

## Community Joint Use Proposal involving a Community Partner which is a local government authority or a not for profit entity

This form is to be completed by the School Council in conjunction with the proposed Community Partner and must be signed on behalf of the School Council and the Community Partner. The Parties are NOT to delete any text from this document, use strikethrough feature if necessary, e.g. the Proposal.

- ❖ One of the parties will then need to forward it to the appropriate Regional Director for endorsement before sending it to the Victorian School Building Authority to enable the **Community Joint Use Agreement** to be drafted.
- ❖ For assistance in completing this Proposal, please refer to the **Instructions for Completing the Community Joint Use Proposal (the Instructions)**.
- ❖ In some sections of this Proposal, the parties are able to make a choice from several **Options**. These **Options** allow the parties to select an alternative that best suits their community. The different **Options** are identified in this Proposal with a more detailed explanation contained in the **Instructions**.
- ❖ In this Proposal:
  - **'Parties'** means the School Council (or School Councils if more than one) and the Community Partner (or Community Partners if more than one).
  - **'Facility'** refers to the building or other kind of community resource (such as a sporting field) being constructed, developed or refurbished.
  - **'Minister'** means the Minister for Education.
  - **'Department'** means the Department of Education and Training.

### Section A Administration

Item 1 SCHOOL DETAILS - if more than one school please provide details for each school (copy and paste the details below for each school)	
School Council Name (as per the School Council's Constituting Order)	Mansfield Secondary College
School Name	Mansfield Secondary College
Principal's Name	Timothy Hall
Street Address	15 View Street, Mansfield VIC 3722
Postal Address	PO Box 203, Mansfield VIC 3722
Email Address(for correspondence)	Mansfield.sc@education.vic.gov.au
Contact person (for correspondence) <i>Note: This is usually the Principal</i>	Timothy Hall
Telephone	(03) 5775 2022

Item 2 PROPOSED COMMUNITY PARTNER - if more than one partner please provide details for each partner (copy and paste the details below for each school)	
Correct Legal Name	Mansfield Shire Council
Street Address	33 Highett Street, Mansfield VIC 3722
Postal Address	Private Bag 1000, Mansfield VIC 3724
Email Address (for correspondence)	council@mansfield.vic.gov.au
Contact person (for correspondence)	Kirsten Alexander
Telephone	(03) 5775 8555
If the Community Partner is not a local government authority, provide an ACN or ABN	ACN – N/A ABN – N/A

## Section B The Land and the Facility

Item 3 THE LAND ON WHICH THE FACILITY WILL BE DEVELOPED	
Is the Facility located on land owned by more than one party?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>Identify who owns the land on which the Facility is located and any relevant arrangements in respect of that land.</p> <p><i>Note 1: The <b>Community Joint Use Agreement</b> cannot be progressed to an initial draft until all information relevant to the ownership of the land and location of the Facility is provided.</i></p> <p><i>Note 2: If the Facility is located on land owned or managed by more than one party, more than one box can be checked.</i></p>	<p><input checked="" type="checkbox"/> School land owned or managed by the Minister</p> <p><input type="checkbox"/> Land owned by a local government authority</p> <p><input type="checkbox"/> Land owned by a Community Partner which is not a local government authority</p> <p><input type="checkbox"/> Crown land managed by a local government authority (provide further details below)</p> <p>Where applicable, provide details about the management arrangements for the Crown land:</p> <p>N/A</p>
Unless the land is School land, the parties must attach a plan of the land showing the location of the proposed Facility. <i>Note: If the Facility is located on land owned or managed by more than one party, the plan must clearly show which part of the Facility is located on which land.</i>	<p><input type="checkbox"/> Yes, a plan of the land is attached.</p> <p><input checked="" type="checkbox"/> No, it is not necessary to provide a plan of the land as it is School land, owned or managed by the Minister.</p>
Item 4 THE FACILITY	
Describe the Facility and all of its components i.e Stadium including change rooms, toilets and kitchen.	<p>226 seat performing arts facility with stage, orchestra pit, foyer, bar and toilets.</p>

**Item 5 PLANNING PERMITS FOR DEVELOPMENT AND USE**

The parties confirm they have consulted as to what planning or other permits may be required for the use of the Facility.

*Note 1: Depending on the type of land, a planning permit may be required for the use of the Facility.*

*Note 2: School Councils do not require planning permits for their own educational activities. The Community Partner will usually require a planning permit for the use of School land if the proposed activity falls outside the operation of the school for educational purposes.*

☐ School Council confirms ☒ Community Partner confirms

Do the parties consider that planning permits will be required for the use of the Facility?

☐ Yes

☒ No

Please note Section C – Construction has been removed as it is not applicable

**Section D Licence Details and Date of Operation****Item 6 LICENCE TERM****D1 & 2**

What Initial Licence Term and Further Term are the parties proposing?

*Note: The parties may propose a lesser term than the choices indicated, subject to approval of the Department if the Facility is located on School land.*

**Initial Term:**

☐ 20 years

☐ 25 years

☐ 30 years

☒ Lesser term (specify below)

10 years

**Further Term:**

☐ Not Applicable

☒ 10 years

☐ 15 years

☐ 20 years

☐ Lesser term (specify below)

**Item 7 LICENCE FEE**

The Community Partner acknowledges that a peppercorn licence fee of \$1.00 payable upon demand is applicable.

