



Standard Operating Procedures

Advertising and
Fundraising Handbook

APPROVED: May 20, 2019

Advertising and Fundraising Handbook

Policy Cross Reference Sheet

This handbook is an administrative procedure of the District and subject to policies adopted by the Board of Trustees. In case of conflict between administrative procedures and Board policy, policy shall prevail.

Date of Superintendent Approval:  5-22-19

Version Number: (i.e. "2018.1") 2018.1

The contents of this handbook relate to the following Board policies:

Policy	Title	Page(s)
GKB(LOCAL)	ADVERTISING AND FUND RAISING IN THE SCHOOLS	4, 9
EFA(LOCAL)	INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS	12
FMA(LOCAL)	STUDENT ACTIVITIES: SCHOOL-SPONSORED PUBLICATIONS	12

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INTRODUCTION

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.

GENERAL INFORMATION

Scoreboard advertising is a form of promotion that uses the stadium scoreboards to deliver marketing messages to attract customers. The major benefit of scoreboard advertising is prominent exposure to a large number of potential customers who may see the ad while attending one of the district's events. Fence, gym, sideline, and fascia advertising is a form of promotion that uses the district's fences, gyms, sidelines and walls to display marketing messages to attract customers. The major benefit of this form of advertising is prime exposure to a vast number of potential customers who may see the ad while attending one of the district's events.

Bus and white fleet advertising is a form of promotion that uses the district's fleet to deliver marketing messages to attract customers. The major benefit of fleet advertising is that it is not limited by geography or time. It is a mobile form of advertising, reaching a significant amount of potential customers.

Print advertising is a form of promotion that uses the district's printed communications (newsletters, magazine, etc.), calendars, take-home folders, book covers, clothing and apparel, etc. to deliver marketing messages to attract customers. The major benefit of print advertising is that it can reach a multitude of potential customers through the district's communications system.

Website advertising is a form of promotion that uses the Internet and World Wide Web for the purpose of delivering marketing messages to attract customers. The major benefit of website advertising is the immediate publishing of information and content that is not limited by geography or time.

Event Booth/Event Sponsor is a form of promotion that uses a reserved space at a FBISD event for the purpose of delivering marketing messages/material to attract customers. The major benefit of event booths is that it is a mobile form of advertising, providing face time with a significant amount of potential customers.

Public Announcement is a form of promotion/recognition that uses the district's public announcement system or a district presentation to deliver marketing messages to attract customers. The benefit of announcements is that it is a form of advertisement that reaches a captive audience while event announcements or presentations are being conducted.

Definitions

For the purpose of this handbook, the following definitions will apply.

Scoreboard Advertisement

A scoreboard advertisement is typically a horizontal advertisement printed on appropriate material to temporarily adhere to designated sponsor blocks on the scoreboard(s). The location and size of the advertisement as well as the length of time it is visible determine cost.

A digital advertisement is typically an electronic file containing the company's logo and/or tag line displayed on the Hall and/or Mercer Stadium scoreboards. The length of time it is visible determine cost.

Banner Advertisement

A banner advertisement is typically a horizontal or vertical advertisement printed on appropriate material to temporarily adhere to stadium, field, or court fences, concrete, brick or metal fascia, sideline a-frames or gym rafters. The location and size of the advertisement and the length of time it is visible determine cost.

Vehicle Advertisement

A vehicle advertisement is typically a horizontal advertisement printed on appropriate material to temporarily adhere to vehicle panels. Placement and size of signs must comply with the Texas Administrative Code. The location and size of the advertisement and the length of time it is visible determine cost.

Text Block Advertisement

Text block advertising allows the use of text and/or images, can be vertical or horizontal, range in size from small to large and be a low-key and low-cost way for advertisers to buy space on a publication or clothing/apparel. The location and size of the advertisement and the length of time it is visible determine cost.

Web Banner Advertisement

A web banner advertisement is typically a horizontal advertisement of 728 x 90 pixels placed at the top of a web page. The location of the advertisement and length of time it is visible determine cost (i.e., all pages on the web site, only the home page of the web site, on subpages or channels, or perhaps rotating banner advertisements that change after several seconds or only change when the page is refreshed).

Web Button Advertisement

A web button advertisement generally appears in the right column of a web page, but could appear anywhere that the page layout accommodates this style of advertising. The size of a web button advertisement is generally a small square (120 x 120 pixels). Although small, some branding is possible. Pricing varies upon location and time available.

Web Sidebar Advertisement

A web sidebar advertisement (also called a skyscraper ad) is vertical, not horizontal, and sizes vary. The cut could be 120 x 600 pixels. Sidebar advertisements provide more room and make it easier for an advertiser to include branding. The location on the page and how long the advertisement is visible determine cost.

Web Text Block Advertisement

Web text block advertising allows the use of text and/or images, can be any size, and can be a low-key and low-cost way for advertisers to buy space on a site. Text blocks can include links or a short block of text with links.

