

Title: Cecil College Naming Policy

- ☐ Initial Action: 2/14/2024
- ☐ Board Agenda: 24-018
- ☐ Last Revised
 - ☐ Policy: New
 - ☐ Procedure: New
- ☐ Last Reviewed
- ☐ Next Review: 2/14/2027
- ☐ Responsibility: President's Office

Policy

The Cecil College Naming Policy provides conditions/criteria upon which Cecil College may name its properties, programs, and positions to support the mission of the College and the Cecil College Foundation.

Procedures

The Cecil College Board of Trustees may name College properties, programs, and positions to support the fundraising efforts of the Cecil College Foundation.

The Cecil College Board of Trustees may name College properties, programs, and positions at the recommendation of the President or the Cecil College Foundation Board of Directors

The College President or designee shall prepare and maintain a current inventory of appropriate naming opportunities associated with the College.

The Board of Trustees is informed of these naming opportunities at the recommendation of the President or the Cecil College Foundation Board of Directors. The recommendation shall take into account questions of image, reputation, public service and opportunity to recognize individuals, businesses, foundations and families whose contributions to the College and the community have been significant and transformational. The Board of Trustees shall request an Executive Session to discuss proposed naming opportunities.

The Board of Trustees' decision regarding the naming or recognition shall be based on the conditions/criteria outlined in these procedures, with the vote taken in public session.

The gift must be deemed by the Board of Trustees to be commensurate with the appraised value of the named item.

Under ordinary circumstances, serving Trustees, elected officials, and College employees are not eligible for a naming. The Board may make exceptions to this rule if other unusually meritorious reasons justify the naming.

A name association does not grant the donor any ownership, partnership, control, access or use different from members of the general public nor does it allow for any special use of the name association.

In the case of a naming or recognition based on a monetary donation, the naming or recognition shall require a significant contribution, or contributions given by a donor over the course of the donor's lifetime, for the benefit of the College. In determining the appropriateness of a naming or other form of recognition based on monetary donations, the following factors may also be considered: integrity, standing and stature of the donor; the nature and duration of the donor's relationship to the College; the appropriateness of the donor's name being associated with the College; the urgency or need for the project or program, or continuing support for the program, the significance of the gift to the likely realization or success of a facility project or programmatic units, based on individual College guidelines and policies; the donor's non-monetary contributions to the College, such as volunteer services and activities, awards, and/or other assistance beneficial to the College; and the present value of one or all monetary donations contributed by the donor over the course of the donor's lifetime for the benefit of the College.

Prior to approving the naming of a facility or programmatic unit for a person, family, or organization, the Board shall have a reasonable assurance that: the proposed name will bring additional honor and distinction to the College; the recognition implied by the naming is appropriate for the behavior exhibited by the individual, family, or organization; and any philanthropic commitments connected with the naming be realized.

The monetary gift should be made in cash or by employing a fully executed gift agreement, provided that, if in the form of a pledge, it should be paid in full within five (5) years and naming is contingent upon full payment of the obligation.

In the case of a naming or recognition for an individual based on significant meritorious service (naming or recognition where this is no gift), the recommended individual shall have rendered exceptional service to the College which may be demonstrated by significant longevity at the College, superior performance in a position critical to the College's welfare, distinguished achievement within that position, distinguished achievement honored by state or national recognition, or having contributed in other exceptional ways to the welfare and reputation of the College, to education, or to the community in general, which would provide a substantial benefit to the College.

In the case of naming or recognition for an individual who is separated from the College, either through death, retirement or in any other manner, the recommendation shall not, except under extraordinary circumstances, be put forward before three years from the date of such separation.

Any recommendation for a naming or recognition shall be accompanied by a written detailed description of how the nominee satisfies all the conditions and criteria set forth herein.

Any significant change, as determined by the College, in the reputability of the recipient of a naming or recognition, as a result of a legal impropriety or other act that brings dishonor to the

College, shall make the gift, naming or recognition subject to reconsideration by the Board of Trustees. If the President withdraws a name association, no portion of the donor's gift is subject to return. The Board of Trustees shall go into Executive Session to discuss reconsideration of the naming opportunity. All recipients of a naming or recognition shall be advised of this right of reconsideration by the Board of Trustees prior to any Board action with the vote taken in Public Session.

