

# BILATERAL AGREEMENT ON THE NATION BUILDING AND JOBS PLAN

An agreement between

the Commonwealth of Australia as represented by  
the Department of Education, Employment and  
Workplace Relations  
(the Commonwealth)

and

Tasmania as represented by the Tasmanian  
Department of Education  
(TAS)

Through this Agreement the Commonwealth will fund TAS to deliver timely economic stimulus through building prosperity for the future and supporting jobs in its jurisdiction.

Bilateral Agreement on the Nation Building and Jobs Plan

**Schedule 2A- the Commonwealth's Obligations****AUSTRALIAN GOVERNMENT BUILDING THE EDUCATION REVOLUTION PROGRAM FUNDING****Item A: BER ELEMENT [clause 3.1]**

National School Pride Program

**Item B: FUNDING PERIOD [clause 3.1]**

This Schedule applies to Funding authorised for the Period from 2008-09 to 2009-10.

**Item C: FUNDING AMOUNT [clause 3.1]**

Total Funding available including the administration fee is \$27,379,000 (exclusive of GST)

**Item D: FUNDING INSTALMENTS [clause 3.1]**

Payments in Column 1 will be made at the times set out in Column 2.\*

COLUMN 1	COLUMN 2
Instalment 1     \$8,214,000	Payment will be made on the 7 <sup>th</sup> day of the month following the month in which the agreement is executed by all parties.
Instalment 2     \$19,166,000	Payment will be made on the 7 <sup>th</sup> day of the month following receipt and acceptance by DEEWR of the detailed statement of income and expenditure including expenditure to each school for the previous financial year in accordance with clause 4.1.1(c) of this agreement. This payment will not be made before 7 July 2009.

We may withhold some, or all, of the payment of any funding instalment, subsequent to instalment 1 in the table above, if You have not paid to your schools at least 50 % of the funding paid to You by Us under this agreement in the financial year immediately preceding the financial year in which the funding instalment is due to be made.

The Commonwealth will not provide any additional Funds to You to meet any GST liabilities You incur as a result of subcontracting any part of the performance of Your obligations under this Agreement.

The date for payment is within 30 days of the date specified in the Table and after acceptance by the Commonwealth of:

- (a) any Report required by the Guidelines; and
- (b) if requested by the Commonwealth, a correctly rendered tax invoice;
- (c) delivered by You to the Commonwealth in accordance with this Agreement.

## Bilateral Agreement on the Nation Building and Jobs Plan

**Item E: YOUR ADMINISTRATIVE EXPENDITURE [clause 4.5]**

You may use \$404,000 of the Funding Amount in Item C of this Schedule for your administrative expenses associated with carrying out your obligations under this agreement as follows:

Financial Year	Funding
2008-09	\$121,000
2009-10	\$283,000
Total	\$405,000

\* Figures may not add due to rounding

**Item F: PROGRAM DELEGATE [clause 3.2 and 7.11]**

The Program Delegate and the person who can accept notices for the Commonwealth is:

Name: Dr Carol Nicoll  
Office Address: Department of Education, Employment and Workplace Relations  
16 Mort St  
Canberra City ACT 2601

Postal Address: GPO Box 9880  
Canberra City ACT 2601

Fax: (02) 6123 6217  
Phone: (02) 6240 7920  
Email: carol.nicol@deewr.gov.au

Bilateral Agreement on the Nation Building and Jobs Plan

**Schedule 2B- the Commonwealth's Obligations****AUSTRALIAN GOVERNMENT BUILDING THE EDUCATION REVOLUTION PROGRAM FUNDING****Item A: BER ELEMENT [clause 3.1]**Primary Schools for the 21<sup>st</sup> Century**Item B: FUNDING PERIOD [clause 3.1]**

This Schedule applies to Funding authorised for the Period from 2008-09 to 2010-11

**Item C: FUNDING AMOUNT [clause 3.1]**

Total Funding available including the administration fee is \$248,461,000 (exclusive of GST)

