

GLENBROOK HIGH SCHOOLS
Office of the Superintendent
Glenview - Northbrook, Illinois

Agenda Item #13

To: Board of Education

From: Mike Riggle

Re: Corporate Sponsorship and Advertising

Date: February 4, 2010

At the February 8 meeting, I would like the board to spend a little time discussing their thoughts regarding corporate sponsorship and advertising as a source of revenue for the district. This topic was raised on several occasions prior to the November 6 referendum, but no real conclusions were reached and no policy was formulated regarding corporate sponsorship. We now have several groups including the Glenbrook Education Foundation that either actively raise funds or plan to raise funds for the district and they are seeking more clearly defined parameters for their fundraising efforts. They view their overall success as partially dependent on corporate sponsorship and advertising. Here are some basic thoughts about what currently exists within the district along with some areas of possible expansion.

1. Fundraising by School Groups

The schools have conducted fundraising for years and it is controlled primarily by the building administration. The assistant principals for student activities work to coordinate fundraising efforts and give basic approval. The principals step in if there are any concerns with the nature of the fundraising activity or advertising. The system works well and I would not change it.

2. Publication Advertising

Advertisements are sold in a large number of our school publications to help subsidize the cost of the publications. The publication sponsors or sponsor of the activity serve as the first line of approval. Any questionable advertisements are referred to the assistant principal for student activities or the principal. The system works well and I would not change it.

3. Visible Advertising in the School Setting

Advertising within the school building are limited to school groups and vendors with a district contract (Pepsi or Quest). A bulletin board is maintained in a public area at each school for public groups outside the school. Fliers from activities outside our schools that would be of interest or a possible opportunity for our students are normally posted by the schools at these locations. The rules for dissemination of information by students is outlined in the Students Rights and Responsibilities section of the Student Handbook. We try to keep the academic environment free from commercial advertising. I am strongly opposed to advertising within the classroom since it is a closed environment.

4. Solicitation

Solicitation by students and staff is outlined in board policy #6050 (see attached). Vendors who seek to sell 403(b) plans or provide financial assistance to our employees must be pre-approved by the assistant superintendent of business affairs (see board policy and procedures #4070). These policies have served the district well and should be continued. Please see the article regarding Oak Lawn and access to booksale for advertising by vendors.

5. Teacher Mailboxes

These are used for official school business, GEA business and U.S. Postal Service only. All other promotional materials and advertising must be approved by the principal.

6. Outdoor Signage

The schools have not engaged in outdoor signage for advertising purposes. The basic philosophy of the administration has been to avoid outside advertising by non-school groups although there is no policy that disallows it. Schools must be careful that any advertising of this type be in keeping with the purpose and mission of the district, be non-political and maintain a separation between church and state. The district should develop a more clearly defined policy before engaging in this type of fundraising. The policy should outline the process of approval and include a mechanism of appeal. The type of signage allowed and acceptable locations should be outlined in the policy, as well as a mechanism to set parameters on revenue and duration. Responsibilities for approval should remain with the principals and appeals should come to the superintendent and finally to the board of education.

7. Naming Rights

Several buildings or areas have been officially commemorated by both GBN and GBS. These have been done by official action of the board under board policy 5040 (see attached). The policy should be expanded to allow the board to consider naming rights for any aspect of the school facilities on an individual basis. I am not a proponent of naming rights since our facilities have been developed and maintained by public tax dollars. However, temporary naming rights might be considered. Please read the basics for the agreement between District #128 and the Rustoleum Corporation.

BOARD POLICY: SOLICITATIONS BY STAFF AND STUDENTS

6050

It is the policy of the Board of Education of District #225 that individual staff members, students, or other persons shall not promote or engage in the sale of equipment, materials, supplies, services, travel, or other goods or services while on school premises without the permission of the principal.

