



PROCEDURE:	Pr F: 01
EFFECTIVE:	Jan. 15, 2008
AMENDED:	
RELATED POLICIES:	F:01, A:16,A:28
REPEALS:	
REVIEW DATE:	2017-2018

## 1.0 Objective

- 1.1 To develop procedures to govern the consideration of offers for donations, the acceptance of donations, and the establishment of sponsorship agreements.

## 2.0 Definitions

- 2.1 Donation – A gift that involves money, materials or services where the only tangible benefits the donor receives are a letter of thank-you and a charitable donation receipt for tax purposes (as permitted by law).
- 2.2 Sponsorship – A written agreement for the provision of funds, price reductions, equipment, materials or services in exchange for some form of exclusivity and/or product recognition for a specified period of time.
- 2.3 Partnership – the overall term used to describe all joint ventures between the Board and/or its schools, and a community-based organization, a business, a government, or other educational institutions. A partnership is founded on the concept of mutual benefit wherein an enduring relationship evolves to provide advantages for both partners. The basis of a partnership is not necessarily financial. Rather, it can be an exchange of human and/or physical resources.

## 3.0 Approvals required for accepting donations

- 3.1 The Board may, through its authorized representatives, accept or decline offers of donations of cash, negotiable securities or other non- cash donations (gifts in kind). Offers of donations shall be considered as follows:
- Donations with a maximum dollar value of \$10, 000 directed to a particular school shall be subject to the approval of the Principal in consultation with the Superintendent of Education and the Superintendent of Business or designate.
  - Donations with a dollar value greater than \$10,000 directed to a particular school shall be subject to the approval of the Superintendent of Education in consultation with Executive Council.
  - Donations directed to a group of schools or Board – wide shall be subject to the approval of Executive Council.

To be considered, offers of donations other than cash or negotiable securities must be in writing and include a valuation of the donation by a person competent to make such appraisal.

#### **4.0 Authority to enter sponsorship/partnership agreements on behalf of the Board**

- 4.1 All school based sponsorship/partnership agreements require the approval of the Principal, in consultation with the School Council, and the approval of the appropriate Superintendent of Education. The Superintendent may discuss the proposal with Executive Council before rendering a decision.
- 4.2 Any agreement deemed by the Superintendent of Education to be out of the ordinary or the first of its kind for the Board shall be brought to Executive Council for discussion.
- 4.3 All board- wide agreements require the approval of Executive Council.

#### **5.0 Factors to be considered when deciding whether to accept an offer of donation or before entering into a sponsorship or partnership agreement:**

- 5.1 When deciding whether to accept an offer of donation or before entering into a sponsorship or partnership agreement, the following must be considered:
  - a) The compatibility of the donation and/or sponsorship/partnership agreement with the Board's mission, vision and goals;
  - b) The compatibility of the donation and/or sponsorship/partnership agreement with the Board's policies and procedures;
  - c) Value of the gift and/ or sponsorship/partnership agreement to the school's educational program;
  - d) Location of the gift in the school's building or on the school property;
  - e) Applicable installation or repair costs;
  - f) Safety, security and maintenance requirements;
  - g) Board standards of equipment (e.g. computers, audio-visual);
  - h) Financial commitment required by the school or the Board (e.g. ongoing costs).
  - i) For sponsorship agreements involving school uniforms, compliance with the requirements of the OFSAA Uniform Sponsorship Policy where necessary.
  - j) Whether conditions attached to the gift or agreement impose inordinate or undue restrictions on the normal operations of the school and/or Board.

#### **6.0 Status of Donations**

- 6.1 An individual or group wishing to make a donation should consult with the school principal, or the designated Board official. The donor should be informed that:

- a) All donations shall become the property of the Board and remain under the Board's control.
- b) The Board will attempt to honour the intent of the donor as to use and location of accepted gifts but does not make any commitment as to use, replacement or disposal.
- c) The use of the gift will be dependent upon the availability of funds within the school/Board budget.
- d) Installation of, and/or alterations to, Board property required in association with acceptance of the gift shall be subject to the approval of the Superintendent of Business.