*Note 1: A peppercorn licence fee is only applicable where the Community Partner is a local government authority or not for profit entity.*

*Note 2: If the Community Partner is not a local government authority or not for profit entity contact Department – Infrastructure & Sustainability Division to discuss applicable licence fee.*

☒ Acknowledgment of peppercorn licence fee by Community Partner.

☐ Peppercorn licence fee not applicable – contact Department

**Item 8 DATE OF OPERATION****C1**



	<p>Community Partner's use:</p> <p>_____</p> <p>_____</p> <p>If no, it is assumed that use during school holidays and on student free days will be left to negotiation between the parties.</p>
<p>If the parties have selected <b>Option 2</b>, complete this section.</p>	<p>Describe the use arrangements agreed between the parties, including any specific arrangements in relation to school holidays or student free days.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>As part of these arrangements, specify any agreed school hours (applicable on school days)? <i>Note: Standard school hours are 8.00 am to 4.30 pm. Community Partner hours are not to exceed 10:30pm.</i></p> <p>_____</p>
<p>If the parties have selected <b>Option 3</b>, complete this section.</p>	<p>Which party is responsible for preparing and updating the annual Calendar of Use for the Facility?</p> <p><input type="checkbox"/> School Council                      <input checked="" type="checkbox"/> Community Partner</p> <p>In what month will the Calendar be prepared (being applicable for the following year commencing 1 January)?</p> <p><u>August</u></p> <p>Will the Calendar of Use reflect use by the School during agreed School Hours and use by the Community Partner outside those School Hours?</p> <p><input checked="" type="checkbox"/> Yes                                      <input type="checkbox"/> No</p> <p>If yes, complete the following:</p> <p>What are the agreed School Hours? <i>Note: Standard School Hours are 8.00 am to 4.30pm.</i></p> <p><u>8:00am till 4:30pm</u></p> <p>What are the Community Partner's Hours?</p> <p><u>6am till 8:00am and 4:30pm till 12:00am</u></p>
<p>Have the parties agreed on overall Operating/Opening Hours for the Facility (comprising the School Hours and the Community Partner's Hours)?</p> <p><i>Note: Sometimes limited total operating hours may be a condition of a planning permit.</i></p>	<p><input checked="" type="checkbox"/> Yes                                      <input type="checkbox"/> No</p> <p>If yes, what are the agreed Facility Operating Hours?</p> <p><u>6am till 12:00am</u></p> <p>_____</p>



**Item 12 HIRE OF THE FACILITY**
**E4**

Which party is responsible for hiring the Facility to community users outside School Hours? Or will the responsibility for hiring be shared between the parties depending on the area of the Facility involved?

- ☐ School Council responsible for all hiring outside School Hours
- ☒ Community Partner responsible for all hiring outside School Hours
- ☐ Hire outside School Hours to be shared (describe below)

Areas the School is responsible for hiring:

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Areas the Community Partner is responsible for hiring:

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Is it intended to appoint a third party to manage the hire outside School Hours (that is, the community hire?)

*Note: As a general rule, the third party will not be a party to the CJUA, but will have a separate arrangement with the party responsible for the hire of the Facility outside School Hours.*

- ☐ Yes, the parties propose to appoint a third party to manage the hire of the Facility outside School Hours

If yes, identify the proposed third party:

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- ☒ No, the parties do not propose such an arrangement

Is all of the Facility available for community hire outside School Hours or only certain areas?

- ☒ All of the Facility is available for hire
- ☐ Only some areas are available for community hire (describe which areas below)

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Will the revenue from hire to the community (that is, hire outside School Hours) belong to one party or be shared?

*Note: If the parties have agreed to a revenue sharing arrangement this may need to be discussed further with the Department.*

- ☒ Revenue will belong to the Community Partner
- ☐ Revenue will belong to the School Council
- ☐ Revenue will be shared (describe sharing arrangement below)

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- ☐ Revenue paid into Operating Account (as per Section G, Option 6)

How will the community hire fees be set?

*Note: If the parties are to jointly set these fees, the procedure for reaching agreement on the fees will need to be incorporated into the template CJUA*

- ☒ The party responsible for hire to the community will set the fees
- ☐ The hire fees will be set by agreement between the parties (add any further comments below)

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## Section F Expense and Revenue Projections

### Item 13 PROJECTED OPERATING COSTS AND REVENUE

In some circumstances the Department may require the parties to provide calculated projected **costs** and **revenue** for the Facility, such as maintenance, Capital Expenditure and the cost of utilities, for a five year period.

- ☐ School Council agrees to provide if requested
- ☒ Community Partner agrees to provide if requested

## Section G Maintenance

### Item 14 RESPONSIBILITY FOR GENERAL MAINTENANCE

### Clause 38

How have the parties agreed to share the maintenance of the Facility?

Choose from **Options 1, 2, 3, 4, 5 and 6** as explained in the **Instructions**.

