



Comet Bay Primary School

Sponsorship & Promotions

Policy and Procedures

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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 Comet Bay Primary School.

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

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

Definitions

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.

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 company is prepared to supply schools with some equipment, subject to students collecting sales dockets from designated stores.

Donations

A donation is an unconditional gift of money, material or services. This policy does not apply to donations.

Arrangement

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.

Relevant Sections of School Education Act 1999

Power to Enter Arrangements

Section 216

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

Section 216 (2) (d)

The Minister allows persons to undertake advertising or sponsorship, of the kind and extent that is authorised by regulations, in connection with educational activities in Government Schools;

Section 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 Council for that school as approved the agreement or arrangement.

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 –
 - (1) in exercises of the power conferred by section 216 (2) (d); and
 - (2) 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) Where –

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

The Functions for a School Council are:

128 (e) to carry out the functions given by sections 70,99 (4), 100 (3), 108 (2) and 216 (5).

Relevant Sections of School Education Regulations 2000

Part 3 Management of government schools Division 7 Advertising and sponsorship

r. 50

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.

POLICY

Principles to consider when engaging in sponsorship or promotional arrangements

The following principles will be applied by the Comet Bay Primary School Council when deciding whether to enter into sponsorship or promotional arrangements. These principles are based on the School Education Regulations 2000.

All sponsorship and promotional arrangements must:

1. be used to enhance the school environment and educational programs and not to displace other funding arrangements on which our school depends;
2. not adversely affect, or be likely to adversely affect the safety, health, welfare or best interests of the students at the school;
3. 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;
4. 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 adversely affect the school's reputation;
5. 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 party;
6. operate within school and system policies on equity;
7. be compatible with good educational practice, with time and resources allocated to these activities being consistent with school priorities and the overall educational program;
8. 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;
9. not require the school or any member of staff, or student at, the school or the department to endorse, recommend or promote any goods or services;
10. not be conditional on individual student's participation in sponsored activities. (The arrangement must not provide for any student at the school to participate in an activity unless the student chooses to do so);
11. ensure that any educational materials provided as a part of the arrangement to be clearly identified as being those of the sponsor;
12. not enable the distribution, to students at the school, of materials promoting or endorsing any particular denomination or sect or any political party;
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.

Documentation required for engaging in sponsorship or promotional arrangements

1. A sponsorship or promotional agreement must be drawn up for each sponsorship activity, regardless of the value.
2. A sponsorship or promotional agreement will contain:
 - the form and the extent of commitment which the school will give in return for the sponsorship;
 - clarification, for all parties concerned, of the responsibilities, expectations and financial benefits;
 - the sponsorship period (maximum of 2 years);
 - a revocation clause allowing either party to withdraw on giving an agreed notice; and
 - provision for signatures of both parties.
3. The agreement is to be available for audit and management scrutiny. This agreement is to be accompanied by any relevant reports.

Roles and responsibilities for engaging in sponsorship or promotional arrangements

1. The ***Principal*** will:
 - ensure the agreement is endorsed by the School Council;
 - 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 agreement;
 - complete the sponsorship agreement and forward a copy to the District Director;
 - complete a status report each year;
 - complete a final report when the agreement ceases; and
 - maintain and have available the documents relating to the sponsorship activity.
2. The ***School Council*** will:
 - seek expressions of interest on behalf of the school from potential sponsors;
 - 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
 - review the policy annually.
3. The ***District Director*** will:
 - monitor the application of the policy;
 - supervise the development of sponsorship agreements with schools if the sponsorship agreement involves several schools.

