#### **AUSTRALIAN INDUSTRY TRADE COLLEGE**

Dataworks Filename: ED Liaison – Business Development

Attachments: Memorandum of Understanding RCC (draft)

**AITC & RCC Expression of Interest** 

Authorising Officer:

Louise Rusan

**General Manager Community & Customer** 

**Services** 

Responsible Officer: David Jeanes

**Group Manager City Planning & Assessment** 

#### **BACKGROUND**

The Australian Industry Trade College (AITC) has approached Council seeking support for the establishment of a new campus within the City.

The AITC was established on the Gold Coast in 2008 and since then over 650 apprenticeships have been created with over 98% of the graduates achieving their senior school certificate.

The College operates as an independent co-ed day school for 350 year 11 and 12 students and is a not for profit company.

The college is seeking to expand into the greater Brisbane region and is particularly interested in Redland based upon the City demographics and the interest shown in the college by Council.

The AITC provides the twin benefit of senior education and career employment for technically talented young people.

The AITC has developed an innovative senior educational program that meets the requirements of the Queensland Curriculum and Assessment Authority (QCAA) and has the flexibility to respond to the needs of industry.

AITC young people attend college in 4 - 8 week modules or blocks and are in a work placement for the remainder of the term. AITC graduates can have up to 45% of their trade qualification completed by the end of Year 12.

The college is likely to bring significant benefit to the City in terms of providing another specialist educational establishment. The importance of the education sector was highlighted in the draft economic development strategy.

#### **ISSUES**

#### Point of difference

There are other schools in the Redlands that offer opportunities for year 11 & 12 students to undertake a Australian School-based Apprenticeship and Traineeships whilst completing Queensland Certificate of Education.

On this basis, Council should carefully consider whether there is a point of difference between those existing institutions and the AITC such that Council might provide assistance to the college.

Further to consultation with the Community and Cultural Services Group it would appear that the point of difference is along the lines that the AITC:

- Provides a more businesslike approach to School based apprenticeships and traineeships as this is their core educational function rather than a broader educational function of other schools.
- Seeks to engage employers as part of their "employment guarantee" for students enrolling in their institution.
- Is a fee paying school (contrasting to some other schools, e.g. Ed Qld schools).
- Is a business who will cater for any student and not just those that live locally.
- Has the potential to offset the loss of TAFE opportunities locally.

The AITC differs from as the college offers traineeships across 600 career areas for example hospitality, engineering, automotive, construction, boat building, child care, aged care. only provides training in the construction industry.

The AITC state that and the college are not competitors. In fact the AITC is partially funded by to achieve employment outcomes already. Furthermore, the AITC state that the college is the best performing employment school in Qld for gaining more apprenticeships than any other school in Queensland. As such, the College will broaden the vocational education opportunities in the city.

The AITC state that they provide a comprehensive package:

- Selection process for the best recruits
- Fully funded training at the local RTO
- Senior education
- Employment outcomes.

provides funding for training only. rely on other service providers to gain employment outcomes.

#### **AITC request to Council**

The AITC has provided a list of items that the college believes would assist in establishing a campus in the City. Details are provided in the attached expression of interest document.

Many of the items are operational matters that can likely be accommodated within existing policies, programs and resources at manageable cost to Council.

The college is also seeking financial assistance to establish facilities on a short to medium term basis. In particular, the AITC has inspected Council's building s at Toondah Harbour and Oakland Street. The collect has shown a strong preference for the Toondah Harbour building and it may be possible to accommodate the College in this location during the early stages of works anticipated by the Walker Group as part of the PDA development.

It is proposed that financial assistance for refurbishment of premises should not be agreed by Council, but that leasing of RCC facility for short period (3 years, with possible extension) for will be considered. This will be subject to all other activities of Council property not being compromised (e.g. Walker plans at Toondah Harbour).

At this stage the AITC is simply seeking an 'in principle' agreement for Council to work collaboratively with the college toward realising their desired outcomes to establish a campus in the City.

This can be achieved by the signing of a Memorandum of Understanding (MOU) between the parties. The MOU will be non-binding upon the parties, but will establish an agreement to work collaboratively in good faith.

The AITC needs to submit an application to the Non-State Schools Accreditation Board by March 2015. Consequently, there is some urgency associated with this matter.

A draft MOU along these lines has been prepared should Council resolve to work collaboratively with the AITC.

#### STRATEGIC IMPLICATIONS

#### **Legislative Requirements**

The AITC will have to ensure that all relevant approvals are in place to commence the college use.

AITC needs to submit their accreditation to the Non-State Schools Accreditation Board, by March 2015. In order to meet this accreditation, the College will have to secure a premise from which to operate.

