Related Entries: (Not identified at this time)

Naming Rights for School District Facilities

1) Purpose

The purpose of this policy is to establish the criteria and procedures for granting naming rights in relation to School District of Lee County (herein referred to as "District") facilities and property. This policy establishes an equitable process by which the School Board (herein referred to as "Board") can assume its responsibility for naming District-owned facilities. This policy governs naming rights for facilities and buildings, and is separate and distinct from other policies that may govern school names.

2) Authority

Prior to formal action by the Board, the nomination in the form of an application shall be referred to the Superintendent or designee, followed by an evaluation by the Professional Standards and Equity Department, and then a full review by a committee of stakeholders appointed by the Superintendent as stated in this policy.

When a nomination or request is made to name a facility on a school campus, the review committee membership shall number between ten (10) to twelve (12) representatives and shall, at minimum, consist of a school administrator, School Advisory Committee (SAC) chairperson, Parent Teacher Organization (PTO) chairperson. student aovernment representative. development school administrator, representative from the Communications Department, representative from the Business and Finance Division, representative from the Facility Development and Programming Services Department, and two (2) representatives from the community.

- When a nomination or request is made to name a facility that is not located on a school campus, the review committee membership shall number between eight (8) to ten (10) representatives and shall, at minimum, consist of an administrator (or designee) representing the facility under consideration, two (2) nonadministrative employees representing the facility under consideration, representative from the Business and Finance Division, representative from the Communications Department, representative from the Facility Development and Programming Services Department, and two (2) representatives from the community.
- 44 Subsequent to discussion and consideration, the committee, if the nomination is 45 found to be acceptable, will make a recommendation on the nomination to the

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46 Board for formal action. The committee shall vote on a list of acceptable 47 nominations in the event that more than one nomination is received for the same 48 facility. The nomination that receives the most votes shall be forwarded to the 49 Board for formal action.

The District shall not grant a naming right without the informed consent of the individual whose name is to be used or the named party's legal representative.

The Board reserves the right, in all cases, to refuse to name a particular facility/piece of property. This policy in not intended to create a right for any individual, company, or other legal entity to obtain the naming of a District facility upon the establishment of certain criteria. All decisions concerning naming of School District facilities are at the complete discretion of the Board.

3) General Guidelines

There are two (2) circumstances in which naming rights may be considered and subsequently granted; Naming Rights in Consideration, and Naming Rights in Recognition.

The following criteria may be considered when naming school facilities or ancillary facilities:

a) Naming Rights in Consideration

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

- The solicitation of naming rights with the intent of securing financial contribution and the subsequent granting of such naming rights are at the full discretion of the School Board.
- An agreement addressing the nature of naming rights will be entered into between the parties or their representatives, such agreement to be governed by the provisions of this policy.
 - All such agreements are subject to the District's requirements for contracts, as set forth in Board Policy and related regulations. Nothing in this policy shall be construed as to provide a provider of goods, services or financial contribution an automatic naming right. All such rights are subject to Board approval under the terms of this policy.

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b) Naming Rights in Recognition

"Naming Rights in Recognition" is in recognition of goodwill or any significant contribution to the District that the Board wishes to honor. Naming rights may be granted at the discretion of the Board in recognition of the party it wishes to honor.

One (1) of the following criteria must be fulfilled in order for the granting of naming rights in recognition to be considered:

- 1. Recognition of outstanding service to the District; or outstanding service to the Lee County, Florida community.
- 2. Recognition of the achievement(s) of distinguished District alumni.
- 3. Recognition of charitable contributions.

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

The granting of naming rights in recognition is determined through a committee review as provided in this policy and at the discretion of the Board, with the consent of the party or the individual whose name is to be used.

c) Granting Naming Rights

In granting naming rights, either in consideration or in recognition, due regard shall be taken of the need to maintain an appropriate balance between commercial considerations and the role which names of buildings and space play in contributing to the district's sense of identity as well as in assisting students, staff and visitors to orient themselves within the campus/facility.

Any and all entitlements and attributions granted in conjunction with naming rights, including but not limited to signage, must be reviewed by the committee and approved by the Assistant Superintendent of Operations prior to installation in or on school district property. Any permanent or nonpermanent fixtures shall be the sole property of the District.

