

# **Naming buildings and naming rights policy discussion**

**Business Committee – October 8, 2019**

## **Current school board policy:**

### **7105 NAMING NEW SCHOOLS**

The following are guidelines for the naming of new schools:

- Senior High Schools - Locality or region of the school, or pioneer of the School District area
- Middle Schools - More recent prominent citizens, or locality
- Elementary Schools - Currently living outstanding citizens, former school board members, or retired principals, teachers, or locality

Responsibility for making nominations of names to the School Board will reside in a joint committee of the School Board and the professional staff. The School Board representatives will be appointed by the Chair of the School Board. The staff representatives will be appointed by the Superintendent.

The School Board shall make the final decision in selecting the names for schools.

Adopted: 06-09-1970 ISD 709

Revised: 10-11-1983

06-20-1995 ISD 709

It would be recommended that Policy 7105 be deleted and replaced with new policy language. Below are 2 sample policies for discussion:

# **\*Sample Policy (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.

# **\*Sample Policy (Policy 809 – Naming Rights – Local – No MSBA template)**

## **Naming Rights**

### **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.

This policy does not include scholarships or research grants.

### **II. General Statement of Policy**

Duluth Public Schools recognizes two circumstances in which the school district may grant naming rights: Naming rights in consideration and naming rights in recognition. In each circumstance, the school district enters into a written agreement about the nature of the naming right. The provisions of this policy govern any agreement.

### **III. Definitions**

- A. “Facilities” are district-owned buildings and properties, including outdoor fields, streets and areas.
- B. “Naming rights in consideration” is recognition for financial contributions, sponsorship or other commercial transactions.
- C. “Naming rights in recognition” is recognition of a significant contribution to the school district that the district wishes to honor.

### **IV. 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.

### **V. 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 Edina 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.

## **VI. Granting Naming Rights**

A. In granting naming rights, either “in consideration” or “in recognition,” due regard should be taken of the need to maintain an appropriate balance between commercial considerations and the role which names of buildings and spaces contribute to the school district’s sense of identity as well as their role in assisting staff, students and visitors to orient themselves within a campus.

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

C. The granting of naming rights may be limited by contractual agreements for programs and services as approved by the school board.

D. Each granting of naming rights is bound by a written agreement defined by this policy and all other applicable board policies.

### 1. Items for Which Naming Rights May Be Awarded:

Auditoriums/Theaters

Gymnasiums

Libraries

Gardens/Walks

Athletic Fields/Facilities

Concessions/Locker Rooms

Other areas as approved by the school board

## 2. Informed Consent

The school district shall not grant a naming right without the informed consent of the named party.

## 3. Monetary Valuation of Naming Rights

Monetary valuations may be assigned to proposed naming rights on a case by-case basis to aid with making decisions about granting naming rights.

## 4. 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.

## 5. Duration of Naming Rights

The duration of naming rights is decided or negotiated on a case-by-case basis.

## 6. Physical Display of Naming Rights

a. Whether there is a 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.

b. When "naming rights in recognition" is awarded, plaques may, with the approval of the superintendent, be installed in buildings.

## 7. Transferability

"Naming rights in consideration" may be transferred by mutual agreement between all parties. "Naming rights in recognition" may not be transferred.

## 8. Renewability

Naming rights may be renewed by mutual agreement between all parties.

## 9. 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.

## 10. 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.

Cross Reference: Policy 808 (Naming Facilities)