The naming or recognition shall ordinarily last the lifetime of the property, program or position, unless otherwise specified. Demolition of the property or termination of the program or position shall terminate the designation.

The College President may require a donor (living or deceased) background check based on particular facts and circumstances. If a background check is determined to be necessary, the donor, donor's executor, or designee is required to sign an authorization allowing the background check.

If the naming opportunity is attached to a facility or piece of equipment that does not require funding, the Cecil College Foundation will place the naming funds in an endowment, stipulated scholarship, or other program fund or unrestricted account, per the donor's wishes.

The Board of Trustees, working with the President, shall determine the content, timing, location, and frequency of any public announcement(s) associated with any naming or recognition and the color, design, and size of any physical markers or signage.

The subject (individual/organization) offered the naming or recognition has the right to refuse the offer of such opportunity.

Naming of all properties, programs, and positions shall be accomplished in accordance with a written agreement consistent with this policy.

Documentation of Gifts

The College requires signed documentation for all gifts. Examples include Gift Agreements, MOUs, and Deed of Gifts. All gifts over [provide dollar amount] and gifts which including naming opportunities must be memorialized by a Deed of Gift or Gift Agreement, as applicable.

Gifts Inconsistent With the College's Mission and Values

The College welcomes gifts that promote the College's mission and align with its values. However, there may be times where the types or purposes of offered gifts may impact the College's ability to accept the offered donation. Consequently, there are certain types of gifts which cannot be accepted, such as: gifts that permit or encourage illegal discriminatory actions, violate college policy or the law; terms of use or restrictions that are tied to the incumbency of any individual in or applying for a position at the College; future maintenance costs which outweigh the value or importance of the underlying asset; reputational concerns, questionable ownership rights in the underlying asset or where possession of the property is a violation of law; gifts whose administration and use are to be directed by donors or other third parties; gifts to support scholarships, fellowships, prizes, and other forms of financial aid to students which are limited or directed to a) relatives or descendants of the donor or b) require that the donor administer the fund.

Consequently, the College reserves the right to return or refuse gifts which do not align with the College's mission or which have functions or goals which are inconsistent with the College's values. All gifts solicited in the name of and treated as gifts to the College will be administrated and expended in the sole discretion of the College.

Definitions

“Deed of Gift” means a legally enforceable agreement between a donor and the College, which outlines the terms and conditions of the donor's gift of tangible personal property, including, but not limited to, a description of the gift, its intended purpose, an appraisal from an independent authorized appraiser if required for tax purposes, how the item will be identified in the College's collections (if applicable), and the appropriate donor recognition.

“Gift” means an unconditional transfer of cash or other assets to the College made with donative intent.

“Gift Agreement” means a legally enforceable agreement between a donor and the College, which outlines the terms and conditions of the donor's gift of intangible personal property, including, but not limited to, the amount of the gift, its intended purpose, payment schedule, name of the fund, and donor recognition.

“Intangible Personal Property” includes items such as stocks, bonds, mutual fund shares, interests in partnerships, interests in intellectual property, such as copyrights, trademarks and patents, and royalty payments.

“Memorandum of Understanding (MOU)” means a written expression of a donor's intention to make a gift to the College which does not have the same legal restrictions as a gift agreement. The MOU outlines the terms and conditions of the donor's gift, including, but not limited to, the amount of the gift, its intended purpose, payment schedule, name of the fund, and donor recognition.

“Properties” includes, but is not limited to, buildings, rooms, labs, entrances, porticos, lobbies, athletic facilities, conference rooms, auditoriums, art galleries, gardens and donor recognition walls.

“Programs” includes but is not limited to, schools, institutes, academic departments, academic programs, and competitions.

“Positions” includes, but is not limited to, endowed or funded professorships, chairs, and administrators.

“Real Property” includes real estate, whether commercial or residential, co-ops and condominiums, land, including anything attached to or erected on it but excluding anything which can be removed without doing injury to the land, and anything growing on donated land.

“Tangible Personal Property” includes items such as art, books, collectibles, electronic equipment (cameras, computers, video), furniture, jewelry, and vehicles (cars, boats, trailers, trucks).