

# KELVIN GROVE STATE COLLEGE

## SCHOOL ENROLMENT MANAGEMENT PLAN

### **Overview**

Kelvin Grove State College recognises as its prime obligation, the provision of access to an appropriate educational service for students whose principal place of residence is within the school's catchment area.

Because of enrolment capacity and growth Kelvin Grove State College may be unable to meet this obligation in the future, unless action is taken now to manage enrolments. Kelvin Grove State College has limited ability to accept enrolments from outside the catchment area.

This School Enrolment Management Plan (School EMP) sets out the conditions under which students may be enrolled into Kelvin Grove State College, subject to any other requirements or limitations in:

- the [Education \(General Provisions\) Act 2006 \(Qld\)](#)

This School EMP is supported by:

- [Enrolment in State Primary, Secondary and Special Schools procedure](#)
- [School Enrolment Management Plan \(School EMP\) procedure](#)

### **Enrolment Capacity of School**

Kelvin Grove State College currently has the capacity to enrol up to 1966 students.

The number of students entering Prep in any given year is not to exceed seventy-five (75) students in three (3) classrooms, unless there are more than 70 students enrolling from within the catchment area.

The college's Programs of Excellence (as documented in the Memorandum of Understanding) in Sport, Engineering, Arts, Music and Instrumental Music, Aviation and others as determined from year to year is supported through the allocation of a defined number of places. Places in the Programs of Excellence will only be available to 'out of catchment' enrolments once the demand for 'in catchment' enrolment has been met. Currently Kelvin Grove State College has the capacity to enrol:

- 260 in the Queensland Dance School of Excellence [Junior, Middle and Senior Schools];
- 230 in the Queensland Golf School of Excellence [Junior, Middle and Senior Schools];
- 250 in the Queensland Tennis School of Excellence [Junior, Middle and Senior Schools];
- 180 in the Queensland Football School of Excellence [Junior, Middle and Senior Schools];
- 20 in the Aviation School of Excellence [Senior School];
- 24 in Art and Design School of Excellence [Senior School];
- 40 in the Engineering School of Excellence [Senior School].

### **Local Catchment Area**

A school's local catchment area is the geographical area from which the school is to have its core intake of students. A catchment map defines the catchment area for Kelvin Grove State College. A hard copy of this map is available at the school's administration building and it can be viewed online at <http://statistics.oesr.qld.gov.au/reverse-proxy/schools/catchment/catchmentmaps/>.

As Kelvin Grove State College is a Prep to Year 12 campus, it has two catchment areas – i.e. one for Prep to Year 7 and another for Years 8 to 12 (described as P-7 catchment and 8-12 catchment respectively).

### **Enrolment Policy**

#### ***Students within catchment***

Any student, whose principal place of residence is within the school's catchment area/s, is (subject to the *Education (General Provisions) Act 2006*) eligible for enrolment at the school. The school Principal will hold places for students who relocate to within the catchment area throughout the school year.

Parents or legal guardians who wish to enrol their child at the school will need to demonstrate that the student's principal place of residence is within the catchment area. Current proof of residency at the address indicated can be provided by way of one of each of the following:

- One primary source – a current lease agreement, or driver's licence, or unconditional sale agreement, **and**
- One secondary source – a utility bill (e.g. electricity, gas), or rates notice showing this same address and parent's/legal guardian's name

If the Principal is not satisfied that the documentation provided by an applicant demonstrates adequately that the address stated is the student's principal place of residence, then the Principal may request further sources of proof of residence, such as an additional utility bill (e.g. water) showing the same address.

The Principal may also request a properly sworn Statutory Declaration from the enrolling parent or legal guardian attesting that the student's principal place of residence is the place nominated in the enrolment application.

Applicants should note that a false statement / assertion about the student's principal place of residence may amount to an offence and may be reported to police. The school Principal may repeal a decision to enrol a student in such circumstances.

#### ***Other students outside the catchment area deemed to be eligible for enrolment***

The following groups of students will be deemed as eligible for enrolment, even though they may reside outside the school's catchment area:

- Children and young people who are subject to child protection orders that grant guardianship or custody to the Chief Executive Officer of the Department of Communities, Child Safety and Disability Services (Child Safety Services)
- Siblings of current students at the school (excluding siblings of Program of Excellence students). Where a school has both a primary and secondary campus, siblings are only eligible to enrol in the same campus as the currently enrolled student
- Students whose parent or legal guardian is employed by the school
- Students who live outside the catchment area and are verified with a disability can enrol in the school to attend the specialised disability program if it is the closest program to their home and meets their individualised needs
- Students who have been excluded from a school other than this school, dependent upon the conditions related to the exclusion, as determined by the Regional Director.

#### **Out of Catchment Enrolments**

Enrolment of students from outside the local catchment area will be managed to ensure that the total current and forecast enrolments do not exceed the school's current capacity and, where applicable, will ensure there is an even spread of students across year levels or class groupings.

Students from outside the school's catchment area applying for enrolment at that school are placed on a waiting list in order of receipt of application.

Subject to the capacity conditions of the school, enrolment applications from outside of the catchment area will be assessed in order of receipt, as follows:

*For P-12 schools:*

- Primary school-aged siblings of students currently enrolled in the secondary campus have priority for enrolment at the school. Secondary school-aged siblings of students currently enrolled in the primary campus have priority for enrolment at the school. (Please note: as per the section above, siblings of current students who reside outside the catchment are deemed eligible for enrolment at the school, as long as they are applying for enrolment at the same campus.)

Students who live within the P-7 catchment, but not within the 8-12 catchment will have priority for enrolment to the secondary campus. Students who live within the 8-12 catchment, but not within the P-7 catchment will have priority for enrolment in the primary campus of the school.

*For schools with a Program of Excellence:*

- Places will only be available to 'out of catchment' enrolments if they satisfy the school's criteria for placement in that particular Program of Excellence and the defined number of places has not yet been filled by enrolments from within the catchment. (Please note: The enrolment criteria for the Program of Excellence is available from the school).

*For secondary schools with a wider catchment area for Years 11-12:*

- Students who live within the senior secondary catchment but not within the junior secondary catchment will have priority for enrolment in the junior secondary campus.

## **Fees**

Under the Department's *State Education Fees* procedure, a principal of a state school is able to charge a fee for recouping costs of enrolment processing by a State school with an approved School Enrolment Management Plan of a prospective student who lives outside the school's catchment area, where:

- the enrolment management plan permits the enrolment of a student living outside the catchment area based on cultural, sporting or academic merit, and
- the significant number of prospective students living outside the catchment area and applying to enrol results in abnormal administrative costs to the school, for example, enrolment examination supervision and marking.

## **Acceptance and Assessment Process**

Out of catchment enrolment applications will be recorded in order of receipt, by date and time. These applications will remain current only for the school year in which they are applying to enrol.

## **Decisions on Enrolment**

The Principal is responsible for all decisions on enrolments.

Where a Principal forms a preliminary view that an application will not succeed, parents will be notified in writing. Parents may respond to the Principal's preliminary view by making a submission to the Principal, no later than seven school days after receiving the preliminary view letter.

If no submission is received, the Principal's preliminary view will be treated as the final decision and no further notice will be provided.

If a submission is received, the Principal will consider the submission and make a final decision. A final decision notice will be provided to the applicant as soon as is practicable.

There is no internal review of the Principal's decision.

## **Gazettal Date**

This updated version of the School Enrolment Management Plan of Kelvin Grove State College will be gazetted on a date to be confirmed.

The School EMP is internally reviewed each year, and if required, updated to reflect any changes to enrolment capacity and/or Programs of Excellence.

Endorsed by:

Dr R J Neumann   
Insert Principal's name and signature

12/08/24  
Date

FABRIZIO RIDOLFI   
Insert College Council Chair name and signature

17/3/2024  
Date

Approved by:

\_\_\_\_\_  
Insert Regional Director's name and signature

\_\_\_\_\_  
Date

<b>School name</b>	Kelvin Grove State College
<b>Program of Excellence name</b>	Queensland Dance School of Excellence

### Educational Partners

- Queensland Dance School of Excellence has had a Memorandum of Agreement with Queensland Ballet (QB) and Education Queensland (Department of Education Training and Employment) since 1987.

### Goals of program

- The program is reflective of the college's strategic direction and school plan whereby "intellectual rigour, multiple learning pathways; schools of excellence; quality partnerships; a community enriched through cultural diversity and genuine relationships" are identified college characteristics (School Plan 2013) maintained through a strategic committee structure. The Schools of Excellence provide opportunities for multiple learning pathways via partnerships with external agencies and tertiary providers.
- Develop highly skilled, pre-professional dancers through elite ballet training under the guidance of the Queensland Dance School of Excellence Artistic Committee..
- Provide strong overall technique in all aspects of ballet.
- Provide strong ground work in contemporary and jazz techniques.
- Develop rehearsal and performance skill to a pre-professional level.

### Outcomes for students

- Contribution to the Queensland Certificate of Education (completion of senior QSA SAS subject Dance Studies – 4 QCE points).
- Dance Studies is reported as a subject to parents inline with college reporting guidelines.
- Each year, QDSE graduates move on to further their dance training at organisations such as Queensland Ballet's Professional Year, New Zealand School of Dance together with other state and national ballet companies. Others are employed in the commercial dance industry.

### Eligibility Criteria

- Auditions are conducted for students attending Trackdance in Years 3,4,5,6,7 together with auditions for Year 8, 9 and 10 QDSE development class.
- Auditions for applicants into QDSE Year 11 and 12 program are held annually. Students must submit an *Audition Application* as available on the Kelvin Grove State College website. Interviews are conducted from audition results.

### Program of Excellence – Guide for enrolment capacity

(Only complete the relevant year levels)

Program of Excellence name	Student capacity per year level (each school year)									
	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12
	20	20	20	20	30	30	30	30	30	30

### Impact on current facilities

Current facilities used include:

- a shared arrangement with Queensland Ballet – The Thomas Dixon Centre at West End
- J block - a shared QDSE and college facility
- L block dance studio – a shared QDSE and college facility

Principal Name: KIM McNAMARA Signature:  Date: 23/10/13  
 ARD Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AGREEMENT**

**The operation of  
the Queensland Dance School of Excellence**

*Between*

**The State of Queensland**

*and*

**Queensland Ballet Company (ACN 009 717 079)**

**Department of Education and Training**

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**THIS AGREEMENT** is made this  
2010.

day of

**BETWEEN: The State of Queensland** (represented by the Department of Education and Training) of Education House, 30 Mary Street, Brisbane in the State of Queensland.

("the State")

**AND: Queensland Ballet Company** (ACN 009 717 079) of The Thomas Dixon Centre, Cnr Drake Street and Montague Road, West End, Brisbane in the State of Queensland.

("QBC")

## **RECITALS**

- A. The Queensland Dance School of Excellence ("QDSE") was established, by the State in 1987 to provide intensive training for young talented dancers, whilst completing senior schooling to gain territory entrance qualifications.
- B. Students for Years 11 and 12 are invited to "audition" to achieve entry into the QDSE program.
- C. From 1987 the QBC has worked jointly with the State through Kelvin Grove State College in order to guide the QDSE's artistic development, oversee the training programs and reflect the QBC's serious interest in training young dances to a professional level.
- D. The parties agree to work collaboratively in delivering training program for young talented dancers at the QDSE.
- E. The parties wish to record the terms of their agreement.

