



Anthony Wayne Local Schools

Lucas County

Anthony Wayne Administrative Center
9565 Bucher Rd., PO Box 2487, Whitehouse, Ohio 43571
Phone: 419-877-5377 FAX: 419-877-9352
www.anthonywayneschools.org

Advertising Materials on District Property

The Anthony Wayne Local Schools appreciates your work to secure funds for student programs through advertisement. The purpose of this advertising packet is to provide information for the appropriate use of advertising and/or promoting of commercial products on District property. The following information and packet contents will provide the District employee, Booster Group, and/or advertiser with the required documents to advertise on District property.

The packet contains the Advertising Project Potential Form, the appropriate advertising agreement, and the Anthony Wayne Local Schools Board Policy/Administrative Guidelines for Advertising and Commercial Activities on District property. The following steps will need to be completed prior to placement of advertising on District property:

1. The Advertising Project Potential Form should be completed and submitted to the building principal. If the advertisement is for the purpose of athletics, the form should be submitted to the Athletic Director. The form will be reviewed by the Building Principal/Athletic Director, Director of Operations, and the Superintendent. The organization and/or advertiser may be contacted during this process for further clarification of the overall project.
2. If there is approval by the Building Principal/Athletic Director, Director of Operations, and Superintendent, the District employee and/or Booster Group will be notified to submit the appropriate advertising agreement to the Superintendent.
3. The Superintendent will review the completed appropriate advertising agreement. If there is approval of this agreement, the District employee and/or Booster Group will be notified to start the process to secure the advertisement from the vendor.
4. The District employee and/or Booster Group will work with the Director of Operations to place the advertisement on District property.

Please be aware that typical advertisement on District property will be for a period of no more than one year from the time of display. If District employee and/or Booster Group seek to have advertisement for more than one year, consideration will be given for a period of no more than three years from the time of display. If the District employee and/or Booster Group would like existing advertisement to be displayed after the three year period, the District employee and/or Booster Group will be required to complete a new advertising packet. Initial questions on this advertising process should be directed to the Building Principal/Athletic Director.

Thank you for collaborating with the Anthony Wayne Local Schools to provide funds to student programs.

Superintendent
Jim Fritz, Ed.D.

Treasurer/CFO
Kerri L. Johnson, B.B.A.

Assistant Superintendent
Kevin Herman, M.Ed.

Anthony Wayne Local Schools
ADVERTISING PROJECT POTENTIAL FORM

The Advertising Project Potential form is designed to account for advertising on District property. **The top part of this form is to be completed prior to entering into an advertising agreement on District property.** Notification of final approval must be secured by the organization prior to completing an agreement with a vendor and the placement of advertising on District property.

Organization _____ Phone _____

Description of Advertising Project _____

Purpose of Advertising Sales Project _____

Dates of Proposed Advertising Project _____

Advertiser Name and Address _____

Estimated Expenditures for Advertising \$ _____

Estimated Receipts \$ _____

Requested by: _____ Approved by: _____

Representative/Advisor Signature Date

Principal Signature Date

Director of Operations Date

Superintendent Signature Date

This section is to be completed only by Anthony Wayne Local Schools groups and when the project is completed.

			<u>Unit Price</u>	<u>Total Amount</u>
Revenue	_____	@	\$ _____	\$ _____
Expenses	_____	@	\$ _____	\$ _____
Total Deposited with Treasurer	\$ _____			

Advisor Signature Date

Principal Signature Date

Superintendent Signature Date

Treasurer Signature Date

**ANTHONY WAYNE _____ BOOSTERS
AGREEMENT FOR ADVERTISING ON DISTRICT PROPERTY
TERMS AND CONDITIONS**

This Agreement is entered into by and between [NAME]_____,
[ADDRESS]_____, (the "Advertiser") and the Anthony Wayne
_____, Boosters, [ADDRESS]_____,
(the "Boosters") (collectively, the "Parties") for advertising on or within property owned by the Board of
Education of the Anthony Wayne Local School District, P.O. Box 2487, Whitehouse, OH 43571, (the
"Board"), further identified in Exhibit A (the "Agreement"), on the ____ day of _____, 20___. In
consideration of the mutual covenants and conditions hereinafter set forth and other good and valuable
consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

Board Approval. The Parties acknowledge that this Agreement involves advertising on or within
the property of a third-party, the Board, and that the Board has determined that it currently is not using
such property for its own purposes. The Parties further acknowledge that the advertisement may only be
placed on public property with the Board's consent, that any advertisement is subject to the same
approvals and policies as though it were placed on the property pursuant to an Agreement in which the
Board were a party and that the Board can withdraw its consent at any time in its sole discretion. The
Parties also acknowledge that this Agreement is not effective until approved by the Board or its
Designee and that the Agreement will terminate immediately upon receipt of written notice from the
Board that it has determined that the Board has a current need for the property where the advertisement
is placed. The Board's Designee for purpose of this Agreement is the Superintendent, provided,
however, that the Board may change its Designee at any time in its sole discretion.

