

ACADEMY CHAMPION (& NAMING RIGHTS) AGREEMENT

between

CITY OF SHAKOPEE and

SHAKOPEE PUBLIC SCHOOLS

Academy Champion (& Naming Rights) Agreement between Shakopee Public Schools and the City of Shakopee

WHEREAS, students attending Shakopee High School, part of Shakopee Public Schools (“School”), are enrolled in one of eight Academies of Shakopee– two 9th grade academies, Arts & Communications, Business & Entrepreneurship, Engineering & Manufacturing, Health Science, Human Services, and Science & Technology; and

WHEREAS, Shakopee Public Schools (“School”) desires to enter into Academy Champion (& Naming Rights) agreements with third parties for the benefit of the School’s students; and

WHEREAS, City of Shakopee desires to be an official sponsor at the level of Academy Champion and acquire naming rights to the Academy of Human Services of Shakopee; and

WHEREAS, the parties intend to set forth in writing their rights and duties to one another with respect to their mutual intentions; and

NOW, THEREFORE, the parties mutually enter into this Academy Champion (& Naming Rights) Agreement (“Agreement”) made effective this 21st day of February 2023, by and between Shakopee Public Schools, an independent school district, and the City of Shakopee.

1. Term. The Term of this Agreement (the “Term”) shall commence on July 1, 2023 and extend a term of five years expiring on June 30, 2028, unless earlier terminated in accordance within terms of this agreement.

2. Naming Rights Fee.

- A. **Fee.** City of Shakopee agrees to provide the school with in-kind and/or donations totaling \$300,000 (\$60,000 per year) over the length of the five year commitment.
- B. **In-Kind and Cash Donations.** Donations may include but are not limited to:
 - i. Volunteer hours (valued at an average of \$100 per hour)
 - ii. Cash donations
 - iii. Meeting attendance
 - iv. Product and supplies donation (culinary items, computer equipment, office supplies, furniture)
 - v. Transportation
 - vi. Externships and internships
 - vii. Guest speakers
 - viii. Field trip access and guided tours of City of Shakopee facilities
 - ix. Student or Staff development programs
 - x. Mentoring
 - xi. Auditing assistance for National Standards accreditation process
 - xii. Service on the Academies of Shakopee Champions Committee
- C. Valuation of in-kind donations will be determined by the City of Shakopee concurrent with being offered, and mutually agreed upon with the Shakopee Public Schools which shall not be unreasonably withheld.
- D. Both parties shall be responsible for tracking the value of all donations.

