

PUBLIC GIFTS TO THE SCHOOLS/
IMPROVEMENTS TO FACILITIES

Date: February 17, 2008

All gifts, donations, and school-initiated improvements must satisfy the following criteria:

1. Gifts, donations, and school initiated improvements requiring or implying endorsement of any business or product will not be accepted without approval of superintendent.
2. Regardless of value, all gifts, donations, and school initiated improvements to individual schools or the district matching the following criteria must be approved by the superintendent and designated department head:
 - Items or programs adding to staff duties and responsibilities;
 - Items that will begin a program which the Board would be unwilling to take over;
 - Items requiring building modifications not currently budgeted (construction, electrical, plumbing, network wiring, etc); or
 - Items requiring immediate modifications for standardization or compatibility and/or future maintenance by school district personnel (ice machines, computer equipment, washing machines, software, etc).
3. Gifts, donations, and school-initiated improvements identified in #2 above will be submitted on Form 1 to the appropriate department head and/or the superintendent.
4. **All school initiated improvements must comply with Policy / Procedure DJED and meet the following criteria:**
 - **A comprehensive list of all donors, volunteers, and contractors must be provided to the appropriate department;**
 - **A licensed contractor must be used to perform any improvements or modifications to school system property;**
 - **Contractors must hold a current Columbia County license authorizing them to perform the desired work;**
 - **A permit will be required for all work that includes modifications to existing buildings or new construction on school system property; and**
 - **Drawings and/or plans must be submitted with the appropriate KHE Form and General Service Contract prior to approval by departments.**
5. The recipient school or department will prepare a letter of appreciation to be signed by the Chairman of the Board of Education and the superintendent for each donor.

ADOPTED: 11/24/98

REVISED: 11/24/98, 4/7/03

Columbia County Board of Education

Form 1 - Procedure KHE – Public Gifts to the Schools/Improvements to Facilities

Gifts, Donations,
And School Initiated Improvement Projects

PLEASE NOTE: This form is located on public drive, located in the “Board Meeting Forms” folder. It must be accessed through public drive, properly completed, and submitted electronically to the appropriate department. The department will forward the form to the Assistant Superintendent of Student Support.

Reference: Procedure KHE
Form KHE

S A M P L E

**GIFTS, DONATIONS AND
SCHOOL INITIATED IMPROVEMENT PROJECTS**

(Please refer to CCBOE policy and procedure KHE)

Response required for each item

Select School: Elementary Middle High Department

Date: _____

1. Proposed Gift, Donation, or Improvement (describe in detail including donor):

2. Estimated value of donation / gift / project:

3. Does this donation / gift / project require installation (electrical wiring, network wiring, etc.), building / grounds modifications, and/or continuous maintenance? YES NO

If yes, please provide detailed information including the responsible department(s) or parties for funding. ***

4. How do you plan to fund this project? If funding is being requested from any department prior written approval will be needed.

5. Other Information:

6. By signature provided on this form, I verify the following requirements have been met:

- This school initiated improvement complies with Policy / Procedure DJED.
- A comprehensive list of all donors, volunteers, and contractors has been provided to the appropriate departments.
- The contractor is licensed and approved to perform the requested improvements or modifications.
- The contractor holds a current Columbia County license authorizing him or her to perform the desired work.
- A permit has been acquired for all work that includes modifications to existing buildings or new construction.
- Drawings and/or plans are included with this form and General Service Contract prior to approval by department(s).

Reviewed and Approved (Principal): _____

Reviewed and Approved (Assistant Superintendent): _____

Board Approval and Date: _____

*** (If #3 above is yes, please route this form and all necessary information to the department head
Or party responsible for funding or maintenance prior to sending to Assistant Superintendent)

NOTE: The department(s) affected MUST maintain a copy of this form for their records.

THIS SECTION TO BE FILLED OUT BY APPROPRIATE DEPARTMENT ONLY:

Department: Select One

Date: _____

Reviewed and Approved (Director): _____

Review and Rejected (Director): _____

Action to be taken: _____

(CCBOE OR SCHOOL LETTERHEAD)

SAMPLE

GENERAL CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made effective as of Date by and between Company name of Complete Company Address and Person's name, School or Department name, Columbia County Board of Education.

In this Contract, the party who is contracting to receive services will be referred to as "Columbia County Board of Education," and the party who will be providing the services will be referred to as "Company name".

1. **DESCRIPTION OF SERVICES.** Beginning on Start date, Company name will provide to **Columbia County Board of Education** the following services (collectively, the "Services") enter the type of services being provided by the company.

2. **PAYMENT FOR SERVICES.** In exchange for the services the **Columbia County Board of Education** will pay compensation to Company name for the services in the amount of \$ Total Amount.

Services will be payable as follows: enter the method of payment (i.e., in three increments, two increments, etc.

3. **TERM.** This Contract will terminate automatically on Contract termination date.

4. **LICENSE, INSURANCE AND WORKERS' COMPENSATION.** A copy of your:

-Columbia County Business License or Job Construction Permit

-Proof of General Liability Insurance

Document must show name of insurer with a minimum of \$500,000 coverage. Columbia County should be listed on the policy as an Additional named insured.

-Proof of Professional Insurance

Document must show name of insurer with a minimum of \$1,000,000 coverage

-Proof of Workers' Compensation Insurance

Contractor is required to provide a certificate of insurance satisfactory to the Board of Education for Worker's Compensation benefits or evidence that Contractor is a qualified self-insurer for Workers' Compensation. To be satisfactory to the Board of Education, insurance must be written by a company licensed and in good standing with the Georgia Insurance Department and must include minimum limits for part 2-employers liability of \$100,000/\$500,000/\$100,000.

The above insurance information must be provided before payment can be made.

5. **CONFIDENTIALITY.** Company name and its employees, agents or representative will not at any time or in any manner either directly or indirectly, use for the personal benefit of Company name or divulge, disclose or communicate in any manner, any information that is proprietary to **Columbia County Board of Education**. Company name and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Upon

termination of this Contract, Company name will return to **Columbia County Board of Education** all records, notes, documentation and other items that were used, created, or controlled by Company name during the term of this Contract.

6. **INDEMNIFICATION.** Company name agrees to indemnify and hold **Columbia County Board of Education** harmless from all claims, losses, expenses, fees including attorney fees costs, and judgments that may be asserted against **The Columbia County Board of Education** that result from the acts or omissions of Company name and/or Company name's employees, agents, or representatives.
7. **WARRANTY.** From the date of acceptance by the Columbia County School System the contractor shall provide a one-year warranty on all parts, material, and workmanship under the scope of the original contract.
8. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall have **30** days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.
9. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
10. **SERVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
11. **AMENDMENT.** This Contract may be modified or amended in writing, if the party obligated under the amendment signs the writing.
12. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Georgia.
13. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
14. **ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient:

Columbia County Board of Education

By: _____
Name
Title, School or Department name

Date: _____

Provider:

By: _____
Name
Title, Company name

Date: _____