## **NOW THE PARTIES AGREE AS FOLLOWS -**

### **1. Interpretation**

- 1.1 In this Agreement unless the context otherwise requires or the contrary intention appears, the following terms must have the meanings assigned to them -

**"Artistic Committee"** means the artistic committee established under clause 5.

**"Agreement"** means this document and all Schedules to this document.

**"Business Day"** means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for business in Queensland.

**"Date of this Agreement"** means that date referred to in clause 24.

**“Existing Contract Material”** means any material that exists at the Date of this Agreement and which is provided in connection with the Agreement.

**“GST”** has the same meaning as in GST Law.

**“GST Law”** includes *A New Tax System (Goods & Services Tax) Act 1999* (Cth), order, ruling or regulation which imposes or purports to impose or otherwise deals with the administration or imposition of GST on a supply of goods or services in Australia.

**“Intellectual Property Rights”** means all copyright, patents and all rights in relation to inventions, trademarks and designs or any rights to registration of such rights, whether created before, on or after the Date of this Agreement.

**“Law”** means a statute, regulation, ordinance or local law.

**“New Contract Material”** means any material provided in connection with the Agreement that is created, written or otherwise brought into existence by or on behalf of the QBC in the course of performing the Agreement.

**“Personal Information”** means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

**“Principal”** means the Principal from time to time of the Kelvin Grove State College and the obligations of the Principal under this Agreement are obligations of the State acting through the Principal.

**“QBC”** means Queensland Ballet Company (ACN 009 717 079) and, unless inconsistent with the subject matter, includes all persons authorised for the time being by the QBC.

**“QDSE”** means the dance school referred to in Recital A.

**“State”** means the State of Queensland acting through the Department of Education and Training, and unless inconsistent with the subject matter, includes all persons authorised for the time being by the State.

**“Supply”** means a supply which is deemed under the GST Law.

**“Tax Invoice”** includes a document which is deemed to constitute an invoice under the GST Law.

- 1.2 A reference to a person includes a reference to corporations and other entities recognised by law.
- 1.3 In this Agreement the Table of Contents and the headings to the clauses have been inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.

- 1.4 A reference to a statute, regulation, ordinance or local law must be deemed to extend to all statutes, regulations, ordinances or local laws amending, consolidating or replacing them.
- 1.5 The singular includes the plural and vice versa.
- 1.6 Words importing one gender must include a reference to all other genders.
- 1.7 A covenant or agreement on the part of two or more persons must be deemed to bind them jointly and severally.
- 1.8 A reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment to this Agreement and includes any amendments to them made in accordance with this Agreement.
- 1.9 Where under or pursuant to this Agreement the day on or by which any act, matter or thing is to be done is not a Business Day, such an act, matter or thing may be done on the next Business Day.
- 1.10 In the case of any inconsistency between the Schedules and a clause contained in this Agreement, the provisions of the clause shall prevail to the extent of any inconsistency.

## **2. Term**

Despite the dates of execution of this Agreement, the parties acknowledge and agree that this Agreement is deemed to have commenced and taken effect on and from 20 January 2010 and continue for a term of 5 years from the Date of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

## **3. Roles and Responsibilities**

- 3.1 The State must comply with the roles and responsibilities described in Schedule A.
- 3.2 The QBC must comply with the roles and responsibilities described in Schedule B.

## **4. Management of QDSE**

- 4.1 Subject to the terms of this Agreement, the management and control the QDSE are the responsibility of the State, with the assistance and advice of the Artistic Committee.
- 4.2 The State, acting through the Principal, will be responsible for overseeing the operation of the QDSE in accordance with the legislative and policy requirements of the State.

## **5. Artistic Committee**

5.1 Within 10 Business Days of the Date of this Agreement, the parties may form an Artistic Committee.

5.2 The Artistic Committee will consist of –

- (a) 2 nominees of the State, one of whom shall be the Principal of the Kelvin Grove State College or his/her nominee;
- (b) 2 nominees of the QBC, one of whom shall be the Artistic Director of QBC, or his/her nominee;
- (c) 5 members of the Queensland dance community, such persons to be agreed between State and QBC, and
- (d) the Chair of QBC shall be an ex officio member of the Artistic Committee, and shall be entitled to vote at meetings in the same manner as appointed committee members.

5.3 The Artistic Committee shall:

- (a) Provide advice to the State and QBC on the management and operation of the QDSE;
- (b) Plan and set artistic goals for QDSE;
- (c) Provide professional expertise in dance training;
- (d) Liaise with State with respect to academic studies;
- (e) Liaise with QBC with a view to preserving and enhancing the dance component of any course or curriculum, including but not limited to:
  - (i) Overseeing and selection of dance teaching staff;
  - (ii) Overseeing and selection of students through an audition process;
  - (iii) Monitoring the quality of dance training through assessment classes and open performances;
  - (iv) Assisting with the promotion of QDSE;
  - (v) Selection of scholarships candidates and participation in the selection of recipients;
  - (vi) Assisting in end-of-year performances;
  - (vii) Mentoring students;
  - (viii) Nurturing a creative approach to the operation of QDSE with a view to expanding and improving the program.

5.4 The Chair of the Artistic Committee shall be determined by QBC.

- 5.5 The Artistic Committee must hold at least 6 ordinary meetings each calendar year and any additional meetings considered necessary by the Artistic Committee.
- 5.6 A special meeting of the Artistic Committee may be convened by the chairperson on the written request of 2 members, provided the request states the reason for convening such a meeting and the nature of the business to be transacted.
- 5.7 At an ordinary meeting of the Artistic Committee, 3 members (including at least 1 State nominee and at least one QBC nominee) constitute a quorum.
- 5.8 At a special meeting of the Artistic Committee, attendance by three quarters of the members, providing that there must be at least one representative from each of the State and QBC is necessary to constitute a quorum.
- 5.9 At every meeting, each member present has the right to 1 vote on each question.
- 5.10 Questions arising at any meeting of the Artistic Committee will be decided by a majority of votes. If the votes are equal, the question is deemed to be decided in the negative.
- 5.11 Subject to the provisions of this clause 5, the Artistic Committee may meet and regulate its proceedings as it thinks fit.
- 5.12 At least 3 months before the expiry date of this Agreement, the Artistic Committee at its meeting must consider whether the parties shall enter into a new agreement regarding the management and operation of the QDSE. If applicable, the Artistic Committee will negotiate the terms of the new agreement and will use its best endeavors to ensure that a new agreement is executed by the State and the QBC.

## **6. GST**

- 6.1 The Parties acknowledge that GST may be payable on the supply of goods and/or services under this Agreement.
- 6.2 Where GST is payable upon any supply of goods and/or services under this Agreement the consideration payable by the recipient for the supply must be adjusted by the amount of GST payable.
- 6.3 Subject to the supplier issuing a valid GST tax invoice, the consideration payable by the recipient to the supplier for the supply must be increased by the amount equal to that which the supplier is obliged to remit as GST on the supply.

## **7. Intellectual Property**

- 7.1 This Agreement does not affect Intellectual Property Rights in Existing Contract Material but the QBC grants, and will ensure that relevant third parties grant, to the State a paid up non-exclusive, non-transferable licence -

- (a) to use, reproduce, communicate to the public and adapt for its own use; and
- (b) to perform any other act with respect to copyright; and
- (c) to manufacture, sell, hire or otherwise exploit a product or process or to provide a service or to licence a third party to do any of those things in respect of,

the Existing Contract Material but only as part of the New Contract Material (and any further development of that material).

7.2 Any right and title to the Intellectual Property Rights in the New Contract Material, insofar as there is no conflict of interest, vest in both State and QBC. The Parties acknowledge that any Intellectual Property in any choreography shall vest in the choreographer whose work it is, provided that QDSE, QBC and State shall have a non-exclusive, non-transferable, irrevocable fully paid-up licence and right to use, reproduce and perform such work, and any arrangements whatsoever with any choreographers performing work for QDSE will reflect these rights and entitlements.

## **8. Disclosure of Information**

8.1 The QBC and the State will:

- (a) keep all records and other information in a secure location so that no unauthorised person is able to gain access to them; and
- (b) ensure that records are kept confidential and are not disclosed to any person other than the party to this Agreement except:
  - (i) where required by law; or
  - (ii) with the other party's consent.

8.2 Where any party has access to Personal Information in order to fulfill its obligations under this Agreement, it must:

- (a) Comply with Parts 1 and 3 of the Information Privacy Act 2009 ("IP Act") in relation to the discharge of its obligations under this Agreement as if it were the Department in accordance with clause 35 of the IP Act;
- (b) where the QBC is responsible for holding Personal Information, ensure that Personal Information is protected against loss and against unauthorised access, use, modification or disclosure and against other misuse;
- (c) not use Personal Information other than for the purposes of the Agreement, unless required or authorised by law;

- (d) not disclose Personal Information without the written agreement of the State, unless required or authorised by law;
- (e) not transfer Personal Information outside Australia without the consent of the Department;
- (f) ensure that only authorised personnel have access to Personal Information and that access to Personal Information is restricted to those of its Personnel who require access in order to perform their duties and that its Personnel do not access, use or disclose Personal Information otherwise than in the performance of their duties;;
- (g) immediately notify the State if it becomes aware that a disclosure of Personal Information is, or may be required or authorised by law;
- (h) make its employees, agents and subcontractors aware of the QBC's obligations under this clause; and
- (i) comply with such other privacy and security measures as the State reasonably advises the QBC in writing from time to time.
- (j) fully co-operate with the State to enable the State to respond to applications for access to, or amendment of, a document containing an individual's Personal Information and in relation to privacy complaints.

8.3 The QBC must immediately notify the State upon becoming aware of any breach of clause 8.2.

8.4 The QBC must:

- (a) keep the State fully informed in relation to any enforcement of the QBC's obligations under the IP Act, including any compliance notices issued to the QBC and in relation to privacy complaints in connection with this Agreement; and
- (b) provide copies of all correspondence, requests for access, notices, complaints, orders and other documents in relation to any breach or enforcement of the QBC's obligations under the IP Act in connection with this Agreement immediately upon receipt or creation of the same (as the case may be).

8.5 The QBC indemnifies and keeps indemnified the State and its officers, employees and agents against any claim, action, proceeding, demand, liability, obligation, costs, loss, damages and expenses, which may be brought against or incurred by the State arising from or in connection with:

- (a) any breach by the QBC, or its officers, employees or sub-contractors, of this clause 8; or

- (b) any unlawful or negligent act or omission of the QBC, or its officers, employees or sub-contractors, in connection with the performance or purported performance of the QBC's obligations under this clause 8.

8.6 The QBC will ensure that its permitted sub-contractors who collect or have access to Personal Information comply with obligations the same as those imposed on the QBC under this clause 8.

8.7 In this clause 8, terms used have the same meaning assigned to them in the IP Act (unless otherwise expressly defined in this Agreement).

