



Book 6000 Finances and Operations  
 Section 6800 School Property  
 Title Naming Rights (other than schools)  
 Number 6820  
 Status Active  
 Legal

## Provo City School District Policy Series 6000: Finances and Operations

**Policy No. 6820**

### **Naming Rights (other than schools)**

This policy establishes the criteria and conditions for granting Naming Rights in relation to Provo City School District facilities other than schools. The Board's objective is that educational values will not be compromised when schools and individuals or businesses/organizations work together, and that the participation of such external parties in this process will garner a clear educational advantage for students. This policy does not cover scholarships or research grants. The Naming Rights policy delineated herein 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, with such agreement governed by the provisions of this policy.

#### Naming Rights in Consideration

"Naming Rights in Consideration" relates to prospective financial contributions, sponsorship, or other commercial transactions.

"Naming Rights in Consideration" 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 materials, equipment, land, or services.

#### Naming Rights in Recognition

"Naming Rights in Recognition" is the recognition of any significant contribution to the district the Board of Education wishes to honor. Such contributions can be financial or other gifts from donors (including meritorious service to the district)

and is at the sole discretion of the district; then subsequently in the agreement with the party (or appointed representatives).

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

“Naming Rights in Recognition” must meet at least one of the following criteria:

- a) Recognition of outstanding service to the district while serving as an employee of the district; or outstanding service to the Provo community,
- b) Recognition of the achievements of a distinguished alumni; or
- c) Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.) with such contribution being voluntary and not rendered in consideration of granting the 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 Board of Education, working with the party or the party’s representatives. “Naming Rights in Recognition” may take place without the attachment of a financial contribution by the party.

As a general guideline, the Board will usually select individuals to be honored who are not employees of the district, having retired or become deceased.

#### Granting Naming Rights

In granting Naming Rights, either “In Consideration” or “In Recognition” due regard will be taken toward maintaining an appropriate balance between commercial interests and the role which names of buildings and other spaces play in contributing to the district’s sense of identity, as well as the benefit garnered in assisting staff, students, and visitors using the facility.

The granting of Naming Rights must always be consistent with the Provo City School District vision and mission. Long-term effects of Naming Rights must be considered. The department/school affected by the prospective Naming Right is to be consulted before a decision is made.

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

#### *Physical Spaces for which Naming Rights may be awarded:*

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

*Delegation of Approval Authority* The Provo City School District Board of Education is the body that grants Naming Rights of district entities. In certain circumstances, the Board may delegate the approval authority to the superintendent.

*Informed Consent* The Board shall not grant a Naming Right without the informed consent of the named party or the named party’s designated representative.

*Monetary Valuation of Naming Rights* The Board will decide the monetary valuation of each Naming Right on an individual basis, and in consultation with the superintendent and the business administrator. Advice from other persons or professionals

may also be sought. Each case will take into account market comparisons for Naming Rights, where applicable, for which professional advice may be sought.

### Duration of Naming Rights

The duration of each Naming Rights agreement shall be decided/negotiated on a case-by-case basis, and shall be reviewed as frequently as each year or at other intervals as the Board may deem necessary.

### Renewal

The renewal of an existing Naming Rights agreement may occur by mutual agreement between all parties.

### Physical Display of Naming Rights

The physical display of the name per the Naming Rights agreement shall be decided/negotiated on a case-by-case basis. In the case of buildings (other than schools) the physical display of the name per the Naming Rights agreement will include the identification of the Provo City School District. The display may also include a short statement of the purpose of the building and how it will be enhanced through the Naming Rights agreement.

In cases of “Naming Rights in Recognition”, the recommendation of utilizing a plaques, tablets, or a small monument – along with the message to be displayed thereon - will be made by the superintendent to the Board. The superintendent and the Board will work toward a relatively standardized format among such displays.

### Transferability

In this section, “parties” includes the legal representatives of the parties. One such party is the Provo City School District Board of Education. The other party will be a single spokesperson for the party or legal representative on behalf of the collective party. The Board does not intend to have to deal with multiple parties in a given Naming Rights negotiation.

*Transferability of a Named Party* Naming Rights may only be transferred to another 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.” Example: a company whose name is displayed changes its name. The Naming Right may be traded to reflect the new name. “Naming Rights in Recognition” will not be traded.

### Limits of Naming Rights

The district’s right to use the name and other brand elements of the Named Party shall be by express permission from the Named Party.

The Named Party, after whom a facility is named shall have no rights to the purpose to which that facility is applied other than what is designated within the Naming Rights agreement. The district will not agree to any condition in such agreement that could unnecessarily limit

- Progress toward the district’s mission and purpose,
- Statutory and policy obligations, or
- The local authority of the Provo City School District Board of Education.

In turn, the Named Party shall bear no liability in respect to that facility unless specified in the Naming Rights agreement between the parties.

The agreement between the District and the Naming Rights party is to include a clear delineation of responsibilities and limitations on behalf of both parties.

### Early Termination of Naming Rights

In the event of breach of a circumstance this policy and/or a subsequent Naming Rights agreement, the parties may terminate the Naming Rights agreement in advance of the designated termination date subject to the following conditions:

- *Termination Rights by the District* The district reserves the right, at its sole discretion and without refund of considerations, to terminate Naming Rights prior to the scheduled termination date should it feel necessary to do so to avoid the district being brought into disrepute.
- *Termination by the Named Party* The named Party may, at its sole discretion and without refund of consideration, terminate its acceptance of the Naming Rights agreement prior to the scheduled termination date in the event that the district directly brings the Named Party into disrepute.

### Policy Cross References

Policy No. 6110 Donations and Fund-Raising

Policy No. 6817 Naming of Schools

Approved by Board of Education: December 10, 2013