Advertising and Fee. All advertisements are subject to the approval of the Board or its Designee,
which approval may be withheld in the Board's sole discretion. Advertiser agrees not to display any
content or advertising, either visual, by words, in combination or in any way that, in the reasonable
judgment of the Board or its Designee is (i) pornographic; (ii) lewd, vulgar, sexually explicit or obscene;
(iii) promotes alcohol, tobacco, drugs, drug paraphernalia, weapons or a product that is illegal to use or
possess; (iv) conveys a message that promotes or contains references to gambling, violence, hatred, or
sexually explicit material, X or R rated movies, or gambling aids; or (v) conveys a message that is
insensitive, insulting or offensive to any racial, ethnic, religious or cultural group or to any person's
natural or national origin or that violates any law against discrimination.

Subject to the foregoing and applicable Board policies and procedures, the Advertising Message
set forth in Exhibit A will be displayed in the medium, for the fee and in material conformance with the
terms of Exhibit A. The Parties' obligations under this Agreement shall terminate as provided in
Section 4 of Exhibit A, but in no case shall the Parties' obligations extend beyond one (1) year from the
Effective Date.

Maintenance. Advertiser shall maintain its advertisements and other promotional materials in
good order and repair. Advertiser shall have the right of access to its Advertisements at all reasonable
times for the purpose of replacement or removal of the same or to modify, change or alter the
promotional messages appearing thereon at Advertiser's cost and discretion, subject to Board approval
of content as described above. The Advertiser shall not exercise its right of access in such a time or
manner to interfere with the use of the premises for school purposes. The Advertiser shall coordinate
with the Board's designee when it would like to exercise its right of access to its Advertisements so as
not to interfere with the operation of the School District.

Board Policy. Board Policy 9700.01 and Administrative Guideline 9700B are hereby incorporated into this Agreement as if fully set forth herein. The Advertiser agrees to comply in all respects with the provisions of Board Policy 9700.01 and Administrative Guideline 9700B, as amended from time to time, and agrees that the advertising may be preempted if the space where the advertisement is placed is needed for school purposes. If the advertising is not displayed in material conformance within Exhibit A, the fee will be equitably adjusted.

Exclusivity. The Boosters makes no promise pursuant to this Agreement that it will in any way limit the availability of advertising space for use by other advertisers. This Agreement will terminate immediately if the Board determines that it conflicts with any other agreement where the Board has granted exclusive advertising rights to a third-party.

Assignment and Delegation. The Advertiser will not assign any of its rights nor delegate any of its duties under this Agreement without the written consent of the Boosters and the Board, which they may withhold in their sole discretion.

Indemnification. The Advertiser will ensure that all advertising pursuant to this Agreement, including all trademarks, service marks, trade names, and service names included therein, does not infringe on any copyright, violate any property right, or contain any defamatory or unlawful material. The Advertiser will indemnify and hold the Boosters, the Board of Education, their members, officers, employees, representatives, and agents harmless from any claims, suits, or actions for any breach or claimed breach of obligations under this paragraph, including court costs, expenses, and reasonable attorneys' fees. This paragraph will survive the expiration or earlier termination of this Agreement.

Default and Termination. In addition to any other remedies available to the Boosters, if the Advertiser fails to perform any term of the Agreement and then to proceed diligently and without interruption to begin to correct such failure within three (3) business days after the Boosters gives Advertiser notice of such failure or to complete such correction within ten (10) business days after the Boosters gives such notice, the Boosters may proceed to correct such failure at Advertiser's expense, or the Boosters may terminate the Agreement by giving Advertiser written notice of such termination. If the Boosters exercises its remedies under this Paragraph, Advertiser shall pay for any advertising performed to date of the notice.