3. Naming Rights

- A. **General Naming Right.** As of the Execution Date, the School hereby grants to the City of Shakopee the Exclusive Right to name ACADEMY OF HUMAN SERVICES (the "City of Shakopee ACADEMY OF HUMAN SERVICES"). The term "Exclusive Right" as used with respect to any rights granted to City of Shakopee hereunder means rights which are not granted by the School to any person or City of Shakopee, other than City of Shakopee. City of Shakopee shall be entitled to develop appropriate logos or symbols for the ACADEMY OF HUMAN SERVICES (the "Logos"). The Logos established by the City of Shakopee are subject to the prior written approval of the School, which consent shall not be unreasonably withheld.
 - B. **Valued Partner Designation.** During the Term, City of Shakopee shall have the Exclusive Right to use in all public relations marketing materials the designations: "Valued Partner of the Academies of Shakopee" and "Official Sponsor of the ACADEMY OF HUMAN SERVICES".
 - C. **Prior Approval; Licenses and Permits.** Any City of Shakopee use of the School's Marks or reference to the School in any signage, advertisement, marketing or publication by City of Shakopee is subject to the prior approval of the School, not to be unreasonably withheld, delayed or conditioned. Any School use of the City of Shakopee's Marks or reference to the City of Shakopee in any signage, advertisement, marketing or publication by School is subject to the prior approval of City of Shakopee, not to be unreasonably withheld, delayed or conditioned.
 - D. **Content of Message.** City of Shakopee understands that the School, in partnering with City of Shakopee, is selecting a role model and prominent business with whom to associate itself and its students, and City of Shakopee is seeking either the actual or tacit endorsement of the School for its business. Consequently, City of Shakopee may not use any messages, text or artwork which might otherwise be allowed by this Agreement that (i) is obscene, vulgar, libelous, or involves violent content or (ii) infringes upon the copyrights, trademarks, services marks, trade dress, privacy rights or other intellectual property of any third party, (iii) violates the School's Advertising Guidelines policy or its marketing efforts, (iv) concerns discrimination or harassment of a protected class, (v) involves use of alcoholic beverage, tobacco product, firearm, illegal drug, or involves any criminal activity, (vi) involves a position on a controversial political or social issue. Further, City of Shakopee agrees that all content it uses will be an appropriate representation and reflection of the School and its community's values. Violation of the terms of this subsection is a material breach of this Agreement and is grounds for immediate termination of this agreement.
 - E. **Right of First Refusal.** City of Shakopee shall have the right of first refusal to secure additional naming rights owned by the School if such rights may be offered to an industry parallel or competitor of City of Shakopee.
 - F. **Additional Rights.** City of Shakopee shall have the additional right to use free of charge any School space that is otherwise generally open to the public on a fee-for-use basis, if such space is available, and City of Shakopee reserves the space in accordance with School policies.
4. **Contact Person.** To assist in the administration of the terms and conditions of this Agreement, each of the School and City of Shakopee shall appoint one contact person as the initial point of contact for all questions and concerns related to this Agreement. The initial contact person for each party shall be the person listed for receipt of notices hereunder.
 5. **Change of Name.** Upon the occurrence of a City of Shakopee name change and upon written notice to the School, City of Shakopee or its successor shall be permitted to change the name of the ACADEMY OF HUMAN SERVICES. Following delivery of such notice, the parties shall change, as promptly as practicable, City of Shakopee ACADEMY OF HUMAN SERVICES Name of the ACADEMY OF HUMAN SERVICES to the name requested by City of Shakopee or its successor and all signage rights and

other benefits hereto shall apply to the new name, provided however, that such name change shall be subject to the School's prior written consent (such consent not to be unreasonably withheld). The cost of replacing any and all signage with the new name and new logo, if any, will be borne by the City of Shakopee or its successor.

