

ADVERTISING IN THE SCHOOLS

Purpose

The sole purpose of the Board of Education in adopting this policy is to generate revenue for the Gallipolis City School District in a manner consistent with the mission of the District, and the Board does not hereby create a public forum for the expression of ideas. Accordingly, the advertisements accepted for display by the Board of Education shall be limited to those categories, and subject to those exclusions and conditions, described in the Guidelines set forth below. Additionally, the Board of Education retains the power to edit and/or refuse any advertisement for any legitimate pedagogical reason.

Scope

Pursuant to this policy, the Board of Education may enter into agreements with individuals or organizations wishing to display advertisements. Advertisements may be accepted for display on any property deemed appropriate for such display by the Board of Education or its designee, including but not limited to athletic scoreboards, video boards, fencing, other structures, athletic equipment and clothing, and programs or other written materials. Agreements may provide for the display of advertisements in exchange for a fee, and/or in exchange for the provision of goods and/or services. The Superintendent or his/her designee shall establish an annual fee schedule for all advertisements.

Guidelines

Categories of Acceptable Advertisements

Only advertisements that fall within one of the following categories, subject to the exclusions set forth below, may be accepted.

1. Commercial products or services.
2. Public service announcements from recognized, not-for-profit groups that are organized for educational, philanthropic, cultural, or civic purposes and that are generally regarded as promoting the welfare of the school community.
3. Personal messages expressing a simple greeting (e.g. "Happy Birthday," "Happy Anniversary," "Congratulations,"), and which may include the name of an individual and/or group but shall not include any other personal information.

Exclusions

Advertisements that are inconsistent with the educational mission of the District, are inappropriate for immature audiences, that would interfere with or disrupt the work or discipline of the schools, or infringe on the rights of others, will not be accepted. The Gallipolis City School District Board of Education shall be solely responsible for approving or disapproving all purchased in accordance with this Policy. Examples of advertisements that will not be accepted include but are not limited to the following:

1. Advertisements for products, services, or establishments associated with the promotion of activity that is illegal or that otherwise violates the code of student conduct.
2. Advertisements for products, services, or establishments associated with the promotion of tobacco, alcohol, or other illegal substances.

3. Advertisements that concern sexual or reproductive issues, regardless of whether the advertisement has any explicitly sexual content (including, for example, issues relating to birth control and abortion, whether from a pro-choice or a pro-life perspective).
4. Political advertisements (including advertisements that promote or oppose any political figure, candidate, or issue, including ballot issues of any kind). The Superintendent will notify both political parties that, during the election time period, no political advertising is permitted on District property.
5. Advertisements that could constitute religious expression or proselytizing, except that notice of religious events (e.g., a Friday fish fry, or Bible study meetings) may be permitted if accompanied by a clear statement that the content of the advertisement is neither sponsored nor endorsed by the Board of Education.
6. Advertisements that are defamatory or misleading.
7. Advertisements that are indecent, obscene, or vulgar.
8. Advertisements that incite students to engage in or otherwise promote violence, or that contain violent imagery.
9. Advertisements the display of which would violate the terms of an agreement previously entered into with a different advertiser.
10. Advertisements the display of which would violate any local, state, or federal law, rule, or regulation.

Conditions

1. Advertising for outside spaces must comply with applicable zoning provisions, if any. The Board may require an advertiser to obtain any required permit and pay the associated fee, if any.
2. The advertiser must execute an agreement [KJ-E] with the Board of Education in a form prescribed by the Board of Education and administered by the Superintendent or his/her designee.
3. The advertiser must agree to defend, indemnify and hold the Board, its agents and employees harmless from and against any and all loss or claims arising out of the Board's display of the advertisement, or otherwise arising out of any action of the Board taken pursuant to the agreement with the advertiser (including a refusal to display a competitor's advertisement).
4. The advertiser must agree that if the Board of Education is prevented from displaying an advertisement by any occurrence beyond the Board's control, and upon demand from the advertiser provides an explanation for the Board's nonperformance, then the Board's nonperformance shall be excused and shall not be considered a breach of the agreement between the parties.
5. Unless otherwise expressly provided in the agreement with an advertiser, no agreement shall preclude the display of a competitor's advertisement, nor shall it preclude a competitor's sponsorship of an event or donation of clothing, equipment, or other goods, which sponsorship or donation may include display of the competitor's logo. No agreement shall preclude the Board from accepting a gift or bequest and displaying a plaque or other means of identifying the donor. Any agreement which permits the advertiser to be the exclusive advertiser in a particular product or service must describe with specificity the Board of Education property to which such exclusivity pertains.

6. No Advertising Agreement entered into by the Board shall be for more than one academic year and will expire at the end of the then current academic year unless otherwise agreed to in writing within the Advertising Agreement. For purposes of this Policy, an academic year commences on July 1 and ends on June 30.
7. If an advertisement is purchased for an athletic venue (e.g., gymnasium or stadium), the advertisement will be displayed at all home athletic events. If the purchased advertisement is a video display, it will randomly rotate continuously throughout each event. Advertisements purchased for an athletic venue may be displayed pre- or post- activity or at other school-related events or activities as deemed appropriate by the Superintendent or his/her designee.

[Adoption date: September 16, 2009]

Revised: March 15, 2017

LEGAL REFS.: ORC 3313.20; 3313.47
7 CFR, Subtitle B, Chapter 11, Part 210

CROSS REFS.: EDE, Computer/Online Services (Acceptable Use and Internet Safety)
EFG, Student Wellness Program
GBI, Staff Gifts and Solicitations
IGDB, Student Publications
IIBH, District Websites
JL, Student Gifts and Solicitations
KG, Community Use of School Facilities
KK, Visitors to the Schools