Relationship of Parties. Nothing in this Agreement shall be construed to make the Parties to the Agreement partners or joint ventures and neither Party shall represent itself as such. At all times, the relationship of the Parties shall be as independent contractors. Neither Party shall have any authority or power to bind the other Party, to create any liability against the other Party, or to incur any obligations on behalf of the other Party in any way or for any purpose, except as expressly authorized in or pursuant to the Agreement, and neither Party shall hold itself out as having any such authority. Each Party shall be responsible for payment of all wages, compensation, and benefits to its employees, agents, contractors, and shall pay and file all payroll taxes for its employees, agents, contractors to the extent required by applicable law.

Relationship of the Board. Nothing in this Agreement shall be construed to make the Parties to the Agreement partners or joint ventures of the Board and neither Party shall represent itself as such. At all times, the relationship of the Parties to the Board shall be as independent contractors. Neither Party shall have any authority or power to bind the Board, to create any liability against the Board, or to incur any obligations on behalf of the Board in any way or for any purpose and neither Party shall hold itself

out as having any such authority. Each Party shall be responsible for payment of all wages, compensation, and benefits to its employees, agents, contractors, and shall pay and file all payroll taxes for its employees, agents, contractors to the extent required by applicable law.

No Third-Party Beneficiaries. This Agreement creates no third-party beneficiaries.

General Provisions. Neither Party may modify or waive any of the terms of this Agreement except by a written agreement executed on behalf of each Party. Any such waiver is subject to approval of the Board or its Designee in their sole discretion. Otherwise the modification or waiver is without authority. This Agreement will be governed by Ohio law. This is the only Agreement between the Parties regarding its subject matter and supersedes all prior and contemporaneous proposals, negotiations, and agreements. Neither Party is justified in relying on such proposals, negotiations, or agreements. This Agreement may be executed in counterparts.

THE ANTHONY WAYNE _____
BOOSTERS

[ADVERTISER'S NAME]

BY:

BY:

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE:

DATE:

EXHIBIT A TO ADVERTISING AGREEMENT

Advertising Message:

Display Location:

Display Duration and Frequency:

Date Display to Begin:

Date Display to End:

Fee for Display. In exchange for this Boosters displaying the advertising set forth above, the Advertiser will pay the Boosters _____ (\$_____) as follows:

Payments shall be made at the Boosters' address as shown in the Advertising Agreement. Payments received after the due date will be subject to a late payment charge equal to one and one-half percent (1-1/2%) of the amount due for each month or part thereof that payment is not made when due.

THIS EXHIBIT IS SUBJECT TO THE PROVISIONS OF THE ADVERTISING AGREEMENT AND THE BOARD'S POLICIES AND PROCEDURES, INCLUDING BUT NOT LIMITED TO POLICY 9700.01 AND ADMINISTRATIVE GUIDELINE 9700B INCORPORATED THEREIN. THE ADVERTISING AGREEMENT WILL TAKE PRECEDENCE OVER THE TERMS OF THIS EXHIBIT A.

Anthony Wayne Local School District

Bylaws & Policies

9700.01 - ADVERTISING AND COMMERCIAL ACTIVITIES

The purpose of this policy is to provide guidelines for the appropriate and inappropriate use of advertising or promoting of commercial products or services to students and parents in the schools.

"Advertising" comes in many different categories and forums and is defined as an oral, written or graphic statement made by the producer, manufacturer, or seller of products, equipment, or services which calls for the public's attention to arouse a desire to buy, use or patronize the product, equipment, or services. This includes the visible promotion of product logos for other than identification purposes. Brand names, trademarks, logos or tags for product or service identification purposes are not considered advertising.

The Board of Education may permit advertising in school district facilities or on school district property in the following categories or forums in accordance with the guidelines set forth herein:

A. Product Sales:

1. product sales benefiting a district, school or student activity (e.g., the sale of beverages or food within schools);
2. exclusive agreements between the District and businesses that provide the businesses with the exclusive right to sell or promote their products or services in the schools (e.g. pouring rights contracts with soda companies);
3. fundraising activities (e.g., short term sales of gift wrap, cookies, candy, etc.) to benefit a specific student population, club or activity where the school receives a share of the profits;

B. Direct Advertising/Appropriation of Space:

1. signage and billboards in schools and school facilities;
2. corporate logos or brand names on school equipment (e.g., marquees, message boards or score boards);
3. ads, corporate logos, or brand names on book covers, student assignment books, or posters;
4. ads in school publications (newspapers and yearbooks and event programs);
5. media-based electronic advertising (e.g., Channel One or Internet or web-based sponsorship);
6. free samples (e.g., of food or personal hygiene products).