## **9. Right to Information**

9.1 The parties acknowledge and agree that:

- (a) the Right to Information Act 2009 ("RTI Act") provides members of the public with a legally enforceable right to access documents held by the State and requires that documents be disclosed upon request, unless the documents are exempt or their disclosure would, on balance, be contrary to public interest;
- (b) this Agreement and information relating to this Agreement is potentially subject to disclosure under the RTI Act or generally by the State;
- (c) in connection with this Agreement, if disclosure under the RTI Act or general disclosure of information provided by the QBC would be of substantial concern to the QBC, this should be indicated in writing to the State, however, the State does not represent or guarantee that this Agreement or any information provided by the QBC will be protected or restricted from disclosure by the State and nothing in this clause will be construed as providing any such representation or guarantee;
- (d) notwithstanding any other provision of this Agreement, the State is entitled to publish details of this Agreement on its website or the website of another Queensland government agency such as the Queensland Government Chief Procurement Office website, including (but not limited to) the following details:
  - (i) name and address of the State and the QBC;
  - (ii) description of the goods and/or services supplied under this Agreement;
  - (iii) Agreement value;
  - (iv) commencement date and/or award date of this Agreement;
  - (v) procurement method used; and
- (e) in this clause, terms used have the same meaning assigned to them in the RTI Act.

## **10. Security and Access**

- 10.1 The QBC will, when using the State's premises or facilities, comply with all reasonable directions and procedures as notified by the State, including those relating to security and to occupational health and safety which are in effect at those premises or facilities.
- 10.2 The QBC will, at all reasonable times, give to the State access to the premises occupied by the QBC where the QBC performs its obligations under the Agreement and will permit the State to inspect the performance of the QBC's obligations under the Agreement.
- 10.3 The State, when at the QBC's premises, will comply with all reasonable directions and procedures as notified by the QBC, including those relating to security and to occupational health and safety which are in effect at those premises or facilities.

## **11. Variation**

- 11.1 The Agreement may be varied as agreed between the parties in writing.
- 11.2 It shall be sufficient evidence of the variation of a Schedule if a document purporting to be a substitute Schedule is signed and dated by the parties.

## **12. Default and Termination**

- 12.1 If any party is in default in the performance of any obligation under this Agreement ("defaulting party") the other party may give written notice to the defaulting party to remedy the default. If the default is not remedied within 28 days of such notice, then the other party may terminate this Agreement by further written notice to the defaulting party.
- 12.2 If the QBC -
- (a) suspends payment of its debts or is unable to pay its debts;
  - (b) has execution levied on any of its assets and the execution is not satisfied within 28 days;
  - (c) enters into an arrangement, reconstruction or compromise with its creditors or any of them;
  - (d) has a receiver appointed for all or any part of its assets; or
  - (e) has an order filed for its administration, voluntary or compulsory liquidation, winding up, dissolution or bankruptcy,

the QBC will be in breach of the Agreement and the State may give the QBC a notice to remedy the breach.

12.3 Termination under clause 12.1 shall be without prejudice to any rights, which any party may have against another arising out of or connected with this Agreement prior to the date of termination.

### **13. Indemnity**

13.1 The QBC indemnifies, to the extent that its insurances allow and permit, the State from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses which may be brought against or made upon the State, or which the State may pay, sustain or be put to by reason of, or in consequence of the performance (or attempted or purported performance) of the QBC's obligations under this Agreement, other than as a result of the negligent act or omission or the willful default of the State. The liability of QBC under this indemnity shall be limited to the available insurance payouts available to QBC under its insurance arrangements.

13.2 The State indemnifies the QBC from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses which may be brought against or made upon the QBC, or which the QBC may pay, sustain or be put to by reason of, or in consequence of the performance (or attempted or purported performance) of the State's obligations under this Agreement, other than as a result of the negligent act or omission or the willful default of the QBC.

13.3 The indemnities referred to in this clause shall survive the expiration or termination of this Agreement.

13.4 The parties' right to be indemnified under this clause 13 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the parties are not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.

### **14. Insurance**

14.1 During the term of this Agreement, the QBC will obtain and keep in full force and effect, at its sole cost and expense, the following insurance –

(a) Public Risk

Public risk liability insurance applying to all operations of the QBC and which will include property damage liability, accidental death of or accidental bodily injury to persons, contingent liability and legal liability with respect to all operations of the QBC. The policy will be written on a comprehensive basis with limits of not less than \$20 million per occurrence or any higher limits the State reasonably requires from time to time; and

(b) Workers' Compensation

A Workers' Compensation insurance policy in accordance with the *Workers' Compensation and Rehabilitation Act 2003*.

- 14.2 All insurance policies must be taken out with insurers reasonably acceptable to the State and on terms reasonably satisfactory to the State. Certificates of Currency of insurance, or if required by the State, certified copies of each insurance policy will be delivered to the State as soon as practicable after it is taken out.
- 14.3 The QBC must notify the State in writing within 5 Business Days of becoming aware of any material change in terms, cancellation or other termination of the insurance policies.

## **15. Waiver**

- 15.1 A right under the Agreement will only be waived where the waiver is in writing and is signed by the relevant party.
- 15.2 A waiver by either party will not prejudice its rights in respect of any subsequent breach of the Agreement by the other party.

## **16. Governing Law**

The Agreement will be governed by and construed in accordance with the law of the State of Queensland, and the parties submit to the jurisdiction of the courts of that State and all courts competent to hear appeals therefrom.

## **17. Entire Agreement**

The Agreement constitutes the entire agreement between the parties in relation to its subject matter.

## **18. No Subcontracting**

- 18.1 The QBC will not subcontract any part of the Contracted Services without obtaining the State's consent.
- 18.2 Any consent given by the State for the QBC to subcontract:
- (a) will not operate as an authority to transfer responsibility to the subcontractor; and
  - (b) will not relieve the QBC from any of its liabilities or obligations under the Agreement.
- 18.3 The QBC will not assign this Agreement or any of the benefits under the Agreement without the State's consent.

## **19. Notices**

- 19.1 Notices under this Agreement must be in writing and may be delivered by prepaid postage, by hand or by facsimile transmission to the parties at the address specified in clause 19.3, or other address subsequently notified by a party to the other.

19.2 Notice will be deemed to be given:

- (a) 2 days after deposit in the mail with postage prepaid;
- (b) immediately upon delivery by hand;
- (c) immediately upon an apparently successful facsimile transmission of the entire notice being noted by the sender's transmitter, prior to 5p.m. on any Business Day, and if after 5p.m. the notice will be deemed to be given at 9.00am on the next Business Day.

19.3 The address for each party is –

**State**

Name	The Principal of KGSC.
Address	Kelvin Grove State College L'Estrange Terrace Kelvin Grove Qld 4059
Telephone	07-3552 7333
Facsimile	07-3552 7300
E-mail	info@kelvingrovesc.edu.au

**QBC**

Name	The Chair of the Artistic Committee
Address	Queensland Ballet Company The Thomas Dixon Centre Cnr Drake and Montague Streets West End Qld 4101.
Telephone	07-3013 6666
Facsimile	07-3013 6600
E-mail	mail@queenslandballet.com.au

**20. Severability**

The invalidity or unenforceability of any one or more of the provisions of the Agreement will not invalidate or render unenforceable the remaining provisions of the Agreement. Any illegal or invalid provision of the Agreement will be severable and all other provisions will remain in full force and effect.

**21. General**

Obligations expressed as obligations of the State or the School in this Agreement will be performed by the School's administration and other officers.

**22. Costs**

Each Party must pay their own costs of and incidental to the negotiation, preparation and execution of this Agreement.

**23. Relationship of Parties**

The relationship of the parties is that of independent contractor and principal. Nothing in this Agreement creates or will give rise to any relationship of partnership or agency between the parties.

**24. Execution**

24.1 The parties agree that if this Agreement is not executed by all parties on the same date, this Agreement shall commence on and from the last of the dates of execution.

24.2 The parties shall execute copies of this Agreement with each party retaining an original copy.

## **Schedule A**

### **The State's Roles and Responsibilities**

The State agrees to provide:

- the QDSE coordinator, employed by the Department of Education in accordance with the Teachers' Award - State; and
- 1600 hours per annum of dance teacher time in accordance with the Teachers' Award – State (Band 3 step 2) plus casual loading (if applicable).

The Department of Education through Kelvin Grove State College agrees to:

- provide the academic curriculum;
- provide day to day management of the QDSE;
- make available facilities at Kelvin Grove State College for the QDSE lessons in accordance with the College timetable;
- supervise the QDSE coordinator;
- provide administrative support;
- arrange for payment of all accompanists;
- arrange for payment and supervision of QDSE clerical personnel; and
- pay QBC \$35,136.00 pa (to be reviewed annually) for the use of QBC's facilities at The Thomas Dixon Centre in accordance with the conditions of use specified in Schedule C.

### **Role of the Coordinator and Chief Dance Instructor**

The Department of Education through the Kelvin Grove State College employs a Coordinator whose official title is Coordinator and Chief Dance Instructor. The Coordinator is accountable to the Principal of Kelvin Grove State College for the performance of the Coordinator's duties.

The Coordinator is the key liaison officer between the QDSE, the Queensland Ballet and the Kelvin Grove State College.

The Coordinator and clerical support staff of the QDSE are employees of the Department of Education and all matters and correspondence pertaining to the management and operation of the QDSE should be addressed to the Principal of Kelvin Grove State College.

All projected costs of the following year for facilities/resources of the Queensland Ballet utilised by the QDSE should be made available to the QDSE by August of the current year. This will expedite the budget preparation by Kelvin Grove State College and the QDSE for the subsequent year.

## **Schedule B**

### **The QBC's Roles and Responsibilities**

From 1987 the Queensland Ballet has worked jointly with the Education Department (through Kelvin Grove State College) in order to:

- guide the QDSE's future artistic development;
- oversee the training programs; and
- reflect the Queensland Ballet's serious interest in training young dancers to a professional level.

The Queensland Ballet agrees to:

- provide artistic direction through a representative Artistic Committee;
- support the QDSE as the official training school of the Queensland Ballet;
- provide professional development opportunities through:
  - access to the 'professional' environment;
  - scholarships;
  - performances;
  - making available space at the Thomas Dixon Centre facility in accordance with the conditions of use specified in Schedule C and in consideration for the annual sum payable by Kelvin Grove State College to QBC as set forth in Schedule A;
  - allowing reasonable access to staff, resources and facilities of the Queensland Ballet.

## **Schedule C**

### **Conditions of use – The Thomas Dixon Centre**

**1. Use of Facility**

The QBC grants to the State for the term of the Agreement a licence for the use by the Kelvin Grove State College of the Thomas Dixon Centre (“the Facility”)–

- (a) 2 offices and 1 staffroom;
- (b) 2 ballet studios on Business Days, during school terms, between the hours of 8.00am and 12.15pm;
- (c) 2 ballet studios (or 3 ballet studios is not in use by the QBC) on Saturdays between the hours of 8.30am and 12.15pm; and
- (d) any other space and time, reasonably agreed by the parties.

**2. Cleaning and Maintenance**

The QBC must maintain the Facility in good and safe order and condition.

**3. Outgoings**

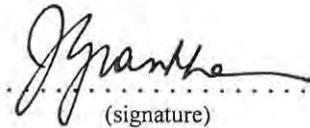
3.1 The QBC will pay all cleaning costs, water, electricity and gas charges (if any) incurred or expended in relation to the use of the Facility by the College.

