

810 NAMING RIGHTS AND NAMING SCHOOL FACILITIES

I. PURPOSE

The purpose of this policy is to establish the criteria and procedures for granting naming rights in relation to school district facilities, including buildings and grounds.

II. GENERAL STATEMENT OF POLICY

Duluth Public Schools 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 District or community-initiated requests. 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.

Duluth Public Schools recognizes the following circumstances in which the school district may address naming:

- The purchase or construction of a new building,
- The re-naming of an existing facility,
- Naming rights in consideration, and
- Naming rights in recognition.

In each circumstance, the school district passes a formal resolution or enters into a written agreement about the nature of the new name or naming right. The provisions of this policy govern any agreement.

III. DEFINITIONS

- A. "Facilities" are district-owned buildings which the main purpose is student instruction.
- B. "Spaces" are areas within a facility or other property owned by the district.
- C. "Naming rights in consideration" is recognition for financial contributions, sponsorship or other commercial transactions.
- D. "Naming rights in recognition" is recognition of a significant contribution to the school district that the district wishes to honor.

IV. NAMING NEW FACILITIES

When a new facility is acquired or constructed or a facility is named for the first time, the superintendent 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 Superintendent, or designee, will provide the following guidance to the naming committee to guide the process of name recommendations:

- A. In naming all facilities, due regard must be taken to maintain an appropriate balance between commercial considerations, current or historical context, and the role that names of facilities contribute to the school district's presence in the community. Also recognized is the role played by the name of a facility in assisting employees, students, and visitors to orient themselves.
- B. Names must not be in conflict with the district's mission and vision. The long-term

effects of the name must be considered. In the case of a name change, the facility staff and families must be notified of the naming process.

- C. The naming committee shall keep notes and records of all discussions and methods used to determine name recommendations and recommendations will be sent to the Superintendent for consideration.

V. NAME CHANGES/RE-NAMING

Once a facility is named, that name will remain with the facility 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.

VI. GRANTING NAMING RIGHTS

The District may agree to recognize contributions by granting naming rights to facilities and spaces owned by the district. Granting naming rights may be exclusive to a facility or space, or may be conjunction with an existing name already in use.

- A. Spaces for which naming rights may be awarded:
 - a. Auditoriums/Theaters
 - b. Gymnasiums
 - c. Libraries
 - d. Gardens/Walks
 - e. Athletic Fields/Facilities
 - f. Concessions/Locker Rooms
 - g. Other areas as approved by the school board
- B. The Business Services office will engage a naming rights process outlined in this policy whenever a recommendation for any naming rights is submitted to the district, or if the district solicits requests for available naming rights opportunities in the district.
- C. Each granting of naming rights is bound by a written agreement defined by this policy and all other applicable board policies.

VI. NAMING RIGHTS IN CONSIDERATION

The school district may grant naming rights in consideration to recognize contributions made to the district. The contribution may be a financial contribution, sponsorship or the provision of equipment, materials, land or services. These contributions are at the discretion of the school district.

VII. NAMING RIGHTS IN RECOGNITION

- A. The school district may grant naming rights in recognition to recognize contributions to the district that were not contributed to the district for the purpose of receiving naming rights. Naming rights for these contributions are at the discretion of the school district.
- B. One of the following criteria must be met for granting naming rights in recognition:

1. Recognition of outstanding service to the school district while serving in an academic or administrative capacity or outstanding service to the Duluth 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.), such being voluntary and not rendered in consideration of granting of naming rights.

VIII. PROCESS FOR GRANTING NAMING RIGHTS

The Business Services office will engage in the following processes to grant naming rights.

- A. Upon request or solicitation of naming rights to a space or facility, the Business Services department will engage by notification on the District web site and through other media messaging that naming rights requests are open for submission.
- B. Naming rights that include a financial contribution, sponsorship, or a provision of services or materials will be reviewed for reasonable valuation by Business Services. Naming rights in recognition being considered will be confirmed to meet standards set out in this policy.
- C. Business Services will create a "Naming Rights Agreement" and submit to the Superintendent to make a recommendation to the school board. The Naming Rights Agreement should include, but are not limited to, the following:
 - a. Duration of Naming Rights. The duration of naming rights is decided or negotiated on a case-by-case basis.
 - b. Physical display of the naming rights is decided or negotiated on a case-by-case basis. In the case of buildings, the physical display of the naming rights will take into account the identification of the school district and opportunities offered by that building for the district. All displays must conform with zoning and other municipal regulations.
 - c. When "naming rights in recognition" is awarded, plaques may, with the approval of the Superintendent and manager of facilities, be installed in buildings.
 - d. "Naming rights in consideration" may be transferred by mutual agreement between all parties. "Naming rights in recognition" may not be transferred.
 - e. Naming rights may be renewed by mutual agreement between all parties.
- D. 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 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 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 facility or space unless provided for in a specific contract between the parties. Any such limits must be included in any naming rights' agreement.

E. 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 school 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 school district directly brings the named party into disrepute.

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