**Item D: FUNDING INSTALMENTS [clause 3.1]**

Payments in Column 1 will be made at the times set out in Column 2.\*

COLUMN 1	COLUMN 2
Instalment 1     \$12,008,000	Payment will be made on the 7 <sup>th</sup> day of the month following the month in which the agreement is executed by all parties.
Instalment 2     \$132,147,000	Payment will be made on the 7 <sup>th</sup> day of the month following receipt and acceptance by DEEWR of the detailed statement of income and expenditure including expenditure to each school for the previous financial year in accordance with clause 4.1.1(c) of this agreement. This payment will not be made before 7 July 2009.
Instalment 3     \$104,307,000	Payment will be made on the 7 <sup>th</sup> day of the month following receipt and acceptance by DEEWR of the detailed statement of income and expenditure including expenditure to each school for the previous financial year in accordance with clause 4.1.1(c) of this agreement. This payment will not be made before 7 July 2010.

We may withhold some, or all, of the payment of any funding instalment, subsequent to instalment 1 in the table above, if You have not paid to your schools at least 50 % of the funding paid to You by Us under this agreement in the financial year immediately preceding the financial year in which the funding instalment is due to be made.

The Commonwealth will not provide any additional Funds to You to meet any GST liabilities You incur as a result of subcontracting any part of the performance of Your obligations under this Agreement.

The date for payment is within 30 days of the date specified in the Table and after acceptance by the Commonwealth of:

- (a) any Report required by the Guidelines; and
- (b) if requested by the Commonwealth, a correctly rendered tax invoice;
- (c) delivered by You to the Commonwealth in accordance with this Agreement.

## Bilateral Agreement on the Nation Building and Jobs Plan

**Item E: YOUR ADMINISTRATIVE EXPENDITURE [clause 4.5]**

You may use \$3,672,000 of the Funding Amount in Item C of this Schedule for your administrative expenses associated with carrying out your obligations under this agreement as follows:

Financial Year	Funding
2008-09	\$177,000
2009-10	\$1,953,000
2010-11	\$1,541,000
<b>Total</b>	<b>\$3,672,000</b>

\* Figures may not add due to rounding

**Item F: PROGRAM DELEGATE [clause 3.2 and 7.11]**

The Program Delegate and the person who can accept notices for the Commonwealth is:

Name: Dr Carol Nicoll  
Office Address: Department of Education, Employment and Workplace Relations  
16 Mort St  
Canberra City ACT 2601


Postal Address: GPO Box 9880  
Canberra City ACT 2601

Fax: (02) 6123 6217  
Phone: (02) 6240 7920  
Email: carol.nicol@deewr.gov.au

Bilateral Agreement on the Nation Building and Jobs Plan

The Parties have confirmed their commitment to this Agreement as follows:

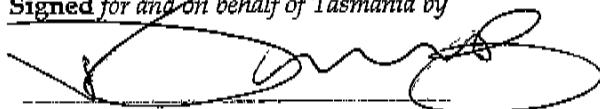
*Signed for and on behalf of the Commonwealth of Australia by*




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**The Honourable Julia Gillard MP**  
 Minister for Education, Employment and Workplace Relations  
 14.5.2009

