

THIRD PARTY MARKETING POLICY

Approver: Board

Owner: Principal

Last Reviewed By: Board

Next Review Date: June 2019

1. PURPOSE

Melbourne Montessori School ("MMS") permits external/partner third party organisations (including parents or groups of parents) to market or promote their activities, services and products within the Melbourne Montessori School community from time to time.

The purpose of this policy is to set out the principles, guidelines and procedures governing the school's approach to third party marketing. The policy, together with the procedural documents listed in section §14, must be read and understood by the external organisations involved and by those within the school who are charged with making decisions.

2. PRINCIPLES

In permitting external organisations (including parents or groups of parents) to market or promote their activities, services and products within the MMS community the following principles will inform all decisions and arrangements:

- 2.1 MMS does not endorse the organisation or its activities, services or products. In permitting an external organisation to market within the school community, MMS takes a neutral stance and will not encourage or pressurise students, staff or parents to purchase or engage with the activities, services or products that are being promoted.
- 2.2 External organisations agree that they will not act in a way which is contrary to these principles or the school's values when marketing within the MMS community.
- 2.3 The purpose of any marketing activity must be clear and transparent so that members of the school community can have full confidence in the motivation of the external organisation as it seeks to engage with MMS in promoting its activities, services or products.
- 2.4 The school has a duty of care to ensure the safety and wellbeing of students. The Principal, teachers and other school staff are held to a high standard of care in relation to students. The duty requires the Principal and teachers to take all reasonable steps to reduce the risk of harm. The duty is non-delegable, meaning that it cannot be assigned to another party. In the context of this policy, the school's duty of care cannot be delegated to the external organisation marketing within the MMS community.

In discharging its non-delegable duty of care, the school is required to take account of the diversity of all children, including the needs of Aboriginal and Torres Strait Islander children, children from culturally and linguistically diverse backgrounds, children with disabilities, and children who are vulnerable.

- 2.5 MMS is committed to child safety and has a zero tolerance of child abuse.
- 2.6 The school's values and ethos are set out in the MMS mission which is to:

- provide excellence in Montessori education from birth to eighteen years
 - provide an enriched and welcoming learning community that embodies the Montessori principles of respect for self, respect for all others including the development of intercultural understanding, respect for the environment as well as respect for our country's freedoms and democratic principles
 - nurture, inspire and support each person's individual development
 - provide a safe environment that enhances the safety and well-being of all
 - foster the growth of self-confidence, independence, self-discipline, an inquiring and active mind, personal and social responsibility
 - foster every child's innate love of learning and to make their introduction to education a joyful and purposeful start to a journey of life-long learning.
- 2.7 In line with its Privacy and Confidentiality Policy the school will not give any third party external organisation (including parents or groups of parents) access to the personal details of staff, students or parents.
- 2.8 The MMS School Board reserves the right to revoke this policy at any stage if it believes such a decision is in the best interests of the school, its students and/or the school community.

3. AIMS OF THE POLICY

To set out the basis on which MMS will agree to third party marketing by an external organisation;
To identify the basis for the terms and conditions which will apply to these marketing agreements.

4. LEGAL AND REGULATORY BASIS FOR COMPLIANCE

- Child Safe Standards Ministerial Order 870
- Privacy Act 1988 (Cwlth)

5. REASONS for permitting external organisations market or promote their activities, services and products within the MMS community

- 5.1 MMS permits external organisations to market or promote their activities, services and products within the MMS community:
- 5.1.1 in order to strengthen the school community and to create enriching opportunities for students and families through making them aware of educational and related activities, services and products;
 - 5.1.2 to be a good neighbour within the local community and the parent community by permitting such organisations to advertise locally;
 - 5.1.3 as a source of income.
- 5.2 MMS will take into consideration the external organisation's stated or perceived motivation when making decisions permitting them to market or promote their activities, services or products. MMS is more likely to enter into a marketing agreement with those organisations that demonstrate a wish (in this order):
- 5.2.1 to enrich the learning or wellbeing of children and their families;
 - 5.2.2 to be connected in partnership with MMS on the basis of aligned values;
 - 5.2.3 to provide activities designed to encourage people, and particularly children, to make a difference by helping each other;
 - 5.2.4 to fundraise for organisations whose purpose is to help others;
 - 5.2.5 provide activities, services or products for people living and working in the local neighbourhood;
 - 5.2.6 have access to potential customers or participants whether paying or not;