3.2 The parties acknowledge that the State –

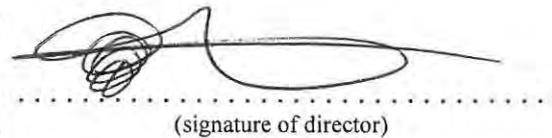
- (a) may use the QBC’s photocopier and paper at a charge reasonably agreed to by the parties; and
- (b) installed at the Facility a separate telephone system for use by the Kelvin Grove State College and the State is responsible for the costs of any calls made and any maintenance, service and equipment charges for the installed telephone system.

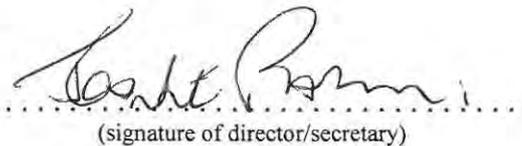
Accordingly the Parties have Executed this Agreement on the Dates Appearing Below.

Signed for and on behalf of the )  
)  
**STATE OF QUEENSLAND** )  
)  
this 30<sup>th</sup> day of June 2010 )  
)  
by Julie Grantham )  
(full name) )  
)  
Director-General, DET )  
(designation) )  
)  
who is a duly authorised officer )  
)  
in the presence of: )  
)  
Kate Stachbury )  
(witness) )

  
(signature)

Signed for and behalf of )  
)  
**Queensland Ballet Company (ACN 009 717 079)** )  
)  
this day of 2010 )  
)  
by MARK SIDNEY FENIDON )  
(full name of director signing) )  
)  
a Director )  
)  
and by JOANNE MARIE PRIMI )  
(full name of director/secretary) )  
)  
Director/Secretary )

  
(signature of director)

  
(signature of director/secretary)

## Schedule D Points of Clarification – January 2011

Ms Joan Sheldon  
Chair  
Queensland Ballet  
PO Box 3791  
South Brisbane Qld 4101

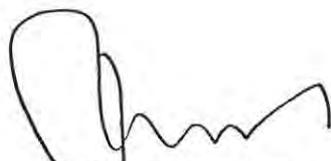
Dear Ms Sheldon

I am writing to confirm the decisions made at a recent meeting at the Thomas Dixon Centre in which those present clarified some points of the formal Deed of Agreement between Education Queensland and the Queensland Ballet (QB). Those present at the meeting included: you and I, Mike Tyler from Education Queensland, Margaret Lucas, Chair of the Artistic Committee and Francois Klaus, Artistic Director of QBC.

Outcomes of the meeting to be ratified are:

1. The QB Board, in the meeting that follows the QB AGM, endorse the appointment of the five (5) community-based dance representatives on the QDSE Artistic Committee, and nominate the Chair of the QDSE Artistic Committee.
2. The Artistic Committee and the Artistic Director of QB provide advice on the dance curriculum. This is done and ratified through the Artistic Committee.
3. Section 5.3.e.i is to be interpreted that the Artistic Committee recommends the selection of dance teaching staff and the appointment of all dance teaching staff rests with the State.
4. In the appointment of the QDSE co-ordinator, the process must comply with the public service requirements and the selection panel would comprise of Principal of KGSC, Artistic Committee Chair, Artistic Director of QB, or nominee and the one nominated member of the Artistic Committee.
5. This letter becomes Schedule D within the formal Deed of Agreement between Education Queensland and the Queensland Ballet Company (QB).

Endorsement in the section below of these points of clarification are to be included as Schedule D in the Deed of Agreement.



Dr Regan Neumann  
College Executive Principal  
Kelvin Grove State College



Ms Joan Sheldon AM  
Chair  
Queensland Ballet Company

<b>School name</b>	Kelvin Grove State College
<b>Program of Excellence name</b>	Queensland Art and Design School of Excellence

### Educational Partners

- Queensland Art and Design School of Excellence is in partnership with the Queensland University of Technology, this agreement began in 2013.
- Library Board of Queensland

### Goals of program

- The program is reflective of the college's strategic direction and school plan whereby "intellectual rigour, multiple learning pathways; schools of excellence; quality partnerships; a community enriched through cultural diversity and genuine relationships" are identified college characteristics (School Plan 2013) maintained through a strategic committee structure. The Schools of Excellence provide opportunities for multiple learning pathways via partnerships with external agencies and tertiary providers.
- The program promotes contemporary design education and provides opportunities for students to experience advanced learning in both practical and theoretical understandings of Visual Art and Design.

### Outcomes for students

- Students enrolled within the Art and Design School of Excellence who successfully complete the program have the option of completing up to three QUT START units by the conclusion of Year 12.
- The course is structured with the following outcomes :QUT START units include Design History (DEB 202), Visualisation 1+ 2 (DEB 103, DEB 203), Visual Communication (KIB101) and Visual Interactions (KIB 102).

### Eligibility Criteria

- OP eligible
- Minimum B average across subjects being studied
- Financial ability to meet Art and Design program course fees.

### Program of Excellence – Guide for enrolment capacity

*(Only complete the relevant year levels)*

Program of Excellence name	Student capacity per year level (each school year)	
	Yr 11	Yr 12
	12	12

### Impact on current facilities

The Art and Design School of Excellence accesses the following facilities:

- Queensland University of Technology and Visual Art facilities in V block at Kelvin Grove State College

Principal Name: KIM McNAMARA Signature:  Date: 4/12/13  
 ARD Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Memorandum of Understanding

Between

Queensland University of Technology,  
Creative Industries Faculty

*And*

Kelvin Grove State College



*This document lays out the conditions for co-operation between the QUT Creative Industries and Kelvin Grove State College Faculty of Visual Art for students participating in the Art and Design Excellence Program*

# Memorandum of Understanding

## 1. PARTIES

This memorandum of Understanding (“MOU”) is made between Queensland University of Technology, Creative Industries Faculty whose address is *GPO Box 2434, Brisbane, Queensland, 4001*; and Kelvin Grove State College whilst participating in the Art & Design Excellence Program and associated START units.

## 11. PROJECT AIMS

The project aims to:

1. Provide secondary students with the opportunity to experience advanced learning in Visual Art and Design as embedded in selected START units;
2. Provide opportunities for students to develop practical and theoretical understandings, and also enhance skills such as working in teams, communication and problem solving;
3. Provide support for teachers to develop new skills and teaching approaches to enable the delivery of such learning opportunities for students;
4. Develop and strengthen relationships between the tertiary and secondary education partners through joint project work and the participation of tertiary student mentors.

## 111. COLLABORATION BETWEEN THE PARTIES

QUT and the KGSC will collaborate to:

1. Identify appropriate opportunities within the teaching program of the School to incorporate the various curriculum elements described in the project aims;
2. Identify approaches for the development and implementation of the project within the School’s teaching program;
3. Participate in a range of staff development activities which support the achievement of the student learning goals;
4. Develop curriculum resources together, to support the program and provide a basis for its further development;
5. Manage the implementation of the program to ensure that it is conducted in a safe and effective manner;
6. Evaluate the impact of the program, promote student achievements and enable teachers to learn from the project experiences of others.

## 1V. PROJECT RESOURCES

The resources to support the program are provided by QUT START program that provides an opportunity for high-achieving students to experience university and extend their studies in Year 12. Additional in-kind support is also provided by QUT Creative Industries and School of Design and the Kelvin Grove State College, Visual Art Faculty.

**V. RESPONSIBILITIES OF THE PARTIES**

In line with the collaboration identified above and the project aims.

Kelvin Grove State College will:

1. Identify staff and students to be involved in the programs.
2. Provide support for staff to successfully undertake teaching in the program.
3. Work with QUT Creative Industries and Design staff and undergraduates and provide appropriate induction and support for their participation in the program within the school.
4. Create a program support group comprising KGSC Art Staff, key QUT Staff, External Stakeholders in the field of Public Art and Design, including the Asia-Pacific Design Library at the State Library of Queensland and members of the parent community.
5. Ensure that the appropriate safety standards and procedures are in place at all times.

QUT Creative Industries:

1. Provide staff to manage the various aspects of the START unit (program) including the establishment of a project management/support committee.
2. Contribute to the development of a series of activities aimed at supporting school staff participation in the program.
3. Provide advice to, and management of, the process of developing supporting curriculum resources to support the program.
4. Ensure that staff and undergraduates participating in program have appropriate safety and police clearances eg Blue Cards.

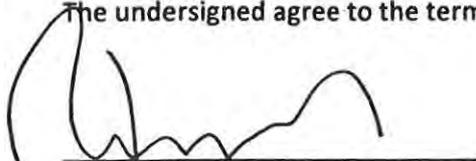
**VI. DURATION OF THE AGREEMENT**

This agreement operated from January 2013 to December 2015.

**School Information**

School Name	Kelvin Grove State College
Address	L'Estrange Terrace Kelvin Grove
Phone	(07) 3552 7333
Fax	(07) 3552 7300

The undersigned agree to the terms and conditions of this Agreement.

  
Name: **Dr Regan Neumann**  
Position: College Executive Principal  
12/10/12

  
Professor **Rod Wissler**  
Executive Dean, Creative Industries, QUT

## **KGSC and QUT Art & Design Excellence Agreement**

The Creative Industries Faculty at Queensland University of Technology, incorporating the School of Design, enjoys a long-standing and robust relationship with Kelvin Grove State College, characterised by a significant number of joint programs and ongoing events including Homegrown, Slow Design, Sit-Art, Designing Futures, Media Showcase events, Faces at KG Exhibitions, I-Wear and an extensive range of middle school workshop events. These partnerships have enabled improved pathways for students from KGSC, many of whom have pursued higher studies in the fields of Design, Visual Art and Creative Industries.

Mapping of Senior Art and Design programs indicate a high level of overlap between these courses and a suite of START units in the Creative Industries Faculty at QUT. Students selected for the Excellence in Art and Design program would be able to access a minimum of one START unit and up to three START units in total over the two years of the senior course, while completing the Senior Art course of study and the school based SAS program "Design" or Visual Art studies. The Design program in year 11 and 12 would be strongly aligned with START units identified in the agreement, and time, resources and mentorship within the program would facilitate the successful completion of selected START units/unit.

**The Art & Design Excellence program is proposing to connect selected students to available START units that are most relevant to Creative Industries and Design pathways and that align with existing areas of excellence and an existing Faculty focus on Public Art, Design and Curation. They also support and provide an opportunity to extend existing collaborative projects and events. These are to be offered over an eighteen month (3 semester) period from semester 2 year 11 to semester 2 year 12, and could involve the completion of up to three START units by the conclusion of year 12.**

**START units outlined in the table include Introducing Design History (DEB 202), Visualisation 1 + 2, (DEB 103, DEB 203), Visual Communication (KIB 101) and Visual Interactions (KIB 102)**

Over the term of the understanding, The START units selected may be varied by mutual agreement, and both parties recognise the aspiration to closely align and tailor future partnership programs in ways that reflect the outstanding benefits of existing collaborations.