Web Page Sponsorship

Web page sponsorship is another way of packaging advertising of a business or organization on a web site. It may include one advertisement or multiple advertisements in any format or location and involve one business or multiple businesses. Sponsors may receive a break on the cost of web advertising if they select multiple advertisement packages and be allowed to advertise in multiple locations on the site.

Marquee Advertisement

Marquee advertisements allow the use of changeable letters or scrolling text and/or images to be set allowing a low-key and low-cost way for advertisers to buy space on a site. Marquees are normally aluminum flat sign face panels with inserts or LED motion signs.

Event / Booth Advertisement

An event booth/event sponsor is one standard rectangular table and two chairs provided by the district in designated space at an event where the paying advertiser showcases their organization to those attending. Generally, the organization is allowed to make free marketing material available for attendees to take and are given the opportunity to interact with those who visit their booth.

Announcement

An announcement is generally a timed 'commercial' read over a public announcement system at an event or meeting. The company should provide a script for district approval, or the company will be announced as a "proud sponsor" of a particular activity or segment of an event (i.e. "Military Appreciation Night is brought to you by Company Name"). An announcement can also be in the form of verbal recognition of a corporate sponsor in the opening segment of a meeting. The company may provide a few facts/statistics to be included as part of their recognition.

APPROVED TYPES OF ADVERTISING

The types of advertising that are permissible are:

- Scoreboard;
- Banners - fence, gym, sideline and fascia;
- Bus, white fleet;
- Print;
- Web banner;
- Web button;
- Web sidebar;
- Web text block; ads that are only text, with a header and short teaser copy below; maximum three ads per block;
- Web page;
- Marquee;
- Clothing and apparel; event booths; and
- Announcements

All advertising types will be limited in number by the annual advertising plan put in place by the Superintendent or his designee. Bus advertising will be limited to that permitted by the Texas Administrative Code.

AD CONTENT

Content Guidelines

Advertising subject matter, form, size, wording, illustration and typography (artwork/script) will be subject to the approval of the Superintendent or designee. In a manner consistent with the First Amendment, the Superintendent or designee will have the right to reject or omit any advertisement that, at his/her sole discretion, is contrary to the policies of the district as follows:

- All advertisements must be submitted to the Superintendent or designee in accordance with administrative procedures.
- Using the standards found in this handbook, the Superintendent or designee will approve or reject the submitted advertisement within fifteen school days of the time the advertisement was received.
- An advertisement **will not be approved** if:
 - Is of substandard technical quality;
 - Does not conform to any specifications set forth by the district;
 - Does not consist only of words, slogans, logos, or designs constituting the entity's trademarks or service marks, whether registered or not;
 - Does not comply with applicable government standards or regulations or with the district's rules, procedures, or policies;
 - Is in bad taste or otherwise reasonably objectionable; or
 - Is in direct competition with the District Extended Learning initiatives.

The following types of statements and practices **will not be used** in any advertisements displayed on district property or in any district publications:

- False or unwarranted claims;
- Infringements of any other persons' rights through plagiarism, unfair imitation of another person's program, idea, or copy, or any other unfair competition;
- Disparagement of a competitor or of a competitor's products or services;
- 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;
- Slanderous, obscene, sexual, profane, vulgar, repulsive, or offensive matter, either in theme or in treatment;
- Ambiguous statements that may be misleading to the audience;
- Advertising of price, unless first approved in writing by the district;
- Appeals for funds;
- Testimonials that cannot be authenticated;
- 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;
- 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;
- Defamatory statements about the district or any other public or political figure or entity;
- Promotions containing alcohol or tobacco products;
- Subjects that would be disruptive to or inconsistent with the educational purpose of the district; or
- 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.
[See GKB(LOCAL)]

All advertisements must contain the disclaimer "Paid Ad" so it is clear that the advertisement does not indicate the district's endorsement of the vendor. The only exception are District advertisements such as Extended Learning and Child Nutrition bus advertisements.

PROCESS

Sales and Conditions of Advertising

Because there are several aspects to be considered when allowing advertising on district property, ad sales are centralized in the Business and Finance Department and should be conducted through the Enterprise Funds Department. Board policy GKB(LOCAL) requires prior approval of the Superintendent or designee for all advertising on school property, all advertising artwork and agreements shall be routed to the Director of Enterprise Funds for consideration.

Any campus, department or parent organization having the opportunity to sell ad space should refer the customer to the Enterprise Funds Department for the transaction using the FBISD Ad Referral form. The Enterprise Funds Department will allocate a share of the revenue achieved from such references as illustrated in the table located in the "Advertising Revenue" section below.

Parent organizations and/or Boosters may sell advertisements that will be installed on assets that they have donated to the district (i.e. a scoreboard), with certain conditions applied. The ads should be sold at the same rate or more than the district's rate (**Exhibit B**). Prior to installation, the artwork must be submitted to the Enterprise Funds Department for authorization (must include the disclaimer, "Paid Ad"). The revenue-share will be allocated as referenced in the table located in the "Advertising Revenue" section below. Advertising will be allowed on district property as determined by procedure. All advertising must be paid in full with the Enterprise Funds Department prior to installation.

