SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT, is entered into on the ____ day of _____, 202__, by and between, the Grand Forks Public School District No.1 (hereinafter "Owner"), a political subdivision of North Dakota, with a mailing address of 2400 47th Avenue South, Grand Forks, ND 58201, and _____ (hereinafter "Sponsor"), a North Dakota corporation/limited liability company/partnership, whose principal place of business is _____.

For good and valuable consideration, the Owner and Sponsor hereby agree as follows:

1. **Signage**. Owner is a school district educating students in the City of Grand Forks and has opportunities for Sponsor to promote and advertise Sponsor on Owner's signage located at Central/Red River High School at 115 N 4th Street/2211 17th Avenue South, Grand Forks, North Dakota. Owner shall provide a space with dimensions of 1.4' high x 4' wide (front and back) on a sign located outside of Central/Red River High School for Sponsor's logo which depicted on the attached **Exhibit A** on a placard with the dimensions of 1.4' high x 4' wide. Owner shall be solely responsible for the construction, operation, maintenance, and improvements to Owner's sign.

2. **Sponsorship.** Owner grants to Sponsor a nonexclusive sponsorship on the signage as defined in paragraph 1 herein. Sponsor acknowledges and understands there will be other sponsors whose advertisements and logo will appear on the same signage granted to Sponsor as depicted on Exhibit A. Sponsor agrees to be bound by all the terms and conditions of Owner's Advertising Policy which is attached hereto as **Exhibit B**. Sponsor represents and warrants that Sponsor has read and understands and agrees to the provisions, terms, and conditions of Owner's Advertising Policy.

3. **Fees.** Sponsor agrees to pay to Owner the sum of $_____ for the sponsorship rights granted herein. The fees are based on the following rates: 1) $1,500.00 for annual sponsorship; and 2) $2,000.00 for two-year sponsorship. Sponsor shall pay Owner prior to Sponsor's logo and advertisement being placed on the signage.

4. **Term.** This grant of sponsorship shall be for the term of one (1) year or two (2) years commencing on _____ and expiring on _____.

5. **Logo/Artwork**. Sponsor shall provide print-ready logos to be used on the signage. Any costs associated with changing artwork during the term of this contract is the responsibility of the Sponsor.

6. **Relationship to Other Sponsors.** Sponsor understands and acknowledges that Sponsor does not have exclusive Sponsorship rights and that Owner will be working with and displaying other advertisements and logos of Sponsors in a similar manner as to the Sponsorship outlined in this Agreement.

7. **Use of Logo/Artwork.** Owner agrees to only use Sponsor's logo/artwork given to Owner for display and advertisement as outlined in paragraph 1 of this Agreement. Owner shall not distribute Sponsor's logo/artwork to any third-party except as agreed herein for production of Sponsor's logo/artwork on signage.

8. **Open Records.** Sponsorship understands and acknowledges that Owner is a political subdivision and subject to North Dakota open records law and therefore, this Agreement is subject to open records.

9. **Assignment**. This Agreement is not assignable by either party.

10. **Invalidity of Particular Provision**. If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. **Captions and Definitions of Parties**. The captions are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Agreement otherwise provided, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

12. **Entire Agreement**. This Agreement and the Exhibits attached hereto, contain the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect.

13. **Governing Law**. All matters pertaining to this Agreement (including its interpretation, application, validity, performance and breach) shall be governed by, construed and enforced in accordance with the laws of the State of North Dakota.

14. **Amendment and Modification**. This Agreement, including the Exhibits attached hereto, may only be amended, modified or supplemented by an agreement in writing signed by both parties hereto.

15. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by e-mail or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by e-mail, electronic or via .pdf format shall be deemed to be their original signatures for all purposes.

OWNER:

SPONSOR:

GRAND FORKS PUBLIC SCHOOL DISTRICT NO. 1

By: _____
GFPS Employee

Date: _____

By:_____
Owner

Date: _____

EXHIBIT A

Sponsor’s logo/artwork:

EXHIBIT B

ADVERTISING

The Grand Forks Public School District School Board recognizes that public schools provide a potential market for commercial activities. However, it is important that the Board protects students, employees, and all stakeholders from exploitation and ensures commercial activities do not interfere with the educational program and safe operation of the District.

Purpose

The purpose of this policy is to provide guidelines for the advertising or promoting of products or services in a manner that is supportive of the overall mission of District. The aim of advertising is to help defray some costs of the District including but not limited to mass communication tools, printing costs for marketing materials, staff recognition programs, etc., as part of its efforts to continue to be environmentally friendly, embrace innovative technology, and maintain fiscal responsibility.