### **Additional Possible Links**

1. A QUT representative makes a year 12 Art and Design Excellence Award at the annual KGSC Awards Night.
2. Kelvin Grove State College advertises links with QUT Creative Industries Faculty. QUT and KGSC have developed a very strong partnership over a number of years. QUT Creative Industries Faculty continues to enjoy this important and rewarding relationship with KGSC and acknowledges their significant and continued contribution to Art and Design education.
3. Staff and Undergraduate Students in the Creative Industries Faculty will offer mentorship within existing and projected collaborative programs.

4. KGSC Art + Design Excellence Students will link with Creative Industries Faculty workshop and exhibition spaces for the purposes of orientation, mentoring and showcasing of outcomes.
5. Staff from QUT Creative Industries Faculty will be available on the KGSC Open Day to support and publicise the Art and Design excellence program.

## Memorandum of Understanding (MOU)

Between

**Library Board of Queensland** ABN 45 872 652 679 of Stanley Place, Cultural Centre, South Bank Qld 4101 (hereinafter 'State Library of Queensland')

And

**Kelvin Grove State College**

Lestrangle Terrace,  
Kelvin Grove QLD 4059  
CRICOS Provider Number: 00608A  
[info@kelvingrovesc.eq.edu.au](mailto:info@kelvingrovesc.eq.edu.au)

### 1 BACKGROUND

- 1.1 The Library Board of Queensland is the governing body of the State Library of Queensland (SLQ) and draws its powers from the *Libraries Act (Qld)* 1988. The object of the *Libraries Act* is to contribute to the cultural, social and intellectual development of all Queenslanders.
- 1.2 Kelvin Grove State College (KGSC) is a large inner city State College offering comprehensive P-12 curriculum to a socially and ethnically diverse student community. It is located in the suburb of Kelvin Grove, 3 Km from the Brisbane CBD adjacent to the Kelvin Grove campus of the Queensland University of Technology and the Kelvin Grove Urban Village.
- 1.3 The parties, acting within the framework of their respective powers and responsibilities and guided by the principles of trust and mutual benefit, affirm their desire to form a partnership in support of the 'Excellence Program in Art and Design' at KGSC and in support of the 'Design Minds' platform.
- 1.4 The 'Excellence Program in Art and Design' is a partnership with the Creative Industries Faculty of Queensland University of Technology (QUT) and KGSC's Visual Art Faculty to develop innovative learning programs bridging the worlds of contemporary Art and Design. The special focus for students is an exploration of future challenges requiring innovative thinking and collaboration across different subject disciplines, including Art, Design, Science and the History of Ideas. The program will be supported by extensive partnerships with community stakeholders and design and art mentors, and students in the program will be able to complete up to three units of undergraduate studies in the Creative Industries and School of Design at QUT.
- 1.5 'Design Minds' ([www.designminds.org.au](http://www.designminds.org.au)) is a central online location for design education resources accessible by Queensland educators and students and supported through SLQ's 'Design Online' website and Education Queensland's 'The Learning Place'. Design Minds is funded by Arts Queensland and supported by QUEENSLANDERSIGN™, the Queensland Design Council's endorsement initiative.

- 1.6 'Design Online' ([www.designonline.org.au](http://www.designonline.org.au)) is a shared online space for industry, academia and the public to co-create new ideas and knowledge centred around design in the Asia Pacific.

## 2 PURPOSE

- 2.1 The purpose of this Memorandum is to set out the terms and conditions that the Parties agree will apply to the delivery of the partnership in support of the 'Excellence Program in Art and Design' at KGSC and in support of the 'Design Minds' platform, with the following mutual objectives:

### *Key outcomes for Kelvin Grove State College*

- To receive venue support for two (2) design immersion workshops to be held at SLQ per year
- To receive an annual orientation session at the commencement of semester one introducing KGSC Art & Design students to SLQ's Asia Pacific Design Library.
- To receive informal mentorship for KGSC Excellence Program in Art and Design Staff / Students through the Design Minds platform and as part of design immersion workshops
- To benefit from promotion of the Excellence Program in Art and Design through the Design Minds platform
- To benefit from promotion of this partnership in relevant SLQ promotional material
- To benefit from the attendance and support of invited SLQ staff at a promotional event to mark the launch of the program in 2013

### *Key outcomes for State Library of Queensland*

- To benefit from promotion of the Design Minds platform through KGSC publications and online material
- To benefit from the attendance and participation of KGSC staff in Design Minds Professional Development events held at SLQ
- To benefit from the provision of content for inclusion in the Design Minds platform including images and program content developed by KGSC as part of the Excellence Program in Art and Design
- To benefit from the authorship and contribution of Design Minds content including toolkits and resources
- To benefit from documented feedback and reflection captured through workshops and Design Minds events
- To benefit from authorship and contribution to the Design Online platform

- 2.2 This Memorandum is not intended to create and shall not give rise to any legally binding obligation, by either Party nor is this Memorandum intended to exclude cooperation with other agencies, companies or institutions, by either Party.

## 3 CONTRIBUTION OF RESOURCES

- 3.1 The details of resources provided by the Parties under this Memorandum will be outlined in Schedule 1.
- 3.2 The extent of the provision of resources is limited to the amount outlined in Schedule 1.
- 3.3 Any variations to the agreed resources under this Memorandum by either Party must be agreed to by both Parties in writing.

#### **4 REPORTING AND REVIEW**

4.1 The Parties will liaise regularly to discuss the following:

- (a) the operation of this Memorandum; and
- (b) the schedule and delivery of resources as outlined in Schedule 1.

#### **5 CONFIDENTIALITY**

5.1 A party receiving Confidential Information ('the Recipient') must keep it confidential using the same degree of care that it exercises with respect to its own information of like importance but in no event less than reasonable care, and may use it only for the purposes for which it was provided under this Memorandum. Confidential Information may be disclosed only to employees or contractors obligated to the Recipient under similar confidentiality restrictions and only for the purposes for which it was provided under this Memorandum.

5.2 The obligations set out in clause 6.1 do not apply to information which:

- (a) is already in the public domain;
- (b) becomes available to the public by any means other than a breach of this Memorandum by the Recipient;
- (c) is received by a party from an independent third party who is lawfully in possession and has the power to disclose the information;
- (d) is required to be released by law or a government funding arrangement.

#### **6 INTELLECTUAL PROPERTY**

6.1 This Memorandum is not intended to effect any change in ownership and rights of the parties respecting intellectual property.

6.2 SECTION 5 - Intellectual Property at Schedule 1 will set out the use, ownership, commercialisation and licensing rights of the Parties in relation to any existing Intellectual Property and any newly developed Intellectual Property for each specific Activity.

#### **7 DESIGNATED REPRESENTATIVES**

7.1 Each Party will designate a project contact to liaise, monitor and report on the operation of this Memorandum

7.2 The project contact will undertake the scheduling of meetings and notify the other Party of the identity and contact details of the 'Notice' contact under clause 13.

#### **8 RELATIONSHIP OF THE PARTIES**

8.1 Nothing in this Memorandum constitutes any Party as an agent, partner, or trustee of any other Party or creates any agency, partnership, joint venture or trust for any purpose, unless expressly specified otherwise in this Memorandum.

- 8.2 No Party has any authority or power to act for, or to create or assume any responsibility or obligation on behalf of the other Party.

## **9 TERM**

- 9.1 This Memorandum commences on the date that the last Party signs and sends a signed copy to the other and is to be dated the date that recipient receives it.
- 9.2 Subject to clause 9.4, and upon annual review by both parties, this Memorandum will end on 31 December 2015 unless it is extended by the mutual written agreement of the Parties at any time before it ends.
- 9.3 This Memorandum may be amended with the mutual written consent of the Parties.
- 9.4 Either party may terminate this Memorandum at any time by notifying the other Party in writing at least thirty (30) days in advance of such termination date.

## **10 ADVERTISING/PROMOTION**

- 10.1 No party will use the name or logo of the other or release any advertising or publicity regarding this Memorandum or a Project without the prior written consent of the other, which consent shall not be unreasonably withheld.

## **11 LIABILITY OF THE PARTIES**

- 11.1 All implied terms and conditions and all express and implied warranties which might otherwise apply to, or arise out of, this Agreement are excluded;
- 11.2 Neither Party is liable under this Agreement for any special, indirect, consequential or incidental loss, damage or liability or for loss of use, revenues, profits, interest, goodwill, bargain, economic loss, loss of contract, loss of production, interruption of operation or loss of opportunities, anticipated savings or loss or corruption of data, regardless of whether or not a Party should have been aware of the possibility of such loss or damage.

## **12 APPLICABLE LAW**

- 12.1 This Memorandum will be governed by and construed in accordance with the laws of the State of Queensland and the Parties hereby submit to the non-exclusive jurisdiction of the Courts of that State.

## **13 NOTICES**

- 13.1 Any notice, request, demand, consent or other communication (collectively a 'Notice') provided or permitted hereunder shall be in writing and given by personal delivery or sent by mail, or transmitted by facsimile or by email, addressed to the other Party for which it is intended at its address below:

**To State Library of Queensland:**  
Address: PO Box 3488, South Brisbane Qld 4101

Email: [bruce.macgregor@slq.qld.gov.au](mailto:bruce.macgregor@slq.qld.gov.au)  
Attention: Bruce MacGregor, Director Corporate Services  
Cc: Christian Duell, Manager, Asia Pacific Design Library, State Library of Queensland

**To Kelvin Grove State College:**  
Address: Lestrangle Terrace, Kelvin Grove QLD 4059  
Email: [lhoop8@eq.edu.au](mailto:lhoop8@eq.edu.au)  
Attention: Les Hooper

## 14 GENERAL

- 14.1 Any doubt or ambiguity as to the interpretation of this Memorandum will be resolved by mutual negotiations between the Parties.
- 14.2 Any differences or disputes which may arise between the Parties relating to any matter under this Memorandum will be settled by consultation and negotiation between the Parties, or failing that, through mediation by a mutually agreed third party. Each party will bear its own costs in relation to the mediation.

## 15 DICTIONARY

In this Memorandum the following terms have the following meanings:

**'Activity'** is a joint activity related, but not limited to, the milestones and deliverables outlined in Schedule 1 and other matters set out in Clause 3.

**'Commencement Date'** means the date on which the last of the Parties signs this Memorandum.

**'Confidential Information'** is any information disclosed by one party to another under this Memorandum which is either: (a) marked as confidential or proprietary at the time of disclosure; or (b) if unmarked, treated as confidential or proprietary by both parties at the time of disclosure, and confirmed in writing as confidential or proprietary within thirty (30) days of disclosure.

**'Intellectual Property'** includes patent, copyright, trade mark (whether registered or not, including service marks), trade name, trade secret, know-how, discovery, invention, plant breeders' rights, circuit layout designs, secret process, design, improvement in procedure, innovation and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, any right to register any type of intellectual property right recognised by the World Intellectual Property Organisation, whether registrable or not, whether created before, on or after the Commencement Date.

**'Party'** or **'Parties'** means the parties to this MEMORANDUM.

**Project** is an undertaking (included as Schedule 1) for a Project or Activity as part of the collaborative activities under the Memorandum.