Advertising Requests

Ads submitted for district advertising approval will be processed in the following manner:

- Preview of content is conducted by the Enterprise Funds Department.
- Previewed material is sent to the Superintendent or designee for approval by the Enterprise Funds Department using the Ad Authorization Form (**Exhibit A**).
- Contract, payment, production and installation is then coordinated through the Enterprise Funds Department.
- Revenue – Share is transferred from the Enterprise Funds Department to the respective campus/department activity fund using the Revenue Share Transfer Form(**Exhibit C**). The form is completed by the Enterprise Funds Department and sent to the Accounting Department to post the transaction. Enterprise Funds Department also notifies the respective campus/department via email that they will receive the funds, providing a copy of the form as reference.

Coordination

Approved advertisement installation/implementation will be coordinated by the Enterprise Funds Department accordingly. Campuses and Departments are encouraged to provide the Enterprise Funds Department with a point of contact for all ad installments and general information that reflects days and times that are not conducive to installation. A copy of the approved advertisement content will be provided in an email to the administrator and point of contact as part of the installation coordination.

REVENUE

Advertising Revenue

Revenues earned from advertising will be deposited into the Enterprise fund, which is used to support the district budget. As an incentive, the Enterprise Funds Department will provide the following to campuses, departments and parent organizations:

Bus Advertisements	\$25/Bus Ad Installed
Campus Athletic Field Advertisement: Scoreboard, Fence, Dug-Out, Bleachers, etc.	\$100/Ad Installed
Campus Indoor Advertisement: Gym, Library, Cafeteria, Halls, etc.	\$100/Ad Installed
FBISD Magazine, newsletters, website, etc.	100% to general fund to cover the cost to produce
Hall & Mercer Complex Ads	100% to general fund
Parent Organizations/Boosters: Advertising leads that result in an ad sale and installation on district property	\$100/Ad deposited into the respective campus club activity fund
Other advertising: football programs, t-shirts, miscellaneous fundraising driven by PTO's	100% to parent organization
Other advertising: Assets bought by Parent Organizations/Boosters (trailers, scoreboards, etc.) *Ad artwork that will be affixed to an asset must be approved by Enterprise Funds.	\$100 per ad to FBISD, remainder to PTO or Booster Club until the asset has reached the end of its useful life or the value of the donation, whichever comes first.

CONTRACTS

Appeals

In the event there is a question concerning the appropriateness of any advertising intended for dissemination by the district, the Superintendent or designee, using the above-listed standards, will have final approval authority in such matter.

Contractual Agreement

The Superintendent or designee will develop, implement, and execute a general contract agreement template for advertisers, which will include pricing that may be subject to change. All individual contracts are subject to review by the district's Legal Services Department. Staff members should contact the Enterprise Funds Department with all prospects so we can work with them to develop and execute appropriate agreements. The contract template is provided as reference (**Exhibit D**)

Default of Contract

The district reserves the right to unilaterally terminate an advertisement contract at any time upon default by the advertiser in paying advertising fees due to the District or if the advertiser uses unapproved advertisements.

DONATIONS

Free Materials from Outside Organizations

Free materials (i.e. books, folders, pamphlets, charts, maps, calendars, CDs, DVDs exhibits, etc.) may be accepted for use in the schools provided they meet the following standards:

- The name of the donating firm may appear, but not with such emphasis of repetition as to subordinate the educational market.
- The materials shall be evaluated by the principal in accordance with EFA (LOCAL) for instructional content and FMA (LOCAL) for non-instructional content.
- The principle purpose of the literature shall not be for promotion or sales.
- If the materials contain advertisements – Enterprise Funds Department must preview and obtain approval of acceptance from the Superintendent or designee.

PARENT ORGANIZATION SPONSORS

Parent Organization Sponsor Recognition

Parent Organizations/Booster Clubs may recognize those who support their program using the following methods:

- Portable posters that are displayed on the campus and at local businesses indicating the sponsors name and what group they contributed to, (i.e. Company logo with statement “Proud Sponsor of Austin HS Marching Band”).
- T-Shirts to be worn by students, group director and the parent group that displays group’s name and logos of their sponsors, (i.e. Ridge Point Football Booster thanks it’s sponsors (names)).
- The Parent Organization/Booster Club website and newsletter recognizing its sponsors.
- Group event program may have a printed ad or “thank you” to sponsors, (i.e. band concert program, dance team spring show program, football program, etc.).
- Portable banner to be displayed temporarily at group events or in the stands at events. These cannot be adhered to fence lines, walls, scoreboards, posts/columns or bleacher rails.
- Sponsorship plaque to honor the sponsor for their contribution.
- Sponsorship announcement prior to, during, or after a group’s performance at an event. Football quarters, “power move” and time out sponsor announcements are reserved for the district.
- Thank you ‘gift’ to sponsor from the parent group/booster club that includes spirit wear or event admission tickets (i.e. all gifts must be funded by the parent group/booster club).

