

**AN ORDINANCE AMENDING CHAPTER 10, ARTICLE 15, Section 10-15.1 ENTITLED "MINIMAL INTRUSIONS; COMMUNICATIONS MUST BE CAREFULLY REVIEWED; NO APPROVAL FOR CERTAIN MATERIALS; SUPERINTENDENT TO ESTABLISH REGULATIONS; POLITICAL COMMUNICATIONS; NOT TO PROHIBIT ISSUE-ORIENTED MATERIALS FOR CLASSROOM DISCUSSIONS" OF THE POLICIES OF THE SUFFOLK CITY SCHOOL BOARD - FIRST READING**

**BE IT ORDAINED**, by the School Board of the City of Suffolk, Virginia that Chapter 10, Article 15, Section 10-15.1 entitled "Minimal intrusions; communications must be carefully reviewed; no approval for certain materials; superintendent to establish regulations; political communications; not to prohibit issue-oriented materials for classroom discussions" of the Policies of the Suffolk City School Board, be, and the same is hereby amended as follows:

**Section 10-15.1. Statement of policy; Definitions; sponsorships and partnerships permitted; sponsorship review committee; prohibitions; banners allowed. —**

~~A. The School Board recognizes the value and benefit to our community by allowing public service providers and businesses the opportunity of advertising their goods and services on school property during fall, winter and spring sports seasons. that corporate and other private sponsorship of programs and activities related to education can provide valuable enhancement of the educational program offered by the School Board. For that reason, the School Board may enter into commercial, promotional and corporate sponsorship and partnership arrangements under certain conditions. Schools may also use instructional materials developed by commercial groups provided the advertising is limited and in good taste and the commercial organization interested in advertising in Suffolk Public Schools satisfies the requirements set forth in the regulations adopted by Suffolk Public Schools.~~

~~B. Individual schools cannot endorse or imply endorsement of any product. All requests for endorsement should be directed to the superintendent. The following definitions apply to this policy:~~

~~"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.~~

~~"Educational sponsorship" is an arrangement pursuant to which the sponsor provides money, price reductions, equipment, materials, services or other benefits in exchange for recognition of its products or entity for a specified period of time.~~

~~C. In order to solicit advertisements from merchants and business establishments for school publications, school organizations must secure approval from the principal. If there is a need for policy clarification the principal will consult with the superintendent.~~

On behalf of the School Board the following may enter into sponsorships and partnerships;

- (1) 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.
- (2) 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.

D. The School Board may create a Sponsorship Review Committee to approve any sponsorship or partnership which the Board determines should be considered by the Committee. The School 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 School Board by either the potential sponsor or partner or by a member of the Sponsorship Review Committee.

~~D. E. The School Board recognizes that athletic sponsors and other business partners provide a vital role in sponsorship of key programs within Suffolk Public Schools. As such, schools have increased needs to visibly recognize these partners in the community. It is not the intent of the School Board to create an open public forum for expressive activity by permitting businesses to advertise on school property, nor is it the intent of the School Board to create a venue or open public forum for the expression of political or religious viewpoints. Any agreement to enter into an educational sponsorship or educational partnership must be in writing and include the following terms and conditions:~~

- (1) A statement of the educational purpose for the relationship.
- (2) A statement that the School Board 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 School 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 School Board or its personnel in the use of sponsored or non-sponsored materials.
- (7) The duration of the agreement.
- (8) A statement that the school or School Board retains the exclusive right to authorize the use of its name, logo, or other similar information.
- (9) A statement that the school or School 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 school 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 or School Board employee 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, School Board employee, School Board member, or the superintendent.
- (15) A statement that all partnerships and sponsorships will be consistent with all federal and state laws, local ordinances, school division policies and regulations, and all preexisting School Board contracts. If the terms of the partnership or sponsorship agreement establish 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 sponsor or partner must certify

that all such persons have not been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 and any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense, or any crime of moral turpitude.

- (16) A statement that if the terms of the partnership or sponsorship agreement establish 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 individuals acting on behalf of the partner or sponsor may have been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, the individual's civil rights have been restored by the Governor.
- (17) A statement that no partnership or sponsorship shall exploit any student or School Board employee.
- (18) A statement that no sponsor or partner shall be permitted to collect personal information, including names, addresses or telephone numbers of students or School Board employees because of the partnership or sponsorship.
- (19) A statement that any curriculum materials provided pursuant to the agreement will be held to the same standards as other curriculum materials.
- (20) A statement that any participation by any student or School Board employee in any activity established pursuant to the agreement will be purely voluntary. If a student or School 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 School 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.

E. ~~Commercial establishments when the source of revenue is the sale of intoxicants, drugs, weapons or tobacco products will not be permitted to advertise in school publications or on banners placed on school property, which could be perceived as bearing the imprimatur or endorsement of the School Board and/or Suffolk Public Schools. 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 School Board policy;
- (4) promotion of the use of drugs, alcohol, tobacco products, nicotine vapor products, 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 School Board.

F. ~~Neither the facilities nor the staff nor the students of any school maybe employed in any manner for advertising or otherwise promoting the interest of any commercial or other non school organization.~~

G. Suffolk Public Schools may allow advertising banners on school property consistent with regulations adopted by Suffolk Public Schools. (Adopted: January 12, 1995, Revised: August 16, 2018, Ordinance Number: 18/19-19, Effective Date: August 16, 2018).

**Legal Authority - Virginia Code §22.1-89.4 (1950), as amended.**

**FIRST READING:** \_\_\_\_\_

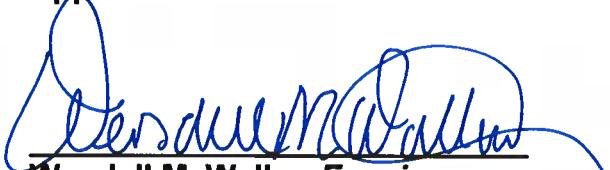
**SECOND READING:** \_\_\_\_\_

**EFFECTIVE DATE:** \_\_\_\_\_

**TESTE:** \_\_\_\_\_

**CLERK**

**Approved as to form and content:**

  
**Wendell M. Waller, Esquire**  
**School Board Attorney**