Definitions

1. For the purposes of this policy, "advertising" is a verbal, written, graphic, or electronic communication designed to attract attention, patronage by the school community, and communicated through means under the control of the District in exchange for monetary consideration to the District. "Advertising" does not include public recognition of donors or sponsors who have made contributions, financial or otherwise, to the District or support organizations of its schools.

   Advertisement includes, but is not limited to:
   - Signage;
   - Announcements using communication equipment;
   - Distribution via electronic communication; or
   - Other distribution of information regarding products or services available or for sale.

2. For the purposes of this policy, "agreement" shall be defined as any written contract, understanding, arrangement, agreement, deal, or otherwise, by or between any individual, group, or organization employed by or affiliated in any way with the District, and any individual, group, organization, or entity of any character, charitable, nonprofit, or for-profit, that involves any property or property rights of the District.

   Property rights include real or personal, tangible or intangible, including, but not limited to:
   - Advertising;
   - Use of logo;
   - Use or occupancy of, or access to, physical facilities;
   - Access to students or their families or employees or their families either in person, or by written communication or electronic and telecommunications;
   - Taping, filming, photographic, audio or video recording, or broadcasting of any activity or event and that entails a promise, obligation, or commitment of the District or any individual, organization, or other group or entity affiliated with the District, to any course of action or inaction in exchange for any consideration whatsoever, irrespective of whether the consideration is money, goods, services, discounts, exclusivity, or otherwise.

3. As used herein, the terms "contract" and "agreement" have the same meaning.

Policy Statement
Advertising shall be accepted solely for the purpose of generating revenue for the District and not for the purpose of establishing a forum for communication.

The name, facilities, employees, students, families, or any part of the District shall not be used for advertising or promoting the interests of a commercial or nonprofit agency or organization except as set forth below and with prior written approval of the Superintendent or their designee.

All advertising or related activity must be consistent with the District's mission, goals, and policies. Minimally, advertisement on District property or at any District event may not include information or materials that:

1. Are inconsistent or violates with the spirit and intent of the Federal Educational Rights and Privacy Act (FERPA), Title IX, or Individuals with Disabilities Education Act (IDEA);
2. Are inconsistent with the educational objectives of the District or undermines District curriculum;
3. Are obscene to minors;
4. Are libelous, false, misleading, or deceptive;
5. Are indecent or vulgar or contain any indecent or vulgar language or imagery;
6. Contain personal attacks or abusive language such as language defaming or discriminating an individual's character, gender, age, race, religion, ethnic or national origin, disability, or any other legally protected classification;
7. Invades the privacy of others;
8. Infringes on another's copyright or other intellectual property rights;
9. Advertise any product or service not permitted for minors by law (examples include alcohol, tobacco, vaping, drugs, drug paraphernalia, weapons);
10. Constitute fighting words, the very expression of which injures or harasses other people;
11. Could cause or clearly threaten to cause, either because of their content or their manner of distribution, a material and substantial disruption of the proper and orderly operation and discipline of the District or District activities or will cause the commission of unlawful acts or the violation of lawful District procedures;
12. Promote any specific religion or religious, ethnic, or racial group and shall be non-proselytizing;
13. Contain a campaign or other political message supporting or opposing a political candidate for public office, a political platform, or a political issue. This does not include objective information from the District about a ballot proposition, such as a bond;
14. Advocates or promotes a violation of existing laws, regulations, ordinances, policies, and/or rules;
15. Are direct solicitations, as employees and students shall not be solicited during school hours;
16. Collect employee or student data (including, but not limited to name, telephone number, email address, etc.).

Aside from homework and other curriculum-related materials, schools are permitted to distribute to their students:

- District and school newsletters;
- Materials containing District or school news, programs, activities, and events;
- Appropriate and approved Parent-Teacher Organization (PTO) or Booster Club literature;
- Material from the Grand Forks Foundation for Education; and
- Material concerning authorized business partnerships, programs, or fundraisers.

Except as authorized above, all other types of materials are prohibited.

Unless otherwise noted, an advertising contract shall not have a term greater than two (2) years or provide for automatic renewals or extensions.

This policy is not intended to limit the use of District resources or forums by District employees to distribute District-sponsored information or advertisements. District-sponsored groups may distribute advertisements to employees and students as determined appropriate by the Superintendent or their designee.

The District's interschool mail and employee mailboxes are reserved for communication between employees regarding District business or for distribution of District-sponsored information or advertisement.

