



FAIR LAWN BOARD OF EDUCATION DONOR AGREEMENT

This agreement is made on Click or tap to enter a date. and entered into between Type text here (hereinafter called the Donor), and the Borough of Fair Lawn Public Schools Board of Education, (hereinafter called the BOE), a tax exempt non-profit educational organization as described under Section (501) (c)(3) of the RIS code.

AGREEMENT PARAMETERS

The Donor agrees to transfer by gift Click or tap here to enter text. to the BOE to be used as follows (please check one of the boxes below)

Amount/Value of Donation: Click or tap here to enter text.

- ☐ **An unrestricted gift to the BOE.** An unrestricted gift to the BOE may be used by the BOE for any purpose at any time.
- ☐ **A restricted gift to the BOE to be used for a specific purpose or activity to include naming rights as follows:**

Click or tap here to enter text.

For all restricted gifts: questions on next page MUST be answered. Building Principal must signed next page.

The parties have executed this Agreement subject to the terms and conditions provided on the next page.

Donor Signature _____ Click or tap to enter a date.

Donor Name Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

____ Approved _____ Not Approved

By _____ Date _____
Camille DeFranco, Acting Superintendent of Schools

Conditions

1. **Gift.** The Donor irrevocably gives, delivers, transfers and assigns to the BOE all rights, title and interest in the property described above and understands that these assets shall become the property of the BOE who shall have the sole legal right to determine their disposition. All gifts, bequests, and devises to this Fund are subject to acceptance by the Board of Directors on behalf of the BOE and shall be irrevocable once accepted by the BOE.
2. **"A restricted gift to the BOE to be used for a specific purpose or activity to include naming rights"** means a Restricted Fund 20 gift shall be used to provide support to the BOE for the sole purpose as outlined in this agreement within the scope of Code section 170(c)(1) or (2)(B) that is consistent with the exempt purposes of the BOE.
3. **Administrative provisions.** Notwithstanding anything herein to the contrary, the BOE shall hold all donations, subject to the provisions of the applicable New Jersey laws and the Articles of Incorporation and Bylaws of the BOE.

Questions

1. Does the gift include/require installation? ____ Yes ____ No (If Yes, complete #s 2 & 3.)
2. Is the installation cost included in the amount of the gift? ____ Yes ____ No
 - a. If No - Who is responsible for installation costs? _____
What is the expected cost of installation? _____
3. Installation requirements (please include who will install the gift).

4. Are there continued/recurring costs associated with the gift? ____ Yes ____ No (If Yes, complete #s 5, 6, 7.)
5. Will there be Maintenance Contract costs? ____ Yes ____ No (If Yes, indicate amount & specifics.) _____
6. Will there be training costs? ____ Yes ____ No (If Yes, indicate amount & specifics.) _____
7. Will there be costs for additional materials? ____ Yes ____ No (If Yes, indicate amount & specifics.) _____

8. What school official did you discuss this gift with? _____
9. What school program will this gift enhance? _____

____ Approved ____ Not Approved _____
Principal's Signature Date

[End of BOE Donor Agreement]

Donation Procedures

All donations must be approved before they may be accepted by the schools or the Board of Education. See Board of Education Policy # 7230

What is a donation?

Any gift to the Board of Education, individual schools or school activities is considered a donation. Gifts include cash, supplies, furniture, assembly programs, services, etc. Donors include PTOs, PTAs, corporations, parents and other individuals. Gifts may be unrestricted – cash used for any purpose or property/items that the district may use or sell at its discretion – or restricted by the donor to be used for a specific purpose.

How is a restricted donation approved?

Step 1. – The donor must complete the Fair Lawn Public Schools Donor Agreement and forward the form with any pertinent documents to the school principal.

Step 2. – If the principal approves of the donation, the Donor Agreement Form and documents should be forwarded to the Superintendent's office.

Step 3. – Gifts less than \$1,000 –

1. If gift is to a school or school activity, the Superintendent will approve or deny acceptance of the gift and return the signed Donor Agreement to the school principal.
2. The school principal will forward the approved (or denied) agreement to the donor with a thank you acknowledgement.
3. The school principal will make the appropriate arrangements for acceptance of the gift, if approval is granted.

– Gifts of \$1,000 or more –

1. If the Superintendent recommends acceptance of the gift, a resolution to accept the donation will be on the Agenda for the next regular Board Meeting.
2. After the Board Meeting, if the gift is to a school or school activity, the Superintendent will sign and return the approved or denied Donor Agreement to the school principal.
3. The school principal will forward the approved (or denied) agreement to the donor with a thank you acknowledgement.
4. The school principal will make the appropriate arrangements for acceptance of the gift.

Gifts benefiting more than 1 school

Examples: Assembly program to be presented in all elementary schools donated by PTOs/PTAs of the schools

One Donor Agreement Form should be completed listing all the donors and signed by each school principal.

Cash donation for Spanish language supplies in all schools

Donor Agreement Form should be approved by the subject supervisor instead of the school principal.

Panel truck for Buildings & Grounds

Donor Agreement Form should be approved by department supervisor.

Unrestricted cash gift to the District

Donor Agreement Form should be approved by the Business Administrator instead of the school principal.