

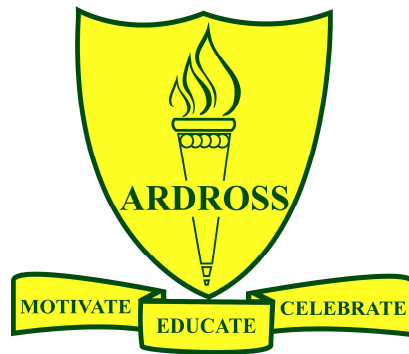


# Ardross Primary

An Independent Public School

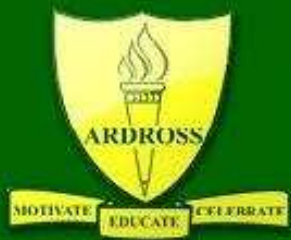


Links Rd Ardross WA 6153 Phone 9364 2771 Fax 9316 2291 ABN 69 364 224



## SPONSORSHIP and PROMOTIONS

## POLICY AND PROCEDURES



# Ardross Primary

An Independent Public School



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## 1. INTRODUCTION

Sponsorship and/or promotional arrangements with local businesses represent an opportunity to enhance the school environment and enrich and extend the educational experiences of students at Ardross Primary School ("the School").

Sponsorship of schools by the community in Western Australia has been a feature of Government education for many years. In more recent times there has been an increase in sponsorship activity, with this being formally recognised through the School Education Act 1999 (WA) ("the Act") and the School Education Regulations 2000 (WA) ("the Regulations"), which permit schools to enter into sponsorship and promotional arrangements, following designated guidelines.

This document outlines the policy and procedures to be followed when the School considers and enters into sponsorship or promotional arrangements. This Policy is in keeping with Government policy.

## 2. DEFINITIONS

### **Arrangement**

An agreement or arrangement for sponsorship and/or promotion in connection with an educational programme or school activity at a Government school under which the School or any member of staff of, or a student at, the School receives money, goods, services or facilities.

### **Board**

The School Board of Ardross Primary School under the Act.

### **Department**

The Western Australian government department currently known as the Department of Education.

### **Donations**

An unconditional gift of money, material or services.

### **Promotions**

A scheme or arrangement conducted by organisations which is intended for commercial or other benefits, which involves and rewards students, teachers, schools or school systems for participating in the scheme or arrangement.

Example:

A business is prepared to supply schools with some equipment, subject to students collecting sales docketts from designated stores.

### **Sponsorship**

The negotiated provision of funds, goods or services to students, teachers, schools and school systems in exchange for advertising, publicity or other benefits.

Example:

A local business is prepared to pay the costs for the school newsletter in return for acknowledgement in the newsletter.

### 3. RELEVANT SECTIONS OF THE ACT

#### 3.1 POWERS OF MINISTER

216(1) *The Minister may do all things necessary or convenient to be done for the purpose of furthering the best interests of students and educational programmes in government schools*

216 (2) *...the Minister may for the purpose mentioned*

(d) *allow persons to undertake advertising or sponsorship, of the kind and extent that is authorised by regulations, in connection with educational activities in government schools;*

216(5) *An agreement or arrangement for advertising or sponsorship in relation to a government school is not to be entered into by the principal of the school acting –*

(a) *in exercise of the power conferred in subsection 2 (d);*

(b) *as the subdelegate of the Minister under subsection 225;*

*unless the School Board for that school has approved the agreement or arrangement.*

#### 3.2 WHEN SCHOOLS FUND TO RECEIVE MONEY PAID FOR ADVERTISING OR SPONSORSHIP

221(1) *Where –*

(a) *an agreement or arrangement for advertising or sponsorship in relation to a government school is entered in to by the principal of the school acting –*

(i) *in exercises of the power conferred by section 216 (2) (d); and*

(ii) *as the subdelegate of the Minister under section 225;*

*and*

(b) *the subdelegation expressly states that this section is to apply,*

*any money payable for the advertising or sponsorship is to be credited to the General Purposes Fund of the school in accordance with section 112 (1) (d).*