*Note 1: Maintenance is assumed to include general repairs, cleaning and security arrangements. If the parties wish to have a separate specific arrangement in relation to a particular item, such as an electronic security system or computer server or cleaning, this should be detailed on a separate piece of paper and attached to this Proposal.*

- ☒ **Option 1** - One party is responsible for arranging and paying for all maintenance for the Facility with the other party to reimburse it an agreed percentage of the costs or pay a fixed annual maintenance contribution.
- ☐ **Option 2** - One party is responsible for arranging and paying for all maintenance of the Facility with the other party to reimburse it, based on the other party's proportionate entitlement to use the Facility.
- ☐ **Option 3** - The parties have agreed to be responsible for arranging and paying for the maintenance of separate areas of the Facility. This Option usually applies where there is little or no overlapping use of the different areas of the Facility.
- ☐ **Option 4** - The parties have agreed to a Maintenance Schedule which sets out their maintenance obligations.
- ☐ **Option 5** - One party is responsible for arranging and paying for all maintenance for the Facility with no reimbursement.
- ☐ **Option 6** - The parties agree to establish an Operating Account to collect revenue generated by the Facility and pay for maintenance and any other specified operational expenses (excluding Capital Expenditure).

If the parties have selected **Option 1**, complete this section.

Which party is responsible for arranging the maintenance works and paying in the first instance?

- ☐ School Council ☒ Community Partner

Will the maintenance costs be reimbursed by the other party as a percentage or a fixed annual maintenance contribution? Select option and provide details.

☐ Percentage: %

☒ Fixed annual maintenance contribution: \$\_\_\_\_\_

If the parties have selected "Fixed annual maintenance contribution", complete the following:

- ☐ Parties select the **default position**; or

*Note 1: If the parties select a fixed annual maintenance contribution the*



<p><b>default position</b> is for this amount to increase by CPI each year. Alternatively, the parties may specify a different method for this annual increase.</p>	<p><input checked="" type="checkbox"/> Parties wish to specify own method of annual increase (specify below)</p> <p>Review after 5 years</p> <p>Select the arrangements for reimbursement:</p> <p>Timing for issue of an invoice by the party who paid the costs:</p> <p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly</p> <p><input type="checkbox"/> 6 monthly <input checked="" type="checkbox"/> Annually</p> <p><input type="checkbox"/> Other, specify: _____</p> <p>Timing for payment of that invoice:</p> <p><input checked="" type="checkbox"/> 30 days <input type="checkbox"/> 45 days</p> <p><input type="checkbox"/> 60 days</p>
<p>If the parties have selected <b>Option 2</b>, complete this section.</p>	<p>Which party is responsible for arranging the maintenance works and paying in the first instance?</p> <p><input type="checkbox"/> School Council <input type="checkbox"/> Community Partner</p> <p>Which party will determine how much each party is entitled to use the Facility? <i>Note: This is usually the party who owns or manages the land, so for school land it will be the School Council.</i></p> <p><input type="checkbox"/> School Council <input type="checkbox"/> Community Partner</p> <p>Select the arrangements for reimbursement:</p> <p>Timing for issue of an invoice by the party who paid the costs:</p> <p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly</p> <p><input type="checkbox"/> 6 monthly <input type="checkbox"/> Annually</p> <p><input type="checkbox"/> Other, specify: _____</p> <p>Timing for payment of that invoice by the other party:</p> <p><input type="checkbox"/> 30 days <input type="checkbox"/> 45 days</p> <p><input type="checkbox"/> 60 days</p>
<p>If the parties have selected <b>Option 3</b>, complete this section.</p>	<p>Describe what areas of the Facility will be maintained by each party:</p> <p>The School Council is responsible for arranging and paying for all maintenance relating to the following areas:</p> <p>_____</p> <p>_____</p> <p>The Community Partner is responsible for arranging and paying for all maintenance relating to the following areas:</p> <p>_____</p>

<p>If the parties are sharing the costs of maintaining shared areas, e.g. common areas, storage areas, access routes, car-parks, complete this section.</p>	<hr/> <p><input type="checkbox"/> Not applicable as no areas have shared financial responsibility. Move to <b>Section H</b></p> <p>In relation to the shared areas, identify who will arrange the maintenance and pay in the first instance:</p> <p><input type="checkbox"/> School Council <input type="checkbox"/> Community Partner</p> <p>Select the arrangements for reimbursement:</p> <p>Timing for issue of an invoice by the party who paid the costs:</p> <p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly</p> <p><input type="checkbox"/> 6 monthly <input type="checkbox"/> Annually</p> <p><input type="checkbox"/> Other, specify: _____</p> <p>Timing for payment of that invoice:</p> <p><input type="checkbox"/> 30 days <input type="checkbox"/> 45 days</p> <p><input type="checkbox"/> 60 days</p> <p>Specify the areas of shared financial responsibility:</p> <hr/> <hr/> <p>Specify each parties financial contribution:</p> <p>School Council share (of shared areas): _____ %</p> <p>Community Partner share (of shared areas): _____ %</p>
<p>If the parties have selected <b>Option 4</b>, complete this section.</p> <p><i>Note: the Maintenance Schedule is to identify which party will arrange for the works and which party will pay for the works; if a proportion of the costs are to be reimbursed by the other party provide these details.</i></p>	<p><input type="checkbox"/> Parties confirm they have attached a proposed Maintenance Schedule to this Proposal. If the Facility is located on School land, this Schedule is subject to Department approval.</p>
<p>If the parties have selected <b>Option 5</b>, complete this section.</p>	<p>Which party is responsible for arranging and paying for all maintenance for the Facility?</p> <p><input type="checkbox"/> School Council <input type="checkbox"/> Community Partner</p>
<p>If the parties have selected <b>Option 6</b>, complete this section.</p> <p><i>Note 1: The Operating Account is <b>not</b> intended to also cover Capital Expenditure. The parties can establish a separate Capital Reserve Account for this purpose (see <b>Item 22</b> below).</i></p>	<p>Which party will establish the Operating Account?</p> <p><input type="checkbox"/> School Council <input type="checkbox"/> Community Partner</p> <p>Which party is responsible for arranging and paying for all maintenance for the Facility?</p> <p><input type="checkbox"/> School Council <input type="checkbox"/> Community Partner</p>

*Note 2: If the Facility is on school land the School Council usually establishes the Operating Account.*

Do the parties intend for the Facility to be self-funding (based on projections that this is feasible) or do the parties propose to contribute to the Operating Account?