- Performance at a business/company event as ‘thank you’ with appropriate approval from administrators. The performance will be funded by the parent organization/booster club,(i.e. transportation).

REPORTING REQUIREMENTS

Reports

The Assistant Director of Enterprise Funds provides an annual report, in memorandum form, to the Superintendent and Board of Trustees that covers all aspects of Enterprise Funds Department progress and initiatives, including advertising, during the fiscal year. A sample is provided (**Exhibit E**).

RESPONSIBLE DEPARTMENT

Policy/Procedure Responsibility

The Chief Financial Officer, Business and Finance Department, is responsible for the maintenance of this handbook.

EXHIBIT A – SAMPLE ADVERTISING APPROVAL FORM



Advertising Authorization Form

Type of Advertisement		Location	
<input type="checkbox"/>	Banner / Adhesive Signage	<input type="checkbox"/>	Hall Stadium _____
<input type="checkbox"/>	Scoreboard	<input type="checkbox"/>	Mercer Stadium _____
<input type="checkbox"/>	Flag	<input type="checkbox"/>	Hopson Field House _____
<input type="checkbox"/>	Website	<input type="checkbox"/>	Wheeler Field House _____
<input type="checkbox"/>	Print	<input type="checkbox"/>	Bus _____
<input type="checkbox"/>	Announcement	<input type="checkbox"/>	Campus Stadium _____
<input type="checkbox"/>	Audio Commercial	<input type="checkbox"/>	Campus Gym _____
<input type="checkbox"/>	Event / Give-away	<input type="checkbox"/>	Website (Home Student Community) _____
<input type="checkbox"/>	Other _____	<input type="checkbox"/>	District publication _____
<input type="checkbox"/>	On-Deck Circle	<input type="checkbox"/>	HS Baseball / Softball _____
		<input type="checkbox"/>	Tennis Court _____

Company Name _____

Contract Dates _____

Request Received By: Genyne Vinson Date: _____

Complies with Board Policy Yes No

NOTES: Please see attached artwork.

Sizes: Fence 8'x4' or 6'x2.5'

Gym 6'x2.5'

Bus In accordance with TAC

Scoreboards vary based on built in space available

Magazine

Recommend for approval: Approved Denied

 Signature Date
 Genyne Vinson
 Interim Assistant Director of Enterprise Funds

 Signature Date
 Dr. Charles Dupre
 Superintendent

EXHIBIT B – SAMPLE ADVERTISING MENU



A La Carte Opportunities

Available at both stadiums unless otherwise noted.
Price does not include set-up fees.

OPPORTUNITY	PRICE	DESCRIPTION
1 Beam under Scoreboard	\$25,000	Below Scoreboard, 2 available. 32'L x 6-8'W
Field House Sponsor (2)	\$17,500	Field House plaque at both stadiums
Stadium Light Signage	\$15,000/pair	Behind stands
Press Box	\$10,000	One large sign
Official Preferred Partners	\$10,000	Listed on website as such Fence signage at both stadiums Listed with logos on all publications Photo op with Superintendent Dupre
Field House Scoreboard	\$10,000	Mercer: 8'L x 4'W. Two available Hall: 1 available under screen
Concession Signage	\$10,000/sign	8 signs at Mercer Stadium (4 geo sides 4 additional)
	\$7,500	4 @ Hall Stadium
Timeout Sponsor	\$5,000	up to 12 announcements per game 3 per team per half
Proud Military Moment	\$5,000	One 15 sec announcement per game w/logo
Plaza Sponsorship (2)	\$5,000 each	Inside entryway, signage, giveaways, games
Entry Sponsorship (2)	\$5,000 each	Signage, giveaways, games
Marquee	\$5,000 per school	Company name on individual school marquee of your choice
Audio Commercial with logo	\$3,500	One at every game
Goal Post Pad Covers	\$3,000	Single letter wide
Field Triangles @ end zones	\$2,500	9'L x 3'W
25-second Clock	\$2,500	Ad above clock. 4'L x 2'W
A Power Move	\$2,500	Two per game with logo
Weekly Standings	\$2,500	Logo as standings displayed on scoreboard
1st -4th Quarter Sponsors	\$2,500 each	4 per game
Trash Cans	\$2,500	How many trash cans at stadium?
TV Deck Sign	\$2,500	Size TBD
Golf Cart Signage	\$1,500	One per cart on hood
Fence Signs	\$1,200 - \$1,500	WC says no place for signs at Mercer
Event Nights	\$500/night	1 chair and 1 table per game
Parking Lot Flags	TBD	How many?
Chair Backs displaying logo	TBD	\$50,000 for 1,200 chair backs
Baseball Field, Natatorium & Basketball Court Opportunities Also Available		
DISTRICT PARTNERSHIPS		
Library Partner	\$1,500 each	Sign in library
ONLINE/DIGITAL OPPORTUNITIES		
Website ads	\$25,000/year	Official Preferred Partners; 5 available on Homepage; Hyperlink to business
Electronic Newsletter ads	\$1,000	sizes