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#### **Risk Management**

There is risk that of a perception of bias towards the college of other schools and colleges in the City if Council agrees to support the AITC request.

Failure to provide Council support for the College to establish in the City may result in them locating to another region in SEQ and result in fewer vocational training options in the City.

#### **Financial**

The cost of staff to assist in College establishment and loss of revenue from assets.

#### **People**

May impact upon staff resources within the City Planning and Assessment and Community and Cultural Services Group.

#### **Environmental**

There are no known adverse environmental impacts associated with working collaboratively with the AITC to establish a campus in the City.

#### Social

There are no known adverse social impacts associated with working collaboratively with the AITC to establish a campus in the City.

#### Alignment with Council's Policy and Plans

Council support for the AITC aligns with Council's strategic priority of delivering a supporting and vibrant economy. This support will assist in meeting the outcome of this strategic priority, name that:

 Businesses will thrive and jobs will grow from opportunities generated by low impact industries, cultural and outdoor lifestyle activities, eco-tourism and quality educational experiences.

#### **CONSULTATION**

The Community and Cultural Services Group and General Counsel were consulted in the preparation of this report.

#### **OPTIONS**

#### Option 1

1. Enter into a Memorandum of Understanding (MOU) with the Australian Industry Trade College to work collaboratively in the establishment of the college campus in the City. The AITC and RCC Expression of Interest document dated December 2014 provides the basis for the MOU, but specifically excluding RCC funding for refurbishment of premises as proposed by the AITC and providing that any lease of Council premises will be limited to three years, with possible extension; and

Portfolio 3 CONFIDENTIAL REPORT

2. Delegate authority to the Mayor in accordance with s.257(1)(a) of the *Local Government Act 2009* to sign the MOU.

#### Option 2

- 1. Enter into a Memorandum of Understanding (MOU) with the Australian Industry Trade College to work collaboratively in the establishment of the college campus in the City on different terms to be agreed up Council; and
- 2. Delegate authority to the Mayor in accordance with s257(1)(a) of the *Local Government Act 2009* to sign the MOU.

#### Option 3

Advise the AITC that Redland City Council declines the request for assistance to establish a college campus in the City.

#### OFFICER RECOMMENDATION

That Council resolves as follows:

- 1. To adopt Option 1 as outlined in the report.
- 2. That the report and its recommendations remain confidential.

# **Memorandum of Understanding**

# **Parties**

Redland City Council (Redland)

**Australian Industry Trade College Ltd** (AITC)

# **Memorandum of Understanding**

#### **Parties**

#### **Redland City Council**

Address Corner of Middle and Bloomfield Streets, Cleveland

Contact [INSERT]
Short name Redland

#### **Australian Industry Trade College Ltd**

Address [INSERT]

Contact [INSERT]

Short name AITC

## **Background**

- 1 AITC is a senior secondary school with a focus on school based apprenticeship programs within various industries.
- 2 AITC is currently based on the Gold Coast but is seeking to expand their operations into the Greater Brisbane Area.
- Redland is the local government authority for Redland city and wishes to work collaboratively with AITC to facilitate their expansion into Redland city.

# **Agreement**

#### 1 Purpose

#### 1.1 Purpose of the MOU

The purpose of this MOU is to provide a framework that will underpin the cooperative interaction between the parties when working towards the outcomes in Schedule A. This collaborative arrangement recognises both parties' interest in the expansion of AITC into the Redland city area.

#### 2 Agreement in principle

#### 2.1 Agreement to negotiate

The parties agree in principle to negotiate in good faith to achieve the outcomes in Schedule A.

AITC acknowledges that any agreement between Redland and AITC will be subject to the respective approval requirements under relevant legislation.

#### 2.2 Not binding

This agreement does not bind the parties to it and a party may refuse to agree a matter or to enter into a further agreement proposed by this agreement in the party's absolute discretion.

#### 2.3 No Fetter

Nothing within this MOU is intended to:

- (a) create any binding rights, powers, duties, liabilities or obligations;
- (b) waive, fetter, limit or affect the rights, powers, duties, liabilities or obligations or the parties; or
- (c) affect the due and proper performance of the parties' statutory functions or their ability to comply will all applicable statutory requirements.

#### 2.4 Media

The parties agree that no press release or public statement about this MOU will be made by any party without the prior written consent of the other party.

#### 2.5 Confidentiality

The parties agree to keep the Confidential Information of the parties confidential and to use such information only for the purposes of the performance of their obligations under this MOU.

