

NAMING RIGHTS

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.

There are two circumstances in which “Naming Rights” may be granted. In each case, it is expected that a specific agreement about the nature of the naming right would be drawn up between the parties or their representatives, such agreement to be governed by the provisions of this policy.

Naming Rights in Consideration

“Naming Rights in Consideration” is in consideration of financial contributions, sponsorship or other commercial transactions.

“Naming Rights in Consideration” - Naming Rights may be granted by the District in consideration of contributions made to the District. The District may partner with other community organizations to raise funds. “Naming Rights in Consideration” may be granted in return for provision to the District of an appropriate financial contribution or sponsorship, including provision or supply of equipment, materials, land or services.

Naming Rights in Recognition

“Naming Rights in Recognition” is in recognition of any significant contributions to the District that it wishes to honor. These contributions can be financial or other gifts from donors, or meritorious service, and is at the discretion of the District in agreement with the party or their representatives.

“Naming Rights in Recognition” - Naming Rights may be granted at the sole discretion of the District in recognition of persons or entities it wishes to honor.

One of the following three criteria must be fulfilled in order for the granting of **“Naming Rights in Recognition”** to be considered:

- a. Recognition of outstanding service to the District whilst serving in an academic or administrative capacity; or outstanding service to the Pattonville community.
- b. Recognition of the achievements of distinguished alumni.
- c. Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship etc), such contribution being voluntary and not rendered in consideration of the granting of naming rights.

The District may solicit suitable donations from the advocates of such recognition, particularly if the request comes from other than a family member.

The granting of “Naming Rights in Recognition” is at the sole discretion of the District, with the agreement of the party or their representatives.

Granting Naming Rights

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 play in contributing to the District’s sense of identity as well as their role in assisting staff, students, and visitors to orientate themselves within the campus.

The granting of Naming Rights must always be consistent with the Pattonville School District vision and mission. 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.

Each granting of Naming Rights shall be bound by an agreement as defined by this and all other applicable Board policies.

Items for which Naming Rights may be awarded:

Physical Spaces

- Auditoriums/Theaters
- Gymnasiums
- Libraries
- Gardens/Walks
- Athletic Fields/Facilities
- Concessions/Locker Rooms

Delegation of Approval Authority

The Pattonville School District Board of Education is the body that grants Naming Rights. In any particular case and/or cases, the Board may delegate approval authority to the Superintendent.

Informed Consent

The District shall not grant a Naming Right without the informed consent of the named party or the named party’s legal representative.

Monetary Valuation of Naming Rights

Monetary valuations may be assigned to Naming Rights possibilities on a case-by-case basis to aid with making decisions about granting Naming Rights.

Guidelines:

The Superintendent will decide the monetary valuation of each Naming Right after receiving a recommendation from the Chief Financial Officer of the District, 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.

Duration of Naming Rights

The duration of Naming Rights shall be decided or negotiated on a case-by-case basis.

Physical Display of Naming Rights

The physical display of the Naming Rights shall be 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 District and opportunities offered by that building for the District.

In cases of “Naming Rights in Recognition”, plaques or tablets may with the approval of the Superintendent, be installed in the building in recognition of a distinguished member of the District faculty, staff or alumni whose services were identified with the functions of those buildings. Plaques must adhere to a standard agreed to by the Superintendent.

Transferability

In this heading “parties” includes the legal representatives of the parties.

Of Named Party

Naming Rights may only be transferred to any other Named Party by mutual agreement between all the named parties.

Tradability

“Naming Rights in Consideration” may be traded by mutual agreement between all parties. Traded is defined as “to exchange or swap one naming right for another.” For example when a company changes its name the naming right may be changed or “traded” to reflect the new name. “Naming Rights in Recognition” may not be traded.

Renewability

Naming Rights may be renewed by mutual agreement between all the parties.

Limit of Naming Rights

On the part of the District

The District’s right to use the name and other brand elements of the Named Party shall only be permitted by express agreement with the Named Party.

On the part of the Named Party

The Named Party after whom a building or part of a building is named shall have no rights to the purpose to which that building or part of the building is applied unless provided for in the specific contract between the parties. The District will not agree to any condition in a contract

that could unnecessarily limit the following: progress towards the District's mission and purpose, statutory obligations, or the local authority of the Pattonville Board of Education.

In turn, the Named Party shall bear no liability in respect of that building or part of a building unless provided for in specific contract between the parties.

Any such limits must be included in any Naming Rights agreement.

Early Termination of Naming Rights

In the event of this policy and any specific contract entered into being breached, the parties may terminate a Naming Rights agreement in advance of the scheduled date, under the following conditions:

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.

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.

Related Policies, Procedures, and Forms:

Pattonville Board Policy FF – Facility Names

Pattonville Board Policy KI/KJ – Public Solicitation and Advertising in Schools

Adopted: November 25, 2008