Approved: February 5, 1973 (Item #4699)
Revised: January 14, 1985 (Item #8642)
Revised: August 21, 2000

BOARD POLICY: TAX SHELTERED ANNUITIES

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Section A - Authorization to Purchase Annuities

1. The Board of Education of District #225 shall make tax sheltered annuity (TSA) plans available to the staff through payroll deductions. TSA policies meeting the tax sheltered provisions of the Internal Revenue Service may be offered including fixed and variable plans.
2. The assistant superintendent for business affairs, or designee, will act as the Board's representative in all matters dealing with TSAs sold to Glenbrook employees through the school district, signing all applications for group policies, reviewing literature to be distributed, and maintaining copies of all master contracts and agreements.
3. No company will be approved by the assistant superintendent for business affairs unless at least five employees have contracted for TSA participation with that company, and that company has completed and signed the "Investment Provider Service Agreement for 403(B) Retirement Programs (Non-ERISA)" form.
4. Any company doing business in the District may be dropped by the assistant superintendent for business affairs should the participation with the company become inactive for a period of 12 months or more.
5. Failure on the part of any company and/or agent to comply with this policy will be sufficient grounds for denying further sales to Glenbrook employees.

Section B - Approval of Salary Reduction Agreements

All employees entering into a Salary Reduction Agreement must have on file in the District Business Office the Glenbrook Salary Reduction Agreement for 403(B) Programs form before the election will become effective:

1. Employees who wish to use special "catch-up elections" to contribute more than the basic salary deferral for the year must provide a vendor, financial, tax or legal counsel form which shows the maximum exclusion allowance (MEA) calculation for the tax year.

BOARD POLICY: TAX SHELTERED ANNUITIES

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Section C - Changes to Salary Reduction Agreements

1. Employees may change their reduction agreement once every six months. Specifically, one change can be made from January through June, and one change can be made from July through December. Initiating or terminating a salary reduction agreement is considered to be a change. Agreements may be terminated at any time.

Section D - Contact Between Employees and Insurance Agents

1. Only companies receiving approval of the assistant superintendent for business affairs may make printed TSA literature available to Glenbrook employees on campus. The literature may not contain any statement which indicates that the Board of Education or the administration recommends the plan.
2. Once contacted by a Glenbrook employee, an agent of the company may meet the employee at school to discuss policy provisions. An agent may also meet the employee at school to have papers signed. In either event, agents will not be allowed to remain on school premises to solicit business from other employees.
3. Employees' addresses and/or telephone numbers will not be provided to company's agents.
4. Initial contact with the agent must be made by the employee or the assistant superintendent for business or designee.

Section E - Periodic Statements

The employee shall be responsible for requesting periodic statements from the company and for verifying the accuracy of the statements.

Approved: February 2, 1976 (Item #5676)
Revised: November 19, 1984
Revised: January 25, 1993
Revised: February 9, 1998
Revised: February 28, 2000
Revised: July 13, 2009

PROCEDURES FOR IMPLEMENTING BOARD POLICY: TAX SHELTERED ANNUITIES 4070

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Section A

The assistant superintendent for business affairs, or designee, will act as the Board's representative in all matters dealing with tax sheltered annuities (TSA) sold to Glenbrook employees through the school district. As such, the assistant superintendent for business affairs, or designee, will sign all applications, review literature to be distributed, and maintain copies of all master contracts and agreements.

Section B

Each company and each agent must comply with the following regulations. Failure to comply with any of these regulations will be sufficient grounds for denying sales to Glenbrook employees.

1. Procedure for Agent and/or Company Approval

- 1) All agents must have on file in the District Office or with a designated third party administrator, a master group policy or a copy of the individual policy to be issued to Glenbrook employees. All insurance companies selling TSA policies to Glenbrook employees must have on file in the District Business Office or with a designated third party administrator, a completed tax sheltered annuities insurance company agreement form containing the Board approved Investment Provider Service Agreement for 403(B) Retirement Programs (Non-ERISA). The assistant superintendent for business affairs, or designee, will not sign an application for a TSA nor will monies be released until the required policies and the completed forms have been returned by the company.
- 2) Employee names, addresses, and telephone numbers will not be provided to insurance agents by school staff.
- 3) Printed TSA literature provided by insurance agents will be made available for review by Glenbrook employees by placing it in employee areas in the schools or via electronic transmission. A sample of the information to be distributed must be provided to the assistant superintendent for business affairs, or designee, for review. The literature may not indicate that the Board of Education or the administration recommends the plan to the employees. Once approved, packets of literature may be delivered to the District Business Office. The literature will be placed in the schools for all employees to take home and review, or made available via electronic transmission.

