

809 NAMING RIGHTS

I. PURPOSE

The purpose of this policy is to establish the criteria and procedures for granting Naming Rights in relation to District facilities. This policy does not cover scholarships or research grants. The Naming Rights Policy applies district-wide.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to recognize persons who have either supported the district through distinguished effort or substantial financial contributions by naming facilities in their honor.

III. REQUIREMENT

A. Facilities included in the Naming Rights Policy include:

1. Buildings or parts of a building such as wings where the identification focuses on the external feature.
2. Parts of buildings, such as theatres, laboratories, gymnasiums, or classrooms.
3. Outdoor areas, which may be gardens, courtyards, stadiums, playing fields, roads or walkways.
4. Other facilities may be recommended for naming after consultation with the school board.

B. "Naming Rights in Consideration" is in consideration of financial contributions, sponsorships or other commercial transactions.

C. "Naming Rights in Recognition" is in recognition of any significant contributions to the district that it wishes to honor.

1. Recognition of outstanding services to the district while serving in an academic or administrative capacity.
2. Recognition of the achievement of distinguished alumni.
3. Recognition of a financial contribution or other contribution from a donor.

IV. GRANTING NAMING RIGHTS

A. The granting of Naming Rights must be consistent with the school district's Mission Statement policy (104) and Advertising policy (905).

B. For the purposes of this policy, a significant financial contribution is set at a minimum of \$100,000.00.

C. All requests for Naming Rights must be submitted in writing to the board of education.

D. The board of education will designate the superintendent or designee to form a committee to review and make recommendations for naming opportunities.

E. The committee will review and research each submitted facility-naming nomination on its individual merits.

F. The committee will make its recommendation to the superintendent.

G. The superintendent will submit her/his recommendation to the board of education for review and action.

H. The physical display of the Naming Rights shall be decided or negotiated on a case-by-case basis.

V. GUIDELINES

The superintendent will decide the monetary valuation of each naming right after receiving a recommendation from the director of business services who may take advice from such persons or

other professionals, as needed. Each case should take into account market comparisons for naming rights for which professional advice may be sought.

VI. DURATION OF NAMING RIGHTS

- A. The duration of naming rights is decided or negotiated on a case-by-case basis.
- B. Naming Rights will normally remain in place for a period of no longer than twenty-five [25] years.
- C. Exceptions to the duration may be granted with the approval of the board of education.

VII. EARLY TERMINATION OF NAMING RIGHTS

- A. The Naming Rights agreement may be terminated under the following conditions:
 - 1. Termination by the District – The district reserves the right, at its sole discretion, to terminate Naming Rights without refund of consideration, prior to the scheduled termination date, should it feel it is necessary to do so to avoid the district being brought into a disrepute.
 - 2. Termination by the Named Party – The Named Party without refund of consideration, at its sole discretion, may terminate its acceptance of the Naming Rights prior to the scheduled termination date, in the event that the district directly brings the Named Party into disrepute.

VIII. TRANSFERABILITY OF NAMING RIGHTS

- A. Naming Rights may only be transferred to any other Named Party by mutual agreement between all named parties.
- B. “Naming Rights in Consideration” may be traded by mutual agreement between all parties. Traded is defined as “to exchange one naming right for another” as in the case where a company changes its name, the naming right might be “traded” to reflect the new name.

IX. RENEWABILITY OF NAMING RIGHTS

- A. Naming Rights may be renewed by the mutual agreement between all the parties.

X. LIMIT OF NAMING RIGHTS

- A. On the Part of the District

The school district’s right to use the name and other brand elements of the named party is permitted by express agreement with the named party.
- B. On the Part of the Named Party

The named party, after whom a building or part of a building is named, has no decision-making rights as to the purpose of the building or part of the building unless specifically provided for in the written agreement between the parties. The school district will not agree to any condition in an agreement that could unnecessarily limit progress toward the district’s mission and purpose, statutory obligations, or the local authority of the school board. In turn, the named party has no liability in respect of that building or part of a building unless provided for in a specific contract between the parties. Any such limits must be included in any naming rights’ agreement.