EXHIBIT C – REVENUE SHARE TRANSFER FORM

Enterprise Revenue - Share Transfer Form													
						<input type="checkbox"/> Sponsorship							<input type="checkbox"/> Installed Advertisement
From:													
	712	61	6499	SP	999	201	99	275	\$				
	712	61	6499	AD	999	201	99	275	\$				
	712	61	6499		999	201	99	275	\$				
	712	61	6499		999	201	99	275	\$				
	712	61	6499		999	201	99	275	\$				
Total:										0			
To:													
	Campus Athletic Activity Fund (461)								\$	For:			
	Campus Principal Activity Fund (461)								\$	For:			
	Department Activity Fund (4) Transporation								\$	For:			
	Athletics								\$	For:			
	Facilities Maintenance								\$	For:			
	Child Nutrition								\$	For:			
	Central Warehouse								\$	For:			
Total:										0			
										Director of Enterprise Funds - Approved			
										Date			

EXHIBIT D – SAMPLE ADVERTISING AGREEMENT TEMPLATE

ADVERTISING RIGHTS AGREEMENT TEMPLATE

THIS AGREEMENT is entered into on this ___ day of _____, _____, by and between _____, with offices located at _____ (“Company”) and the FORT BEND INDEPENDENT SCHOOL DISTRICT with offices located at 16431 LEXINGTON BLVD., SUGAR LAND, TX 77479 (“Operator”), for signage and advertising rights at the **Hall Stadium** a multi-purpose facilities (“Facility”).

Subject to the terms and conditions set forth below, Company and Operator agree to the grant of certain advertising and miscellaneous opportunities as more fully described in Exhibit A, which is attached and incorporated as a part of this Agreement.

1. Grant

- a. Subject to the terms and conditions set forth below, the Operator grants to Company the right to advertise and or promote the Company's products and/or services in the Facility in the manner set forth in Exhibit A.
- b. All signage copy and art work shall be provided by Company, and approved by Operator no later than seven (7) business days before the advertisement is to be displayed. If requested by Operator because of the nature of an event, Company understands that its signage or advertising materials may not be displayed or may be covered for such events with no adjustment in the FEE.
- c. All signage, advertising or promotions in connections with this Agreement shall be professionally designed, tastefully and aesthetically suitable for presentation, in harmony with the interior decor of the Facility and not in conflict with the public image of the Facility or Fort Bend ISD.

2. Operator's Obligations.

- a. Operator shall maintain (i) signage containing the advertising described in Exhibit A and (ii) all supporting structures housing such signage, to be displayed at events held at the facility, all subject to ordinary wear and tear, casualty, events of force majeure, and the terms of this Agreement. If damaged, destroyed or stolen (other than as a result of an act of omission of Company), the Operator shall pay the reasonable cost of replacing or repairing the signage.

3. Company's Obligations.

- a. Company shall bear the cost of (i) obtaining and installing any additional or replacement signage and (ii) repainting the signage, except as provided in Sections 2(a) above.
- b. In consideration of the mutual covenants contained in this Agreement, the Company shall, without demand, offset or deduction, pay the Operator the sum of **two thousand, five hundred dollars (\$2,500)** (the “Fee”), which amount shall be paid within 30 days of the date the contract commences.

4. Term and Renewal.
 - a. The term of this Agreement shall commence on _____ and remain in full force and effect until _____, unless otherwise terminated in accordance with the provisions of this agreement (“Term”).

5. Default. Either party shall be deemed in default if:
 - a. It is insolvent or makes a general assignment for the benefit of creditors, in adjudicated bankrupt or files a voluntary petition in bankruptcy or for reorganizations, immediately upon the occurrence of any such event.

 - b. It breaches a monetary obligation set forth in this Agreement and such breach is not cured within forty-five (45) days after written notice from the non-breaching party, and/or it fails to perform or observe any non-monetary obligations of this Agreement and such failure has not been cured within thirty (30) days after the defaulting party receives written notice from the other party.

6. Termination.
 - a. Upon the default of either party, as defined in Paragraph 5, the party not in default may at its option elect to terminate this Agreement by serving written notice on the defaulting party of its intention to do so.

 - b. In the event that the Agreement is terminated by Company following a default by the Operator, the Operator shall then allow Company to either remove its signs or cover the advertising copy thereon, and without prejudice to any other remedies under law or equity which Company may have, Operators shall immediately refund to Company a prorated portion of the Fee. The proration shall be based on the number of scheduled events remaining in the Agreement year after the date of termination multiplied by an amount equal to the Fee divided by the total number of scheduled events for the Agreement year.

