

## **School District of Lodi Advertising on School Property**

No. 851.1  
(A) 5-13-13

The School District of Lodi recognizes that there are many community organizations and businesses that may wish to advertise within our schools. The School District of Lodi encourages community involvement and participation and as such has developed the following guidelines to assist organizations who would like to pursue an advertising arrangement in our schools.

### **General Guidelines**

All advertising must be age-appropriate for those involved and consistent with SDL codes of conduct and SDL policies, including those prohibiting discrimination on the basis of race, color, sexual orientation, ethnicity, national origin, religion, sex, age or intellectual or physical disability.

No advertising will be accepted that:

- Promotes the sale, usage or consumption of tobacco or alcohol;
- Negatively represents or portrays public education;
- Endorses or disavows any candidate for government office;
- Endorses or disavows any issue in a government election;
- Addresses labor issues;
- Is incompatible with a child's well-being or that could have a negative effect on the learning experience;
- Is libelous, vulgar, obscene, racially offensive or factually incorrect;
- Promotes birth control products or related information;
- Contains sexual content or has sexual overtones;
- Pertains to any product illegal for minors;
- Conflicts with an SDL standards or goals; and/or
- Promotes any specific religious belief or religious institution.

All advertisements placed on SDL property shall become the property of the District and may be removed by the District at any time. Reasons for removal include but are not limited to:

- 1) Disrepair
- 2) Dissolution of the company/business external organization.
- 3) Change in District guidelines relative to advertising on school property.
- 4) Non-payment of fee.

The advertisement cannot be constructed or delivered in such a way that would require students (or others) to observe, listen to, or read messages. Advertisements shall not permit direct financial gain to district employees, students, parents or trustees.

All logos appearing on SDL property, including logos on materials, supplies, or equipment purchased, rented, or leased by or donated to the District, shall be for product or sponsor identification purposes only.

No corporate relationship shall be permitted which requires students to advertise a product, service, company or industry. This prohibition on student advertising includes athletic uniforms and equipment, although uniforms and equipment may display the name or logo of the uniform and equipment manufacturer or supplier.

SDL has a duty to protect students' privacy and personal information. Students and schools shall not be required to complete surveys, electronic or otherwise, to provide marketing information to vendors; no canvassing of students for commercial purposes is allowed on school premises.

Students and SDL employees may not be used to promote a product, service, or event that is being promoted for private gain, nor may they be used in any way to generate revenue for a privately owned business or external organization as a representative of the district.

SDL permits the following forms of advertising:

- Print advertisements in publications such as yearbooks, school newspapers, and event programs;
- Signage at SDL sponsored athletic events;
- Signage on the front of vending equipment inside school buildings;
- Messages in school newsletters and websites and temporary messages on school marquees or thanking corporate sponsors.

No advertisements are permitted in classrooms. Each school should have one area where information (including military recruiters, other government agencies) may be displayed.

Advertising concerning activities or opportunities offered by for-profit organizations (sports camps, music lessons, tutors, daycares, performances or events, etc.) will not be distributed by the district, but may be placed in the central location for parent pickup.

No external advertising can be installed on school property that is primarily intended to attract the attention of operators and occupants of motor vehicles not traveling on school property, with the exception of school marquees. School must comply with all applicable City of Lodi regulations regarding signage and advertising.

Advertising messaging must not obstruct views of offices and property, negatively affecting safety and security. Window advertisements, including static-clings and posters, must not block views.

All corporate communications and advertising placements shall be confirmed by a written contract. Principals will have the discretion to charge varying amounts for signage at athletic events and print ads in student publications.

During elections, any school that serves as a polling place will comply with all election commission laws regarding campaign materials on school property.

Flyers and promotional materials are not permitted to be placed on vehicles on school property at any time.

All advertising material must be easily removable. Any damage to property or equipment as a result of placement/removal will be borne by the organization, business or individual represented.

### **Requests and Approvals**

The principal may limit the number and location of advertisements that may be displayed at his/her school. Issues regarding the number and/or location of advertisements at a particular school site will be resolved by the principal in consultation with the superintendent and Board of Education.

Fees or contributions to SDL for advertising on school property will be determined by the Board of Education prior to final approval. Proposed advertisement copy/graphics (in layout and design form) must be submitted and approved at least two weeks in advance of posting/placement by the Board of Education.

