

Sample Policy 808 – Naming Buildings – Local – No MSBA template

Buildings and Sites

Naming Facilities and Educational Programs

I. Purpose

This policy establishes the criteria and procedures for naming school district facilities and educational programs.

II. General Statement of Policy

The school district recognizes the importance and significance of naming school district facilities and educational programs. The district will follow policy procedures when reviewing and acting upon all nominations. Facilities are district-owned buildings and properties and include spaces within buildings as well as outdoor fields, streets and areas. Educational programs are district approved learning opportunities that support a specific need or learning goal identified by the district.

III. New or Existing Facility Names

A. New Names

When a new facility is acquired or constructed, or when an existing space is named for the first time, the school board will appoint a committee consisting of community members, students and employees to recommend appropriate names for the new facility.

Following the procedures outlined in this policy, the committee will provide two or three possible names to the superintendent who will make a recommendation to the school board for consideration. The possible names will be included in the minutes. The school board will make the final decision on the name of any district facility in accordance with the guidelines in this policy.

B. Name Changes

Once a facility or space is named, that name will remain with the facility or space unless changed or removed by the school board. Names will be changed using the same process outlined above. Names may be changed when the specific program or theme for which the facility was named changes, when the current name no longer supports the objective of the

facility, or due to additions or renovations to an existing facility. Names may be removed at the discretion of the school board.

IV. Naming of Facilities

A. Naming in Recognition

The district may name a facility or space to recognize outstanding contributions to the district. Naming in recognition for such contributions is at the district's discretion and in support of its mission. When naming a facility or space after an individual, consideration will be given to persons who have significance to students, employees and/or the community. One of the following criteria must be met for naming in recognition under this paragraph:

1. Recognition of outstanding service to the district while serving in an academic or administrative capacity or outstanding service to the district community; or
2. Recognition of the achievements of distinguished alumni; or
3. Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.) that was not made in exchange for naming a facility or space.

B. Specific Naming Agreement

1. The school district recognizes that circumstances exist when the district may enter into an agreement for the specific naming of a facility or space in exchange for a specific financial or other contribution to the district. All such agreements must be in writing.

2. Transferability and Renewability

If a name is granted by a written agreement, those rights may be transferred or renewed as permitted by the written agreement. Other naming rights are not transferable or renewable.

3. Limit of Naming Rights

a. On the Part of the District

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

4. Termination of Naming Rights

In addition to any remedies for breach of the written agreement granting naming rights, the parties may terminate a naming rights agreement in advance of the scheduled termination date under the following conditions:

a. Termination by the District

The district reserves the right, at its sole discretion, to terminate the 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 disrepute.

b. Termination by the Named Party

The named party may, without refund of consideration, at its sole discretion, 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.

V. Naming of Educational Programs

A. Naming in Recognition

The district may name an educational program to recognize outstanding contributions to the district. Naming in recognition for such contributions is at the district's discretion and in support of its mission. When naming a specific program after an individual, organization or company, the following criteria must be met for naming in recognition under this paragraph:

1. Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.) that was made to support a specific educational program.

2. Commitment of the donor to support the financial commitment of the specific educational program for the term of the program's operation in the district. The district may extend the donor's name beyond the contribution if noted in the agreement.

B. Specific Naming Agreements

1. The school district will enter into an agreement for the specific naming of an educational program in exchange for a specific financial or other contribution to the district. All such agreements must be in writing.

2. Transferability and Renewability

If a name is granted by a written agreement, those rights may be transferred or renewed as permitted by the written agreement. Other naming rights are not transferable or renewable.

3. Limit of Naming Rights

a. On the Part of the District

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

4. Termination of Naming Rights

In addition to any remedies for breach of the written agreement granting naming rights, the parties may terminate a naming rights agreement in advance of the scheduled termination date under the following conditions:

a. Termination by the District

The district reserves the right, at its sole discretion, to terminate the 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 disrepute.

b. Termination by the Named Party

The named party may, without refund of consideration, at its sole discretion, 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.

VI. Procedures for Naming

A. In naming all facilities, spaces, or specific educational programs, due regard will be taken to maintain an appropriate balance between commercial considerations and the role that names of facilities, spaces and educational programs contribute to the school district's mission. Also recognized is the role played by the name of a facility, space or education program in assisting employees, students and visitors to orient themselves.

B. Names must always be consistent with the district's mission and vision. The long-term effects of the name must be considered. The department/school affected by the name to be granted must be consulted before any decision is made.

C. The district will not name a facility, space or educational program without the informed consent of the named party.

D. 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.

E. The duration of a name for a facility, space or educational program is decided or negotiated on a case-by-case basis.

F. Whether there is a physical display of the name is decided or negotiated on a case-by-case basis. In the case of buildings, the physical display of the name will take into account the identification of the school district and opportunities offered by that building for the district. Plaques memorializing the name may be installed with the approval of the superintendent and informed consent of the named party in buildings.