 - c. In the event that the Agreement is terminated by Operator following a default by Company, Operator shall be entitled to all rights and remedies available against Company, including, but no limited to, the rights to the Fee due through the remainder of the Term. In no event shall Operator be liable for consequential damages on account of a default by Operator hereunder.

7. Indemnification.
 - a. To the fullest extent permitted by law, Company shall indemnify and hold harmless Operator and each of its trustees and employees from and against all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for injury or damages arising out of the performance of this Agreement (collectively, “Claim”) to the extent the Claim arises from the negligence, willful act, breach of contract or violation of law by Contractor, its employees, contractors or subcontractors.

 - b. To the extent permitted by law, Company shall indemnify and hold harmless Operator and each of its trustees and employees from and against all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for injury or damages

arising out of the performance of this Agreement (collectively, "Claim") to the extent the Claim arises from the negligence, willful act, breach of contract or violation of law by Contractor, its employees, contractors or subcontractors. The preceding sentence shall not be applicable to any loss or damage caused by the negligence or willful acts of Company. Company agrees to give Operator prompt notice of any claim or suit coming within the purview of this indemnity and Company shall furnish Operator with all relevant facts in its possession or under its control and cooperate fully with Operator in its defense of any such actions.

8. Relationship of the Parties.

All operations by each party under the terms of this Agreement shall be carried on by it as an independent contractor and not as an agent for the other.

9. Nature of Agreement.

The parties understand and acknowledge that this Agreement is solely for the purchase of advertising and promotional rights and nothing contained within or in the negotiations preceding it shall (a) require the purchase of any products and/or services by any person, including without limitations, its customers and/or concessionaires, or (b) prevent, deter, hinder or restrict in any way the rights of any such persons to purchase or not purchase any products and/or services which they choose.

10. Assignment.

Operator and Company may not assign any of their rights or obligations under this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld; provided however Operator may assign this Agreement to any successor entity that manages the Facilities without Company's prior written consent and Company may assign this Agreement to any of its affiliated companies without Operator's prior written consent.

11. Governing Law.

This Agreement shall be governed by the laws of the State of Texas without regard to choice of law principles. In the event of any suit or action arising from this Agreement, the Parties consent to jurisdiction of the courts in Fort Bend County, Texas.

12. Entire Agreement; Amendment.

This Agreement, with any attached Exhibits, constitutes the final and complete understanding of the parties regarding the subject matter. This Agreement may not be amended or modified except by a subsequent written instrument evidencing the express consent of each of the parties, duly executed by the parties.

13. Waiver.

The failure of either party to insist in any instance upon the strict performance of any provision of their Agreement or to exercise any election contained in this Agreement shall not be construed as a waiver or relinquishment for the future of such provisions or election. No waiver or modification by any party shall have been deemed to have been made unless expressed in writing by such party.

14. All Other Rights of Operator Reserved.

Except for the specific rights granted to Company under this Agreement all other rights and

interest are expressly reserved to the Operator.

15. Warranties by Company. Company represents and warrants that

- a. Company is duly organized and validly existing legal entity with the authority to enter into this Agreement and perform the obligations contained within; and
- b. All materials furnished by Company (including, but not limited to, all photographs, art work, trademarks and text) will not violate any rights of others and shall comply with all federal and state law, including but not limited to copyright and trademark protections, and Fort Bend ISD Board Policy.

16. Force Majeure.

No party shall be liable for failure or other delay in performance of their respective obligations under this Agreement to the extent that such failure or delay is due to circumstances beyond their reasonable control, including, without limitation, acts of God, act of public enemy, fires, floods, war, civil disturbance, sabotage, accidents, insurrections, blockade, embargoes, storms, explosions, strikes, lock-outs, labor disputes and/or act of any governmental or quasigovernmental authority nor shall any such failure or delay give the other party the right to terminate this Agreement ; provided, however, the provisions of this Paragraph shall not be applicable with regard to excusing monetary obligations payable to any parties pursuant to this Agreement. Each party shall use its best efforts to minimize the duration and consequences of any failure of or delay in performance resulting from such act of force Majeure, and each party shall cooperate in good faith such that the rights and obligations of the parties may be fulfilled by rescheduling, substitution, alternate performance or similar means.

17. Conflict of Interest Disclosure.

Prior to and as a condition of doing business with FBISD, Company shall complete a Conflict of Interest Disclosure Form, attached as Exhibit C and incorporated by reference, and shall disclose any business relationship, past or present, with a sitting Board member or FBISD employee. Failure to disclose the existence of any such relationship may be grounds for termination of this Agreement.

18. Felony Conviction Notice.

Texas Education Code 44.034(a), Notification of Criminal History states, “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” This notice is not required of a publicly-held corporation. If notice is required of Company, then Company shall complete a Felony Certification Form, attached as Exhibit D and incorporated by reference.