- 5.2.7 benefit from lower advertising costs than elsewhere.
- 5.3 Proposals about external organisations will be given priority from:
- 5.3.1 current students and staff
 - 5.3.2 current parents or parent groups including the Parents Association
 - 5.3.3 past students and past parents
 - 5.3.4 local community volunteer organisations and charities (ACNC registered).
- 5.4 MMS will retain a record of the external organisations that enter into a marketing agreement by calendar year. A register of all agreements should be kept and made available to the Board. The School Board will review the record at regular intervals to monitor the application of the policy and to ensure a balance in the range of organisations that are entering into marketing agreements. The School Executive will also use the record to gauge the impact of the agreements on the core business of the school to ensure the impact is not too onerous or distracting.
- 6 DECISIONS TO ALLOW external organisations to market within the MMS community**
- 6.1 External organisations (including parents or groups of parents) wishing to market within the MMS community (whether using written material, via a promotional activity or by social media) must submit a Marketing Agreement Form to the Principal for consideration.
- 6.2 Decisions as to whether to enter into or to cancel such marketing agreements are taken by the Principal in consultation with the Board if necessary at their complete discretion. The decision will be final.
- 6.3 In coming to such decisions, the school will create a Marketing Agreement Business Plan in relation to each marketing agreement. The Marketing Agreement Business Plan will assess the criteria and priority given to the marketing agreement, an analysis of the financial impact of the marketing agreement and an analysis of the educational and community benefit of the marketing agreement.
- 7. DECISIONS TO REFUSE external organisations to market within the MMS community**
- 7.1 MMS will not permit the marketing or promotion of any activities, services or products which are political, religious, or which include, in the Principal's opinion, material which is obscene, sexist, homophobic, racist, offensive, controversial or sensitive in any way or which may breach community cohesion.
- 7.2 In order to make informed judgments, the Principal reserves the right to ask for the marketing or promotion material to be made available at least 14 days before the date for which the promotion is sought.
- 7.3 As part of the marketing agreement, the external organisation will also be required to provide details of the activity, services or products being marketed or promoted prior to the promotion date. If this information is not received, the Principal reserves the right to refuse/cancel the marketing agreement.
- 7.4 MMS will not agree to requests from external organisations which in the view of the Principal (or as delegated)
- 7.4.1 could bring the school into disrepute;
 - 7.4.2 act in an unethical or unlawful way;
 - 7.4.3 act in ways that involve discriminatory practices against any individual or group based on gender, sexual orientation, religious or political affiliation, citizenship, age, race or ethnicity, record of offences, disability, income or family status;

- 7.4.4 sell alcohol;
 - 7.4.5 promote gambling;
 - 7.4.6 create products and/or services that cause physical harm to human beings or animals;
 - 7.4.7 could have the ability to exercise, directly or indirectly, control or significant influence over the school;
 - 7.4.8 use marketing strategies aimed at children that are inappropriate, unethical or not age-appropriate and which fail to recognise that parents/guardians are the primary decision-makers;
 - 7.4.9 are allied to a political party and/or seek to market or promote activities for electioneering or political purposes.
- 7.5 MMS can limit the number and length of marketing agreements any one organisation may enter into.

8. TYPES OF MARKETING MATERIALS OR PROMOTIONAL ACTIVITIES

Marketing or promotional material or activity may take the following forms:

- 8.1 All types of marketing or promotional activities must be clearly labelled with the name of the external organisation and their contact details so that members of the school community can see immediately whether the information comes from the school or not.
- 8.2 Written promotional material such as a flyer, letter or email or an entry into the newsletter:
 - 8.2.1 All written promotional material must be authorised by a named person representing the external organisation;
 - 8.2.2 The material must be dated and must contain the name and contact details of the responsible person;
 - 8.2.3 The number, size and quality of the written material must follow the guidelines as set out in Appendix 1 and will be specified in the marketing agreement;
 - 8.2.4 Written promotional material may be removed and destroyed within 14 days following the authorisation date or, in the case of an activity being promoted, immediately after the date of the activity.
- 8.3 Promotional activity such as a workshop or taster activity which introduces students or parents to an activity, service or product or which rewards students, staff or the school for participating in the activity.
 - 8.3.1 The external organisation running a promotional activity must abide by the Use of Facilities by Others Policy;
 - 8.3.2 Any such promotional activity is voluntary and parents retain the right to exclude their children from the activity;
 - 8.3.3 Any monetary or other benefits that the school may receive must be communicated clearly to parents and the school community.
- 8.4 Social media
 - 8.4.1 All promotional material on social media platforms must be authorised by a named person representing the external organisation
 - 8.4.2 The material must be dated and must contain the name and contact details of the responsible person.
 - 8.4.2 Any external organisation (including parents or parent groups) using social media to market or promote an activity, service or product within the MMS community must abide by the Responsible Online Behaviour Policy.
- 8.5 In allowing an organisation to market or promote their activities, services or products within the MMS community, permission does not extend to the use of MMS's branding (e.g. name, logo, and strap line) on the organisation's promotional materials.