**EXECUTED BY THE PARTIES:**

**SIGNED** for and on behalf of **Library Board of Queensland** in the presence of:

>  
>  
>



Signature of WITNESS

Christian Duell, Manager, Asia Pacific Design Library, State Library of Queensland

Signature



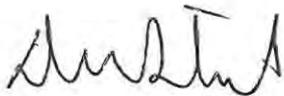
Kellie Ireland, Executive Manager, Visitor Experience, Engagement & Partnerships, State Library of Queensland

6/12/12

Date

**SIGNED** for and on behalf of **Kelvin Grove State College** in the presence of:

>  
>  
>

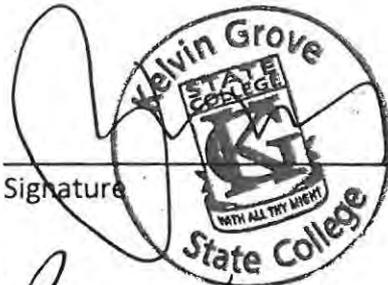


Signature of WITNESS

Duncan Steel

Print Name

Signature



Print Name

12 December 2012

Date

## SCHEDULE 1 TO MEMORANDUM OF UNDERSTANDING

### SECTION 1 – Milestones and Deliverables

State Library of Queensland (SLQ) will be responsible for the delivery of resources to the following extent:

<b>Scope</b>
<ul style="list-style-type: none"><li>- Host two (2) design immersion workshops per year (one per semester) at mutually agreed times/venues (for up to 50) students through the term of the MEMORANDUM. Includes costs associated with venue hire and staffing (AV tech and Venue Supervisor). Excludes materials, production and any additional costs.</li><li>- Conduct an annual orientation session in semester 1 for KGSC Excellence Program in Art and Design students</li><li>- Provide informal mentorship to KGSC Excellence Program in Art and Design staff/students via the Design Minds platform and as part of design immersion workshops</li><li>- Publish links to Excellence Program in Art and Design on the Design Minds platform</li><li>- Recognise this partnership in relevant SLQ promotional material</li><li>- Attend/support a promotional event for the launch of the Excellence Program in Art and Design in 2013</li></ul>
<b>Deliverables:</b>
<ul style="list-style-type: none"><li>- Provide copies of any SLQ promotional material that acknowledges the partnership or promotes the program</li></ul>

Kelvin Grove State College (KGSC) will be responsible for the delivery of resources to the following extent:

<b>Scope</b>
<ul style="list-style-type: none"><li>- Promote the Design Minds platform in publications and online material</li><li>- Nominated staff to participate in Design Minds events and programs including two (2) annual professional development days</li><li>- Provide SLQ access to images and program content arising from the Excellence Program in Art and Design events, for inclusion in the Design Minds platform</li><li>- Contribute content to the Design Minds platform (including toolkits and resources) via unit and lesson plans aligned with Excellence Program in Art and Design</li><li>- Contribute documented feedback and reflection from design immersion workshops and professional development workshops</li><li>- Download Design Minds content (toolkits) by staff for reference within Excellence Program in Art and Design</li><li>- Contribute to the Design Online platform through registration and authoring content</li></ul>
<b>Deliverables:</b>

- Two (2) Design Minds toolkits (one per semester)
- Two (2) Design Minds resources (one per semester). Resource to be a video documentation of one design-lead project in an agreed format
- Complete feedback documentation in an agreed format for Design Minds. Documentation to include student and teacher feedback from two (2) design immersion workshops per year and from two (2) teacher professional development workshops per year
- KGSC Excellence Program in Art and Design staff/students to register online through the Design Online platform
- Author two (2) articles per year for Design Online platform on the topic of 'Design Education'

## SECTION 2 – Funding/Financial Payment Arrangements

N/A

## SECTION 3 – Contribution of Other Resources

*(Description of proposed contribution of other personnel, management resources and facilities by each Party)*

This Memorandum of Understanding is based on an exchange of in-kind support and resources. Specifically, an in-kind contribution of venue hire will be provided by State Library of Queensland during the 2013 calendar year, for two (2) design immersion workshops, limited to the following extent:

Venue Hire, The Edge, State Library of Queensland, partnership day-rate of \$500 (ex. GST)

Staffing costs (AV tech and Venue Supervisor) per day of \$960 (ex. GST)

Total of \$1,460 (ex GST) per workshop

**TOTAL \$2,920 (ex GST) 2013, in-kind venue hire and staff costs.**

Any additional costs are considered outside the scope of this memorandum and will be resolved through mutual agreement.

Extent of future in-kind contributions for venue hire will be agreed through mutual negotiation on a yearly basis for the term of this memorandum.

## SECTION 4 – Duration

<b>Proposed Start Date</b>	1 January 2013	<b>Proposed Completion Date</b>	31 December 2015
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**SECTION 5 - Intellectual Property:**

(details of use, ownership, commercialisation and licensing of intellectual property (existing and new))

Resources provided as part of this memorandum will be published on the Design Minds website ([www.designminds.org.au](http://www.designminds.org.au)) and the Design online website ([www.designonline.org.au](http://www.designonline.org.au)) Content published on the Design Minds and Design Online websites, including information, text, images, sounds and audiovisual material, will be licensed using a Creative Commons Attribution-Non-Commercial 3.0 Australia licence (<http://creativecommons.org/licenses/by-nc/3.0/au>) and will be protected by copyright and, where applicable, moral and cultural rights. Under this licence users of the site may distribute, remix and build upon the content contained on the site, but must ensure it is for non-commercial purposes and that Les Hooper and the State Library of Queensland are acknowledged as the original authors. Users are not required to license their derivative works on the same terms.

**SECTION 6 – Insurance: N/A****SECTION 7 – Nominated Contacts**

<b>State Library of Queensland Project Manager Contact</b>	Christian Duell Manager, Asia Pacific Design Library, State Library of Queensland	Contact details: T: 07 3842 9477 M: 0421 621 007 E: <a href="mailto:Christian.Duell@slq.qld.gov.au">Christian.Duell@slq.qld.gov.au</a>
<b>Kelvin Grove State College Contact</b>	Les Hooper Head of Department, Art & Languages Kelvin Grove State College	Contact details: T: 07 3552 7390 M: 0404 777 499 E: <a href="mailto:lhoop8@eq.edu.au">lhoop8@eq.edu.au</a>

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[REQUIRED FOR VARIATIONS TO THE OUTLINE OF RESOURCES CONTAINED IN SCHEDULE 1 ONLY]

**SECTION 6 – Approval for agreement to proceed with additional Activities**

**Approved, on behalf of State Library of Queensland, by:**

_____	_____	_____	_____
<b>Name</b>	<b>Position</b>	<b>Signature</b>	<b>Date</b>

**Approved, on behalf of Kelvin Grove, by:**

_____	_____	_____	_____
<b>Name</b>	<b>Position</b>	<b>Signature</b>	<b>Date</b>

<b>School name</b>	Kelvin Grove State College
<b>Program of Excellence name</b>	Queensland Aviation School of Excellence

**Educational Partners**

- Queensland Aviation School of Excellence is in partnership with the Royal Queensland Aero Club (RQAC), Griffith University and Kelvin Grove State College (Department of Education Training and Employment) and has been in operation since 2002.

**Goals of program**

- The program is reflective of the college's strategic direction and school plan whereby "intellectual rigour, multiple learning pathways; schools of excellence; quality partnerships; a community enriched through cultural diversity and genuine relationships" are identified college characteristics (School Plan 2013) maintained through a strategic committee structure. The Schools of Excellence provide opportunities for multiple learning pathways via partnerships with external agencies and tertiary providers.
- The program is designed to develop superior flying skills with an emphasis on leadership, confidence and communication skills as delivered in flight and ground instruction through the RQAC.

**Outcomes for students**

- Students enrolled within the Aviation School of Excellence who successfully complete the program offered attain a General Flight Progress Test (GFPT) and are eligible for direct entry in to the Bachelor of Aviation (Griffith University).
- The course is structured with the following outcomes :General Flight Progress Test (GFPT) ; Private Pilot Licence (PPL) ; Queensland Certificate of Education and Overall Position. All qualifications are approved by the Australian Civil Aviation Safety Authority (CASA) and are recognised by the International Civil Aviation Organisation (ICAO).

**Eligibility Criteria**

- Recent report card to demonstrate i. Academic record – must attain a minimum of B in Foundation Mathematics B or Year 10 Extension Maths and Foundation Chemistry / Physics or Year 10 Extension Science ii. Effort and Behaviour - not less than a B.
- Minimum age fifteen and a half years at time of enrolment.
- Medical examination with one of the CASA approved Aviation Medical Examiners.
- Financial ability to meet Aviation program course fees.

**Program of Excellence – Guide for enrolment capacity**  
(Only complete the relevant year levels)

Program of Excellence name	Student capacity per year level (each school year)	
	Yr 11	Yr 12
	10	10

**Impact on current facilities**

The Aviation School of Excellence accesses the following facilities:

- Royal Queensland Aero Club Archerfield

Principal Name: KIM McNAMARA Signature:  Date: 23/10/13

ARD Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**ROYAL QUEENSLAND  
AERO CLUB**

*Beauty Road, Archerfield  
P.O. Box 41, Archerfield Q. 4108  
Telephone: (07) 3722 3210  
Facsimile: (07) 3875 1639  
Email: [enquiries@rqac.com.au](mailto:enquiries@rqac.com.au)  
Internet: [www.rqac.com.au](http://www.rqac.com.au)  
A.B.N. 38 009 660 806*

**Mr Duncan STEEL**  
Principal Senior School  
Kelvin Grove State High School  
Lestrange Terrace,  
Kelvin Grove QLD 4059

Dear Duncan,

Thank you for your continued support of aviation in Queensland and for your leadership in growing the passion for aviation in your senior school group. We are continually impressed with the maturity and standard of the students that partake in the Kelvin Grove State College flying programme.

The Royal Queensland Aero Club are proud to be a on-going partner with Kelvin Grove State College in this flying programme, as we have been for a number of years. We are pleased to be working with you again in 2014.

To your dedicated team, we wish you the very best for Christmas and we look forward to working with the next group who will be coming through the flying programme in 2014.

Kind regards,

Allan Brooks  
Chief Executive Officer

<b>School name</b>	Kelvin Grove State College
<b>Program of Excellence name</b>	Queensland Engineering Technology School of Excellence

### Educational Partners

- Queensland Engineering Technology School of Excellence has a Memorandum of Agreement with Queensland University of Technology and Education Queensland (Department of Education Training and Employment). This has been in place since 2012.

### Goals of program

- The program is reflective of the college's strategic direction and school plan whereby "intellectual rigour, multiple learning pathways; schools of excellence; quality partnerships; a community enriched through cultural diversity and genuine relationships" are identified college characteristics (School Plan 2013) maintained through a strategic committee structure. The Schools of Excellence provide opportunities for multiple learning pathways via partnerships with external agencies and tertiary providers.
- The program is designed to introduce students to principles and methodologies that contribute to the construction and manufacture of the built environment.

### Outcomes for students

- Students are simultaneously enrolled at Queensland University of Technology and complete the QUT unit ENB101 Engineering Mechanics – resulting in credit for this subject at QUT with direction into the QUT Start Program for Semester 2 Year 12.
- Guaranteed entry into QUT (subject to reaching criteria outlined in the Memorandum of Understanding).
- The QSA subject Engineering Technology provides students with 4 QCE credit points and is reported to parents inline with college reporting guidelines.