221(2) *The Minister is to ensure that a subdelegation does not state that this section is to apply unless the application of the section in the particular case is in accordance with the fair distribution across government schools of the benefits of advertising and sponsorship.*

#### 3.3 THE FUNCTIONS FOR A SCHOOL BOARD ARE:

128 *The functions of a Board are:*

(e) *to carry out the functions given by sections...216 (5).*

## 4. RELEVANT REGULATIONS OF THE REGULATIONS

### 4.1 PART 3 MANAGEMENT OF GOVERNMENT SCHOOLS

#### ***Division 7 - Advertising and sponsorship***

#### **49 Definition**

*In this Division —*

**“arrangement”** means an agreement or arrangement for advertising or sponsorship in connection with an educational programme or school activity at a government school under which the school or any member of staff of, or student at, the school receives money, goods, services or facilities.

#### **50 Duration and value of arrangements: ss. 216(2)(d) and 244(3)**

- (1) *The Minister may enter into an arrangement that has effect for up to 5 years.*
- (2) *The chief executive officer acting in the exercise of the power conferred by section 216(2)(d) and as the delegate of the Minister under a delegation under section 224 may enter into an arrangement -*
  - (a) *that has effect for up to 5 years; and*
  - (b) *that has a value up to \$100 000.*
- (3) *The principal of a government school acting in the exercise of the power conferred by section 216(2)(d) and as the subdelegate of the Minister under a subdelegation under section 225 may enter into an arrangement in relation to the school*
  - (a) *that has effect for up to 2 years; and*
  - (b) *that has a value up to \$10 000.*
- (4) *Without affecting section 216(5), an arrangement referred to in subregulation (2) or (3) is of no effect unless the terms and conditions of the arrangement are approved by the Minister.*
- (5) *An arrangement that has a value of \$500 or more must be in writing.*

#### **51 Limitations on arrangements: ss. 216(2)(d) and 244(3)**

*An arrangement -*

- (a) *must not adversely affect, or be likely to adversely affect the safety, health, welfare or best interests of the students at the school;*
- (b) *must not require the school or any member of staff of, or student at, the school or the department to endorse, recommend or promote any goods or services;*
- (c) *must not enable a party to the arrangement other than the Minister, the chief executive officer or the principal, as is relevant to the case*
  - (i) *to invite students to participate in an activity; or*

- (ii) *to make the arrangement conditional upon student participation in an activity;*
- (d) *must not provide for any student at the school to participate in an activity unless the student chooses to do so;*
- (e) *must not restrict competition or require or lead to the exclusive supply by the advertiser or sponsor of goods or services to the school;*
- (f) *must not promote, or enable the distribution of, goods or services to the school or to any member of staff of, or student at, the school if the consumption of the goods or services is likely to*
  - (i) *conflict with the ethos and values of the school; or*
  - (ii) *otherwise adversely affect the school's reputation; or*
- (g) *must not enable the distribution, to students at the school, of materials promoting or endorsing any particular denomination or sect or any political party.*

**52 Naming rights: s. 244(3)(b)**

- (1) *An arrangement must not provide for the right to name -*
  - (a) *the school; or*
  - (b) *an educational programme of the school.*
- (2) *An arrangement may provide for the right to name*
  - (a) *a facility at the school, including a building or an oval;*
  - (b) *a school activity held at or by the school, including a concert, sporting event, carnival or competition; or*
  - (c) *a prize, scholarship or award to be given to a student at, or member of staff of, the school.*

**53 Teaching materials: s. 244(3)(d)**

*Teaching materials provided under an arrangement are not to be used at the school unless they are clearly identified as being provided under the arrangement.*

## **5. PRINCIPLES AND CONSIDERATIONS FOR ENGAGING IN SPONSORSHIP OR PROMOTIONAL ARRANGEMENTS**

### **5.1 PROTOCOL FOR SEEKING SPONSORSHIP**

Whilst there are no requirements by the Act or the Regulations that the opportunity to sponsor be offered to several organisations in a similar field, it is strongly recommended that when seeking sponsorship a range of organisations are invited to participate in accordance with recognised tendering processes.