Any legal issues pertaining to advertising (including copyright, trademark, registration marks and all other pertinent legal issues) will be the sole responsibility of the provider, with SDL absolved of responsibility. SDL may require a notarized written statement from the provider assuming all legal responsibility.

Cross Reference:      No. 714 - Fund Raising  
                                 No. 715 - Distribution of Materials on School Premises

ADVERTISING CONTRACT

Advertising Entity \_\_\_\_\_ Billing \_\_\_\_\_

Contact \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Email \_\_\_\_\_

Advertiser's name as it will appear \_\_\_\_\_

Advertiser's website address as it will appear \_\_\_\_\_

Details of advertising requested \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subject to the terms and conditions contained in the School District of Lodi Commercial Advertising Policy, the advertiser holds harmless the Board of Education, School District of Lodi and the City of Lodi, Wisconsin, and their elected officials, officers, agents and employees from and against any and all damages or liabilities or personal injury or property damage whether caused by acts of nature, accidents, or vandalism.

AGREED: By signing this contract advertiser acknowledges, understands and agrees to all of the terms and conditions of this contract and promises to pay the advertising cost by the dates noted above. The individual signing this contract on behalf of the advertiser certifies that he/she has the necessary authority to bind the Advertiser. This contract may not be assigned without express written consent of the Board of Education. The advertisement(s) must comply with the School District of Lodi's Advertising Policy and Guidelines. If the Board of Education deems an advertisement to be in violation of the Board of Education Advertising Policy, the Board of Education may require the removal of the advertisement. The Board of Education reserves the reserves the right to amend the Advertising Policy at any time and this advertising contract is subject to any such revision.

Accepted and Approved:

Advertiser:

Board of Education, School District of Lodi:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Make all checks payable to the School District of Lodi. All advertising material should be sent to School District of Lodi, Attention: Superintendent of Schools, 115 School Street, Lodi, WI 53555.

1. Payment is due in full within thirty (30) calendar days of the initial invoice date. Advertising privileges will be suspended on accounts over 15 days past due. All expenses and legal fees incurred in collecting outstanding invoices will be paid by the Advertiser. Board of Education reserves the right to require payment in advance of production.
2. Advertiser shall submit to School District of Lodi /Board of Education all advertising and editorial materials no later than five (5) business days of payment received. Cancellations must be received no later than five (5) business days after receipt of payment. No cancellations are accepted after closing dates without written agreement from Board of Education or designees.
3. The Board of Education reserves the right to reject any advertisement at any time after receipt of advertising materials.
4. The Board of Education shall not be liable for any damages for failure to fulfill an order for any reason whatsoever, including but not limited to labor disputes, strike, war, riot, insurrection, civil commotion, fire, flood, accident, storm, act of God, or any other circumstances.
5. The Board of Education reserves the right to cancel this Agreement at any time upon Advertiser's failure to pay any bill when due.
6. In the event the Board of Education must employ an attorney to collect sums due hereunder or to enforce compliance by Advertiser with any of the terms of this Agreement, Advertiser shall pay to School District of Lodi attorney's fees and other costs incurred by the Board of Education in connection with any legal actions and appeals thereof.
7. Advertiser shall indemnify School District of Lodi and hold Board of Education/School District of Lodi harmless from any and all loss, cost, expense and damages on account of any and all manner of claims, demands. Actions and proceedings that may be instituted against School District of Lodi on grounds alleging that any advertisement submitted hereunder by or on behalf of Advertiser violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights . Advertiser agrees at Advertiser's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against School District of Lodi provided that Board of Education/School District of Lodi shall promptly notify Advertiser with respect thereto. The Advertiser shall reimburse publication of such advertising copy, together with all expenses incurred in connection therewith, including but not limited to, reasonable attorney's fees and court costs.

8. This writing contains the entire Agreement of the Parties. No representations were made or relied upon by either party, other than those expressly set forth in this Agreement. No agent, employee or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by a duly authorized officer, employee or other representative of the respective parties.
9. Should any part of this Agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executive with the invalid portion thereof eliminated and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such part, parts or portion which may, for any reason, be hereafter declared invalid.