

Philosophy

The Board believes in the efficient use of District resources to support student success. Partnerships with external business and industry organizations provide opportunities to maximize the value of District assets and provide additional revenue to support District goals and operations.

Promotional Activities

School facilities shall not be used to advertise, promote, sell tickets, or collect funds for any nonschool-related purpose without prior approval of the Superintendent or designee. Community organizations may use school facilities only in accordance with GKD.

Advertising

Advertising shall be accepted solely for the purpose of covering the cost of providing materials, equipment, services, or other support services that are consistent with the mission of the District in meeting its needs or to otherwise raise additional funds for use by the District and not for the purpose of establishing a forum for communication. To the extent that it is determined that a forum for communication is established, any such advertising or promotion shall comply with the requirements of District policies GKB, GKD, and GKDA.

Such advertising acceptance is subject to the approval of the Superintendent or designee. The District retains final authority to accept or reject submitted advertisements in a manner consistent with the First Amendment. [See FMA regarding school-sponsored publications] The District also retains the authority to determine the appropriate size and location of any signage or advertising.

The Superintendent or designee shall develop and implement a District advertising plan. Annually upon the Board's request, the Superintendent shall report to the Board regarding the District advertising plan.

Sponsorships, Contracts, and Other Agreements

The following guidelines shall apply for sponsorships, contracts, and other promotional agreements proposed to the District:

1. Only the Superintendent and the Superintendent's designee shall have authority to bind the District to any agreement. "Agreement" is hereby defined to be and to include any written contract, understanding, arrangement, agreement, or otherwise, by or between any individual, group, or organization employed by and/or affiliated in any way with the District, and any individual, group, organization, or entity of any character, regardless of whether for charity, nonprofit, or for-profit, that involves any property or property rights of the District whether real or personal, tangible or intangible, including but not limited to:
 - a. Advertising;

- b. Sponsorship;
 - c. Promotions;
 - d. Use of logos;
 - e. Use or occupancy of, or access to, physical facilities;
 - f. Access (either in person or via written, electronic, or telephonic means) to students and/or their families or employees and/or their families; or
 - g. Taping, filming, photographing, recording, and/or broadcasting of any activity or event.
2. The agreement shall entail a promise, obligation, or commitment of the District and/or any person, 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, preferential treatment, or otherwise. [See CDB, CH, DGA, FM, GBBA, GKD, GKDA]
 3. All agreements must be in writing. The District shall not be bound by any oral agreement. Regardless of whether or not the receipt or expenditure of funds is involved, agreements that obligate the District to any course of action or allow access to District facilities, employees, or students must be provided to the finance department and shall be subject to review and approval by the Superintendent or designee.
 4. All proposed agreements shall be submitted in advance to the office of the finance department without exception. If, in the opinion of the Superintendent or designee, the agreement requires legal review, such review shall be obtained prior to the execution of the agreement.
 5. Prior approval by the Superintendent shall be required for any agreement: (a) providing exclusive rights; (b) with a duration in excess of three years; and/or (c) with an indicated value in excess of \$20,000 per year. Such agreements shall be of no force and effect until approved by the Superintendent. All other agreements must be approved by the Superintendent or designee.
 6. Prior approval by the Superintendent shall be required for any advertising agreement providing temporary naming rights of an area, such as the athletic field or an entrance at a District stadium, to reflect the name of the advertiser's business. The agreement must specify how the area will be officially referred

to by the District and that the naming right for the area is solely for the duration of the agreement period. Temporary naming rights are granted for a definite term and contained in a written agreement. Permanent naming rights or name recognition for an indefinite term is granted and established by the Board according to policy CW(LOCAL).

**Advertising
Acceptance**

From time to time, the District shall offer opportunities to businesses and community groups to advertise on District property or in District publications. By allowing advertising, the District does not intend to open a forum for indiscriminate use or expressive activity by the general public, but instead to create a limited opportunity for true commercial advertisement by community entities, as well as an opportunity to raise additional funds for use by the District. By accepting any advertisement, the District does not intend to, and specifically disavows an intent to endorse the entity submitting the advertisement, the entity's products, or any viewpoints associated with that entity. Advertisements shall include a disclaimer stating that the District does not endorse the advertiser's products or services. Further, to avoid any appearance of endorsement, any advertisements on District property shall be for a limited period of time not to exceed three years under most circumstances. The Superintendent or designee may waive this requirement under unique circumstances.