No advertising arrangement shall result in any direct pecuniary benefit to any District employee, Board member, or business with which they are associated.

Acceptance of advertising shall not constitute approval or endorsement of any product, service, organization, or activity referenced in the advertising, nor shall acceptance of advertising from a vendor determine whether the District will purchase goods or services from the vendor through the District's formal procurement process.

Additionally, the use of the District's name or logo or a school's name or logo by a third party for non- advertising purposes requires written permission by the Communications and Community Engagement Office.

This policy shall be administered in compliance with the District's Facility Rental Agreement, Technology Acceptable Use Policy, all Board policies, and all District or school policies and procedures.

Advertising revenues must be accounted for, and all proceeds from the sale of advertising will be deposited into a designated fund upon collection. A periodic report shall be made to the Board by the Superintendent or their designee regarding the scope and amount of such revenues.

Process

All individuals/businesses that wish to advertise through the District shall enter into a written agreement to secure the rights of each party and address necessary terms of agreement.

The following guidelines shall apply for sponsorships, and contracts proposed to the District.

1. Only the Superintendent or their designee shall have authority to bind the District to any agreement, except for any agreement which purports to provide exclusive rights, a duration in excess of two years, or an indicated value in excess of $20,000, in which cases, such agreements shall require prior approval by the Board and shall be of no force and effect until approved by the Board.
2. Agreements that provide exclusive rights, duration in excess of two years, or an indicated value in excess of $20,000 may be, and all other agreements shall be, executed on "form" contracts. If in the opinion of the Superintendent or their designee, the agreement requires legal review; such review shall be obtained prior to the execution of the contract.
3. Unless prepared on "form" contracts, all proposed agreements shall be sent to the District's legal counsel for legal review prior to submission to the Board for consideration.

4. All requests and agreements shall be in writing. The District shall not be bound by any verbal agreement.

Donations

Donating does not create an exception to the advertising restrictions outlined in this policy, and the Superintendent or their designee should reject donations that do more to advertise a business or product than provide for the needs of the District.

The District or a school may acknowledge a donation it has received from an organization by displaying a "donated by," "sponsored in part by," or a similar by-line with the organization's name or symbol. District/School Administrators may choose to recognize donations by briefly announcing the name of the donor at an assembly or activity. No assembly or activity should be held for the sole purpose of recognizing donations, and donors should not be said to have "sponsored" any school activity or event.

Responsibilities

Advertisers shall submit all plans and material specifications for review and approval prior to installation. Only professionals approved by the Superintendent or their designee will be permitted to oversee this installation. The plans must state precisely where such advertising is to be placed. Any outdoor advertising must be in compliance with City of Grand Forks Outdoor Advertising (Grand Forks City Code, Chapter XXI, Article 5). After school system approval, it is the responsibility of the business or organization seeking to advertise to ensure that the advertisement is in compliance with city code. The organization that erects the signage bears full responsibility for all maintenance, costs, and expenses associated with the procurement, erection, and dismantling of the signage.

The District may:

- Accept or solicit advertising for use on the District's technology (examples include website, District newsletter, mobile and electronic application) and facilities used for extracurricular activities at the discretion of the Superintendent or their designee. Any such advertising will be limited to the name (brand name or trade name), location or place of business, phone number, website address, and logo of the advertiser;
- Accept or solicit advertising on extracurricular activity schedules, programs, newspapers, yearbooks, or other District-sponsored publications at the discretion of the Superintendent or their designee who will work with District or school administrators. Advertising generally will be limited to the name, address, phone number, website address, or logo of the advertiser.

The District shall:

- Retain final editorial authority to accept or reject submitted advertisements in a manner consistent with this policy;
- Retain the authority to determine the size and location of any advertising;
- Reserve the right to reject advertising that is inconsistent with federal or state law, Board policy, District or school regulations, or curriculum, as well as any content the Board or Superintendent or their designee determines has a reasonable likelihood of exposing the District to controversy, litigation, or disruption.

The Superintendent or their designee:

- Must respond within 30 business days to a request;

- Is responsible for maintaining the following records: list of advertisers, including their name and address; date of the contract agreement; location of the advertisement; signed contract; list of benefits received, including dollar amounts; information on denied requests, including rationale;
- Can terminate the contract on a prorated basis if it is determined by the District to have an adverse impact on the District's image, reputation, programs, services, or activities.

End of Grand Forks Public School District Policy KAAE Adopted: 5/23/2022

GFPS 4/2022