☐ The parties intend the Facility to be self-funding.

☐ The parties intend to contribute to the Operating Account. Identify the proposed annual contributions below and any specific arrangements for payment:

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What does the Operating Account cover?

☐ The Operating Account covers maintenance (see the Note in the first section of this **Item 21**).

☐ The Operating Account also covers the following operating expenses (eg. *property damage insurance, utilities etc*), Please list operating expenses:

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Parties to confirm that all of the revenue from the community hire of the Facility be paid into the Operating Account.

☐ School Council confirms

☐ Community Partner confirms

What other funds (if any) are to be paid into the Operating Account?

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If there is a deficit in the Operating Account, as calculated on an annual basis, how do the parties propose to meet such deficit?

School Council responsibility \_\_\_\_\_ %

Community Partner responsibility \_\_\_\_\_ %

## Section H Capital Works and Capital Expenditure

### Item 15 RESPONSIBILITY FOR ARRANGING CAPITAL WORKS

The parties may elect to include in the agreement Special Condition clauses relating to Capital Works, which differs from maintenance.

*Note: Capital Works means works that are:*

- (a) *Structural in nature; or*
- (b) *Constitute a non-recurrent upgrade of the Facility; or*
- (c) *are replacement works which improve the Facility.*

Do the parties wish to address Capital Works?	<input type="checkbox"/> Yes <input type="checkbox"/> No; if no go to <b>Section I item 18</b>
<p>Which party is responsible for arranging the Capital Works for the Facility? Payment for these Capital Works i.e. Capital Expenditure is covered in <b>Item 15</b> below.</p> <p>Choose from <b>Options 1, 2 and 3</b> as explained in the <b>Instructions</b>.</p>	<input checked="" type="checkbox"/> <b>Option 1</b> - One party is responsible for arranging all Capital Works in respect of the Facility. <input type="checkbox"/> <b>Option 2</b> - The parties agree to share responsibility for arranging Capital Works according to the area of the Facility involved. <input type="checkbox"/> <b>Option 3</b> - The parties have agreed to identify which of them will arrange what Capital Works in a Schedule. This may be a separate schedule or the parties may combine it with a Maintenance and/or Capital Expenditure Schedule (see also <b>Item 16</b> below).
<p>If the parties have selected <b>Option 1</b>, complete this section.</p> <p>The party responsible for arranging the Capital Works will undertake these works based on the Capital Works Plan and in consultation with the other party. The parties however can elect for the party responsible for arranging the Capital Works to obtain written consent prior to the Capital Works being undertaken if the expected cost exceeds an annual limit or a specified amount per item. Parties to advise.</p>	<p>Which party is responsible for arranging all Capital Works?</p> <p><input type="checkbox"/> School Council <input checked="" type="checkbox"/> Community Partner</p> <p>Do the parties wish to obtain written consent prior to undertaking Capital Works?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No; if no go to <b>Item 16</b></p> <p>If Yes complete the following:</p> <p><input type="checkbox"/> Annual Limit <input checked="" type="checkbox"/> Item Limit</p> <p>If annual limit, specify the amount per annum when consent is required, e.g. annual Capital Works will exceed \$40,000</p> <p>Annual limit: \$ _____</p> <p>If consent relates to each item of Capital Works specify this amount, e.g. estimated cost of each item \$ 20,000</p> <p>Cost per Capital Works item: \$ <u>25,000</u></p>
<p>If the parties have selected <b>Option 2</b>, complete this section.</p>	<p>Describe how the responsibility for arranging Capital Works will be shared between the parties by reference to the areas of the Facility.</p> <p>Areas for which the School Council is responsible:</p> <p>_____</p> <p>_____</p> <p>Areas for which the Community Partner is responsible:</p> <p>_____</p> <p>_____</p>
<p>If the parties have selected <b>Option 3</b>, complete this section</p>	<p><input type="checkbox"/> Parties confirm they have attached a proposed Capital Works Schedule to this Proposal (or addressed the responsibility for Capital Works in a combined Schedule).</p>
<b>Item 16 RESPONSIBILITY FOR CAPITAL EXPENDITURE</b>	
<p>How have the parties agreed to share Capital Expenditure for the Facility i.e. payment for Capital Works?</p>	<p><input type="checkbox"/> <b>Option 1</b> - The parties have agreed to establish a Capital Reserve Account to which they will jointly contribute an annual amount towards the payment of all Capital</p>