2. Contact with Employees

- 1) Initial contact with employees may be made through printed literature, by reference from other employees, or by outside contact by the agent.
- 2) Once contacted by a Glenbrook employee, an agent may then meet with the employee at school to discuss the TSA plan offered. Agents may also meet an employee at school to have papers signed. **IN EITHER EVENT AGENTS WILL NOT BE ALLOWED TO REMAIN ON SCHOOL PREMISES TO SOLICIT BUSINESS FROM OTHER EMPLOYEES.**

3. Procedure for Enrolling Employees in TSA

- 1) When an employee has decided to enroll in a TSA plan, the agent must have the employee complete the Salary Reduction Agreement for 403(B) Programs form (see attached).
- 2) When completed and signed by the employee and agent, the Salary Reduction Agreement for 403(B) Programs form, must be forwarded to the assistant superintendent for business affairs, or designee, for signature.
- 3) TSA agreements completed, signed and received the first of the month will produce a salary deduction for that month. Agreements completed, signed and received after the first of the month will produce a payroll deduction from the next month's paycheck. If an employee requests to contribute \$10,000 or more, or use special catch-up provisions allowed under IRS code, a Maximum Exclusion Allowance (MEA) calculation may be required.
- 4) Monies will be dispersed to companies from the District Business Office only upon receipt of proper billings from the insurance company.
- 5) Changes in the amount of the TSA are to be handled in exactly the same manner as new TSA agreements.
- 6) The employee shall be responsible for requesting periodic statements from the insurance company reflecting payments made by the school district. The employee shall also be responsible for verifying the accuracy of the statements. An employee having a question about the statement should immediately contact the agent. If the question cannot be resolved by contacting the agent, the employee should contact the District Business Office or designated third party administrator for assistance.

Revised: November 19, 1984

Revised: January 25, 1993

Revised: February 9, 1998

Revised: July 13, 2009

**Glenbrook Salary Reduction Agreement for 403(b) Programs
 (Effective July 1, 2009)**

Salary Reduction Agreement	
403(b) Programs	
403(b) <input type="checkbox"/>	ROTH <input type="checkbox"/>

**Glenbrook High School District 225
 1835 Landwehr Road
 Glenview, IL 60026**

Part 1. Employee Information

Name _____
 Social Security # _____
 Address _____

Part 2. Contribution Information *(Fill in all that apply)* Salary reduction changes must be made in allowance with Board Policy 4070, Section C.

- Initiate new salary reduction. Please deduct the amount of \$ _____ per pay.
- Change salary reduction. This is notification to change the amount of my TSA salary reduction from \$ _____ to \$ _____ per pay.
- Change Service Provider. This is notification to change my Service Provider (indicate amounts in Part 3) from _____ to _____.
- Discontinue salary reduction. Please discontinue my TSA salary reduction with the following Service Provider: _____
- I am contributing more than \$16,500. (Check one or both.)
 - I am contributing \$ _____ (Maximum \$3,000) under the 15 year service election. (An MEA is required).
 - I am contributing \$ _____ (Maximum \$5,500) under the age 50 and older catch-up election.

Age at end of current tax year: _____

Employees must submit a new salary reduction agreement each year they are utilizing a "catch-up" provision.

Part 3. Funding Vehicle & Amount of PRE-TAX Salary Contributions to a Traditional 403(b):

\$ of Compensation per Pay Period	Service Provider
1.	
2.	

Funding Vehicle & Amount of AFTER-TAX Salary Contributions to a Roth 403 (b):

\$ of Compensation per Pay Period	Service Provider
1.	
2.	

