Adopted: March 19, 2019 Revised:

NAMING RIGHTS POLICY

#### I. PURPOSE

809

The purpose of this policy is to establish the criteria and procedures for granting Naming Rights in relation to District facilities. This policy does not cover scholarships or research grants. The Naming Rights Policy applies district-wide.

### II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to recognize organizations or persons who have either supported the district through distinguished effort or substantial financial contributions by naming facilities in their honor.

## III. REQUIREMENT

- A. Facilities included in the Naming Rights Policy include:
  - 1. Buildings or parts of a building, such as wings, where the identification focuses on the external feature.
  - 2. Parts of buildings, such as theatres, laboratories, gymnasiums, or classrooms.
  - 3. Outdoor areas, which may be gardens, courtyards, stadiums, playing fields, roads or walkways.
  - 4. Other facilities may be recommended for naming after consultation with the School Board.
- B. "Named Party" is the organization, person(s) or representatives of the organization or person whom a building, parts of a building, outdoor areas or other facilities is named.
- C. "Naming Rights in Consideration" is in consideration of financial contributions, sponsorships or other commercial transactions.
- D. "Naming Rights in Recognition" is in recognition of any significant contributions to the district that it wishes to honor.
  - 1. Recognition of outstanding services to the district while serving in an academic or administrative capacity.
  - 2. Recognition of the achievement of distinguished alumni.

### IV. GRANTING NAMING RIGHTS

- A. The granting of Naming Rights must be consistent with the District 761 Mission and Core Values.
- B. For the purposes of this policy, a significant one-time financial contribution is set at a minimum of \$500,000.00. The committee may establish more specific financial contributions and potential Naming Rights that align with a given level of contribution.
- C. All requests for Naming Rights must include the consent of the naming party and state their intentions in writing to the superintendent on behalf of the Owatonna School Board.
- D. The Owatonna School Board will designate the superintendent or designee to form a committee to review and make recommendations for naming opportunities. In all instances, the committee will consider past practices and existing named facilities in order to align pending Naming Rights and keep them consistent and relative to one another.
- E. The committee will review and research each submitted facility-naming nomination on its individual merits. Naming of facilities will not be considered without the consent of the party being honored.
- F. The superintendent will submit her/his recommendation to the Owatonna School Board for review and action.

### V. DURATION OF NAMING RIGHTS

- A. Naming Rights will remain in place for a period of no longer than twenty-five (25) years.
- B. Exceptions to the duration may be granted with the approval of the Owatonna School Board.

## VI. EARLY TERMINATION OF NAMING RIGHTS

- A. The Naming Rights agreement may be terminated under the following conditions:
  - 1. Termination by the District The district reserves the right, at its sole discretion, to terminate 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.
  - 2. Termination by the Named Party The Named Party without refund of

consideration, at its sole discretion, may 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.

3. Termination of Naming Rights agreement by the Named Party and Owatonna School Board may be terminated by mutual agreement with a thirty (30) day written notice.

# VII. TRANSFERABILITY OF NAMING RIGHTS

- A. Naming Rights may only be transferred to any other Named Party by mutual agreement between all named parties and the Owatonna School Board.
- B. "Naming Rights in Consideration" may be traded by mutual agreement between all parties. Traded is defined as "to exchange one naming right for another" as in the case where a company changes its name, the naming right may be "traded" to reflect the new name.

# VIII. RENEWABILITY OF NAMING RIGHTS

A. Naming Rights may be renewed by the mutual agreement between the Named Party and the Owatonna School Board.