<p>Choose from <b>Options 1, 2, 3, 4 and 5</b> as explained in the <b>Instructions</b>.</p> <p><i>Note: If the Community Partner is not a local government authority and the Facility is located on School land, the Department requires the parties to use Option 1 - the establishment of a Capital Reserve Account.</i></p>	<p>Expenditure in respect of the Facility and which will accumulate over time.</p> <p><input checked="" type="checkbox"/> <b>Option 2</b> - One party is responsible for all Capital Expenditure in respect of the Facility.</p> <p><input type="checkbox"/> <b>Option 3</b> - The parties have agreed to share responsibility for Capital Expenditure by each contributing an agreed percentage of such costs, as and when the costs arise.</p> <p><input type="checkbox"/> <b>Option 4</b> - The parties have agreed to share responsibility for Capital Expenditure according to the area of the Facility involved. This Option usually applies where there is little or no overlapping use of the different areas of the Facility. This Option may include some areas of shared responsibility (such as common areas or whole of building costs e.g. replacement of services).</p> <p><input type="checkbox"/> <b>Option 5</b> - The parties have agreed to share Capital Expenditure as set out in a Schedule. This may be a separate schedule or the parties may combine it with a Maintenance and/or Capital Works Schedule (see <b>Items 14 and 15</b> above).</p>
<p>If the parties have selected <b>Option 1</b>, complete this section.</p> <p><i>Note 1: The <b>default position</b> for facilities located on School land is a combined annual Capital Reserve Contribution of 1.5% of the total cost of the works (see <b>Item 7</b>) during the Initial Term of the Agreement, increasing to 2% of the total cost of the works during the Further Term. The parties need to agree how much they will each contribute towards this annual contribution. Default contribution position is parties to contribute equally, that is, 50% of 1.5% (or 2%) as the case may be.</i></p> <p><i>Note 2: Alternatively, should the parties wish to design their own schedule of contributions to the Capital Reserve Account, they must provide their Capital Works projections to demonstrate the adequacy of the proposed contributions.</i></p>	<p>Which party will establish and maintain the Capital Reserve Account?</p> <p><input type="checkbox"/> School Council                      <input type="checkbox"/> Community Partner</p> <p>How much do the parties propose to contribute annually to the Capital Reserve, starting from 12 months after the Facility commences operation?</p> <p><input type="checkbox"/> Parties select the <b>default position</b></p> <p>If parties wish to contribute a different percentage than the default contribution position, that is, 50% each, please specify percentage:</p> <p>School Council contribution: _____ %</p> <p>Community Partner contribution: _____ %</p> <p><b>or</b></p> <p><input type="checkbox"/> Parties wish to design their own schedule of contributions (specify below or attach as a separate document)</p> <p>School Council contribution: \$</p> <p>_____</p> <p>_____</p> <p>Community Partner contribution: \$</p> <p>_____</p> <p>_____</p> <p><input type="checkbox"/> If the parties have chosen to design their own schedule of contributions, attach a copy of the parties' Capital Works projections to this Proposal.</p>

	<p>How will the School Council and Community Partner fund any deficit in the Capital Reserve Account?</p> <p>School Council _____%    Community Partner _____%</p>
If the parties have selected <b>Option 2</b> , complete this section.	<p>Which party is responsible for paying for all Capital Expenditure?</p> <p><input type="checkbox"/> School Council                      <input checked="" type="checkbox"/> Community Partner</p>
If the parties have selected <b>Option 3</b> , complete this section.	<p>Which party is responsible for payment of Capital Expenditure in the first instance?</p> <p><input type="checkbox"/> School Council                      <input type="checkbox"/> Community Partner</p> <p>What percentage will be reimbursed by the other party?</p> <p>_____ %</p> <p>Select the arrangements for reimbursement:</p> <p>Timing for issue of an invoice by the party who paid the costs:</p> <p><input type="checkbox"/> Monthly                                  <input type="checkbox"/> Quarterly</p> <p><input type="checkbox"/> 6 monthly                              <input type="checkbox"/> Annually</p> <p><input type="checkbox"/> Other, specify: _____</p> <p>Timing for payment of that invoice:</p> <p><input type="checkbox"/> 30 days                                  <input type="checkbox"/> 45 days</p> <p><input type="checkbox"/> 60 days</p>
If the parties have selected <b>Option 4</b> , complete this section.	<p>Describe how Capital Expenditure will be shared between the parties by reference to the areas of the Facility.</p> <p>Areas for which the School Council is responsible:</p> <p>_____</p> <p>_____</p> <p>Areas for which the Community Partner is responsible:</p> <p>_____</p> <p>_____</p> <p>Areas of shared responsibility (if any):</p> <p>_____</p> <p>_____</p> <p>School Council share (of shared areas): _____ %</p> <p>Community Partner share (of shared areas): _____ %</p>

If the parties have selected <b>Option 5</b> , complete this section.	<input type="checkbox"/> Parties confirm they have attached a proposed Schedule to this Proposal. The parties may provide a combined Maintenance, Capital Works and Capital Expenditure Schedule.
<b>Item 17 CAPITAL WORKS PLANS</b>	
Parties confirm they agree to generate, and update annually, rolling 5 year <b>Capital Works plans</b> for the Facility.	<input type="checkbox"/> School Council agrees <input checked="" type="checkbox"/> Community Partner agrees