- 129The District recognizes that the official names of its facilities are vital to their130public image. Therefore, granting of naming rights must always be consistent131with the District vision, mission and shared purpose. The long-term effects of132the naming rights must be considered. The department/school affected by the133naming right to be granted must be consulted before any decision is made.
- 135Naming rights shall not be granted to commercial entities associated in any136way with non-socially responsible policies including, but not limited to, the sale137of tobacco, alcohol, illegal drugs, weapons, or any other products or services138not appropriate for use by minors; the use of vulgar and plainly offensive,139obscene, or sexually explicit language; the advocacy of the violation of law or

140 District policy. Naming rights shall not be granted to commercial entities 141 associated with the advancement of any political organization; the promotion 142 or opposition of a candidate for elected office or a ballot measure; or 143 association with any company or individual whose actions are otherwise in 144 violation of law. Naming rights shall also not be granted to religious 145 organizations.

- The Board may provide opportunities for the naming of the portions of school facilities and ancillary facilities such as those listed below:
- 150 **1.** Auditoriums/Theaters
- 151 2. Gymnasiums
- 152 **3**. Libraries

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- 153 4. Gardens/Walks
 - 5. Athletic Fields/Facilities
 - 6. Concessions/Locker Rooms
 - d) Facilities Named After a Person

For a facility to be named after a person, that person shall be of exemplary moral character; have made an outstanding contribution to education, humanity or community; or have displayed outstanding leadership; or be a person of historical significance. The person, if an employee of the District, should have retired or left employ of the District a minimum of five (5) years prior to the nomination or is deceased. It shall be the sole responsibility and right of the Board to determine whether the person meets these criteria. The Board reserves the right to revoke the name should it discover information about the individual that would lead to the individual not meeting the requirements set forth herein.

e) Facilities Named After a Company, Group, or Product

Facilities may be named after major contributors to the District. For a company, group and/or product name to be used, it must, as determined by the Board, have and maintain an exemplary record and positive public, and nonpartisan image. The Board reserves the right to revoke the name should information be discovered about the company, group and/or product that would result in failure to meet the requirements set forth herein.

f) Monetary Valuation of Naming Rights

181The Board will evaluate the financial value of naming rights based on a review182of the market for naming rights. Monetary valuations will be assigned to183naming rights using the base values established for available naming184opportunities. An initial naming rights fee will be required for the cost of the185physical display and is non-refundable.

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187	g)	Distribution of Generated Naming Rights Revenue
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189		The distribution of all net compensation received by the District pursuant to
190		this policy shall be negotiated on a case-by-case basis
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192	h)	Physical Display of Naming Rights
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194		The physical display of the Naming Rights shall be decided or negotiated on a
195		case-by-case basis. In the case of buildings, the physical display of the
196		Naming Rights will take into account the identification of the District and
197		comply with all applicable laws and regulations including, but not limited to,
198		zoning requirements.
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200		The Superintendent or designee shall determine and/or approve the naming
201		title, all design considerations such as colors, shapes, and sizes along with the
202		location of any and all signage or fixtures to be displayed in and/or on school
203		facilities and/or equipment.
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205	i)	Duration of Naming Rights
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207		Facilities officially named through "Naming Rights in Recognition" shall not be
208		renamed except as determined by the Board. The duration of naming rights
209		granted through "Naming Rights in Consideration" shall be negotiated on a
210		case-by-case basis and reviewed every five (5) years after the rights are
211		granted. The Board shall have the authority to renew or revoke the naming of
212		a facility at the time of review.
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214	j)	Change in Name
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216		A name granted though "Naming Rights in Consideration" may be changed by
217		mutual agreement between all parties. For example, when a company
218		changes its name, the naming right may be changed to reflect the new name.
219		A fee to update any signage reflecting the new name will be assessed at the
220		time of the change. If the grantee refuses to pay the fee, the District reserves
221		the right to remove the name and revoke the rights. "Naming Rights in
222		Recognition" and "Naming Rights in Consideration" are non-transferrable.
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224	K)	Grandfathering of Named Facilities
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226		District-owned facilities named prior to this policy shall adhere to any contract
227		terms established with the donor and approved by the Board. If no such
228		contract exists, naming rights shall continue for the useful life of the property
229		or facility unless revoked as determined by the Board at any time.
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