### **5.2 SPONSORSHIPS AND COMMERCIAL AGENTS**

Where a commercial agent is involved in negotiating a sponsorship agreement, the Principal should ensure that:

- any commission arrangements are between the commercial agent and the sponsor; and
- neither the Department nor the School incurs any liability from or for any commission arrangements.

### **5.3 PROMOTIONAL ACTIVITIES**

Generally promotional activities are made available to all schools and are not the result of specific negotiations between one school and an organisation. It will be the School's decision whether or not to participate in a promotional activity. The School Board will evaluate the educational benefits and consequences of participation in such promotional activities.

### **5.4 PRINCIPLES TO CONSIDER WHEN ENGAGING IN SPONSORSHIP AND PROMOTIONAL ARRANGEMENTS**

See Appendix 1.

## **6. ROLES AND RESPONSIBILITIES FOR ENGAGING IN SPONSORSHIP AND PROMOTIONAL ARRANGEMENTS**

### **6.1 THE BOARD**

- Seek expressions of interest on behalf of the School from potential sponsors in conjunction with the Principal;
- Deliberate on proposed sponsorships and decide on whether to endorse them or not, taking into consideration the principles outlined in the policy;
- Review sponsorship arrangements annually and liaise with sponsors to determine satisfaction with sponsorship arrangements;
- Complete a status report each year in conjunction with the Principal; and
- Review the policy at least every four years.

### **6.2 THE PRINCIPAL**

- Seek expressions of interest on behalf of the School from potential sponsors in conjunction with the School Board;
- Complete sponsorship agreements;
- Ensure each sponsorship agreement is endorsed by the Board;
- Forward a copy of each sponsorship agreement to the Regional Director (where required);
- Be responsible for overseeing the sponsorship activities involving the School;
- Manage the financial accountability;
- Ensure the School fulfils its requirements as per the policy and the sponsorship agreement;
- Hold a sponsors' morning tea once a year;
- Complete a status report each year in conjunction with the Board;
- Complete a final report when the sponsorship agreement ceases (where required); and
- Maintain and have available the documents relating to the sponsorship activity.