## Section I Utilities and Telecommunications

<b>Item 18 UTILITIES SUPPLIED TO THE FACILITY AND METERING ARRANGEMENTS</b>	
<p>What utilities are supplied to the Facility?</p> <p>What supplied utilities will be separately metered?</p> <p><i>Note: If the School Council is responsible for the cost of electricity gas and/or water to the Facility and there is no reimbursement from the Community Partner separate metering is not necessary.</i></p>	<p><input type="checkbox"/> There are no utilities supplied to the Facility. <b>Go to Item 22.</b></p> <p><b>Is Water supplied to the Facility?</b></p> <p><input checked="" type="checkbox"/> Yes     <input type="checkbox"/> No</p> <p>If supplied, will water be metered separately:</p> <p><input checked="" type="checkbox"/> Yes     <input type="checkbox"/> No</p> <p><b>Is Electricity supplied to the Facility?</b></p> <p><input checked="" type="checkbox"/> Yes     <input type="checkbox"/> No</p> <p>If supplied, will electricity be metered separately:</p> <p><input checked="" type="checkbox"/> Yes     <input type="checkbox"/> No</p> <p><b>Is Gas supplied to the Facility?</b></p> <p><input checked="" type="checkbox"/> Yes     <input type="checkbox"/> No</p> <p>If supplied, will gas be metered separately:</p> <p><input checked="" type="checkbox"/> Yes     <input type="checkbox"/> No</p> <p>Insert any additional specific details about metering arrangements here:</p> <hr/> <hr/>
<b>Item 19 WATER</b>	
<p>Where mains water is supplied to the Facility, which party is responsible for the cost of any mains water supplied to the Facility? If this is to be shared, specify which party will pay in the first instance and how the cost is to be shared e.g. based on a percentage or</p>	<p>If there is no Water supplied <b>go to Item 20</b></p> <p>Will the costs be paid from the Operating Account? Parties <b>MUST</b> have selected Option 6 in Item 14 above to select Yes.</p> <p> <input type="checkbox"/> Yes                             <input type="checkbox"/> If yes, <b>Go to Item 20</b>  <input checked="" type="checkbox"/> No       </p>

according to entitlement to use the Facility.

If No complete the following:

☒ **Option 1** One party is responsible for paying 100% of the cost of water supplied to the Facility with no reimbursement.

Specify which party:

☒ School Council  
responsible

☐ Community Partner  
responsible

☐ **Option 2** One party is responsible for paying 100% of the cost of water supplied to the Facility in the first instance with the other party reimbursing an agreed percentage.

Specify which party will pay in the first instance:

☐ School Council  
responsible

☐ Community Partner  
responsible

Specify the percentage of reimbursement: \_\_\_\_\_%

☐ **Option 3** One party is responsible for paying 100% of the cost of water supplied to the Facility in the first instance with the other party reimbursing based on entitlement to use the Facility.

Specify which party will pay in the first instance:

☐ School Council  
responsible

☐ Community Partner  
responsible

Note: It is assumed that the party responsible for payment in the first instance will calculate the amount to be reimbursed, unless the parties advise otherwise.

Where the mains water supplied to the Facility is not separately metered, how have the parties agreed to calculate the value of water supplied to the Facility separate from water supplied to other buildings or facilities located on the Land?

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If **Option 2** or **3** selected specify the arrangements for reimbursement:

Timing for issue of an invoice by the party who paid the costs:

☐ Monthly

☐ Quarterly

☐ 6 monthly

☐ Annually

☐ Other, specify: \_\_\_\_\_

Timing for payment of that invoice:

☐ 30 days

☐ 45 days

☐ 60 days



<p>Is it envisaged that the parties may need to purchase additional (non mains) water for the Facility, for instance if the Facility is a grassed oval and there are water restrictions in place?</p>	<p> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p> <input type="checkbox"/> Not applicable </p> <p>If the answer is yes, how do the parties propose to purchase such water and share the cost?</p> <p>_____</p> <p>_____</p>
<p><b>Item 20 ELECTRICITY</b></p>	
<p>Where electricity is supplied to the Facility, which party is responsible for the cost of any electricity supplied to the Facility and how have the parties agreed to share the costs</p>	<p>If there is no Electricity supplied <b>Go to Item 21</b></p> <p>Will the costs be paid from the Operating Account? Parties MUST have selected Option 6 in Item 20 above to select Yes.</p> <p> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>If yes, <b>Go to Item 21</b></p> <p>If No complete the following:</p> <p> <input type="checkbox"/> <b>Option 1</b> One party is responsible for paying 100% of the cost of electricity supplied to the Facility with no reimbursement. </p> <p>Specify which party:</p> <p> <input type="checkbox"/> School Council responsible <input type="checkbox"/> Community Partner responsible </p> <p> <input type="checkbox"/> <b>Option 2</b> The parties will each pay for the cost of electricity based on separate meters or sub-meters for different areas of the Facility. </p> <p>What areas are metered to the School Council?</p> <p>_____</p> <p>_____</p> <p>What areas are metered to the Community Partner?</p> <p>_____</p> <p>_____</p> <p> <input checked="" type="checkbox"/> <b>Option 3</b> One party is responsible for paying 100% of the cost of electricity supplied to the Facility in the first instance with the other party reimbursing an agreed percentage. </p> <p>Specify which party will pay in the first instance:</p> <p> <input checked="" type="checkbox"/> School Council responsible <input type="checkbox"/> Community Partner responsible </p> <p>Specify the percentage of reimbursement: <u>100</u> %</p> <p> <input type="checkbox"/> <b>Option 4</b> One party is responsible for paying 100% of the cost of electricity supplied to the Facility in the first instance with the other party reimbursing based on entitlement to use the Facility. </p>