Part 4. Agreement

By signing this Agreement, Employee agrees to modify his/her salary as indicated above and Employer agrees to contribute this amount on Employee's behalf into the 403(b) annuity(ies) or custodial account(s) selected by Employee. It is intended that the requirements of all applicable state and federal tax rules and regulations (Applicable Law) will be met. The Employee understands and agrees that this Agreement:

1. Is legally binding and irrevocable with respect to amounts paid or available while it is in effect;
2. May be terminated at any time for amounts not yet paid or available, and that a termination request is permanent and remains in effect until a new salary reduction agreement is submitted;
3. Is effective only for amounts not yet earned or made available in accordance with the Employer's administrative procedures.

Employee further agrees that:

He/she is responsible for determining that his/her salary reduction amount does not exceed the limits of the Applicable Law;

He/she is responsible for the accuracy of the information provided by Employee, which is used in determining Employee's maximum annual contribution limit; and

Employer has no liability for any losses suffered by Employee that result from his/her participation in the 403(b) program.

Employee acknowledges that Employer has made no representation to Employee regarding the advisability, appropriateness or tax consequences of the purchase of the 403(b) program. Nothing herein shall affect the terms of employment between

PROCEDURES FOR IMPLEMENTING BOARD POLICY: TAX SHELTERED ANNUITIES

Employer and Employee. This agreement supersedes all prior salary reduction agreements and shall automatically terminate if your employment with the Employer is terminated.

Important Information

1. Employer does not choose the annuity contract(s) or custodial account(s) in which contributions are invested.
2. Employees are responsible for setting up and signing the legal documents to establish the annuity contract or custodial account. However, in certain group annuity contracts, Employer may be required to establish the contract.
3. In order to receive the expected tax results, Employees are responsible for investing in annuity contracts or custodial accounts that meet the requirements of Section 403(b) of the Internal Revenue Code.
4. Employees are responsible for naming a death beneficiary under the 403(b) program. This is normally done at the time the annuity contract or custodial account is established. Beneficiary designations should be reviewed periodically.
5. Employees are responsible for all distributions and any other transactions with their service provider. All rights under the annuity contracts or custodial accounts are enforceable solely by Employee, Employee beneficiary or Employee's authorized representative. Employee must work directly with the service provider to transfer contract(s) or custodial account(s) to another approved service provider, begin distributions, make loans, or otherwise access 403(b) program assets.
6. Employees are responsible for determining that salary reductions do not exceed the allowable contribution limits under Applicable Law. References herein to elective deferral limits are based on the 2007 limit. Limits should be checked each year for the scheduled increases through 2006; after which they will be indexed in \$500 increments.

Read Before You Sign:

By signing this Agreement, you are declaring that the amount you have elected to have withheld is no greater than 100% of your includible compensation and, excluding a catch-up election, is equal to or less than \$16,500. If selected in Part 2 above, you are declaring that you are eligible for one of the catch-up elections as indicated. You are accepting full responsibility for the amount you have elected to have withheld from your salary and contributed to a 403(b) arrangement.

You are further declaring that you have not received a Hardship Distribution from a Plan of this Employer within the last six months and agree to provide notification to Employer prior to initiating a request, if you plan to elect a Hardship Distribution during the term of this agreement.

Part 5. Employee Signature

I certify that I have read this complete Agreement and that my salary reductions do not exceed contribution limits as determined by Applicable Law. I also certify that I am eligible for the catch-up election(s), if selected, under Part 2 above. I understand my responsibilities as an Employee under the 403(b) program, and I request Employer to take the action specified in this Agreement. I understand that all rights under the annuity(s) or custodial accounts established by me under the 403(b) program are enforceable solely by me, my beneficiary or my authorized representative.

Employee Signature

Date

Part 6. Acknowledgment and Representation of Sales Agent/Representative

I hereby acknowledge my responsibility to comply with Employer's written directives regarding solicitation of Employees. I also acknowledge my responsibility to assist the Employee in determining the maximum contribution limits when required. I further acknowledge that it is my responsibility to comply with all regulations pertaining to 90-24 transfers.
(Please Print)

Sales Agent/Representative Name

Phone

Address

Signature

Date

Part 7. Employer Signature

Employer hereby agrees to this Salary Reduction Agreement.