### **6.3 REGIONAL DIRECTOR**

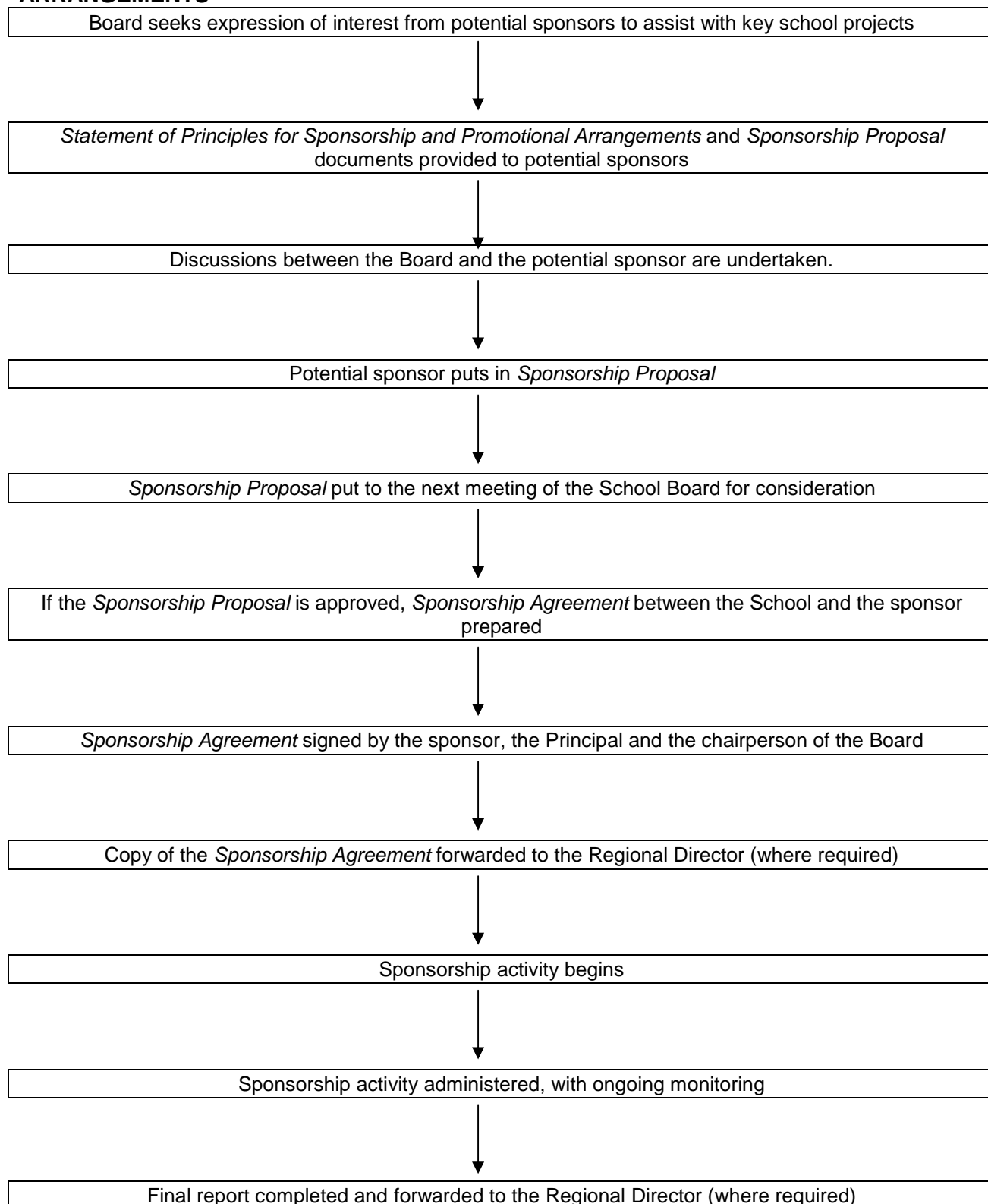
- Monitor the application of the policy; and
- Supervise the development of sponsorship agreements with schools if the sponsorship agreement involves several schools.



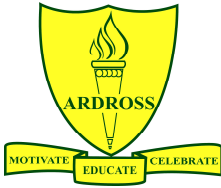
## **7. PROCEDURES AND DOCUMENTATION REQUIRED FOR ENGAGING IN SPONSORSHIP OR PROMOTIONAL ARRANGEMENTS**

1. The School may seek expressions of interest by providing a general Expression of Interest document or an Expression of Interest Letter: see Appendices 2 and 3.
2. If a person or organisation wishes to enter into a sponsorship or promotional arrangement with the School, then he, she or it must submit a Sponsorship Proposal, which must contain:
  - (a) a summary of the level/amount of sponsorship (in money or kind), the type of project to be sponsored or promoted and the time period of the sponsorship or promotion; and
  - (b) the requested recognition to be provided by the School in response to the sponsorship or promotion, including any details of acknowledgements, undertakings and activitiessee Appendix 4.
3. The Sponsorship Proposal must be presented to the next meeting of the School Board for consideration and, if considered appropriate, approval.
4. If a Sponsorship Proposal is approved by the School Board, the School Board and the Principal must as soon as possible cause the terms of the proposal and agreement to be recorded in a written Sponsorship Agreement: see Appendix 5.
5. A Sponsorship Agreement must include:
  - the form and the extent of commitment which the School will give in return for the sponsorship or promotion;
  - clarification, for all parties concerned, of the responsibilities, expectations and financial benefits;
  - the sponsorship or promotion period (maximum of 2 years);
  - a revocation clause allowing either party to withdraw on giving an agreed notice;
  - provision for the signing by or on behalf of the sponsor;
  - provision for signing by the Principal or delegate on behalf of the School; and
  - provision for signing by way of endorsement by the chairperson on behalf of the School Board.
6. The agreement is to be available for audit and management scrutiny, accompanied by any relevant reports.