19. Contractor Certification.

Company shall complete the “Contractor Certification” regarding the criminal history of covered employees, attached as Exhibit Band incorporated by reference. Noncompliance or misrepresentation regarding this certification may be grounds for termination of this Agreement.

20. Grant of License.

Company shall retain all right, title, and interest in any and all insignia, packaging design, and finished artwork furnished to Operator pursuant to this Agreement. Company grants to Operator for the term of this Agreement a revocable, limited, and non-exclusive and nontransferable license to use proper Company corporate identification in the form of signage, advertising, and promotions provide by the Company to the Operator pursuant to this Agreement. Except as expressly provided in this Agreement, no licenses under any patents, copyrights, trademarks, trade secrets or any other intellectual property, express or implied, are granted by Company to Operator. Operator agrees that it will only use the Company's signage, advertising, and promotions pursuant to the terms of this Agreement.

Operator shall promptly discontinue any use of Company's signage, advertising and promotions upon termination of this Agreement. Operator agrees not to issue or release for publication any article or advertising or publicity matter relating to this Agreement or mentioning or implying the name _____ or its subsidiaries, affiliates, officers, directors or employees unless written consent is granted by Company. Operator acknowledges and agrees the Company's Marks are valid marks, are the exclusive property of Company and all use thereof by Operator shall inure to the benefit of Company. Operator further agrees that this Agreement does not confer any right of Operator to grant sublicenses or assign Company's Marks.

Upon termination of the this Agreement or if otherwise requested by Company, Operator shall destroy all material, advertising or collateral which include any mark and which remain in Operator's possession.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"Operator"

Fort Bend Independent School District

By: _____

Name: Charles Dupre

Title: Superintendent

Date: _____

"Company"

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Company shall be entitled to:

1. Promotion of five “_____ Challenge Nights” by way of PA announcement;
2. Display two 3x36 facade banners (one on each side of stadium);

Operator shall be entitled to the following:

1. Two thousand, five hundred dollar (\$2,500) lump sum payment;
2. Press Box meals for coaches and staff at five games;
3. 15% net sales from five _____ FBISD Spirit Nights to athletics scholarship

SIGNAGE DESCRIPTION:

SAMPLE: 3X36 FAÇADE



EXHIBIT B
Contractor Certification

Definitions:

Covered employees: Employees who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ (“Contractor”), I certify that
[check one]:

Contractor has no employees; Contractor provides services to the District as an individual and has or will have direct contact with students. Contractor certifies that Contractor does not have a disqualifying criminal history.

Or

None of Contractor’s employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor’s employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Contractor’s employee are *covered employees*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a disqualifying criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contractor agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract

termination.

Signature

Date

EXHIBIT C

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.		OFFICE USE ONLY
<p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		Date Received
1	Name of person who has a business relationship with local governmental entity.	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.	
3	<p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	

Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

**EXHIBIT D
FELONY CONVICTION NOTICE**

I, the undersigned Contractor or agent for the firm named above, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge. **The Contractor must complete the following information in accordance with state law.**

Please sign only one:

- A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Contractor _____ Date _____

OR

- B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Contractor: _____ Date: _____

OR

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____ Date: _____
(attach additional sheet if necessary)

Details of Conviction(s):

(attach additional sheet if necessary)

Signature of Contractor: _____ Date: _____

EXHIBIT E – Enterprise Funds Program Update Sample Memo



MEMORANDUM Business and Finance Department

TO: Charles E. Dupre
Superintendent of Schools

FROM: Steven Bassett
Chief Financial Officer

Brenda Essenburg
Director of Enterprise Funds

DATE: September 11, 2018

SUBJECT: Enterprise Funds Program Update - 2018

Rationale:

District Goal 3 is to provide a supportive climate and a safe learning/working environment. The establishment of the Enterprise Funds Department supports this goal by aligning efforts to maximize and protect the District's assets – maintaining and sustaining a positive culture and climate and effective relationships among all stakeholders.

Background:

The Fiscal and Budgetary Strategy presented by the CFO in August 2015 identified new components to ensure that the District pursues full utilization of its assets to include trademarks, facility rentals, real estate, advertising and collection of delinquent accounts receivable. The Enterprise Funds Department was tasked with this responsibility, together with assisting with the expansion of the Extended Learning program, increasing concession revenue opportunities, increasing printing services revenue opportunities, obtaining sponsorships and partnerships for targeted projects, implementing an Employee Appreciation Program, and improving District fundraiser activities.

Progress:

Since the Department's inception in May 2015, many efforts have been directed toward pursuing full utilization of District assets and maximizing revenues. Below are some of the highlights from FY 2018.

Facility Rentals:

- The District has continued its efforts to allow external use of its facilities in a manner that best serves the needs of the District community, within the laws, rules and regulations that govern the operation of a public independent school district. This year, 2018, was particularly challenging due to damage from Hurricane Harvey, various facility projects that were in progress,

and changes in Department staffing. However, we were still able to host several events throughout the year. The chart below highlights some of the larger events held in 2018.