C. Indirect Advertising:

1. corporate-sponsored instructional or educational materials, teacher training, contests, incentives, grants or gifts;
2. the Board approves the use of instructional materials developed by commercial organizations such as films and videos only if the education value of the materials outweighs their commercial nature.

The films or material shall be carefully evaluated by the school principal for classroom use to determine whether the films or materials contain undesirable propaganda and are in compliance with the guidelines as set forth above.

It is further the policy of the Board that its name, students, staff members and District facilities shall not be used for any commercial advertising or otherwise promoting the interests of any commercial, political, nonprofit or other non-school agency or organization, public or private, without the approval of the Board or its designee.

Any commercial advertising shall be structured in accordance with the General Advertising Guidelines set forth below.

General Advertising Guidelines

The following guidelines shall be followed with respect to any form of advertising on school grounds:

- A. When working together, schools and businesses must protect educational values. All commercial or corporate involvement should be consistent with the District's educational standards and goals.
- B. Any advertising that may become a permanent or semi-permanent part of a school requires prior approval of the Board.
- C. The Superintendent reserves the right to consider requests for advertising in the schools on a case-by-case basis.
- D. No advertisement shall promote or contain references to alcohol, tobacco, drugs, drug paraphernalia, weapons, or lewd, vulgar, obscene, pornographic or illegal materials or activities, gambling, violence, hatred, sexual conduct or sexually explicit material, X or R rated movies, or gambling aids.
- E. No advertisement shall promote any specific religion or religious, ethnic or racial group, political candidate or ballot issue and shall be non-proselytizing.
- F. No advertisement may contain libelous material.
- G. No advertisement may be approved which would tend to create a substantial disruption in the school environment or inhibit the functioning of any school.
- H. No advertisement shall be false, misleading or deceptive.
- I. Each advertisement must be reviewed in advance for age appropriateness.
- J. Advertisements may be rejected by the school district if determined to be inconsistent with the educational objectives of the school district, inappropriate, or inconsistent with the guidelines set forth in this policy.
- K. All corporate support or activity must be consistent with the Board's policies prohibiting discrimination on the basis of race, color, national origin, religion, sex,

disability, or age, and must be age-appropriate.

- L. Students shall not be required to advertise a product, service, company or industry.
- M. Advertising will not be permitted on the outside or the inside of school buses.
- N. The Superintendent or designee is responsible for screening all advertising.
- O. The Superintendent or designee may require that samples of advertising be made available for inspection.
- P. The inclusion of advertisements in school district publications, in school district facilities, or on school district property does not constitute or imply approval and/or endorsement of any product, service, organization, or activity.
- Q. Final discretion regarding whether to advertise and the content and value of the materials will be with the Board.

In addition to the guidelines set forth in this policy, the Superintendent shall prepare administrative guidelines addressing the Criteria for Commercial Messages and the process by which advertising shall be accomplished. (See AG [9700B](#).)

Accounting

Advertising revenues must be properly reported and accounted for.

Adopted 12/17/07

Anthony Wayne Local School District Administrative Guidelines

9700B - CRITERIA FOR COMMERCIAL MESSAGES

Any organization that seeks or is requested to provide materials or equipment to the District which contains or has associated with its messages which are designed to sell a product or service must submit the request to the building principal before the item(s) is used by the District.

Furthermore, any commercial organization that contracts with a school group or school-affiliated organization to purchase space for the purpose of advertising a product or service must submit the request to the building principal before finalizing the advertisement.

The determination as to the appropriateness of the commercial message will be based on the Advertising Guidelines set forth in Policy 9700.01 and the following criteria:

- A. The message does not relate to a product which is inappropriate for or illegal to minors.
- B. The message does not relate to a product or service that would be considered educationally controversial or objectionable to a significant number of parents or other members of the District's community.
- C. The message can be presented without loss of instructional time.
- D. The message consists of no more than the name of the product (service) and/or the name of the sponsoring organization.

The administration recognizes that certain publications such as newspapers and magazines used in a classroom or media center contain advertisements. It is the responsibility of the staff member who obtains any such materials to review them so as to ensure there are no editorial matters or advertisements that promote illegal, promiscuous, or prurient behavior or foster any form of prejudice against any group of people.

Revised 5/16/07