## 8. OVERVIEW OF PROCESS FOR ENGAGING IN SPONSORSHIP OR PROMOTIONAL ARRANGEMENTS



## 9. APPENDIX 1



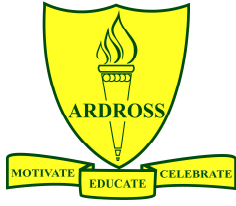
# ARDROSS PRIMARY SCHOOL

## Statement of Principles for Sponsorship and Promotional Arrangements

All sponsorship and promotional arrangements must:

1. be used to enhance the School environment and educational programmes and not to displace other funding arrangements on which the School depends;
2. be compatible with good educational practice, with time and resources allocated to those activities, being consistent with the School's priorities and the overall educational programme;
3. not affect adversely, or be likely to affect adversely, the safety, health, welfare or best interests of the students at the School;
4. not involve a departure from the School's policies on equity;
5. only be negotiated with organisations whose public image, products and services are not inconsistent with the values and ethos of the School and public education;
6. not promote, or enable the distribution of, goods or services to the School or to any member of staff, or student at the School if the consumption of the goods or services is likely to affect adversely the School's positive ethos and reputation;
7. not enable the distribution to students at the School of materials promoting or endorsing any particular denomination or sect or any political party;
8. be reached through negotiation, with the written sponsorship agreement specifying the roles and responsibilities of individual parties, and the nature and level of acknowledgement to be given to the sponsor;
9. not generate undue pressure on children, parents or staff to purchase particular products or services, or to adopt particular beliefs, attitudes or courses of action;
10. not require the School, any member of staff, any student at the School or the Department to endorse, recommend or promote any goods or services;
11. not be conditional on individual student's participation in sponsored activities, e.g, the arrangement must not provide for any student at the School to participate in an activity unless the student chooses to do so;
12. ensure that any educational materials provided as a part of the arrangement be clearly identified as being those of the sponsor;
13. not restrict competition or result in singular domination of School purchases by a particular sponsor; and
14. not replace the School name in the event of a School activity held at or by the School, including a concert, sporting event, carnival or competition.

## 10. APPENDIX 2



# Expressions of Interest Donations or Sponsorship of School Projects

The Ardross Primary School Board seeks expressions of interest from businesses and organisations to provide donations or sponsorship to assist with the completion of special School projects in the areas of resources, services and/or facilities.

If your business or organisation is interested in supporting the Ardross Primary School community and would like further information regarding how to become a sponsor or to make donations for school projects, please contact the School office on **9364 2771** for further information, including the types of projects that the School wishes to complete, the benefits in providing support to the School, the School's policy on sponsorship and promotions and the process to follow in making a proposal.

All proposals will be kept confidential.

## 11. APPENDIX 3

### EXAMPLE: Sponsorship Expression of Interest Letter



Links Rd Ardross WA 6153 Phone 9364 2771 Fax 9316 2291 ABN 69 364 224 314

Dear \_\_\_\_\_

Ardross Primary School is keen to foster effective links with local businesses and community organisations. A vital part of these links includes seeking donations or sponsorship to support key School projects. Our experience has been that such arrangements provide positive partnerships with our local community as well as enhance the School environment and enrich the educational experiences of our students. We also believe that our School community has much to offer in return for support that is pledged to our School.

Ardross Primary School opened in 1961 and has developed into one of the most highly regarded primary schools in Western Australia. Our School has worked hard to establish broad based community links and we pride ourselves on promoting excellence to all of our students. The School has become particularly renowned for its highly collaborative and supportive parent community, who play a keen role in supporting all key School initiatives. Our School is also recognised for being at the forefront in the application of Information and Communication Technologies.

#### **How We Define “Donations” and “Sponsorship”**

*Donations* are an unconditional gift of money, material or services.

*Sponsorship* is the provision of funds, goods or services to students, teachers, schools and school systems in exchange for advertising, publicity or other benefits.

Donations or sponsorship may be made in kind or cash.