Confidential Information means any information which is disclosed by the parties directly or indirectly, or otherwise comes to the knowledge of that party in relation to or in connection with this MOU.

Each party must:

- (a) not disclose any Confidential Information to anyone else except as permitted by the other party; and
- (a) limit the disclosure of the Confidential Information within their own organisation only to those of its officers and employees to whom such disclosure is strictly necessary for the purposes of Group and who have been made aware of its confidential nature and have agreed to keep the information confidential in accordance with the terms of this clause.

This obligation of confidentiality will not apply to information which:

- (b) is generally available in the public domain except where such availability is as a result of a breach of these terms of reference; or
- (c) is required to be disclosed by an applicable law or court order.

#### 2.6 Reputation

Each party agrees not to do any act or omission which is intended, or would reasonably be expected to harm the reputation of the other party, or the reputation of any party affiliated with, or connected to the other party. This obligation will survive the termination of this MOU.

## Schedule A

#### 1 Deliverables

#### 1.1 Redland Deliverables and Actions

Redland agrees to carry out the following actions:

|  | Action   | Proposed Timeframe |
|--|--|--------------------|
| appren   | on of available data regarding education, business, ticeships and other aspects required for operating AITC as within the Redland area | March 2015         |
|  | on of in principle support of a corporate alliance between Queensland and AITC.  | January 2015       |
| Provision of assistance to AITC in their application for government grants to facilitate the establishment of a new campus. Redland City Council will also promote AITC within the local community in an effort to facilitate donations. |  | 2015               |
| Lease  | the following sites to AITC for nominal value:   | January 2015       |
| (a)  | a site suitable for an educational campus facility, this lease shall be for an initial term of 3 years with an option to extend; and   |                    |
| (b)  | a site that may be utilised for a marketing office within the City, this lease shall be for a term of 12 months.                       |                    |

#### 1.2 AITC Deliverables and Actions

AITC agrees to carry out the following actions:

| Action  | Proposed Timeframe |
|---|--------------------|
| Take all necessary actions to expand its operations into the Redland city area by establishing a campus within the city.                                | TBC                |
| Provide employers within the Redland city area with a competitive advantage through the recruitment of employees who are trained to industry standards. | TBC                |

## 2 Key Contacts

#### 2.1 Redland

Name: [INSERT]

Position: [INSERT]

Contact: [INSERT]

2.2 AITC

Name: [INSERT]

Position: [INSERT]

Contact: [INSERT]

# **Execution**

**Executed** as an agreement





# AITC & RCC EXPRESSION OF INTEREST: 'WISH LIST" DECEMBER 2014

# **AITC Redlands Campus and operations**

#### "Wish-list"

#### Preamble

The Australian Industry Trade College (AITC) is a unique approach to senior secondary schooling experience within the Australian education market. This has been acknowledge by education, industry and community leaders regarding its successful outcomes. Longitudinal evidence over all previous years of operation demonstrates that 98% of enrollees complete their senior certificate and over 93% graduate into a trade apprenticeship full time.

The AITC is governed and operated with an eye to serve strategic needs of industry. This worldview logically leads to a point where further emergence of an industry skills shortage in a particular region (or industry/economic sector) provides opportunity to meet these market demands with the quality service supply of the AITC.

The AITC is committed to investigating growth options in both scope and scale dimensions.

It is the AITC's view that the results achieved so far in the initial Gold Coast based operations are applicable beyond its current sphere of operations (geographically). The AITC's future growth via this reproducible business model can further serve industry and benefit engaged regions by creating the finest apprentices and productive young citizens of Australia.

#### Introduction

The following components are viewed as essential for the establishment and development of a sustainable operation delivering "a trade school with a senior focus" under the auspices of the Australian Industry Trade College.

This document has been prepared at the request of the Redlands City Council (RCC) – by Mayor Karen Williams – as a definitive starting point of negotiation and discussion involving the contribution required by both the AITC and RCC.

It is with a sense of purpose and deliberate pursuit of the aims contained herein that both parties approach this undertaking in good faith.

