

# **Sample 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)