*Signed for and on behalf of Tasmania by*




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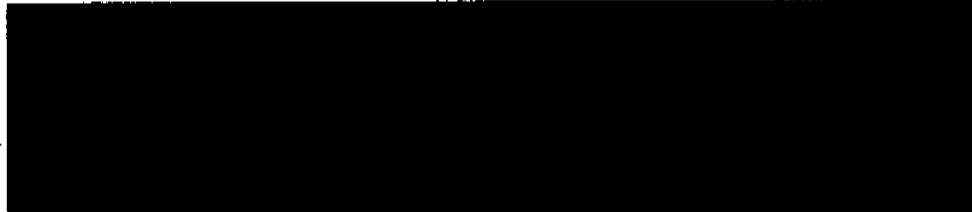
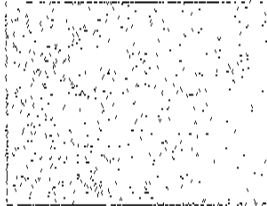
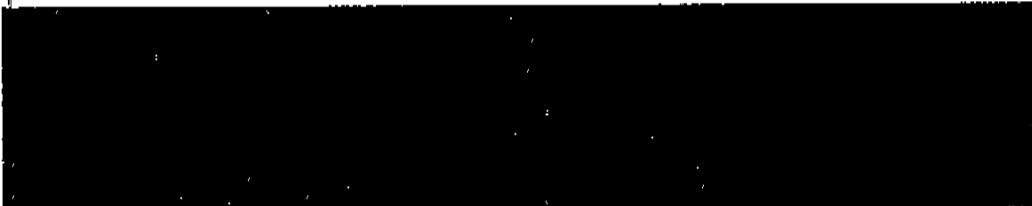
**The Honourable David Bartlett MP**  
 Minister for Education and Skills  
 2009



Australian Government



**Building**  
the education revolution



SOUTH AUSTRALIAN DEPARTMENT OF  
EDUCATION AND CHILDREN'S SERVICES  
BUILDING THE EDUCATION REVOLUTION  
IMPLEMENTATION PLAN

## Introduction

1. This template enables State and Territory Governments and Block Grant Authorities to provide information to the Australian Government on the implementation of the Building the Education Revolution (BER) program. BER complements existing and planned investments by states and territories and non-government systems and schools.

The three elements of BER are:

- (a) \$12.4 billion for Primary Schools for the 21st Century – all Australian primary schools, K-12 schools (primary school component) and special schools will be eligible to apply for funding to build new iconic facilities such as libraries and multipurpose halls or to upgrade existing facilities.
- (b) \$1 billion for Science and Language Centres for the 21st Century Secondary Schools – all secondary schools are eligible to apply for funding, on a competitive basis, for the construction of new science laboratories or language learning centres.
  - (i) \$1.288 billion for the National School Pride program – all schools in Australia, government and non-government, will be eligible to apply for funding for minor capital works and maintenance projects.

2. As BER is a critical component of the Australian Government's economic stimulus package it is essential that construction and maintenance work commences as quickly as possible.

3. This Implementation Template forms part of the bilateral agreement between the Commonwealth and [State/Territory/BGA].

4. These implementation arrangements will commence as soon as the Commonwealth and the other Party signs bilateral will be subject to re-negotiation as agreed by both parties from time to time, and will expire on 31 December 2012, or earlier termination as agreed in writing by the Parties.



## Commencing Projects

5. Outline how you will call for, assess, prioritise and select projects to meet the requirements of each of the three elements of BER?

(a) Primary Schools for the 21st Century

Principal briefing sessions to outline process, timeline and standard designs

Distribution of the Chief Executive's advice on process

Preparation of Fact Sheets on programs

Preparation and distribution of electronic application proformas including instructions

Schools requested to identify their priorities

DECS to review school submissions

DECS to identify Round 1 project proposals and contact Principals and obtain their agreement to the proposal. Confirm use of standard design as suitable for their site.

Commonwealth Government priorities to be applied in the planning of projects.

(b) Science and Language Centres for 21st Century Secondary Schools

Schools with secondary enrolment invited to apply using similar process as per Primary Schools for the 21<sup>st</sup> Century above.

South Australian Department of Education and Children's Services - Building the Education Revolution Implementation Plan

(c) National School Pride program

As per Primary Schools for the 21<sup>st</sup> Century

Sites will be provided with life cycle data on key infrastructure elements for consideration and inclusion in their priorities

Site requests to be reviewed against Commonwealth guidelines and DECS policies and guidelines.

6. What strategies will be used to fast track application and assessment outcomes?

Electronic forms and instructions have been developed and circulated to Principals

Fact Sheets have been developed and made available via the Asset Services web site

Advice is provided via Principal Association Chat Rooms

Assessment checks will be limited to key strategic direction/requirements for each site

Guidelines have been provided to Principals to make application process easy

Round 1 projects have been identified corporately based on the ability to utilise and build standard designs.