	<p>Specify which party will pay in the first instance:</p> <div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> School Council responsible</span> <span><input type="checkbox"/> Community Partner responsible</span> </div> <p>Note: It is assumed that the party responsible for payment in the first instance will calculate the amount to be reimbursed, unless the parties advise otherwise.</p> <p>If <b>Option 3</b> or <b>4</b> selected specify the arrangements for reimbursement:</p> <p>Timing for issue of an invoice by the party who paid the costs:</p> <div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> Monthly</span> <span><input checked="" type="checkbox"/> Quarterly</span> </div> <div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> 6 monthly</span> <span><input type="checkbox"/> Annually</span> </div> <p><input type="checkbox"/> Other, specify: _____</p> <p>Timing for payment of that invoice:</p> <div style="display: flex; justify-content: space-around;"> <span><input checked="" type="checkbox"/> 30 days</span> <span><input type="checkbox"/> 45 days</span> </div> <p><input type="checkbox"/> 60 days</p>
<p><b>Item 21 GAS</b></p>	
<p>Where gas is supplied to the Facility, which party is responsible for the cost of any gas supplied to the Facility and how have the parties agreed to share the costs?</p>	<p>If there is no Gas supplied <b>Go to Item 22</b></p> <p>Will the costs be paid from the Operating Account? Parties MUST have selected Option 6 in Item 20 above to select Yes.</p> <div style="display: flex; justify-content: space-around;"> <span><input checked="" type="checkbox"/> Yes</span> <span>If yes, <b>Go to Item 22</b></span> </div> <p><input type="checkbox"/> No</p> <p>If No complete the following:</p> <div style="background-color: #f8d7da; padding: 5px;"> <p><input type="checkbox"/> <b>Option 1</b> One party is responsible for paying 100% of the cost of gas supplied to the Facility with no reimbursement.</p> <p>Specify which party:</p> <div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> School Council responsible</span> <span><input type="checkbox"/> Community Partner responsible</span> </div> </div> <p><input checked="" type="checkbox"/> <b>Option 2</b> One party is responsible for paying 100% of the cost of gas supplied to the Facility in the first instance with the other party reimbursing an agreed percentage.</p> <p>Specify which party will pay in the first instance:</p> <div style="display: flex; justify-content: space-around;"> <span><input checked="" type="checkbox"/> School Council responsible</span> <span><input type="checkbox"/> Community Partner responsible</span> </div> <p>Specify the percentage of reimbursement: <u>100</u> %</p> <div style="background-color: #f8d7da; padding: 5px;"> <p><input type="checkbox"/> <b>Option 3</b> One party is responsible for paying 100% of the cost of gas supplied to the Facility in the first instance with the other party reimbursing based on entitlement to use the Facility.</p> <p>Specify which party will pay in the first instance:</p> </div>

	<div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> School Council responsible</span> <span><input type="checkbox"/> Community Partner responsible</span> </div> <p>Note: It is assumed that the party responsible for payment in the first instance will calculate the amount to be reimbursed, unless the parties advise otherwise.</p> <p>If <b>Option 2</b> or <b>3</b> selected specify the arrangements for reimbursement:</p> <p>Timing for issue of an invoice by the party who paid the costs:</p> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> Monthly</span> <span><input type="checkbox"/> Quarterly</span> </div> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> 6 monthly</span> <span><input checked="" type="checkbox"/> Annually</span> </div> <p><input type="checkbox"/> Other, specify: _____</p> <p>Timing for payment of that invoice:</p> <div style="display: flex; justify-content: space-between;"> <span><input checked="" type="checkbox"/> 30 days</span> <span><input type="checkbox"/> 45 days</span> </div> <p><input type="checkbox"/> 60 days</p>
<b>Item 22 TELECOMMUNICATIONS</b>	
<p>Which party is responsible for paying for any telephone, internet and other telecommunication charges for the Facility, or will these charges be shared between the School Council and the Community Partner?</p>	<div style="background-color: #f8d7da; padding: 5px;"> <input checked="" type="checkbox"/> Not applicable as there are no Telecommunications provided  <b>Go to Item 23</b> </div> <div style="background-color: #f8d7da; padding: 5px;"> <p>Will the costs be paid from the Operating Account? Parties <b>MUST</b> have selected Option 6 in <b>Item 21</b> above to select Yes.</p> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> Yes</span> <span>If yes, <b>Go to Item 30</b></span> </div> <p><input type="checkbox"/> No</p> <p>If No complete the following:</p> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> School Council</span> <span><input type="checkbox"/> Community Partner</span> </div> <p><input type="checkbox"/> Shared</p> <p>Details of sharing arrangement:</p> <hr/> </div>
<b>Item 23 ADDITIONAL FINANCIAL OBLIGATIONS</b>	
<p>School Council and Community Partner to confirm their additional financial obligations in relation to the operation of the Facility.</p>	<p>The School Council and the Community Partner are each responsible for the cost of employing staff and engaging contractors and any other costs or expenses in relation to their use of the Facility and the performance of their obligations in respect of the Facility</p> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> School Council confirms</span> <span><input checked="" type="checkbox"/> Community Partner confirms</span> </div> <p>The Community Partner confirms it is responsible for any Statutory Charges payable in respect of the Community Partner's use or occupation of the Facility. <i>Note: The School</i></p>

	<p><i>Council is not required to pay any Statutory charges in respect of its use of the Facility for the purposes of the School.</i></p> <p><input checked="" type="checkbox"/> Community Partner confirms</p> <p>The School Council and the Community Partner are each responsible for the cost of any service call outs in relation to the security or fire safety of the Facility, if the call out was required due to their act of an act of their Personnel.</p> <p><input type="checkbox"/> School Council confirms</p> <p><input checked="" type="checkbox"/> Community Partner confirms</p>
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## Section J Operational Phase Insurance