#### **How Will We Use Resources Gained From Donations and Sponsorship?**

We will effectively utilise the resources obtained from donations or sponsorship to complete a range of special projects at our School, ranging from large to small and we would greatly welcome your involvement in our School community through any support that you may be able to provide. Examples of special projects we are considering, to which you may be able to contribute include:

- Beautifying the School (e.g. School entrance)
- Upgrading the classrooms
- Purchase of library resources
- Enhancing technology resources and equipment
- Construction of honour boards
- Completing printing tasks (e.g. School newsletter, calendar)
- Improving School facilities (e.g. air-conditioning facilities, storage areas).
- Upgrading signage around the School
- Purchasing sporting equipment or awards
- Provision of clothing or apparel (e.g. uniforms for sporting teams and student councillors)

***Note these are examples/ideas and proposals are not limited to these suggestions.***

## **What Can We Offer Sponsors?**

There are a number of benefits for organisations that choose to sponsor our School. Ardross Primary School has an extensive network of staff, parents and community members. The School currently has approximately 400 students from 270 families.

We will publicly acknowledge the support provided by sponsors across our supportive School community. The level and extent of the recognition will be negotiated between the sponsor and the School Board in proportion to the level of sponsorship provided. Some examples of what the School could provide include:

- recognition in the School Newsletter (which is currently distributed fortnightly);
- business logos being placed on the School Newsletter for major sponsors. (e.g. proudly sponsored by...);
- business logos being placed on the School website;
- recognition plaques displayed in prominent areas;
- recognition at key functions, such as School assemblies or carnivals;
- logos on sporting apparel;
- appropriate signage at events.

## **How to Make a Donation**

Donations can be made at any time by calling me or Alison Stockman (School Registrar) on 9364 2771. Donations do not require any proposal or formal agreement.

## **How to Apply to be a Sponsor**

Please contact the School to request the School's *Statement of Principles for Sponsorship and Promotional Arrangements Policy* document and a *Sponsorship Proposal* document. These can be obtained from me or Alison Stockman. Feel free to discuss your ideas or proposals when contacting the School before completing the form. A nominated representative from the Parents and Citizens Association or School Board can also visit your organisation to assist you if required.

Once you have completed the *Sponsorship Proposal* form please return it to the School Office in a sealed envelope.

### **Mark the envelope:**

PRIVATE & CONFIDENTIAL  
Andrew Holmes  
Principal  
Ardross Primary School  
Links Road  
ARDROSS WA 6153

A nominated representative from the Parents and Citizens Association or School Board can also visit your organisation to assist you if required.

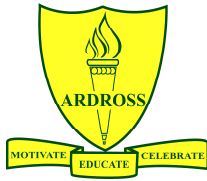
All sponsorship proposals will be greatly welcomed and assessed according to the principles developed by the School Board in considering sponsorship or promotional arrangements.

If you have any further queries, please do not hesitate to contact me on 9364 2771.

Yours sincerely

PRINCIPAL

12. APPENDIX 4



Ardross Primary School

Sponsorship Proposal

Business/Organisation Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Proposed Sponsorship**

This is to include the level/amount of sponsorship (in money or kind), the type of project to be sponsored and the time period of the sponsorship.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Proposed School Obligations**

This is to include the requested recognition to be provided by the School in response to the sponsorship, including any details of acknowledgements, undertakings and activities.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Position in the Organisation: \_\_\_\_\_

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

**Note:** This proposal will be tabled at a meeting of the Ardross Primary School Board for discussion. The Ardross Primary School Board is the key school decision making body, consisting of elected parents and teaching staff and the Principal. The decision to accept/not accept sponsorship proposals rests solely with the School Board in accordance with the School's Sponsorship and Promotions Policy and Procedures, with no right of appeal. The School Board may enter into negotiations regarding any sponsorship proposal to ensure an agreement is reached between the intending sponsor and the School Board.

13. APPENDIX 5



Links Rd Ardross WA 6153 Phone 9364 2771 Fax 9316 2291 ABN 69 364 224 314

This Agreement is made on: \_\_\_\_\_ (day/month/year)

Between:

\_\_\_\_\_

(the "Principal") for and on behalf of THE MINISTER FOR EDUCATION

AND

\_\_\_\_\_

of

\_\_\_\_\_

\_\_\_\_\_

Australian Business Number: \_\_\_\_\_

(the "Provider")

**1. DEFINITIONS**

In this Agreement:

“**Act**” means the School Education Act 1999 (WA).