## 7. Outline how you will manage applications from schools marked for closure or for merger?

Amalgamation, merger and closure of schools in South Australia is a voluntary process

Known closures/mergers (next 2-3 years)

Sites will be supported with the purchase of equipment/resources that add to existing teaching and learning programs prior to closure. The equipment/resource will transfer to the new site.

Sites considering voluntary closure/merger

DECS is liaising with Principals/Governing Councils to strategically plan facilities requirements for the long term. The outcome of these discussions will be incorporated into site submissions

**Project Management**

## 8. What ongoing project management of each project will be offered?

National School Pride

Projects will be managed locally by the Principal. They are able to access the SA Government Facilities Management Contract.

Primary Schools / Science Labs/ Language Centres

Department of Transport Energy and Infrastructure (DTEI) to coordinate project delivery via specially designed contracts.

DTEI to monitor contractor performance/project delivery

DECS to monitor program delivery

Principal to monitor local project delivery

9. What project management approach will be adopted?

Primary Schools / Science Labs/ Language Centres

State Governance Structure has been established to oversight all programs and projects

Department of Transport Energy and Infrastructure (DTEI) plan to utilise a Head Contractor arrangement with Design and Construct Contracts for a group of geographically located projects.

DTEI has a pool of experienced Project Managers to be assigned to the contracts

DECS has a pool of Major Project Coordinators to liaise and support sites with the process

10. How will you ensure every school can maximise opportunities under BER? How will you assist smaller or less resourced schools/communities to participate?

DECS has implemented the following:

Premiers Conference held for all Principals and Governing Council Chairpersons

All Principals have been invited to attend information sessions

Information has been distributed to sites and published on the Asset Services web site

Planned use of electronic forms with detailed instructions

Expansion of the DECS Asset Support Centre to respond to enquiries

Local choice to access the SA Government Facilities Management Contract

**Building**

11. List the design templates to be used (and attach copies for the Commonwealth), or if design templates are not being used detail why this is reasonable and appropriate.

**Designs previously provided:**

Linden Park PS/ McDonald Park PS – Standard library

Angle Vale PS - Community Hall. Athelstone PS/McDonald Park PS - Multipurpose Activity Hall

West Beach PS - Multipurpose Activity Hall

Kapunda HS – Science laboratory

Gawler PS – General Learning Areas

**New Design attached**

Mount Barker PS - Multipurpose Activity Hall

**Designs under development**

Standard designs for a 4, 6, or 8 general learning building

Science and Language Centre

12. How will sustainable building principles be incorporated into construction, refurbishments and maintenance, wherever possible?

Sustainable building principles are incorporated into standard designs

In addition it is proposed that solar panels will be incorporated where practical.

## The Community

13. Outline the steps to be taken to achieve broad community consultation, including incorporating the views of relevant Principals, Parents and Citizens or Parents and Friends groups, on work to be undertaken?

Briefing Sessions on the project have commenced as per below:

Premier's Conference of Principals and Governing Council representatives

Regional Principal/Leaders seminars

Construction Industry Briefing undertaken by DTEI

Principals consult with their Governing Council in the selection of projects to be identified in their proforma response.

Principal Associations are able to contact Senior DECS officers for clarification of any emerging issues.

14. Outline how you will ensure new and refurbished facilities in primary schools will be available for broad community use at no cost or low cost?

SA already has a policy position of allowing after hours access to facilities.

Local school sets hire charge rates to recover at least direct costs (utilities). These can be waived by the Governing Council in special circumstances.

XX State/BGA Building the Education Revolution Implementation Plan

**Data Entry**

15. Will you undertake data entry on your school projects?

(a) If yes, how will this be achieved? Or

(b) If not, how will you ensure your schools meet all data entry requirement as required?

Yes, use of electronic proformas /forms has been implemented.

Use of Infra-enterprise (Enquiry Database system) to track issues, trends of enquiries

**Key Staff:**

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