Item 24 INSURANCE ARRANGEMENTS F	
<p>Depending on the circumstances, the agreement can address insurance in respect of property damage for the Facility and apparatus/equipment?</p> <p><i>Note 1: If the Facility is on School land, the parties are required to insure the Facility separately from the Department's umbrella property damage policy on the basis that the Facility is partly or completely outside the School's entitlement. If the Community Partner obtains this insurance, then it must name the Minister and the School Council as insureds.</i></p> <p><i>Note 2: The parties can agree to not insure apparatus and equipment located at the Facility. If this is the case tick either option 3 or 4.</i></p> <p><i>Note 3: Depending on the type of Facility and subject to the Department's approval, the parties can elect not to take out insurance cover, Option 5. This option will be considered for approval if the Facility does not relate to a structure or is an outdoor sporting area and does not include a synthetic surface, e.g. a grassed oval.</i></p>	<p>Do the parties wish to include insurance in respect of property damage to the Facility and any apparatus and equipment located at the Facility apparatus/equipment?</p> <p><input checked="" type="checkbox"/> Yes <span style="float: right;">If yes, <b>Go to Item 25</b></span></p> <p><input type="checkbox"/> <b>Option 1</b> -School Council responsible for arranging insurance for damage to the Facility and all apparatus and equipment located at the Facility, whether belonging to the School Council or the Community Partner. [Note: this option <b>includes</b> apparatus and equipment]</p> <p><input checked="" type="checkbox"/> <b>Option 2</b> -Community Partner responsible for arranging insurance for damage to the Facility and all apparatus and equipment located at the Facility, whether belonging to the School Council or the Community Partner. [Note: this option <b>includes</b> apparatus and equipment]</p> <p><input type="checkbox"/> <b>Option 3</b> - School Council responsible for arranging insurance for damage to the Facility and the School Council and the Community Partner will each separately insure that apparatus and equipment located at the Facility which belongs to it. [Note: this option <b>excludes</b> apparatus and equipment]</p> <p><input type="checkbox"/> <b>Option 4</b> - Community Partner responsible for arranging insurance for damage to the Facility and the School Council and the Community Partner will each separately insure that apparatus and equipment located at the Facility which belongs to it. [Note: this option <b>excludes</b> apparatus and equipment]</p> <p><input type="checkbox"/> <b>Option 5</b> – The School Council and the Community Partner have agreed to not insure for damage to the Facility or any apparatus and equipment located at the Facility.</p>

## Section K Consultation between the Parties

The parties are to meet on a regular basis during the Licence Term and each party will appoint an authorised representative. Default position for timing of meetings is every 6 months unless the parties specify otherwise.

☐ Other (please specify)

## Section L Final Checklist

PARTIES TO COMPLETE THE FOLLOWING CHECKLIST		
1	Was regional endorsement for the proposed Facility obtained	<input checked="" type="checkbox"/> Yes
2	Is a plan of the Land attached unless the Facility is to be located on School land owned or managed by the Department?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
3	IS the Plan of the Facility attached and its' components clearly identified? (eg. Oval is marked with surrounding pathways)	<input type="checkbox"/> Yes
4	Are the maintenance and capital works schedule(s) attached? This is only applicable if Option 4 in Item 14 or if Option 3 in Item 15 above was selected.	<input checked="" type="checkbox"/> Not applicable  <input type="checkbox"/> Maintenance  <input type="checkbox"/> Capital Works  <input type="checkbox"/> Combined
5	Do the parties agree to the Core Clauses in the template Community Joint Use Agreement, as explained in the Guide to Understanding and Developing Community Joint Use Agreements?	<input checked="" type="checkbox"/> Yes

## SIGNATORIES TO THIS PROPOSAL

We understand that the purpose of this **Community Joint Use Proposal** is to provide key information about the proposed community joint use arrangement and to outline the basis on which the parties propose to enter into a legally binding **Community Joint Use Agreement** with the Minister.

We understand that this Proposal is a proposal by the parties only. It is neither intended to be nor is a legally binding agreement and it is subject to the Minister's approval.

\_\_\_\_\_

Signature of School Principal

\_\_\_\_\_

Signature of Community Partner

\_\_\_\_\_

Name of School Principal

\_\_\_\_\_

Name of Community Partner

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

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

## REGIONAL ENDORSEMENT

Region

Name of Area Executive Director

Is the Proposal complete including all attached documents?

☐ Yes

☐ No If no, the Proposal must be returned to the parties with the missing information highlighted.

Signature of Area Executive Director endorsing completed Proposal

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

## For Department Use Only

Agreement Type (complexity)

Responsible Project Officer

Other Comments

If you require any assistance in completing this form in the first instance please contact Ms Paula Grani Property Unit, Victorian School Building Authority, Department of Education and Training on 7022 2660 or via email [Paula.Grani@education.vic.gov.au](mailto:Paula.Grani@education.vic.gov.au) or Mr Adam Binns, Manager, Property Agreements and Land Regeneration, Property Unit, Victorian School Building Authority, Department of Education and Training on 7022 2642 or via email [Adam.Binns@education.vic.gov.au](mailto:Adam.Binns@education.vic.gov.au)