

Policy 809.1 SPONSORSHIP OF SCHOOL DISTRICT OWNED PROPERTY

I. PURPOSE

The purpose of this policy is to establish guidelines for the paid sponsorships of Northfield School District owned property including equipment, materials, office space, classrooms, athletic fields/courts/competition spaces, science labs, auditoriums, vehicles and other areas/items as determined by the Board of Education.

II. GENERAL STATEMENT OF POLICY

The district shall ensure that paid sponsorships of school property preserve the long-standing traditions, values, culture, and prestige of the district. Approving the paid sponsorships of school property is the responsibility of the board.

III. SPONSORSHIP

- A. The district recognizes that circumstances exist when the district may enter into an agreement with a business, foundation, or other corporate entity for the specific sponsorship of district property in exchange for a specific financial or other contribution to the district.
1. All such agreements must be in writing, and reviewed and approved by the board. The superintendent and director of finance shall have the authority to negotiate agreements for sponsorship, but shall consult with the board before negotiating such agreements.
 2. Sponsorship shall not be granted to businesses, foundations, or other corporate entities whose products, practices, or communications run counter to the mission, vision and policies of the district.
 3. All revenue from the granting of sponsorship must be used according to a plan specified by the board.
- B. Transferability and Renewability. If a sponsorship is granted by a written agreement, those rights may be transferred or renewed as permitted by the written agreement.
- C. Limit of Sponsorship
1. On the Part of the District. The district's right to use the name and other brand elements of the sponsor is permitted by express agreement with the sponsor.

2. On the Part of the Sponsor. The party after whom a district property is named has no decision-making rights as to the purpose of the district property unless specifically provided for in the written agreement between the parties. The district will not agree to any condition in an agreement that could unnecessarily limit progress toward the district's mission and purpose, statutory obligation, or the local authority of the board. In turn, the named party has no liability with respect to that district property unless provided for in a specific contract between the parties. Any such limits must be included in any sponsorship agreement.

D. Termination of Sponsorship. In addition to any remedies for breach of the written agreement granting sponsorship, the parties may terminate a sponsorship agreement in advance of the scheduled termination date under the following conditions:

1. Termination by the District. The district reserves the right, at its sole discretion, to terminate the sponsorship 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 sponsor may, without refund of consideration, at its sole discretion, terminate its acceptance of the sponsorship prior to the scheduled termination date, in the event that the district directly brings the named party into disrepute.

Policy 809.1 Sponsorship of School District Owned Property

Adopted: 10.12.2020; Reviewed: 01.26.2023

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

Legal References: Minn. Stat. §123B.025 (School Sponsorship and Advertising Revenue)

Cross References: MSBA/MASA Model Policy 706 (Acceptance of Gifts)
Northfield Public Schools Policy 809 (Naming of School District Buildings)