## **AITC Contribution:**

(These elements are required in the establishment of and continuing operations of the AITC)

#### **Human Resources**

| Marketing Professional                           |
|--|
| <b>Employment &amp; Recruitment professional</b> |
| Education Professional                           |
| Curriculum Consultancy                           |
| Operational Administration                       |
|  |

| Data     |   |
|----------|---|
|          | Demographic research and benchmarking specific to the region (This provides evidence of proposed success)   |
| Trainir  | ng  |
|          | Providing local employers with a competitive advantage through recruitment of superior employees who are educated and trained to industry standards.  |
| Fundin   | g   |
|          | Accessing Federal and State general recurrent grants to establish and sustain a senior college  |
| Faciliti | es  |
| ш,       | Branding, profile and visibility in the community (i.e. branded vehicles) Leverage of existing operations, services and partnerships to the advantage of the region (i.e. TAFE training) Access to incentives for employers |
| Compli   | ance  |
| Ш        | Application preparation & Submission to the Non-State Schools Accreditation Board Accredited senior curriculum through Queensland curriculum and assessment authority   |
|          |   |
| RCC Co   | ontribution:  |
| (These e | elements are required in the establishment of and continuing operations of an AITC)   |
| Human    | Resources   |
|          | Provision of RCC human resources in gaining traction with local employers.  |
| Data     |   |
| □ F      | Provision of relevant & current data regarding education, business, apprenticeships and other aspects required for operating AITC services  |

| Train    | ng   |
|----------|--|
|          | Provide in principal support for a corporate alliance between TAFE QLD and AITC  |
| Adve     | tising & Marketing   |
|          | Promotion and support via RCC events (i.e. pull-up banners; web presence; presentation opportunities, etc.)                |
|          | Education of RCC staff and their proactive involvement in the promotion of a Redlands AITC                                 |
|          | Utilisation of RCC networks as distribution avenues for information and promotion of AITC events and associated activities |
| Fundii   | ng   |
|          | Facilitate in collaboration with the AITC application for government grants to assist in establishment of new campus.      |
|          | Facilitate further income streams through donations from local leaders   |
| Faciliti | es   |
|          | of \$5.00 per annum on RCC properties utilised in the AITC operations:   |
|          | <ul> <li>Campus site – for an initial 5 year period with an option to extend</li> </ul>                                    |
| -        | <ul> <li>Marketing office in the Cleveland CBD – 12 month lease</li> </ul>   |
|          | Refurbishment of premises to a maximum of \$330,000  |
|          | Provision of a marketing office in Cleveland as of July 2015   |
|          | No.  |
| Compli   | ance   |
|          | Provision of fast track approvals for refurbishments to campus site (i.e. MCU etc.)  |

## **Action Matrix**

| Item  | Responsible<br>Party | Timeline | Comments |
|---|----------------------|----------|----------|
| AITC Contribution:  | AITC                 |          |          |
| Marketing Professional  | AITC                 | 2015     |          |
| Employment & Recruitment professional   | AITC                 | 2015     |          |
| Education Professional  | AITC                 | 2015     |          |
| Curriculum Consultancy  | AITC                 | 2015     |          |
| Operational Administration  | AITC                 | 2015     |          |
| Demographic research and benchmarking specific to the region (This provides evidence of proposed success)   | AITC                 | 2014     |          |
| Providing local employers with a competitive advantage through recruitment of superior employees who are educated and trained to industry standards | AITC                 | 2016 -   |          |
| Accessing Federal and State general recurrent grants to establish and sustain a senior college  | AITC                 | Sep 2015 |          |
| Branding, profile and visibility in the community (i.e. branded vehicles)   | AITC                 | Jun 2015 |          |
| Leverage of existing operations, services and partnerships to the advantage of the region (i.e. TAFE training)                                      | AITC                 | 2016     |          |
| Access to incentives for employers  | AITC                 | Jun 2015 |          |
| Application preparation & Submission to the Non-State Schools Accreditation Board   | AITC                 | Mar 2015 |          |

| Item   | Responsible<br>Party | Timeline        | Comments |  |
|--|----------------------|-----------------|----------|--|
| RCC Contribution:  | RCC                  |                 |          |  |
| Provision of RCC human resources in gaining traction with local employers  | RCC                  | Mar 2015        |          |  |
| Provision of relevant & current data regarding education, business, apprenticeships and other aspects required for operating AITC services in the locality | RCC                  | Mar 2015        |          |  |
| Provide in principal support for a corporate alliance between TAFE QLD and AITC  | RCC                  | Jan 2015        |          |  |
| Facilitate in collaboration with the AITC application for government grants to assist in establishment of new campus                                       | RCC                  | 2015            |          |  |
| Facilitate further income streams through donations from local leaders   | RCC                  | 2015            |          |  |
| of \$5.00 per annum on RCC properties utilised in the AITC operations  | RCC                  | Jan 2015        |          |  |
| Refurbishment of premises to a maximum of \$330,000  | RCC                  | Aug 2015        |          |  |
| Provision of a marketing office in Cleveland as of July 2015   | RCC                  | May-Jun<br>2015 |          |  |
| Provision of fast track approvals for refurbishments to campus site (i.e. MCU etc.)  | RCC                  | 2015            |          |  |