6. **Proprietary Symbols & Intellectual Property.** The scope of rights granted hereunder does not give either the School or City of Shakopee the right to use the other's intellectual property, including any trademarks, service marks, copyrights, trade dress or other intellectual property except as licensed hereunder.
- A. **License of City of Shakopee Marks to School.** Subject to the terms of this Agreement, City of Shakopee grants to School a non-exclusive, royalty-free license during the Term to use and to grant to others the right to use "City of Shakopee", "City of Shakopee ACADEMY OF HUMAN SERVICES" and the related Logo(s), including without limitation, any copyrights, trademarks, services marks, trade dress and other intellectual property relating to the same, and any derivatives, modifications or alterations thereof (collectively, the "City of Shakopee Marks") in connection with the promotion, marketing and operations of the ACADEMY OF HUMAN SERVICES and events held at the ACADEMY OF HUMAN SERVICES; provided, however, that any rights granted by the School to third parties to use the City of Shakopee Marks shall expire contemporaneously with this Agreement. The School may, subject to prior approval of City of Shakopee, grant non-exclusive rights to providers of goods and services and advertisers to use the City of Shakopee Marks for purposes of promoting itself, the ACADEMY OF HUMAN SERVICES; provided that such uses are consistent with the terms and conditions of this Agreement. The grant by City of Shakopee herein of a license to The School shall not convey any right, title or interest in the City of Shakopee Marks or the name "City of Shakopee" for any use or purpose other than expressly provided herein, and City of Shakopee specifically reserves all such rights for itself. In addition, City of Shakopee reserves the right to inspect the School's usage of the City of Shakopee Marks at any time during the Term.
- B. **License of School Marks to City of Shakopee.** Subject to the terms of this Agreement, the School grants to City of Shakopee a non-exclusive, royalty-free license during the Term to use the names or phrases "Shakopee School District" "Shakopee Public Schools" "Shakopee High School" "The Academies of Shakopee High School" and any related logos, including without limitation, any copyrights, trademarks, services marks, trade dress and other intellectual property relating to the same, and any derivatives, modifications or alterations thereof (collectively, the "School Marks") in connection with the Name and Logos and in connection with mutually agreed-upon promotional activities to promote City of Shakopee's identification, affiliation and association with the ACADEMY OF HUMAN SERVICES and the School in its own promotional and marketing materials. The use of the School Marks is subject to the reasonable approval of the School. City of Shakopee shall not authorize any third party to use the School Marks, except to the sole extent necessary to develop and produce the promotional and marketing materials described above. The grant by the School herein of a license to City of Shakopee shall not convey any right, title or interest in the School Marks for any use or purpose other than expressly provided herein, and the School specifically reserves all such rights for itself.
- C. **Photos and Films.** Subject to the rights of the School's licensee of game broadcasting rights, and MSHSL rules and regulations, the School shall provide City of Shakopee with access to and the non-exclusive right to use negatives, photography, film or video footage of athletic and activity events for City of Shakopee's usage within City of Shakopee's marketing and other communications materials during the Term, to the extent such use is otherwise allowed by law. In the event that authorization from a third party to use such materials is necessary, City of Shakopee shall be responsible for securing that authorization at City of Shakopee's cost.
- D. **Inventions and Creations.** In connection with the naming rights associated with this Agreement, City

of Shakopee may wish to partner with the school, its faculty, staff or students in the creation of certain publications, creative materials, works of art or other intellectual property. If such a relationship is to be made, the parties shall establish a standalone agreement governing the respective rights in any such intellectual property.

7. Default & Termination.

- A. Termination without Cause. Either party may terminate this Agreement with or without cause on 180 days advance notice to the other party.
- B. Material Breach. City of Shakopee's breach of any covenant, agreement, representation, or warranty contained in this Agreement is a material breach of this Agreement.
- C. Remedy on Default. Upon the occurrence of an City of Shakopee Default or other material breach of this Agreement, the School may, at its option, upon written notice to City of Shakopee do one or more of the following:
 - i. Terminate this Agreement;
 - ii. Enforce the provisions of this Agreement by a suit in equity or at law for the specific performance of any covenant or agreement contained in this Agreement; or for the enforcement of any other legal or equitable remedy available at law;
 - iii. Seek injunctive relief to compel or prohibit conduct as controlled by the rights and duties outlined in this Agreement. Further, the parties agree and acknowledge that any breach or threatened breach of the terms of this Agreement may cause irreparable injury to the School and, in addition to any other remedies that may be available at law, in equity, or otherwise, The School will be entitled to seek injunctive relief against City of Shakopee's threatened or continuing breach of this agreement.
- D. No Continued Use of Name. Upon termination of this Agreement, the School shall be free to rename the ACADEMY OF HUMAN SERVICES and to refer to the ACADEMY OF HUMAN SERVICES by any other name and the School and City of Shakopee shall no longer use the City of Shakopee Name, and/or Logos, and shall make reasonable efforts to notify parties contracting with the School or City of Shakopee not to use the City of Shakopee Name, and/or Logos.

