

East Fremantle Primary School Sponsorship Policy

East Fremantle Primary School ('the school') is committed to providing the best educational opportunities and outcomes for all its students. One of the ways in which these can be achieved is through the support of the community by way of gifts, donations and sponsorships. The school supports the acceptance of gifts or donations and sponsorship arrangements providing they consistently reflect the values and objectives of the school and its immediate community.

Aim

The Department of Education provides general guidelines in its **Policy for Incoming Sponsorship to Public School** (<http://www.det.wa.edu.au/policies/detcms/policy-planning-and-accountability/policies-framework/policies/incoming-sponsorship-to-schools-policy.en?cat-id=3457970>), to which the school's policy adheres.

The aim of this policy is to provide clarity on these guidelines and how they apply to East Fremantle Primary School.

Underpinning this aim is the following: that all gifts, donations or sponsorships must be for the sole purpose of furthering the interests and educational outcomes of the East Fremantle Primary School and enhance the standing of the school and its relationship with the community.

Policy Application

This policy applies to the following:

- East Fremantle Primary School, its staff, students and parent community¹;
- all parties directly representing East Fremantle Primary School;
- all parties² providing a gift or donation to the school;
- all parties fulfilling a written sponsorship agreement or verbal understanding entered into with the school; and
- all parties (with the exception of service providers – see below) involved in events held on the school grounds during school hours.

This policy does not apply to:

- any service provider who is engaged by a donor or sponsor to provide a service to the school, its students and/or the wider community;
- service provider who enters into a venue hire agreement with the school; and
- all parties involved in events held outside of the school grounds or events held on the School grounds outside of School hours.

¹ It should be noted that whilst all school associated bodies, including the P&C are expected to adhere to this policy as required by its terms, the P&C may choose to have its own sponsorship policy that is entirely independent of the School

² At the discretion of the Principal 'all parties' may exclude not-for-profit or non-commercial organizations deemed to not be likely to exert a commercial, financial or religious influence on the school, its students and its community

Definitions

Donations/Gifts

‘A donation or a gift is a gratuitous transfer of money, goods or services to a school that places no obligation on the school to provide anything in return to the donor. The school may choose to acknowledge the gift in an appropriate manner. The school is not required to enter an Agreement to accept a donation or gift.’
(Department of Education, 2015)

Sponsorship

‘The purchase of the right to associate a sponsor’s name, products or services with a school in return for negotiated benefits. Sponsorship is an arrangement providing for a distinct two-way return of benefits. Sponsorship is not a donation or a gift, which is a gratuitous transfer of money, goods or services to a school that places no obligation on the school to provide anything in return to the donor.’ (Department of Education, 2015)

Branding

Branding is the process of uniquely identifying the idea or image of a product or service by use of a name, slogan or logo (Brick Marketing, 2016). For the purposes of this policy it is understood that branding means the distinct and visually engaging presentation of a business name, slogan or logo that is widely recognised as uniquely representing that business.

School Hours

School hours are defined as being between the hours of 8.30am and 3pm, Monday to Friday within the Term dates set by the Department of Education.

Policy Guidelines

1. Donations or Gifts (‘Donations’)
 - 1.1. Donations must only come from sources that do not conflict with the ethos and values of the school. They must not adversely affect the School’s reputation;
 - 1.2. Under the definitions in this policy, the donor cannot request anything from the school;
 - 1.3. The school may, but need not, choose to acknowledge the donation in one or all of the following ways:
 - 1.3.1. A discreet sign produced by the school which thanks the donor in name only and is without branding;
 - 1.3.2. A written statement of thanks or an acknowledgment of the donation in the School Newsletter; and/or
 - 1.3.3. A thank you letter to the donor.

- 1.4. Acceptance by the school of donations must not preclude or prohibit the ability of other donors to provide a donation similar in nature;
- 1.5. as per this policy's application, if a donation to the school results in a service provider being present on the grounds, that service provider is permitted to use branded equipment relevant to their business.

2. Sponsorship

- 2.1. Where there is an obligation for the school to be associated with a business and/or individual in return for services, products or financial benefits this must be considered to be sponsorship. This includes the obligation to have in place a sponsor's signage and/or branded equipment or goods;
- 2.2. Sponsorship agreements up to and including the value of \$500 may be verbal in nature but must be recorded and witnessed by the school and the sponsor;
- 2.3. Sponsorship agreements as per 2.2 are considered to be at the discretion of the principal;
- 2.4. Sponsorship agreements beyond the amount stated in 2.2 require the completion of a sponsorship agreement pursuant to the Western Australian Department of Education's 'Policy for Incoming Sponsorship to Public School 2015';
- 2.5. Sponsorship agreements must not contravene the Limitations – Regulations 51 of the Department of Education's 'Policy for Incoming Sponsorship' (see Appendix 1);
- 2.6. Where the school actively seeks to engage a sponsor, it must advertise the details in the School newsletter and allow a reasonable amount of time for all potential sponsors to respond;
- 2.7. The P&C may enter into their own sponsorship agreements. Sponsorship agreements entered into by the P&C with sponsors are considered entirely separate to and independent of the School. They are, however, required to adhere to the guidelines of this policy when operating within its terms and at all times are to respect the Limitations – Regulations 51 of the Department of Education's 'Policy for Incoming Sponsorship' (see Appendix 1); and
- 2.8. Where the P&C have engaged sponsors for an event, it must, at all times, clearly distinguish their association and/or hosting of an event so as to make clear it is separate to and independent of the School.

