



AP 560 – SPONSORSHIPS AND DONATIONS

BACKGROUND

The Division believes that education is a shared responsibility within our community. Community involvement in education, which impacts positively and directly on student learning, is welcomed. The establishment of close relationships with community-based organizations, businesses, and other educational institutions enhances public education by uniting schools and the community.

The Division recognizes its responsibility:

1. To ensure the integrity of its educational programs;
2. To prevent staff and students from being restricted to one view or single perspective;
3. To enhance its educational offerings and opportunities when feasible.

Within this framework, the Division appreciates that a rich diversity of mutually beneficial skills, resources and opportunities for individual, and corporate involvement with the Saskatoon Public Schools is present within the community.

Sponsorships and donations that are of mutual benefit to schools and the community will be both welcomed and accepted, subject to these procedures.

DEFINITIONS

1. A “Contribution” includes a financial donation, in-kind donation, or sponsorship.
2. A “Donor” is defined as any third party making a contribution.
3. A “Financial Donation” is defined as a monetary contribution by another party to the Division.
4. A “Sponsorship” is defined as a formal agreement between the Division and another party. which has a minimum value in excess of \$5,000.

PROCEDURES

1. A Contribution shall:
 - 1.1. Be compatible with the Strategic Plan of the Division;
 - 1.2. Support and/or enhance the existing curriculum and the accepted methodology of delivering the curriculum;
 - 1.3. Enrich existing curricular and/or extra-curricular programs that are presently funded by the Division. Facilitate communication and cooperation amongst education, the business community and the community at large;
 - 1.4. Promote educational opportunities in an equitable manner for all students;
 - 1.5. Promote the welfare of the learner rather than any special interest group; and
 - 1.6. Be acknowledged in an appropriate manner consistent with this procedure.
2. Prior to the acceptance of any potential contribution, the division shall complete an assessment of the potential contribution in accordance with this procedure. The assessment shall be



proportionate to the risk presented by the potential contribution and the monetary value of said contribution.

3. Information which may be considered by the division in the assessment of a potential contribution may include:

- 3.1. The amount and form of the potential contribution; including, where the potential contribution is an in-kind donation, the nature of the goods or services to be provided and the approximate monetary value of same.

In the case of a financial donation or scholarship, whether the funds will be designated for any particular use within the division, and if so, the program, activities, facilities, equipment, or other products which the donor wishes to support.

- 3.2. Information about the donor's business, including but not limited to:

- 3.2.1. Ownership and history of the donor
- 3.2.2. The product or service offered by the donor; and
- 3.2.3. Designated representatives for the donor and their contact(s), information and;
- 3.2.4. Reasons for the donor's interest in the division.

4. Each sponsorship may be subject to execution of a written agreement between the donor and the division, which shall set out the terms and conditions applicable to the sponsorship. Without limiting the generality of the foregoing, each sponsorship agreement shall be subject to termination when:

- 4.1. The terms of the sponsorship agreement are breached, including but not limited to the use by the donor of the division's name, likeness or information outside the parameters of the sponsorship agreement.
- 4.2. The division holds the right to immediately suspend this agreement if the donor acts against the strategic plan of the division, commits an illegal act or has acted against the division's direction.
- 4.3. Either party provides a minimum of sixty days' notice to the other.
- 4.4. Either party determines it is no longer in that party's best interest to continue the sponsorship.

5. The terms and conditions applicable to any financial donation or in-kind donation may be documented in writing where deemed appropriate by the division; and shall be documented in writing and executed by the donor and the division whenever the financial donation or in-kind donation is valued in excess of \$5,000.

6. Notwithstanding any contribution by any party, the division and its schools shall retain, at all times, full control of the school program. The division shall not accept any contribution, or enter into any sponsorship agreement, which purports to derogate from the complete control by the division over its programs.

7. It is the expectation of the division that contributions will be utilized to enrich and complement existing programming. Accordingly, at no time shall an educational program be or become entirely dependent on funding provided by an external agency.



- 7.1. In cases where the donations are related to technology, the division holds the right to refuse based on factors related to: interoperability with existing systems, expected lifespan, support availability, and total cost of ownership.
8. A decision whether to accept a potential contribution must be made. In the case of contributions:
 - 8.1. Up to a yearly value of up to \$5,000 by the superintendent of education for that location.
 - 8.2. In the case of contributions with a yearly value between \$5,000.01 and \$250,000, by the Executive council.
 - 8.3. In the case of contributions with a yearly value in excess of \$250,000, by the Board.
9. The Division holds the discretion to accept potential contributions. Without limiting the generality of the foregoing, the division will not accept any contribution that:
 - 9.1. Would result in the division breaching any applicable legislation, including without limitation, The Education Act, 1995, as the same may be amended or replaced from time to time.
 - 9.2. Is or may be too difficult or expensive to administer in relation to the value of the contribution;
 - 9.3. Would result in any unacceptable liability, risk or consequence to the division;
 - 9.4. Is inconsistent with the objectives of the division; or
 - 9.5. Does not comply with this procedure and any other applicable policy or procedure adopted by the division.
10. Tax Receipts
 - 10.1. In certain situations, contributions will merit the issuance of an income tax receipt. Such tax receipts shall be issued through the office of the Chief Financial Officer following the guidelines established, in consultation with Canada Revenue Agency. Receipts shall only be issued for contributions in excess of \$500 at the discretion of the division and following all CRA (Canadian Revenue Agency) guidelines for proper taxation purposes. Tax receipts for donations valued above \$1000 will require an appraisal.
 - 10.2. Appraisal of the value of donated items or services to determine a value for income tax receipt purposes shall:
 - 10.2.1. Be in the manner determined by the Chief Financial Officer. Where reasonably requested by a potential donor, the Chief Financial Officer shall advise in advance of acceptance of a contribution whether the contribution will qualify for an income tax receipt. To be included as part of the fiscal report in September's inaugural board meeting.
 - 10.2.2. On an annual basis, the Board shall receive a report describing all known contributions with a value in excess of \$5,000. The Director and/or designate shall maintain a registry of all contributions with a value in excess of \$5,000.
11. Where feasible, and subject at all times to any specific direction by a donor, the director and designate shall endeavor to achieve fair distribution of contributions throughout the schools of the division.
12. While this Policy does not specifically cover Grants and their processes, all Grants from organizations must follow the same procedure for approvals and should be signed by the Chief Financial Officer.



13. All other fundraisers that are not covered in this procedure are to be done as per the School guidelines and to contact division Superintendent for any questions.
14. All information collected by the division in assessing and/or administering a contribution shall be kept confidential to the extent permitted by law. However, potential donors are advised that the division is subject to The Local Authority Freedom of Information and Protection of Privacy Act, and as such, the division may have statutory obligations to disclose certain information regarding donor or potential donor upon request.

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