### Eligibility Criteria

- Recent report card to demonstrate i. Academic record – must attain a minimum of B in Foundation Mathematics B or Year 10 Extension Maths and Foundation Chemistry / Physics or Year 10 Extension Science ii. Effort and Behaviour - not less than a C.

### Program of Excellence – Guide for enrolment capacity

*(Only complete the relevant year levels)*

Program of Excellence name	Student capacity per year level (each school year)	
	Yr 11	Yr 12
	20	20

### Impact on current facilities

The Engineering Technology School of Excellence accesses the following facilities:

- Engineering and Technology classroom at Kelvin Grove State College
- Queensland University of Technology – lecture rooms as per timetabled sessions

Principal Name: KIM McNAMARA Signature:  Date: 23/10/13  
 ARD Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Memorandum of Understanding

*Between*

**Queensland University of Technology  
Science and Engineering Faculty**

*and*

**Kelvin Grove State College**



*This document lays out the conditions for co-operation between the QUT (SEF) and Kelvin Grove State College participating in Engineering in Schools Niche program including Engineering Technology and Mathematics C operating under the START QUT program and associated links.*

# Memorandum of Understanding

## **I. PARTIES**

This Memorandum of Understanding ("MOU") is made between Queensland University of Technology, Science and Engineering Faculty whose address is GPO Box 2434, Brisbane, Queensland, 4001; and Kelvin Grove State College whilst participating in the Engineering in Schools program through START QUT program.

## **II. PROJECT AIM**

The project aims to:

1. provide secondary students with the opportunity to experience "the world of engineering" and to learn about the role of science and technology within engineering;
2. provide opportunities for students to develop technical and scientific skills and understanding, and also enhance skills such as working in teams, communication and problem solving;
3. provide support for teachers to develop new skills and teaching approaches to enable the delivery of such learning opportunities for students;
4. develop and strengthen relationships between the tertiary and secondary education partners through joint project work and the participation of university students as mentors.

## **III. COLLABORATION BETWEEN THE PARTIES**

QUT and the KGSC will collaborate to:

1. Identify appropriate opportunities within the teaching program of the School to incorporate the various curriculum elements described in the project aims;
2. Identify approaches for the development and implementation of the project within the School's teaching program;
3. Participate in a range of staff development activities which support the achievement of the student learning goals;
4. Develop curriculum resources together, to support the program and provide a basis for its further development;
5. Manage the implementation of the program to ensure that it is conducted in a safe and effective manner;
6. Evaluate the impact of the program, promote student achievements and enable teachers to learn from the project experiences of others.

## **IV. PROJECT RESOURCES**

The financial resources to support the QUT tuition program are provided by scholarship through the START QUT program which provides an opportunity for high-achieving students to experience university and extend their studies in year 12.

Additional in-kind support is also provided by the both QUT Science and Engineering Faculty through the International and Engagement portfolio and Kelvin Grove State College Science and Mathematics Departments.

## V. RESPONSIBILITIES OF THE PARTIES

In line with the collaboration identified above and the project aims

Kelvin Grove State College will:

1. Identify staff and students to be involved in the programs.
2. Provide support for staff to successfully undertake the program.
3. Work with QUT engineering undergraduates and provide appropriate induction and support for their participation in the program within the school.
4. Ensure that appropriate safety standards and procedures are in place at all times during the project.
5. Be responsible for all aspects relating to duty of care within the School at all times.

QUT SEF will:

1. Provide staff to manage the various aspects of the project including the establishment of a project management committee
2. Contribute to the development of a series of activities aimed at supporting school staff participation in the project
3. Provide advice to, and management of, the process of developing supporting curriculum resources to support the program
4. Ensure that undergraduates working in the school have appropriate police checks and meet other requirements

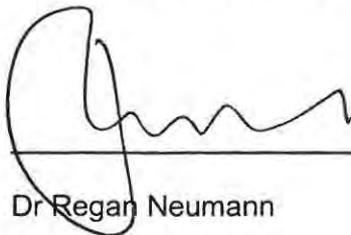
## VI. DURATION OF THE AGREEMENT

This agreement operates from Jan 2013 to Dec 2015.

### School Information

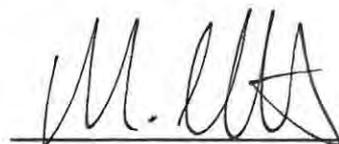
<b>School name</b>	<b>Kelvin Grove State College</b>
<b>Address</b>	<b>L'Estrange Tce., Kelvin Grove</b>
<b>Phone</b>	<b>(07) 35527333</b>
<b>Fax</b>	<b>(07) 35527300</b>

The undersigned agree to the terms and conditions of this Agreement.

  
\_\_\_\_\_

Dr Regan Neumann

Principal Kelvin Grove State College

  
\_\_\_\_\_

Professor Martin Betts

Exec Dean of Science and  
Engineering Faculty, QUT

## KGSC and QUT Engineering Technology/ Mathematics C Agreement

The Science and Engineering (SEF) at Queensland University of Technology enjoys a long standing and robust relationship with Kelvin Grove State College, characterised by a significant number of joint programs and ongoing partnerships in the area of Technology and Engineering education. Partnerships between the two organisations have enabled improved pathways for students from KGSC, including Foundation Engineering and Physics in year 10, leading to increased interest in science and maths subjects in senior years and subsequent enrolment into SEF Engineering courses.

Mapping of Education Queensland "Engineering Technology" Syllabus has indicated a high level of overlap between the **EQ Engineering Technology** course and the **QUT SEF ENB110 Engineering Statics and Materials** unit. As a result KGSC students are able to study a university first year unit ENB110 whilst studying Engineering Technology over the first 3 Semesters (over eighteen months) of the **EQ Engineering Technology** course. Engineering Technology students will gain credit and a grade for ENB110 in Semester 1, year 12 (at QUT) and complete the QSA course in Semester 2. Under current admission rules this also allows students 3 bonus points on their selection rank if applying to QUT Engineering and if the student passes all components. As part of completing the ENB110 unit, KGSC students enrolled at QUT will need to attend two (2) materials laboratory sessions towards the end of semester 1.

To confirm enrolment in ENB110 students must met:

1. The current START QUT entry requirements, as published at [www.qut.edu.au/startqut](http://www.qut.edu.au/startqut)
2. Be a KGSC student enrolled in and passing (ie grade C or better) **EQ Engineering Technology**
3. Obtain a grade of B in **EQ Engineering Technology** in a diagnostic test held at KGSC in early Term 1 of Year 12.

Students studying Engineering Technology at KGSC who pass ENB110 will be able to continue in the START QUT program and will be able to undertake a second Semester QUT subject through the START QUT program to optimize and enhance their QUT experience.

Analysis of QUT data has shown that students studying the **EQ Mathematics C** course at school achieve better results in Engineering at QUT than students who have not studied Maths C. As a result students studying Maths C at KGSC will complete an accelerated Maths C course that will be completed half-way through year 12 and therefore the students will be able to take a START QUT subject in Semester 2 without giving up a subject or sacrificing their OP. After completing the 18 month Maths C course at KGSC students will be able to enrol in the QUT subject MAB126 offered through START QUT in Semester 2. Under current admission rules this also allows students 3 bonus points on their selection rank if applying to QUT Engineering and if the student passes all components.

To gain entry to MAB126 students must met:

1. The current START QUT entry requirements, as published at [www.qut.edu.au/startqut](http://www.qut.edu.au/startqut)
2. Be a KGSC student enrolled in and passing (ie grade B or better) **EQ Mathematics C**

To gain entry to MAB125 students must met:

1. The current START QUT entry requirements, as published at [www.qut.edu.au/startqut](http://www.qut.edu.au/startqut)
2. Be a KGSC student enrolled in and passing (ie grade B or better) **EQ Mathematics B**

**Note** Students, who passed ENB110 in semester 1, can choose to enrol in MAB125 or MAB126 under standard START QUT rules.

Students who pass EQ Engineering Technology (SA or better) and Mathematics C (SA or better) and pass ENB110 and MAB125 or MAB126 are eligible to receive a combined 6 entry bonus points on their selection rank if applying to QUT Engineering.

ENB110 and MAB125 or MAB126 undertaken through the START QUT program will have the tuition fees funded by a university scholarship.

#### **Additional Links**

1. QUT SEF Sponsors a Year 12 (\$100 iTunes voucher) and a Year 11 (\$50 iTunes voucher) Engineering Technology Prize to be awarded each year at KGSC Awards Night by a QUT representative. There is also a \$3000 Deans Award for High School Achievement to the Year 12 winner if they enrol in QUT SEF Engineering course in the following year.
2. **QUT** offers guaranteed entry places to KGSC graduating OP eligible students who apply through QTAC to enter the Bachelor of Engineering (QTAC Code 412502) to commence in February 2014, 2015 and 2016 who undertake the QUT Engineering in High Schools program, pass ENB110 and MAB125 or MAB126, and achieve a HA average across all year 12 subjects with a minimum SA for any individual subject.
3. Kelvin Grove State College advertises links with QUT SEF courses. *QUT and KGSC have developed a very strong partnership over a number of years. SEF continues to enjoy this important and rewarding relationship with KGSC and acknowledges their significant and continued contribution to science and engineering education through annual Science and Engineering Challenge and Power of Engineering events.*
4. SEF (Engineering) will make available Engineering Ambassador students to visit KGSC once per Semester through the program. *KGSC will need to arrange the dates and decide on which students benefit from the visits.*
5. Twice a Semester KGSC will bring its Engineering Technology students to QUT.

<b>School name</b>	Kelvin Grove State College
<b>Program of Excellence name</b>	Queensland Football School of Excellence

### Educational Partners

- Queensland Football School of Excellence has had a Memorandum of Agreement with Football Queensland and Kelvin Grove State College (Department of Education Training and Employment) since 1998.

### Goals of program

- The program is reflective of the college's strategic direction and school plan whereby "intellectual rigour, multiple learning pathways; schools of excellence; quality partnerships; a community enriched through cultural diversity and genuine relationships" are identified college characteristics (School Plan 2013) maintained through a strategic committee structure. The Schools of Excellence provide opportunities for multiple learning pathways via partnerships with external agencies and tertiary providers.
- Develop game, administrative and team management skills.
- Overall player development inclusive of Strength training, Nutrition and Sport Psychology.

### Outcomes for students

- Contribution to the Queensland Certificate of Education - Certificate III Fitness for 8 QCE points.
- Certificate III Fitness is reported as a subject to parents inline with college reporting guidelines.
- Completion of the Certificate III Fitness enables tertiary opportunities in sport and recreation, leisure, human movements and physical education. Football coaching, sports administration and managerial positions and entry in the Australian Institute of Sport are also possible outcomes.

### Eligibility Criteria

- Applicants must be of acceptable playing standard – with proven football skill and ability (must have played division one (Div. 1) in an endorsed competition).
- Ability to work with others in pursuit of football excellence as determined by proven exemplary record of attitude, industry and behaviour in a school community.
- Recent report card to demonstrate i. Academic record – not less than a C and ii. Effort and Behaviour not less than a C.
- Practical trial conducted by College Football Coordinator and Football Queensland coaches.