Special considerations for engaging in sponsorship or promotional arrangements

Protocol for Seeking Sponsorship

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

Sponsorships and Commercial Agents

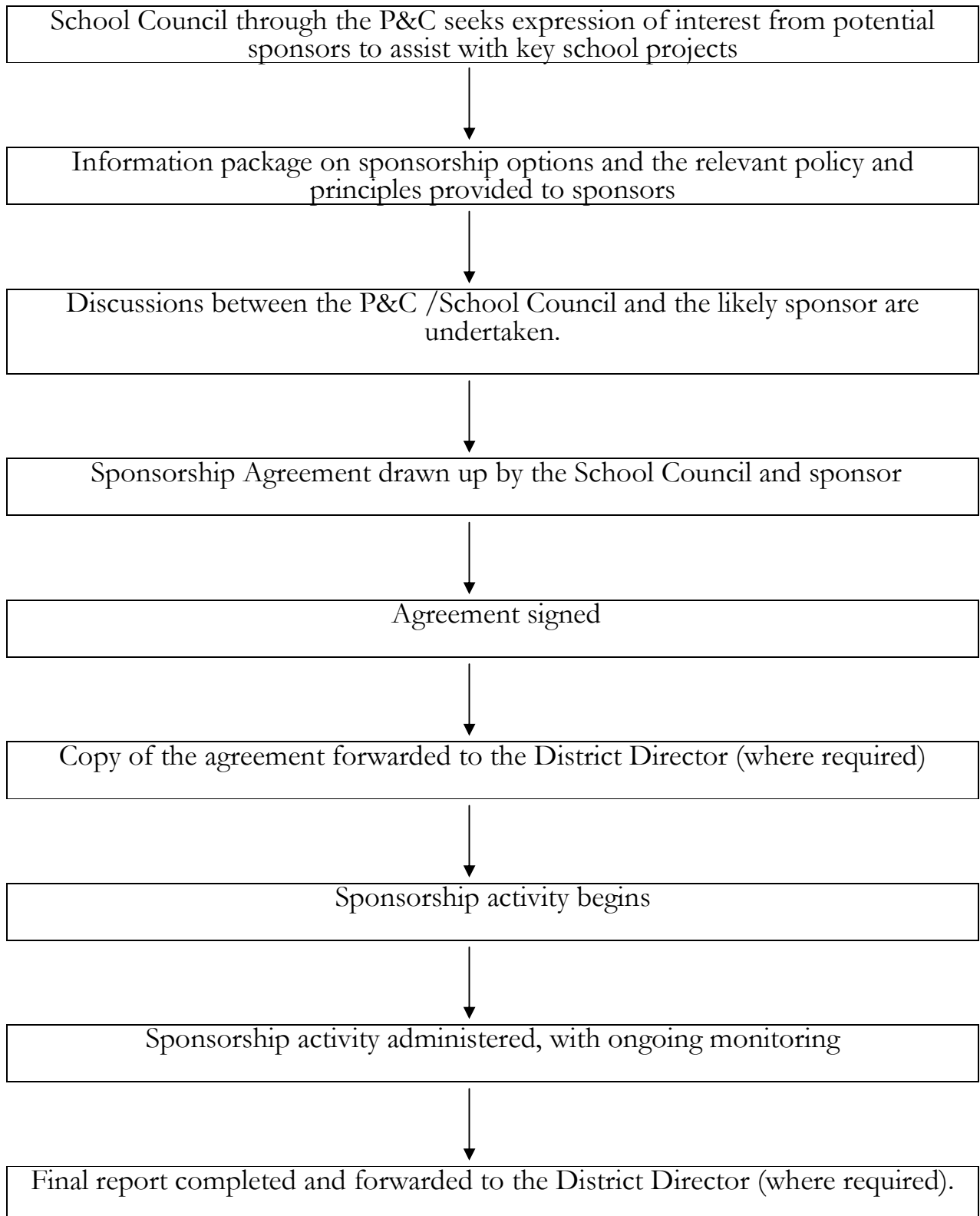
Where a commercial agent is involved in negotiating a sponsorship agreement, the principal should:

- ensure that any commission arrangements are between the commercial agent and the sponsor; and
- ensure that the Department of Education and Training, including schools, incurs no liability from any commission arrangements.

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 Council will evaluate the educational benefits and consequences of participation in such promotional activities.

Process for engaging in sponsorship or promotional arrangements



Appendix 1

Comet Bay Primary School

Sponsorship Agreement

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

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

AND

(the "Provider")

1. DEFINITIONS

In this Agreement

"Principal" means the person occupying the position of principal of the school

"Act" means the School Education Act 1999

"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

2. PARTIES TO THE AGREEMENT

School _____

Name and Address of Provider _____

ABN Number: _____

3. DETAILS OF ADVERTISING OR SPONSORSHIP AGREEMENT: _____

4. FINANCIAL ARRANGEMENTS: _____

(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)

5. PERIOD OF AGREEMENT

From _____ To _____
(Not to exceed 2 years)

Notice required for variation/cancellation of sponsorship _____

6. MINISTER'S OBLIGATIONS

(Insert details of obligations, acknowledgements and undertakings, which the Minister, through the school must provide to the sponsor).

7. SPECIAL CONDITIONS

8.CONDITIONS OF THIS AGREEMENT

I. The Minister may at any time cancel this Agreement with immediate effect:

(a) If there is any change in Government Policy which may affect dealings with the Provider;

(b) If the Minister determines that the Provider is not an appropriate person to sponsor a Government education institution;

(c) If the Minister is otherwise unable to meet the MinisterTMs obligations or to accept the advertising or sponsorship offered under this Agreement.

II. The Minister may at any time cancel this Agreement by giving one month's notice in writing to the Provider.

III. The Provider acknowledges that no agency, employment, joint venture or partnership is created between it and the Minister by the Agreement and undertakes not to hold itself out as having authority to act on behalf of the Minister by virtue of this Agreement.

