

REGIONAL SCHOOL UNIT 19
PO Box 40, 182 Moosehead Trail
Newport, Maine 04953



TO: RSU 19 Board of Directors
FR: Winn Price / Mike Hammer
DT: September 17, 2017
RE: **POLICY COMMITTEE MEETING AGENDA**

DAY: Tuesday
DATE: **October 24, 2017**
TIME: 6:30 PM
PLACE: Central Office

AGENDA

I. Public Comment

II. Policies

A. Policy Review - None

B. New Policies

1. FF Policy for Naming Facilities
2. JLCE First Aid and Emergency Medical Care
JLCE-R First Aid Administrative Procedure

III. Other

IV. Adjournment

A.D.A. Notice: If you have a special need that must be met to allow you to fully participate in this meeting, please contact the Office of the Superintendent at least two (2) days prior to this meeting.

Policy for Naming Facilities

The purpose of this policy is to establish the criteria and procedures for granting naming rights in relation to RSU 19 facilities and property. This policy does not cover scholarships or research grants. This policy establishes an equitable process by which the Board of Education can assume ~~its~~ responsibility for naming school facilities.

Prior to formal action by the Board, the nomination shall be referred to the Superintendent and followed by a review of the Finance Committee. Subsequent to discussion and ~~consideration, the Committee~~, if the ~~nomination~~ request for naming rights is found to be acceptable, ~~the Committee~~ will make a recommendation on the nomination to the Board for formal action. The RSU 19 ~~Board of Education~~ ~~Building Committee~~ shall determine and/or approve the ~~naming title~~ and all design considerations such as colors, shapes, and sizes along with the location of any and all signage or fixtures to be displayed in ~~and/or on~~ school facilities ~~and/or~~ equipment.

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.

RSU 19 shall not grant a naming right without the informed consent of the named party or the named party's ~~legal representative~~ executor. The Board reserves the right, in all cases, to refuse to name a particular facility/piece of property.

There are two (2) circumstances in which naming rights may be granted:

Naming Rights in Consideration, and Naming Rights in Recognition. The following criteria may be considered when naming school facilities.

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 RSU 19 of~~ an appropriate financial contribution or sponsorship, including ~~provision~~ ~~supplies~~ or supply of equipment, materials, land or services.

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~~It is expected that a specific agreement about the nature of naming right would be drawn up between the parties or their representatives, such agreement to be governed by the provisions of this policy.~~ The parties or their representatives shall draft a specific agreement, such agreement to be governed by the provisions of this policy, about the nature of naming right.

All such agreements are subject to RSU 19's requirements for contracts, as set forth in the School Code and related regulations, including bidding requirements for district contracts. Nothing in this policy shall be construed as to provide a provider of goods, services or financial contribution as an automatic naming right. All such rights are subject to Board approval under the terms of this policy.

Naming Rights In Recognition

"Naming Rights In Recognition" is in recognition of ~~any~~ significant contributions to RSU 19 that it wishes to honor. These contributions can be financial or other gifts from donors, or meritorious service, and is at the sole discretion of the Board in agreement with the party or their representatives. Naming rights may be granted at the sole discretion of the Board in recognition of the party it wishes to honor.

One (1) of the following three (3) criteria must be fulfilled in order for the granting of naming rights in recognition to be considered:

1. Recognition of outstanding service to RSU 19; or outstanding service to the RSU 19 community.
2. Recognition of the achievement(s) of distinguished alumni.
3. Recognition of a noteworthy financial or other contribution from a donor (be it way of donation, bequest, sponsorship, etc.), such contribution being voluntary and not rendered in consideration of the granting of naming rights.

RSU 19 or its officially recognized Educational Foundation 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 at the sole discretion of the Board, with the agreement of the party or their representatives. If the name is acceptable to this individual or their representatives.

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Granting Naming Rights

In granting naming rights, either in consideration or in recognition, due regard should 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 RSU 19'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 approved by the Board prior to installation in or on RSU 19 property. Any permanent or nonpermanent fixtures shall become the sole property of ~~the District~~ RSU 19. The granting of naming rights must always be consistent with vision, mission and shared purpose of ~~the District~~ RSU 19.

~~The long-term effects of the naming rights must be considered. The department/school affected by the naming right to be granted must be consulted before any decision is made. 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
- Large Group Instruction Room ("LGI")
- Classrooms /Laboratories
- Hallways
- Gardens/Walks/District-owned streets and ways
- Athletic Fields/Facilities/Concessions/Locker Rooms

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~~ **ing** displayed outstanding leadership; or be a person of historical significance. It shall be the 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.

Facilities may be named after major contributors to RSU 19. The Board will evaluate the financial value of naming rights based on a review of the market for naming rights. If named after a company, group and/or product must, as determined by the Board, have

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and maintain an exemplary record and positive public contributions to this ~~and nonpartisan image~~. The Board reserves the right to revoke the name should it discover information about the company, group and/or product that would lead to the individual entity not meeting the requirements set forth herein.

Transferability

Naming rights in consideration may be traded by ~~mutual~~ **the** agreement ~~between all parties~~ **of the RSU 19 Board**. Traded is identified as “to exchange one naming right for another.” For example, when a company changes its name, the naming right may be changed or “traded” to reflect the new name. Naming rights in recognition may not be traded. RSU 19 may, as it deems necessary, require the company to provide compensation for the costs of any such change. If the company refuses to or does not provide compensation for such costs, RSU 19 reserves the right to remove the name due to the fact that it no longer represents the company who received the naming rights.

Limit of Naming Rights

- On The Part of The District – RSU 19’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 facility is named shall have no rights to the purpose to which that building or facility is applied unless provided for in the specific contract between the parties. RSU 19 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 School Board.

In turn, the named party shall bear no liability in respect of that building or facility unless provided for in the specific contract between the parties. Any such limits must be included in any naming right agreement.

Early Termination of Naming Rights

- Termination By The District – **RSU 19** shall have the authority to revoke the naming of a facility for compelling reasons at the sole discretion of the Board of Education. ~~Any prepaid financial contributions will be proportionally refunded except in the case of termination prompted by a company or product’s tarnished public image.~~

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- Termination By The Named Party – The named party may without refund of consideration, at its sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date upon request to the Board of Education.

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FIRST AID ADMINISTRATIVE PROCEDURE

The building Principal or his/her designee shall be notified immediately of an injury to any student in the school building or on the school premises.

A report of the injury and first aid given shall be made in writing, with a copy sent to the Superintendent and a duplicate copy retained in the school files.

If the student is to be sent home, the Principal/designee shall first determine if the parent or guardian is at home to receive the student.

The student should not be sent home unless some responsible person in the household is there to receive him/her. In case the student is not able to go home unassisted, the Principal shall require the parent to call for the child or shall provide proper supervision in seeing that the child is escorted safely home.

In the case of serious injury requiring the immediate attention of a physician, the following procedure shall be followed:

- A. The school nurse and school physician shall be called immediately and the family notified.
- B. If the school physician is not available, the family shall be contacted and the student sent to the family physician on the instruction of the parent.
- C. If the family physician is not available, any other physician shall be called, or the student shall be taken to the nearest hospital.
- D. The parent shall be responsible for any fees in connection with (B) and (C) above.

Legal Reference: 20-A MRSA § 4009

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