

3023 Naming Rights

Naming of Schools shall be subject to a separate policy, which is contained in Policy No. 3023.1.

The purpose of this policy is to establish the criteria and procedures for granting Naming Rights in relation to Upper St. Clair School District (“District”) facilities other than the schools themselves. The District’s objective is that educational values not be compromised when schools and individuals or business/organizations work together, and participation has a clear educational advantage for students. This policy does not cover scholarships or research grants. The Naming Rights Policy applies District wide.

In granting naming rights, due regard should be taken of the need to maintain an appropriate balance between commercial considerations and the role which names of buildings and spaces play in contributing to the District’s sense of identity as well as their role in assisting staff, students, and visitors to orient themselves within the campus. The granting of Naming Rights must always be consistent with the District’s vision and mission. The long-term effects of the Naming Rights must be considered.

No commercial activity as defined or allowed by this policy shall be associated in any way with, among other things, the sale of tobacco, alcohol, illegal drugs, or weapons; contain vulgar and plainly offensive, obscene, or sexually explicit language; advocate the violation of law or District policy; advance any religious or political organization; promote, favor, or oppose a candidate for elected office or a ballot measure; or be associated with any company or individual whose actions are otherwise in violation of law.

The District has the exclusive discretion to determine whether to pursue, accept or decline an opportunity to name facilities. The factors to be considered by the District include, but are not limited to:

- The extent to which a naming opportunity limits or restrains the District’s discretion or its ability to pursue other opportunities;
- The duration of the arrangement or agreement and the District’s ability/discretion to terminate the arrangement/agreement;

- The extent to which the naming opportunity imposes any obligation on the District, either presently or in the future, financial or otherwise and whether the opportunity is subject to conditions acceptable to the District;
- The extent to which the naming opportunity constitutes a conflict of interest or creates the appearance of or potential for a conflict of interest; and
- The extent to which the naming opportunity affects the appearance of District property or disrupts the operation of the District.

There are two circumstances in which “Naming Rights” may be granted. In each case, it is anticipated that a specific written agreement about the nature of the naming right would be entered between the parties or their representatives, such agreement to incorporate the provisions of this policy where appropriate. The terms of this policy are subject to compliance with any specific written agreement entered between or on behalf of the parties.

Naming Rights in Consideration

“**Naming Rights in Consideration**” is in consideration of financial contributions, sponsorship or other commercial transactions. Naming Rights may be granted by the District in consideration of contributions made to the District. “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 equipment, materials, land or services. The District may partner with other community organizations to raise funds.

Naming Rights in Recognition

“**Naming Rights in Recognition**” is in recognition of any significant contributions to the District that it wishes to honor. These contributions can be financial or other gifts from donors, or meritorious service, and is at the discretion of the District in concurrence with the party or their representatives. Naming Rights may be granted at the sole discretion of the District in recognition of persons or entities it wishes to honor.

One of the following three criteria must be fulfilled in order for the granting of “**Naming Rights in Recognition**” to be considered:

- a. Recognition of outstanding service to the District; or outstanding service to the Upper St. Clair community.
- b. Recognition of the achievements of distinguished alumni.
- c. Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship etc), such contribution being voluntary and not rendered in consideration of the granting of naming rights.

The names of persons actively serving the District shall not be considered.

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 District, with the concurrence of the party or their representatives.

Granting Naming Rights

Each granting of Naming Rights shall be governed by an agreement and/or all applicable Board policies.

Items for which Naming Rights may be awarded: Physical Spaces Including, But Not Limited To,

Auditoriums/Theaters
 Gymnasiums
 Libraries
 Gardens/Walks/District-owned streets and
 ways Athletic Fields/Facilities
 Concessions/Locker Rooms
 Classrooms
 Large Group Instruction Room (“LGI”)
 Laboratories
 Hallways

Consent

The District shall not grant a Naming Right without the consent of the named party or the named party’s representative, to the extent possible.

Monetary Valuation of Naming Rights

Monetary valuations may be assigned to Naming Rights possibilities on a case-by-case basis to aid with making decisions about granting Naming Rights.

Duration of Naming Rights

The duration of Naming Rights shall be decided or negotiated on a case-by-case basis. However, all naming rights may be approved for a specific term, which shall not be longer than the useful life of the property or facility, as determined by the School Board, unless otherwise established in the contract with the donor and approved by the School Board and the donor. The duration of naming rights shall be proportionate to the value of a donation, endowment or other significant contributions to a school.

Physical Display of Naming Rights

The physical display of the Naming Rights shall be decided or negotiated on a case-by-case basis. In the case of buildings, the physical display of the Naming Rights will take into account the identification of the District and comply with all applicable laws and regulations including, but not limited to, zoning requirements.

Transferability

In this heading "parties" includes the legal representatives of the parties.

Of Named Party

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

Assignment

"Naming Rights in Consideration" may be assigned by mutual agreement between all parties. Assigned is defined as "to exchange one naming right for another." For example when a company changes its name the naming right may be changed to reflect the new name. "Naming Rights in Recognition" may not be assigned.

Renewability

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

Limit of Naming Rights

On the part of the District

The District's right to use the name and other brand elements of the Named Party shall only be permitted by express agreement with the Named Party.

On the part of the Named Party

The Named Party after whom a building or part of a building is named shall have no right to use or control the use of that building or part of the building. Use will ordinarily be determined consistent with the District's facility use policy. The use of that building or part of the building may, however, be the subject of negotiated agreement in the specific contract between the parties. The District will not agree to any condition in a contract that could unnecessarily limit the following: progress towards the District's mission and purpose, statutory obligations, or the local authority of the Upper St. Clair Board of Education.

In turn, the Named Party shall bear no liability in respect of that building or part of a building unless provided for in a specific contract between the parties. Any limits should be included in any Naming Rights agreement.

Early Termination of Naming Rights

In the event of this policy and any specific contract entered into being breached, the parties may terminate a Naming Rights agreement in advance of the scheduled date, under the following conditions:

Termination by the District

The District reserves the right, in accordance with the terms of the applicable contract, 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 the District being brought into disrepute.

Termination by the Named Party

The Named Party may without refund of consideration, in accordance with the terms of the applicable contract, 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.

Process to Establish Naming Rights:

The Superintendent, Board Committee, or Board Subcommittee (if constituted) may submit proposed naming rights to be implemented as approved by resolution of the School Board. Naming rights shall not be established except by a minimum affirmative vote of seven (7) Members of the School Board.

The School Board will decide the monetary valuation of each Naming Right after receiving a recommendation from the Superintendent or his/her designee, who may take advice from such persons or other professionals as needed. Each case should take into account market comparisons for Naming Rights, for which professional advice may be sought.

In accordance with the terms of the applicable contract and this policy, the School Board shall have discretionary authority to rescind a naming right at any time based on any action by a private individual or corporate entity that is deemed by the School Board to be inappropriate and/or in conflict with the School District's values. Naming rights shall not be rescinded except by a minimum affirmative vote of seven (7) Members of the School Board.

ADOPTED: May 23, 2011