

SCHOOL DISTRICT NO. 750
COLD SPRING, MINNESOTA

NAMING RIGHTS

Adopted: February 12, 2018

Revised:

Reviewed: June 24, 2019

I. PURPOSE

The purpose of this policy is to establish the parameters for naming school district buildings, facilities, and grounds. The policy sets the criteria and procedures used to consider granting naming rights in relation to contributions offered to the District. This policy does not include scholarships or research grants.

The District desires to encourage the broadest possible support of the District's educational programs, which are in the interest of all students. The School Board encourages individuals and groups to contribute funds and/or materials in support of educational programs.

II. GENERAL STATEMENT OF POLICY

A. The District may grant naming rights in recognition of individuals who have made a significant contribution that the District wishes to honor. This could include a financial gift or a gift of service/achievement. The School Board shall have the exclusive authority to name school buildings, facilities and grounds.

1. In each circumstance, the District will enter into a Memorandum of Understanding (MOU - written agreement).
2. The District will consider offering naming rights, on a case-by-case basis, as gifts or donations may be proposed. Although the District is not interested in accepting gifts that *require* the granting of facility naming rights, the District is open to negotiating the terms and acceptance of gifts. The provisions of this policy govern any MOU.

B. One of the following criteria must be met for granting naming rights:

1. Recognition of outstanding service to the District while serving in an academic or administrative capacity or outstanding service to the ROCORI community; or
2. Recognition of the achievements of distinguished alumni; or

3. Recognition of a prior voluntary financial commitment or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.), and not rendered in consideration of granting of naming rights or offered and negotiated in the acceptance of a new major gift commitment.
 4. Buildings and facilities may be named after historical leaders, historical events or the community represented.
- C. The District welcomes contributions to help enhance the facilities and programing of the District.

III. DEFINITIONS

- A. "Buildings" refers to specific school building sites used by the District for academic and educational purposes.
- B. "Facilities" are other district-owned buildings and properties, including outdoor fields, streets and other areas. Facilities also includes locations within a school building such as an auditorium, gymnasium, or other designated space.
- C. "Gifts" shall mean a transfer of, or promise to transfer, money or other property to the District without reciprocal benefit to the donor.
- D. "Irrevocable gifts" are gifts, contributions, or donations that are final. Irrevocable gifts cannot be changed, reversed, or recovered.
- E. "Sponsor" shall mean a person or entity entering into a sponsorship.
- F. "Sponsorship" shall mean a contract involving the provision of funds or other support with the expectation of public acknowledgement or promotional opportunity.

IV. ACCEPTANCE OF CONTRIBUTIONS

- A. Individuals and groups desiring to make a contribution in support of school programs shall communicate with a district administrator. The contributor shall outline the nature and the extent of the contribution, as well as other specifics. An MOU is required for larger contributions (this includes in-kind gifts).
- B. All contributions shall meet the following requirements:
 1. Acceptance of the contribution must not result in continuing or hidden costs for the District.

2. Contributions to specific programs shall not place any restriction on those programs.
3. The gift or contribution shall not be harmful or inappropriate for students.
4. Acceptance of a contribution shall not imply District endorsement or require use of any product or service.
5. Acceptance of a contribution shall not cause a conflict with School Board policies and procedures. Further, it shall not be in violation of state or federal law.
6. The School Board shall make the final determination with respect to acceptance of a contribution.
7. All gifts and donations shall become the property of the District.
8. The contribution will not jeopardize other sources of state or federal funding.
9. The contribution will not cause an unreasonable imbalance in programs for students in similar schools or grade levels.

V. GRANTING NAMING RIGHTS

- A. In granting naming rights, either in consideration of a financial gift or in recognition of service, 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 District's sense of identity. Consideration will also be given to the naming rights role in assisting staff, students and visitors to orient themselves within a campus or building.
- B. The granting of naming rights must always be consistent with the District's mission and vision.
 1. The long-term effects of the naming rights must be considered.
 2. The department/school affected by the naming right to be granted must be consulted before any decision is made.
- C. Each granting of naming rights is bound by an MOU defined by this policy and all other applicable board policies.

1. Some examples for which Naming Rights may be awarded:
 - Auditoriums/Theaters
 - Gymnasiums
 - Libraries
 - Gardens/Walks/Plaza
 - Athletic Fields/Facilities
 - Concessions/Locker Rooms
 - Classrooms

2. Informed Consent - The District shall not grant a naming right without the informed consent of the named party.
 - a. The recognition is expected to be pre-approved by both the District and donor prior to the District accepting the donation.
 - b. Recognition may be extended posthumously at the discretion of the School Board. Posthumous recognition does not require a formal agreement with any surviving relatives or organizations.

3. The District will use the following guidelines for consideration of naming rights for donations:
 - a. **The donation is equal to or exceeds \$50,000 and the single donation meets or exceeds 25% of the project's total cost.**
 - b. The District will determine the appropriate size and the wording of the signage. The District shall maintain the signage. The signage will include a display term negotiated at the time of the memorandum.
 - c. The donation is for a new project or an enhancement of existing facilities. There must be a clear outline of how the private donor funds are being used.
 - d. **A minimum cash gift equal to no less than 25% of the gift commitment confirmed in the MOU** must be received before naming rights outlined in the MOU will be fully executed.

4. The District reserves the right to make exceptions to the above guidelines.

5. Transferability - "Naming rights in consideration of a donation" may be transferred by mutual agreement between all parties. "Naming rights in recognition" of outstanding service or achievement may not be transferred.

6. Renewability - Naming rights may be renewed by mutual agreement between all parties.
7. 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 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 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.
8. Termination of Naming Rights - In addition to any remedies for breach of the MOU granting naming rights, the parties may terminate a naming rights agreement in advance of the scheduled termination date under the following condition:
 - a. The District reserves the right, at its sole discretion, to terminate the naming rights without refund of consideration, prior to the scheduled termination date for such reasons as could bring the District in disrepute, the named party committing a criminal act, or engaging in business practices that are not appropriate in an educational setting with children.
 - b. The named party may, without refund of consideration, at its sole discretion, request to terminate the naming rights prior to the scheduled termination date for cause. Termination for cause includes the District engaging in activities or conduct that could bring the named party into disrepute.

VI. STAFFING POSITIONS AS A GIFT CONTRUBUTION

If a contribution involves the hiring of personnel, the District shall direct the hiring process in compliance with school policy. The School Board must approve the posting of all personnel positions and the hiring of all personnel.