The District retains the ability to stop allowing advertising in any specific forum.

Approval Procedures

The District shall maintain authority for approving advertising as follows:

1. The design, layout, configuration, and content of all advertisements shall be subject to the District's prior written approval.
2. The District shall notify any entity in writing within 15 days after submission if any proposed advertisement is unacceptable to the District.
3. The entity shall then have ten days following receipt of the District's notice within which to submit an acceptable advertisement to the District unless a greater period of time is agreed upon between the District and the entity.
4. If the entity fails to submit an acceptable advertisement within the foregoing time limitations, the District shall not be liable for the refusal or failure to display the proposed advertisement.

**Standards of
Approval**

All advertisements shall be reasonably consistent with the theme of the forum and the District.

The District shall have the right to disapprove any advertisements if the District determines in good faith that the proposed advertisement:

1. Is of substandard technical quality;
2. Does not conform to any specifications set forth by the District;
3. Does not consist only of words, slogans, logos, or designs constituting the entity's trademarks or service marks (whether registered or not);
4. Does not comply with applicable government standards or regulations or with the District's rules, regulations, or policies; or
5. Is in bad taste or otherwise reasonably objectionable.

Without limiting the generality of the foregoing, the following types of statements and practices shall not be used in any advertisements displayed on District property or in any District publications:

1. False or unwarranted claims;
2. Infringements of any other persons' rights through plagiarism, unfair imitation of another person's program, idea, or copy, or any other unfair competition;
3. Disparagement of a competitor or of a competitor's products or services;
4. Advertisements of lotteries, "drawing contests," or any other contests that do not conform to applicable legal requirements or in which the public is unfairly treated;
5. Slanderous, obscene, sexual, profane, vulgar, repulsive, or offensive matter, either in theme or in treatment;
6. Ambiguous statements that may be misleading to the audience;
7. Advertising of price, unless first approved in writing by the District;
8. Appeals for funds;
9. Testimonials that cannot be authenticated;

10. Advertisements that describe any internal bodily functions or symptomatic results of internal disturbances or that refer to matters that are not considered acceptable topics in social groups;
11. Announcements of programs that are prejudicial to the public interest, to the interest of the District, or to legitimate advertising or reputable business in general;
12. Defamatory statements about the District or any other public or political figure or entity;
13. Promotions containing alcohol or tobacco products;
14. Subjects that would be disruptive to or inconsistent with the educational purpose of the District; or
15. Advertisements that would prevent the District from maintaining a position of neutrality on political and religious issues or would create an appearance of favoritism on said issues.

As noted above, the District provides advertisement opportunities to community entities to raise funds for the District and not to open a forum for indiscriminate use or expressive activity by the general public. Accordingly, the District also retains the right to reject proposed advertisements if, in good faith, the District deems it necessary to avoid disruption, controversy, and expensive litigation that might arise from community members seeking to remove the advertisement.

Political Signs

The District shall allow candidates or political action committees (PACs) to place election signs at the administration building or at any District facility being used as a polling site, pursuant to the following conditions:

1. No permit shall be required for a sign erected solely for and relating to a public election.
2. Each candidate or PAC may erect two signs. All sign placements shall be in compliance with the Texas Election Code.
3. The sign may be erected no earlier than the first day of early voting and must be removed no later than the last day of early voting in the election.
4. Signs shall be constructed of lightweight material and shall not exceed six square feet, or two feet by three feet, in area and shall be no higher than three feet above ground level.

5. Signs at the administration building shall be placed on the grassy area located immediately in front of the main entrance within ten feet of the distance marker.
6. Signs shall not be located in the right-of-way.

The District shall remove any poorly maintained sign, any sign that does not meet the stated criteria, or any sign that does not meet the requirements of the Election Code or the Ethics Commission. The District reserves the right to relocate signs that are improperly placed.