

## **NAMING RIGHTS POLICY**

### **A. PURPOSE**

The purpose of this policy is to establish the criteria and procedures for granting Naming Rights in relation to Mt. Blue Regional School District (RSU 9) facilities and property. The Naming Rights Policy applies district-wide.

This policy does not cover scholarships or research grants.

### **B. GENERAL STATEMENT OF POLICY**

**Naming Rights in Recognition:** It is the policy of RSU 9 to recognize persons who have either supported RSU 9 through distinguished effort or substantial financial contributions by naming facilities in their honor.

**Naming Rights in Consideration:** The Board shall consider whether sponsorship naming will maintain an appropriate balance between commercial considerations and the role which names of buildings and space play in contributing to RSU 9's sense of identity as well as in assisting students, staff and visitors to orient themselves within a facility. In considering sponsorship naming, the Board shall consider opportunities for multiple levels of sponsorship to allow for greater participation.

In connection with any proposal to name an entire school building, the Board will consider whether it is most appropriate to name the school after the name of a geographic location and/or the area that it serves.

The Board will not approve naming that:

1. Negatively represents or portrays public education;
2. Is inconsistent with other Board policies or with any applicable law;
3. Is directly related to tobacco, illegal drugs, alcohol or weapons;
4. Relates to products or services incompatible with a child's well-being or negatively impact school programs or services;
5. Is otherwise objectionable or inappropriate as determined by the Board in its exclusive discretion.

### **C. REQUIREMENTS**

1. Facilities included in the Naming Rights Policy include:
  - a. Buildings or parts of a building such as wings where the identification focuses on the external feature.
  - b. Parts of buildings, such as theaters, laboratories, gymnasiums, or classrooms.
  - c. Outdoor areas, which may be gardens, courtyards, stadiums, playing fields, roads or walkways.

- d. Other facilities may be recommended for naming after consultation with the school board.
2. "Naming Rights in Recognition" is in recognition of any significant contributions to RSU 9 that it wishes to honor.
  - a. Recognition of outstanding services to the district while serving in an academic or administrative capacity.
  - b. Recognition of the achievement of distinguished alumni.
  - c. Recognition of a financial contribution or other contribution from a donor.
  - d. RSU 9 may solicit suitable donations from advocates of recognition.
  - e. The naming of property for recognition is at the sole discretion of the Board, with the consent of the named party or their legal representative.
3. "Naming Rights in Consideration" is in consideration of financial contributions, sponsorships or other commercial transactions.

#### **D. GRANTING NAMING RIGHTS**

1. The granting of Naming Rights must be consistent with the RSU 9 Vision, Mission and Goals.
2. For the purposes of this policy, a significant financial contribution is set at a minimum of \$100,000.00.
3. Before the Board may approve naming of District property, a proposal shall be submitted to the Superintendent. Proposals must be made in writing, must state the name of the person or group making the proposal, and must state the rationale for the proposal.
4. The Maintenance and Operations Committee will review and make recommendations for naming opportunities.
5. The Superintendent shall forward each complete proposal to the Committee for review and possible recommendation before the proposal is considered by the full Board. The committee will review and research each submitted facility-naming nomination on its individual merits. All complete proposals will be forwarded to the full Board.
6. The committee will make its recommendation to the Superintendent, who will submit their recommendation to the Board for review and action.
7. The physical display of the Naming Rights shall be decided or negotiated on a case-by-case basis. Any and all entitlements and attributions granted in conjunction with naming rights, including but not limited to signage, must be approved by the Board prior to installation in or on District property. The Board shall determine and/or approve the naming title, all design considerations such as colors, shapes and sizes along with the location of any and all signage or fixtures to be displayed in and/or on school facilities and/or equipment.
8. The Board reserves the right, in all cases, to refuse to name a particular property. The Board reserves the right to decline any donation conditioned on a naming right (or sponsorship) unacceptable to the District.

## **E. GUIDELINES**

1. The Maintenance & Operations Committee will decide the monetary valuation of each naming right after receiving a recommendation from the Superintendent who may take advice from such persons or other professionals or a committee, as needed. Each case should take into account market comparisons for naming rights for which professional advice may be sought.
2. A set of monetary guidelines will be created for the Maintenance & Operations Committee by the Finance Committee to help with this work.
3. In special circumstances such as with a large donation the superintendent may skip the Maintenance & Operations Committee and submit the opportunity/offer to the full Board.

## **F. DURATION OF NAMING RIGHTS**

1. The duration of naming rights is decided or negotiated on a case-by-case basis.
2. Naming Rights will normally remain in place for a period of no longer than 25 years.
3. Exceptions to the duration may be granted with the approval of the Board.

## **G. EARLY TERMINATION OF NAMING RIGHTS**

The Naming Rights agreement may be terminated under the following conditions:

1. Termination by RSU 9 – RSU 9 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 RSU 9 being brought into a disrepute. The Board may revoke or modify the naming of a property only for compelling reasons as determined by the Board. Proposals to revoke or rename a property must be submitted in writing to the Superintendent. If the Superintendent determines that the proposal merits further consideration, the proposal shall be submitted to the Maintenance and Operations Committee for review. After review, the Committee may make a recommendation to the Board for revocation or renaming. The District reserves the right to revoke a name should it discover information about a named company, group and/or product that would lead to the entity not meeting the criteria and standards set forth above. The Board reserves the right to revoke a name should it discover information about a named individual that would lead to the individual not meeting the criteria and standards set forth above.
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.

## **H. TRANSFERABILITY OF NAMING RIGHTS**

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

2. "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 might be "traded" to reflect the new name. RSU 9 may require the entity to provide compensation for the costs of any such change.

## **I. RENEWABILITY OF NAMING RIGHTS**

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

## **J. LIMIT OF NAMING RIGHTS**

1. On the Part of the District – RSU 9's right to use the name and other brand elements of the named party is permitted by express agreement with the named party.

2. 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. RSU 9 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 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.

Adopted: September 26, 2023

Cross Reference: Policy K – Student Memorial Policy