Signature of Employer Representative

Title

Date



At Oak Lawn High School, Sherry Gozdzal (left), a 1984 graduate of the school, offers fliers on her Curves weight-loss sites. Tribune photo by John Smerchak

Firms take pitches to high school

But parents express mixed emotions about the sales strategies from area businesses

By Jo Napolitano
Tribune staff reporter

Parents who registered their children at Oak Lawn Community High School this week had to navigate their way through more than 400 feet of vendors—everything from Best Buy to T.G.I. Friday's—in order to add their children to the school's roster.

The unusual initiative—meant to generate money for student scholarships and grants for teachers—was met with both enthusiasm and scorn. While many parents said they were happy to learn more about area businesses, others said it was an unwelcome surprise.

A Standard Bank & Trust representative greeted one mother with a hard sell, telling her that if she opened an account there, the bank would give her \$75 and donate \$75 to a foundation to donate funds to students and teachers.

Kate O'Brien, visibly uncomfortable, walked away saying, "I'm sorry," as she shrugged off the offer.

"I find it annoying," she said, after making her way to the registration office. "It's a little overwhelming."

But Sandra Walker said she didn't mind taking a moment to listen to the sales pitches as she walked the long hallway en route to register her daughter.

"It was a surprise at first," she said. "It's nice to know that businesses in the community are reaching out to people who live in the community."

The event was organized by the Spartan Education Foundation, a group of current and former educators, businesspeople and local residents who want to make donations beneficial for schools and the businesses that support them, said Supt. James Briscoe, one of the foundation's board members.

Briscoe said he did not know how residents would react. But he feared that some might be put off.

"I suspected that some parents might not be happy about being a captured audience," he said. "My personal feeling is that it was worth a try."

He did not know how much money the event would generate. While some vendors have agreed to pay a set amount, others said they would match what parents and children promised to buy. He estimated it would bring in about \$7,000 to \$8,000.

Jim Russell, a spokesman for the Illinois Association of School Boards, said many public institutions are coming up with novel funding ideas in the face of state budget cuts.

"Schools, like any public body, are having to get very creative in the way they fund special events and even their day-to-day operations," he said. "We see that going on in Illinois and nationwide."

He had not, however, heard of any school taking the same approach as Oak Lawn.

Briscoe said he was not worried about overcommercialization in the public school system. After all, he said, it wasn't like the school sold the name of its football stadium.

"If you sell that, you're no longer a Spartan," he said. "You're selling off the identity."

Dave Weinert, a real estate agent with Century 21, said the program allowed him to have face time with local residents looking to buy or sell their home.

"They can walk right by us and ignore us," he said, sitting in a chair near a banner bearing his company's logo. "It's a pretty relaxed atmosphere."

But Pam Magee, an Oak Lawn mother registering her daughter Wednesday, said local businesses have numerous opportunities through radio, print ads and television spots to advertise their products. There's no need to encroach on the local schools, she said.

"It's a little too much," she said. "I don't like it. I came to pay my money, that's it."

jnapolitano@tribune.com

Glenbrook High School District #225

BOARD POLICY: COMMEMORATION OF FACILITIES

5040

Section A

It is the policy of the Board of Education of District #225 that facilities and grounds shall not be commemorated or named in honor of any employee, official, or other individual associated with the district, for a period of at least three years after the individual is no longer associated with the district.

Approved: November 14, 1988
Revised: February 28, 2000

Community Partnership Agreement

The purpose of this document is to serve as a foundation of the partnership agreement between the Rust-Oleum Corporation and Community High School District 128.