Event	Location	Attendance	Comments
AAU Gulf Coast Junior Olympic Track Meet	Hall Stadium	4,000+	
Ridge Point High School Fall Band Competition	Hall Stadium	25 area 5A/6A Bands	\$10K raised for Campus Booster Club
Project Smiles	Hall Stadium	452 students	Event provided free dental services valued at \$62,072
Boy Scouts of America Thunder Wolf District Day Camp	Elkins High School	555 boy scouts attended	
City of Missouri City Summer Camp	Quail Valley Elementary	80+ kids over 7 weekly sessions	
Wharton Jr. College – Kids College	Sartartia Middle School	Over 120 classes offered	

Additional Lease/Facilities Activities:

- The District executed one long-term real estate lease
 - Baker-Ripley (\$41,280 annually)
- The T-Mobile cell tower at Elkins HS was completed and locked into a monthly rental rate of \$2,000 with a 2 percent increase on an annual basis. This assures the District an additional \$24,000 in revenues annually.
- Negotiations for three additional cell tower leases are ongoing and will be brought forward for Board approval. The three leases combined could potentially increase revenue by \$72,000 annually.
- Implementation is ongoing of a module of the School Dude reservation application that will permit the public to reserve facilities online. This module, when completed, will replace the current paper agreement that must be handwritten and faxed to the various departments for approval. This module, provided at no additional expense to the District, will provide an online calendar view of reservations by campus.
- Implementation is complete of a new, automated registration process for food trucks that enables vendors to apply and pay the \$50 registration fee online. There are currently 15 approved food trucks available to participate at our campus and District events. This process, developed in conjunction with our municipalities, ensures full compliance with all ordinances and is easy for staff to use.

Advertising:

- Steep Creek Media has assisted the District with launching the advertising program. After working with several District departments and the firm, marketing materials were finalized and sales are in progress. New ad space implementations in 2018 were:
 - Magazine Ads
 - District Website Ads
- Steep Creek Media began ad sales in mid-June of 2016 and has been able to place many ads on our buses, stadium scoreboards and baseball fields.

Sponsorships:

- Communication between the Athletics Department and the Coca Cola representatives has continued in order to obtain the sideline kits agreed upon as part of the beverage contract with the District.

EdConnect:

- To support an employee appreciation program, Enterprise Funds launched an internal webpage as a place where the community can advertise special offers available to FBISD employees. Companies such as Costco, Grand Mission Dentistry, Center Stage Gallery, Dentists of Fort Bend, Edgewater Dental, Huntington Learning Center-Missouri City, and Half-Priced Books have paid the District a \$75 annual fee to participate in this program.

Collections – Delinquent Account Receivables:

- Enterprise Funds developed and implemented an internal process for collecting past due accounts for fees to include, but not limited to, facility rentals, Extended Learning after-school program tuition, Child Nutrition meals, employee overpayments, and school club dues/trips.
- The District contracted with Universal Fidelity in 2016 to assist the District with the collection of past due accounts. Enterprise Funds worked closely with the departments, Community Relations, and IT to implement the process. The combined efforts of the team have reduced the negative balances substantially since March 2016.
- Enterprise Funds has supported the CFO and Child Nutrition Department with efforts to maximize the free and reduced opportunities for our students through the sponsoring of campus Open House spaghetti dinners.

Fundraisers:

- The Enterprise Funds Department conducted a vendor fair in conjunction with the annual Business and Finance PTO/Booster Club Conference on August 4, 2018. This event provided our PTO/Booster Clubs with an opportunity to meet vendors that facilitate fundraiser activities – giving them new ideas that could raise additional funds to support the students and campuses. This event has been successful each year as we effectively worked to partner the vendors with the fundraising teams. The fee for vendor participation was \$100/booth, with 20 booths available.
- We have implemented the Yokel Scholastic Network program that advertises Higher Education opportunities. Colleges and Universities pay the District, by way of Yokel, to advertise their campuses and programs to our students, i.e. TSTC, University of Houston, US Army, etc. Enterprise Funds purchased monitors that have been installed on each High School campus in a prominent location designated by the Principals and IT staff. This program will not only provide additional revenue to the District, but will also expose the District's students to higher education opportunities they may not have been aware of otherwise.

We are pleased to share these highlights with you and the Board, and we look forward to continuing our efforts to pursue full utilization of District assets by maximizing revenues.

Revenue Summary:

	2014-15	2015-16	2016-17	2017-18*
Enterprise Funds	(43,875)	366,589	1,286,677	1,096,722
CND Negative Balance	(319,851)	(320,779)	(49,235)	(38,202)

**2018 rental revenues recognized a decline due to the closures related to Harvey and Bond projects. We also lost one major client because they were finally able to purchase their own building resulting in an annual loss in revenue of \$72k.*