9 MARKETING AGREEMENT TERMS AND CONDITIONS

- 9.1 Current students and parents may apply to market within the MMS community. MMS may charge a nominal fee to cover costs only when permitting such marketing agreements.
- 9.2 Past students and parents and community organisations: such marketing agreements will charge a nominal fee to cover costs only.
- 9.3 Commercial marketing and promotion will be charged at the school's discretion.
- 9.4 The agreement will state clearly whether the marketing or promotion is directed at adults or children or both. Marketing which is directed at children must be appropriate, ethical and age-appropriate recognising that parents are the primary decision-makers.
- 9.5 The marketing agreement will state clearly the conditions under which the MMS logo and branding may be used, if at all.

10 CHARGES

- 10.1 The Principal (or as delegated) is responsible for determining the charge levied on external organisations (including parents and parent groups) which market within the MMS community.
- 10.2 Separate charges will be made for promotional activities in line with the Use of Facilities by Others Policy.
- 10.3 Full details of the charges to be levied are set out in the Marketing Agreement.

11 COMPLAINTS

- 11.1 Complaints from the external organisation to the school will be handled through the school's Complaints Policy.
- 11.2 Complaints from members of the school community regarding breaches of the marketing agreement will be handled through the school's Complaints Policy.
- 11.3 Complaints from members of the school community regarding the content of the marketing material or promotional activity will be handled by the external organisation through its own complaints policy. The school must be informed of any such complaints as soon as they are known and the outcome or resolution.

12 ROLES AND RESPONSIBILITIES

- 12.1 The School Board is responsible for
 - 12.1.1 determining this policy and approving any amendments on an annual basis;
- 12.2 The Principal is responsible for
 - 12.2.1 making decisions as to which marketing agreements to approve (or cancel in consultation with the Board) and the terms and conditions contained within them;
 - 12.2.2 ensuring the Terms and Conditions of the Marketing Agreement are fulfilled;
 - 12.2.3 ensuring each agreement has its own Marketing Agreement Business Plan.
- 12.3 The external organisation is responsible for
 - 12.3.1 abiding by the terms of the marketing agreement;
 - 12.3.2 informing the school of any complaints and the outcomes or resolutions.

13 LINKED WITH

- 13.1 Child Safe Standards Policy
- 13.2 Privacy and Confidentiality Policy
- 13.3 OH and S Policy
- 13.4 Responsible Online Behaviour Policy
- 13.5 Responsible Use of ICT Policy
- 13.6 Fundraising and Donations Policy
- 13.7 Complaints Policy

14 PROCEDURAL DOCUMENTS

- 14.1 Marketing Agreement
- 14.2 Marketing Agreement Business Plan
- 14.3 Criteria for deciding in favour of or against the agreement
- 14.4 School benefit assessment
- 14.5 Financial assessment
- 14.6 Terms and Conditions of Agreement – including those set out in §9
- 14.7 Guidelines for written promotional material (Appendix 1)

15 POLICY REVIEW

The School Board will approve any amendments to this policy and monitor its implementation on an annual basis.

REVIEWED: 2018

ATTACHMENT 1**Checklist****Third Party Marketing Proposal**

Melbourne Montessori School ("MMS") permits named third party organisations (including parents or groups of parents) ("third parties") to market or promote their activities, services and products within the Melbourne Montessori School community from time to time.

MMS, in deciding whether to approve an application for a third party to promote its activities, services or products, will consider the following decision-making criteria together with an assessment of the costs and benefits to the school.

Criteria which must be met when approving an application for third party marketing		✓
1	The values of the third party, the activities, services or products it is seeking to promote, and its methods for doing so are aligned to the school's values	
2	The third party's application is consistent with the principles as set out in the Third Party Marketing Policy	
3	There is a clear and transparent rationale for the third party to market its activities, services or products within the MMS community	
4	There is a clear and transparent benefit for the MMS community if this marketing is allowed	
MMS will consider favourably the following potential benefits to the school and its community		✓
5	Activities, services or products which will enrich the learning of children and their families	
6	A third party which seeks to be connected in partnership with MMS on the basis of aligned values	
7	Activities, services or products which are designed to encourage people, and particularly children, to make a difference by helping each other	
8	A third party which is promoting fundraising activities for organisations whose purpose is to help others	
MMS will take note of the following reasons for a third party to apply to market an activity, service or product to the school community		✓
9	Activities, services and products designed for people living and working in the local neighbourhood	
10	A third party which is seeking access to potential customers from within the school community	
11	A third party which is seeking to benefit from lower costs than elsewhere	

Assessment

List benefits (social, educational, financial) in approving the application for this third party to market their activities, products, services to the school community:

Benefits for students and families	
Benefits for staff	
Benefits for the school	

List any disadvantages and risks (reputational, educational, financial) in approving this application for a third party to market their activities, products, services to the school community:

Disadvantages and risks for students and families	
Disadvantages and risks for staff	
Disadvantages and risks for the school	