“**Department**” means the Western Australian government department currently known as the Department of Education.

“**Minister**” means the minister of the Western Australian government responsible for education.

“**Principal**” includes the person occupying the position of principal of the School from time to time.

“**Provider**” means the party providing goods or services or other benefits in exchange for the right to associate the party's name pursuant to this Agreement.

“**School**” means Ardross Primary School.



**2. DETAILS OF ADVERTISING OR SPONSORSHIP AGREEMENT: \_\_\_\_\_**

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**3. FINANCIAL ARRANGEMENTS: \_\_\_\_\_**

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*(Detail financial accountability requirements, including the terms of payment, a fair and equitable value of all goods, services and other benefits and conditions for use and specify what should happen to surplus funds)*

**4. PERIOD OF AGREEMENT**

4.1 From \_\_\_\_\_ to \_\_\_\_\_  
*(Not to exceed 2 years)*

4.2 Notice required for variation/cancellation of sponsorship \_\_\_\_\_

**5. MINISTER'S OBLIGATIONS**

*(Insert details of obligations, acknowledgements and undertakings which the Minister, through the School, must provide to the Provider).*

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**6. CONDITIONS OF THIS AGREEMENT**

- 6.1 The Minister may at any time cancel this Agreement with immediate effect if:
- (a) there is any change in Government policy which may affect dealings with the Provider;
  - (b) the Minister determines that the Provider is not an appropriate person to sponsor a Government education institution; or
  - (c) the Minister is otherwise unable to meet the Minister's obligations or to accept the advertising or sponsorship offered under this Agreement.

- 6.2 The Minister may at any time cancel this Agreement by giving one month's notice in writing to the Provider.
- 6.3 The Provider acknowledges that no agency, employment, joint venture or partnership is created between it and the Minister by this Agreement and undertakes not to hold itself out as having authority to act on behalf of the Minister by virtue of this Agreement.
- 6.4 The Provider acknowledges that by accepting this Agreement the Minister does not endorse the Provider's products, services or business activities.
- 6.5 The Provider acknowledges that it may not use the School name or the existence of the Agreement except as is provided under clause 6 of this Agreement "MINISTER'S OBLIGATIONS".
- 6.6 If the Provider so requires, the School will provide to it, at the end of the period of the Agreement, written details of the manner in which goods, services and money provided by the Provider have been applied.
- 6.7 The Provider shall indemnify and keep indemnified the Minister and all officers, employees, agents and representatives of the Minister and the Department against any and all actions, suits, claims, demands, proceedings, loss or damage suffered, made against or incurred by any of those indemnified persons arising out of or from or in connection with this Agreement.
- 6.8 The Provider may not assign or transfer, or purport to assign or transfer, this Agreement or any rights in it or parts of them, without prior consent in writing by the Minister for Education or nominee.

**7. SPECIAL CONDITIONS**

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**8. CONFLICT**

If there is a conflict or inconsistency between clause 6 and any other provision of this Agreement, clause 6 will prevail to the extent of that conflict or inconsistency.

**9. OFFER OF ADVERTISING OR SPONSORSHIP ARRANGEMENT**

On behalf of the above named Provider, I agree to provide the funds, goods and services or other benefits described above and agree to comply with the conditions and special conditions as set out above.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Position in Provider's Organisation: \_\_\_\_\_ Date: \_\_\_\_\_

**10. ENDORSEMENT BY SCHOOL Board (Section 216(5) of the Act)**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Office held: \_\_\_\_\_ Date \_\_\_\_\_

**11. ACCEPTANCE**

On behalf of the Minister for Education, I accept the offer of advertising or sponsorship described above subject to the conditions and special conditions set out above.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Office held: \_\_\_\_\_ Date \_\_\_\_\_  
(Principal or nominee)