3. Examples

- 3.1. Water tanks, school equipment, etc. provided without any obligation placed on the School are considered as donations;
- 3.2. Contributions towards school prizes awarded to students can be acknowledged as per guidelines for donations.
- 3.3. Where a prize or award is to be associated with the donor, this is classed as sponsorship and the appropriate guidelines as per this policy must be followed;

- 3.4. Contributions to events run by the school such as the Dads' Camp, if in keeping with the donation guidelines in this policy are considered in the same light as 3.1 and 3.2;
- 3.5. P&C events held on school grounds during school hours such as sausage sizzles on Sports Day or cake stalls during recess are bound by this policy and cannot enter into any agreement with any party that directly contravenes this policy;
- 3.6. P&C events or any event held by a third party on school grounds outside of School hours such as sausage sizzles on Election Days, the School Fete, Water Slides, Film Nights, puppy training or tennis coaching do not fall under the remit of this policy and therefore allow the P&C to operate under their own policies. They do, however, require a 'use of school grounds' agreement to be completed;
- 3.7. P&C events held outside of school grounds and which do not involve the School's students such as the Quiz Night and Artex are not bound by this policy. The P&C are therefore entitled to run its donations and/or sponsorship programs for these events as per their own guidelines;
- 3.8. Payment for a provision of service to the School and/or its community such as the coffee van or the water slides is considered to be a donation with the acknowledgement of the donor in keeping with this policy;
- 3.9. Hire of the school grounds by local businesses that provide a service to the School, its students or the community does not fall under the remit of this policy (see 3.9);
- 3.10. Advertising in the School Newsletter by local businesses that provide an educational opportunity for the School's students do not fall under the remit of this policy;
- 3.11. Local shop "Shopper Dockets" often involve promotion of a business which under the terms of this policy is not permitted; and
- 3.12. School banking must be considered as sponsorship under the terms of this policy.

Appendix 1

Document for incoming sponsorship to a public school effective 30 November 2012

Definition

Sponsorship is the purchase of the right to associate a Sponsor's name, products or services with a School in return for negotiated benefits. Sponsorship is an arrangement providing for a distinct two-way return of benefits.

In contrast, a donation or a gift is a gratuitous transfer of money, goods or services to a school that places no obligation on the school to provide anything in return to the donor. The school may choose to acknowledge the gift in an appropriate manner. The school is not required to enter into an agreement to accept a donation or gift.

The following questions are a guide for consideration when completing the report:

1. Is the Sponsorship for a proper purpose (Sections 1–3.4)?
2. Why does the School wish to have a Sponsorship with this Sponsor?
3. What are the financial/administrative/reputation/relationship consequences of entering into the Sponsorship?
4. How easy is it for the School to provide its contribution (benefits) to the Sponsorship (as listed in Part 3 of the Agreement)?
5. In providing its contribution (benefits), is the School foregoing effort or achievement in other areas of the School's operations?
6. What is/are the deciding factor/s or issue/s in the School choosing to enter into the Sponsorship?
7. Are there any operational risks associated with this Sponsorship (eg duty of care, child protection)?
8. Who will be responsible for ensuring the School and Sponsor provide their respective contributions (benefits) to the Sponsorship?
9. How will this be monitored and controlled?
10. What review of the Sponsorship will be undertaken at its conclusion?

(a) Limitations – Regulation 51

(i) Sponsorship must not adversely affect, or be likely to adversely affect, the safety, health, welfare or best interests of students at the School.

(ii) Sponsorship must not require the School, School staff, School students or

Department to endorse, recommend or promote any goods or services.

(iii) Sponsorship must not provide for any student to participate in an activity unless the student chooses to do so.

(iv) Sponsorship must not restrict competition or require or lead to the exclusive supply by the Sponsor of goods or services to the School.

(v) Sponsorship must not promote nor enable the distribution of goods or services to the School, School staff or School students if the consumption of the good or service is likely to conflict with the ethos and values of the School or otherwise adversely affect the School's reputation.

(vi) Sponsorship must not enable the distribution to students of material promoting or endorsing any particular denomination, sect or political party.

(b) Naming Rights – Regulation 52

(i) Sponsorship must not provide for the right to name the School or an educational program of the School.

(ii) Sponsorship may provide for the right to name a facility at the School including a building or an oval; a School activity including a concert, sporting event, carnival or competition; or a prize, scholarship or award to be given to a student or a member of staff of the School.

(c) Teaching Materials – Regulation 53

(i) Teaching materials provided through Sponsorship must not be used at the School unless they are clearly identified as being provided under the Sponsorship Agreement.