Rust-Oleum will:

1. Purchase the rights to name the Community High School District 128 athletic stadium field at Vernon Hills High School for \$100,000 for a term of twenty years with a check payable to Community High School District 128. This name is not transferable without approval of the School District.
2. Communicate the preferred corporate type font; provide logo artwork prior to placement of the Rust-Oleum name (and logo if desired) on the athletic stadium Press box and Front Gate. The signage will be pre-approved by Rust-Oleum and the District.
 - a. The Press box signage will encompass an area not exceeding 62 feet wide x 2 feet in height, with the lettering made of a raised anodized aluminum material on the Press box aluminum wall facing the stadium.
 - b. The Front Gate signage will be 18-24" in height x 30-36" in width made of an aluminum plaque material on the split-faced block and brick material, with placement on both sides of the gate positioned at eye level.
3. Provide a Protector Award trophy to be engraved annually with the name of the best VHHS offensive varsity lineman that will be positioned prominently in the schools trophy case in a space of 36" in height x 30" in width and 20" in depth. Should Rust-Oleum have an interest they could develop District-Approved signage of the "Protector" Award program for placement at Rust-Oleum field.
4. Donate the coating to be used on the athletic stadium field seats, and the metal fence that surrounds the stadium.
5. If interested, enhance the excitement of a VHHS football game through the use of customized Rust-Oleum premiums. Premiums utilized are subject to the prior approval of the District.
6. If interested, develop a workshop for potential Rust-Oleum customers with training and exhibits either as part of the Adult Education program – coordinated with the District Director of Community Education and approved by the District Administration and or within a temporary booth at games.
7. Become a unique partner of the school with the opportunity to enjoy the facilities and events in accordance with District policy and procedures.

8. Defend, indemnify and hold the District and its Board of Education, authorized agents, representatives and employees harmless against all claims, liabilities, damages and expenses (including expenses of litigation and reasonable attorneys' fees) asserted against or incurred by the District, arising in whole or in part, directly or indirectly, out of Rust-Oleum's activities hereunder, except for any such claims arising from the acts or omissions of District employees or authorized agents. Rust-Oleum's indemnity under this Agreement shall survive the Term if the events giving rise to indemnification occurred during the term.

Vernon Hills High School will:

1. Officially name the Community High School District 128 Athletic Stadium Field at Vernon Hills High School, Rust-Oleum Field, for a 20-year term. This name is not transferable without approval of the School District.
2. Produce the signage to District specifications and gain Rust-Oleum's approval prior to placement at the Press box and Front Gate.
3. Create a visible location within the school's trophy case for placement of the Protectors Award trophy.
4. VHHS currently has contracts for the installation of stadium seats, fences, and gates. It will have the seats and gates coated with Rust-Oleum materials if the contracts allow it to coat the seats and gates and specify a coating material, if specifying Rust-Oleum does not violate any statutory bidding requirements, it does not cost VHHS anything extra to do so, and it does not void or reduce any warranties for the seats and gates. VHHS will require future contractors to coat the stadium seats and gates with Rust-Oleum materials if the seats and gates require a coating, if specifying Rust-Oleum does not violate any statutory bidding requirements, the contract allows VHHS to specify a coating material, it will not cost VHHS anything extra to specify Rust-Oleum materials and doing so will not void or reduce any warranties.
5. Create a special time period during the game for the District-Approved premiums to be dispersed to the crowd, with a PA announcement promoting the Rust-Oleum partnership.
6. Develop either an Adult Education class in conjunction with the District Community Education Director or provide temporary space at the stadium for training and exhibits as approved by the District administration.
7. Work closely with the Rust-Oleum sales and marketing department to ensure access to the school plant, and sporting events in accordance with District policy and procedures.

8. **Defend, indemnify and hold Rust-Oleum and their authorized agents, representatives and employees harmless against all claims, liabilities, damages and expenses (including expenses of litigation and reasonable attorneys' fees) asserted against or incurred by Rust-Oleum, arising in whole or in part, directly or indirectly, out of the District's activities at the Athletic Stadium Field, except for any such arising from the acts of Rust-Oleum employees or authorized agents. The District's indemnity under this Agreement shall survive the Term if the events giving rise to indemnification occurred during the Term.**