## **7.0 Recognition of Donor**

- 7.1 The principal is expected to express in writing to the donor the school's appreciation for the gift. In the case of a group of schools or Board-wide donations or sponsorships, the Superintendent of Education is expected to express in writing to the donor the Board's appreciation for the gift.

## **8.0 Tax Receipts**

- 8.1 The Superintendent of Business or designate shall issue Income Tax Receipts in accordance with the Income Tax Act, R.S.C. 1985, c. 1 and the guidelines issued by the Ontario Association of School Business Officials.

## **9.0 Sponsorship/Partnership Agreements**

- 9.1 All sponsorships/partnerships shall be confirmed in the form of a written agreement. Schedule "A" attached is a recommended format for a sponsorship/partnership agreement.
- 9.2 All agreements must be executed by the appropriate Board official authorized to grant approval.
- 9.3 Copies of all signed agreements must be forwarded to the Superintendent of Business.
- 9.4 The Board official granting approval, to ensure continued compliance with the Board's mission, values, goals, policies and procedures, shall review applicable sponsorship/partnership agreements annually.
- 9.5 The Superintendent of Business will report to the Board annually on donations and sponsorships/partnerships.

## **10.0 Advertising**

- 10.1 No advertisement or announcement shall be placed in a school or on school property or distributed or announced to the pupils on school property without the consent of the Board, except announcements of school activities. Such consent shall be sought pursuant to the provisions of this procedure and other applicable Board policies and procedures.
- 10.2 Any agreement, wherein a company or community-based organization speaks at an assembly or makes a visual/audio presentation to promote a product or service in exchange for a donation/benefit to the Board/school, shall be in writing and shall be subject to the approvals set out within this procedure.
- 10.3 Any materials etc. sent home from the school through students must be approved pursuant to this procedure and/or Board Policy A: 16 Information/Materials Distribution to Parents/Guardians.



**WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD  
SPONSORSHIP/PARTNERSHIP AGREEMENT**

This is to certify that the Windsor- Essex Catholic District School Board and \_\_\_\_\_ have agreed to enter into a sponsorship/partnership agreement.

**Sponsorship:** A written agreement for the provision of funds, price reductions, equipment, materials or services in exchange for some form of exclusivity and/or product recognition for a specified period of time.

**Partnership:** The overall term used to describe all joint ventures between the Board and/or its schools, and a community-based organization, a business, a government, or other educational institutions. A partnership is founded on the concept of mutual benefit wherein an enduring relationship evolves to provide advantages for both partners. The basis of a partnership is not necessarily financial. Rather, it can be an exchange of human and/or physical resources.

**Participants and contact information:**

Windsor-Essex Catholic District School Board	Sponsor/Partner name
School(s)/Department	Name of Business/Organization/Individual
Address:	Address:
Contact:	Contact:
Phone/Fax/e-mail:	Phone/fax/e-mail:

**Purpose and outline of the sponsorship/partnership agreement:**

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**The product or service of the sponsor/partner:**

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**Description of the commitment of each party (WECDSB and Sponsor/Partner) to the agreement:**

**Financial:**

**In-kind (e.g. equipment, material, or services):**

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**Length of Agreement:**

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

**Description of the form of recognition to be given to the sponsor/partner:**

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**Signatories to the Agreement:**

**a) For the Business/Organization/Individual**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**b) For the School/Department**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

c) **For the Board**

\_\_\_\_\_

Name (Print)

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Note:**

- This sponsorship/partnership agreement may be terminated in writing by either participant at any time or by either participant at a time agreed upon by the participants.
- The Windsor-Essex Catholic District School Board is not responsible for any claims arising out of the sponsorship/partnership agreement.