8. Confidentiality.

- A. Except to the extent disclosure is required by law or is authorized by this Agreement, each party agrees to treat as confidential all information regarding the other party furnished, or to be furnished, pursuant to this Agreement, or as a part of this naming rights transaction, including the terms and conditions of this Agreement, such as term and Naming Rights Fee (collectively, the "Confidential Information"), in accordance with the terms of this Section.
- B. The Confidential Information will be used solely for the purpose of fulfilling each party's obligations hereunder, and will be kept confidential by the receiving party and its officers, directors, members, employees, representatives, agents, and advisors; provided that (a) any such Confidential Information may be disclosed to officers, directors, members, employees, representatives, agents, and advisors as necessary to complete the transactions contemplated by this Agreement, (b) the receiving party may disclose any Confidential Information to which the disclosing party previously and expressly consents in writing, and (c) either party may disclose that portion of the Confidential Information that is required to be disclosed by law.
- C. City of Shakopee shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and shall stand in the shoes of the School as to any data practices request made and shall furnish to the requesting party all documents and information necessary to legally comply with the request, at no cost to the School. The School and City of Shakopee shall inform the other of any data practices request made relevant to this Agreement.

- D. Upon termination of this Agreement, each party will return to the other party all materials containing or reflecting the Confidential Information and will not retain any copies, extracts, or other reproductions thereof.

9. **Government and League Approvals.**

- A. **Government Approvals.** The parties acknowledge and agree that certain signage is subject to the requirements of Scott County, Minnesota, the State of Minnesota and the City of Shakopee. Accordingly, all signage shall comply with all applicable governmental rules and regulations.
- B. **MSHSL and School Rules.** The parties also acknowledge and agree that this Agreement is subject to State of Minnesota law and any MSHSL and School rules and regulations applicable to signage, marketing and promotional materials effective as of the date such regulation shall take effect. It shall be the School's obligation to assure that all signage shall comply with all applicable State of Minnesota laws, School rules, and MSHSL rules and regulations. In the event that a violating sign should arise, the parties will collaborate on a mutually acceptable resolution.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument.

11. **Notice.** Each notice, request, demand, consent, approval or other communication required or permitted under this Agreement (collectively, "notices") shall be in writing and shall be deemed to be given if hand delivered or sent by Federal Express at the address set forth below, or sent by facsimile machine (with confirmation of receipt) at the applicable number set forth below:

If to the School:

Shakopee Public Schools
1200 Town Square
Shakopee, MN 55379

If to City of Shakopee:

City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Any such notice shall be deemed given when actually delivered, when delivery is refused, or upon confirmation of receipt of a facsimile.

12. **Successors and Assigns.** This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their successors and permitted assigns. This Agreement may not be assigned by any party hereto without the prior written consent of the other parties, which shall not be unreasonably withheld.
13. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and that this agreement supersedes all written or oral agreements between the parties; relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.
14. **Governing Law.** This Agreement and the rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the State of Minnesota, without regard to the conflicts of laws provisions thereof.

15. **Dispute Resolution.** Notwithstanding any ACADEMY OF HUMAN SERVICES contained herein to the contrary, if a dispute between the parties cannot be resolved by mutual agreement within a period often (10) Business Days, then, unless the parties mutually agree otherwise any such dispute shall be presented to the President of City of Shakopee and the Superintendent of the School. If the City of Shakopee and the Superintendent of the School fail to resolve such dispute within thirty (30) days, unless the parties mutually agree otherwise, such deadlock or dispute shall be resolved by submitting to nonbinding arbitration to be conducted in Minneapolis, Minnesota by a single arbitrator of the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules of the AAA.
16. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
17. **Waivers.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the School and City of Shakopee, or their respective successors or assigns. No waiver of any of the provisions of this Agreement, or any other agreement referred to herein, shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

Remainder of page intentionally left blank Signature pages to follow

Signatures

FOR SCHOOL DISTRICT:

School Board Clerk Tim Brophy

Date: _____

Superintendent Mike Redmond

Date: _____

FOR CITY OF SHAKOPEE:

Position and Name:

Date: _____

Position and Name:

Date: _____

Position and Name:

Date: _____