfair competition and trademark, patent, copyright

10. infringement, or any other intellectual property claim which may arise out of sponsor's advertisement.

### *Exclusive Sponsorship Agreements*

Exclusive Sponsorship Agreements are Sponsorship Agreements that limit the District's ability to sell advertisements to businesses that compete with the sponsor which is a party to the Sponsorship Agreement.

The following conditions apply to whether the District will agree to a Exclusive Sponsorship Agreements:

1. There is no other current or expected advertising presence of a competing sponsor.
2. In order to have exclusivity rights, the sponsor must purchase an advertising sign at each venue; and at the "prime" venues (Conestoga High and both Middle Schools), the sponsor must purchase the highest priced available advertisement in each location.
3. It is the expectation that Exclusivity Rights will be sold on a three year agreement basis, but if requested, the term may be negotiated for a shorter duration.
4. Sponsors who want to renew their Exclusivity Rights agreements will need to provide the District or its agent with its intent to renew 90 days prior to end of their existing agreement.
5. Restaurants will not be considered for Exclusive Sponsorship Agreements.

### *Prohibited Commercial Activities*

Advertising may:

1. not advocate or campaign for a particular candidate or political party;
2. not promote or encourage hostility toward any ethnic, religious or racial group;
3. not promote or denigrate a particular religion or religious practice in a manner that suggests that the District is endorsing a particular set of religious beliefs;
4. not be derogatory towards or incite discrimination against any group or person based upon race, color, age, creed, religion, gender, ancestry, national origin, sexual orientation or handicap/disability of the group or person;
5. not promote or encourage hostility, disorder, violence, or disregard for violation of legal obligations;

6. not be libelous, or interfere with or advocate interference with the rights of any individual or the operations of the District;
7. not promote the use of tobacco products, smoking accessories, alcoholic beverages, illegal substances or related paraphernalia; provided however, that establishments that serve alcohol may sponsor advertisements if they legally permit children under the age of 21 in their establishment;
8. not promote the use of firearms or other forms of weaponry;
9. not promote obscenity or pornography in the context of being inconsistent with prevailing standards such as adult publications or videos;
10. not use sexual content, sexual overtones, or any material that is otherwise not suitable for children;
11. not advocate either for or against promotion of birth control products or programs, abortion, or any other related services; or
12. not actively promote, as a significant part of its business or other primary functions, other activities which are not in the best interest of the students, staff or schools, in the opinion of the District in concert with established Board policy and in consultation with the Superintendent and Solicitor or other legal counsel.