IV. The Provider acknowledges that by accepting this Advertising or Sponsorship Agreement, the Minister does not endorse the ProviderTMs products, services or business activities. 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 "MINISTERTMS OBLIGATIONS".

V. 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.

VI. The Provider shall indemnify and keep indemnified the Minister and all officers, employees, agents and representatives of the Minister or the Education Department of Western Australia 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.

VII. The Provider may not assign or transfer or purport to do so, this Agreement or any rights in it or parts of them, without prior consent in writing by the Minister for

Education or nominee.

- 9. If there is a conflict or inconsistency between clause 8 and any other provision of this Agreement, clause 8 will prevail to the extent of that conflict or inconsistency.**

10. 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.

Signature: _____ Name: _____

Position in Sponsor's Organisation: _____ Date: _____

11. ENDORSEMENT BY SCHOOL COUNCIL (Section 216(5) of the Act)

Signature _____ Date _____

Name _____

Office held _____

12. 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.

Signature _____ Date _____
(Principal or nominee)

Name _____

Office held _____

Comet Bay Primary School

Sponsorship and Donations

Information Package

2009

Appendix 3

EXAMPLE; Sponsorship Expression of Interest Letter (Revised)

Dear _____

Comet Bay 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.

As you are probably aware Comet Bay Primary School will open in 2007 and we hope to develop into one of the most highly regarded Primary Schools in Western Australia. Our school will work hard to establish broad based community links and we will pride ourselves on promoting excellence to all of our students. We hope that our school will become particularly renowned for its highly collaborative and supportive parent community, who play a keen role in supporting all key school initiatives.

How we Define Donations and Sponsorship

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

Sponsorships are 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 Sponsorship or Donations?

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:

- Purchase of library resources
- Construction of shade areas
- 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, play equipment & 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 organizations that choose to sponsor our school. Comet Bay Primary School has an extensive network of staff, parents and community members and 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 Council and proportional to the level of sponsorship provided. Some examples of what could be provided include:

- recognition in the School Newsletter, which is distributed weekly;
- company logos being placed on the School Newsletter for major sponsors. (eg proudly sponsored by....);
- company logos being placed on the School Website
- recognition plaques displayed in prominent areas;
- recognition at key functions such as school assemblies or carnivals;
- framed certificate of appreciation for your business/organisation to display; and
- logos on sporting apparel.
- appropriate signage at events

Tax Deductible Donations

Comet Bay Primary School is registered as a Deductible Gift Recipient (DGR) and under the following categories of School Building Funds and School Library Funds, businesses are able to claim donations in these categories as a Tax Deduction under the Income Tax Assessment Act 1997.

How to Make a Donation

Donations can be made at anytime by calling Matt Osborne (School Principal) or Sandy Adams (School Registrar) on 9524 9033. Donations do not require any proposal or formal agreement.

How to Apply to be a Sponsor

Please contact the school to receive a *Sponsorship Proposal Form*. These are available as part of a package that outlines the school's policy regarding sponsorship. This information can be obtained from Matt Osborne (School Principal) or Sandy Adams (School Registrar) by calling 9524 9033.

Feel free to discuss your ideas or proposals before completing the form, when contacting the school. A nominated representative from the Parents and Citizens Association or School Council can also visit your organization to assist you if required.

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

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

Mark the envelope

PRIVATE & CONFIDENTIAL

Matt Osborne

Foundation Principal

Comet Bay Primary School

85 Milona Drive

SECRET HARBOUR WA 6173

If you have any further queries, please do not hesitate to contact me on 9524 9033.

Yours sincerely

Matt Osborne

FOUNDATION PRINCIPAL

Appendix 4

Comet Bay Primary School

Sponsorship Proposal

Business/Organisation Name: _____

Address: _____

Phone: _____

Fax: _____

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 Comet Bay Primary School Council Meeting for discussion. The Comet Bay Primary School Council is the key school decision making body consisting of elected parents and teaching staff. The decision to accept/not accept sponsorship proposals rests solely with the School Council in accordance with the School's Sponsorship and Promotions Policy and Procedures, with no right of appeal. The School Council may enter into negotiations regarding any sponsorship proposal to ensure an agreement is reached between the Sponsor and the School Council.

Expressions of Interest

Donations or Sponsorship of School Projects

The Comet Bay Primary School Council seeks expressions of interest from businesses or 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 Comet Bay 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 **9524 9033** to request a copy of the Information Package.

This package will outline the types of projects that the school wishes to complete as well as the benefits in providing support to the school. The package will also include the School's policy on sponsorship and promotions, as well as the process to follow in making a proposal.

All proposals will be kept confidential.