### Program of Excellence – Guide for enrolment capacity

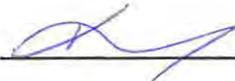
*(Only complete the relevant year levels)*

Program of Excellence name	Student capacity per year level (each school year)					
	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12
	30	30	30	30	30	30

### Impact on current facilities

The Football School of Excellence accesses the following facilities:

- Oval facility onsite at Kelvin Grove State College. This is a shared facility with the Health, Physical Education and Sport faculty.
- Gymnasium onsite at Kelvin Grove State College. This is a shared facility with the Health, Physical Education and Sport faculty.

Principal Name: KIM McNAMARA Signature:  Date: 23/10/13

ARD Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

MASTER  
2008



**KELVIN GROVE STATE COLLEGE**

**THE PURSUIT OF EXCELLENCE THROUGH LEARNING**

**UNDERSTANDING**

*Between*

**Kelvin Grove State College**

*And*

**Football Queensland**



**FOOTBALL  
QUEENSLAND**

The Operation of the K.G.S.C. Football School of Excellence

*At*

**Kelvin Grove State College**

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The Role of Football Queensland

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Signatories

## **The Understanding**

Under this "Understanding" Football Queensland and Kelvin Grove State College (K.G.S.C.) agree to work together to enhance the sporting development of young football players enrolled in the K.G.S.C. Football School of Excellence and to jointly provide professional advice as to the strategic direction of the Program.

## **K.G.S.C. Football School of Excellence**

K.G.S.C. Football School of Excellence was established at Kelvin Grove State College to provide intensive training for talented young football players whilst completing their schooling up to Year 12.

The main aim of the Program is to provide a pathway for talented football players into the ranks of professional football players *and* a Queensland Certificate of Education, ensuring that every graduate has an opportunity to follow a pathway into tertiary study, further training or directly to the work-force.

Whilst accepted that not all talented young football players will eventually succeed in entering the ranks of professional players, the Program aims to instill a lifelong love of the game and to provide pathways to alternative careers in the sporting industry.

- refereeing
- coaching
- sports medicine
- physiotherapy
- sports administration
- sports psychology and motivation
- other

To this end the Program provides all students with specific training in the areas of health, sports and fitness (e.g. Certificate II in Community Recreation or its equivalent).

## **The Role of The College**

Kelvin Grove State College agrees to:

- provide the academic curriculum, including vocational certificate courses
- provide daily management of the Program
- make available facilities and grounds at K.G.S.C. for the effective running of the Program
- supervise the Football Coordinator
- provide administrative support
- manage the Program's budget
- monitor student progress
- liaise with key industry partners
- foster community links (parents, school, clubs etc)

## **The Role of Football Queensland**

Football Queensland agrees to:

- provide advice to and support for the daily operation and strategic direction of the Program through the Program Advisory Committee
- recognize the Program as a valuable and successful part of football development in Queensland

- assist with Program marketing (advertising K.G.S.C. flyer, links to K.G.S.C. website, attending the College Open Day)
- provide opportunities, as they may arise, to Program players
- support the coaching and training needs of the Program through Quality Assurance
- assisting in mentoring the students (guest coaches, guest speakers, visiting teams)
- assist in establishing industry links for traineeships / apprenticeships
- badging of authorized clothing / newsletters / letterheads etc

## Management of the K.G.S.C. Football School of Excellence

The daily management and control of the Program is the responsibility of K.G.S.C. with assistance and advice from Football Queensland.

## Program Advisory Committee

Football Queensland and K.G.S.C. agree to form a Program Advisory Committee to provide advice on:

- the management and operation of the Program
- the professional goals of the program
- resolution of issues that may arise between the parties in the joint support of the development of young football players

The Program Advisory Committee shall consist of members of each party, as determined from time to time by them jointly, but shall include at least:

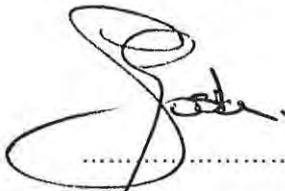
- K.G.S.C. Principal or nominee
- Football Queensland nominee
- The Sports Excellence Coordinator K.G.S.C.
- The Football Coordinator K.G.S.C.
- The Director of Coaching, Football Queensland for Football Brisbane (or the relevant local branch)

The Advisory committee shall meet every three months to pursue its aims as defined above.

## Dissolution of this Understanding

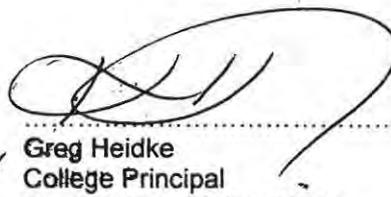
This Understanding is entirely voluntary to both parties and can be dissolved immediately by either party by the provision of such written notice from either one to the other.

## Signatories



Football Queensland

Date: 14.12.2008



for Greg Heidke  
College Principal  
Kelvin Grove State College

Date: 13.3.08

<b>School name</b>	Kelvin Grove State College
<b>Program of Excellence name</b>	Queensland Golf School of Excellence

<b>Educational Partners</b>
<ul style="list-style-type: none"> <li>Queensland Golf School of Excellence has had a Memorandum of Agreement with Golf Queensland, Indooroopilly Golf Club and Kelvin Grove State College (Department of Education Training and Employment) since 1986.</li> </ul>

<b>Goals of program</b>
<ul style="list-style-type: none"> <li>The program is reflective of the college's strategic direction and school plan whereby "intellectual rigour, multiple learning pathways; schools of excellence; quality partnerships; a community enriched through cultural diversity and genuine relationships" are identified college characteristics (School Plan 2013) maintained through a strategic committee structure. The Schools of Excellence provide opportunities for multiple learning pathways via partnerships with external agencies and tertiary providers.</li> <li>The program is designed to emphasise three areas of study – Technique, Game and Player.</li> <li>Technique – students develop a knowledge of the golf swing and all aspects of the game.</li> <li>Game – student gain an understanding of rules, administration, course design and influence of equipment.</li> <li>Player – students develop a knowledge and understanding of the relationship between performance and psychological and physiological influences.</li> </ul>

<b>Outcomes for students</b>
<ul style="list-style-type: none"> <li>Traineeships in Professional Golf.</li> <li>The program is an official feeder program to the Queensland Academy of Sport (QAS) golf program.</li> <li>Contribution to the Queensland Certificate of Education - Certificate III Fitness for 8 QCE points.</li> <li>Certificate III Fitness is reported as a subject to parents inline with college reporting guidelines.</li> <li>Completion of the Certificate III Fitness enables tertiary opportunities in sport and recreation, leisure, human movements and physical education.</li> </ul>

<b>Eligibility Criteria</b>
<ul style="list-style-type: none"> <li>Applicants must be of acceptable playing standard – A grade standard. A recommended handicap of 12 or less for boys and 18 or less for girls.</li> <li>Ability to work with others as determined by proven exemplary record of attitude, industry and behaviour in a school community.</li> <li>Recent report card to demonstrate i. Academic record – not less than a C and ii. Effort and Behaviour - not less than a C.</li> <li>Practical trial and interview conducted by College Golf Coordinator and Golf Queensland coaches.</li> </ul>

<b>Program of Excellence – Guide for enrolment capacity</b>								
<i>(Only complete the relevant year levels)</i>								
<b>Program of Excellence name</b>	<b>Student capacity per year level (each school year)</b>							
	<b>Yr 5</b>	<b>Yr 6</b>	<b>Yr 7</b>	<b>Yr 8</b>	<b>Yr 9</b>	<b>Yr 10</b>	<b>Yr 11</b>	<b>Yr 12</b>
	25	25	30	30	30	30	30	30

<b>Impact on current facilities</b>
The Golf School of Excellence accesses the following facilities: <ul style="list-style-type: none"> <li>Indooroopilly Golf Club and Victoria Park Golf Club</li> </ul>

Principal Name: KIM McNAMARA Signature:  Date: 23/10/13

ARD Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Golf Queensland**

11 September 2013

Dr. Regan Neumann  
Executive Principle  
Kelvin Grove State College  
L'Estrange Tce. Kelvin Grove

Dear Regan,

**RE: Golf Queensland Recognition and Support Program**

Golf Queensland, as the peak body for amateur golf in the State, is committed to creating a shared vision and direction to grow junior golf in Queensland.

Kelvin Grove State College, by virtue of its contribution to the development of junior golf as well as its holistic approach to education and sport is highly regarded by Golf Queensland. The KGSC Golf School of Excellence support of a pathway for talented players as well as school's curriculum providing an introduction for its students to golf is seen as great value to our sport.

To assist Kelvin Grove State College's continued commitment to the provision of a comprehensive golf program within its curriculum Golf Queensland will provide special recognition and support to the school.

The benefits of this support for the period 1 July 2013 to 31 December 2014 are as follows:

- Promotion of the Kelvin Grove State College golf programs on Golf Queensland's websites. This recognition will include both the talent and participation development aspects of the program.
- Promotion of the Kelvin Grove State College Golf School of Excellence to participants involved in the Golf Queensland Advance Junior Clinics. These 2-3 day clinics are run annually for talented players in five regions across Queensland.
- Golf Queensland will grant Kelvin Grove State College the use of the Golf Queensland logo during the above stated period and this will enable the school to promote the recognition afforded by Golf Queensland. Note the school must submit to Golf Queensland for approval any new representations of the logo on materials or promotions at least 5 working days prior to use.
- Golf Queensland, where opportunity exists, will facilitate guest speakers for the talented golf program at Kelvin Grove SC.
- Golf Queensland will provide agreed coaching support for the Junior Sharks program of Kelvin Grove State College. The specific support to be provided for 2014 will be determined prior to the end of the school year in 2013. This will be specified through agreement of the relevant staff involved and included as an attachment to this document.
- Golf Queensland will provide occasional advice to Kelvin Grove SC staff regarding the establishment and development of golf programs. This will be broad based and not a level that would support daily operations. Specific assistance may include:



**Golf Queensland**

- Advice and limited hands-on assistance in the implementation phase of new programs, and
- General advice on the delivery of talent development programs including high performance methods, curriculum development and technology usage.
- Kelvin Grove State College staff will have access to national community coach education and certification programs run by Golf Queensland.
- Where resources allow, Golf Queensland will provide support to other joint projects that assist the development of golf and are of mutual benefit to both organisations.

In participating in the Recognition and Support Program of Golf Queensland Kelvin Grove State College will agree to continue to with its holistic approach to the development of golf in the school through the following:

- Kelvin Grove State College continues to promote and support MYGolf (the National Junior Program) as integral to the introductory golf programs.
- Kelvin Grove State College continues to operate a comprehensive golf program for talented players.
- If the opportunity presents, Kelvin Grove State College will promote the transition of students in its introductory golf programs toward the junior program of a golf club(s).
- Where resources allow, Kelvin Grove State College will provide support to joint projects that assist the development of golf and are of mutual benefit to both organisations.

If there are other ways that Golf Queensland is able to support the Kelvin Grove State College Golf School of Golf Excellence, and these are within our capabilities, we would be happy to discuss these with you.

If you are in agreement with the conditions of the program please indicate this by signing below and returning a copy to Golf Queensland.

I hope that you find these arrangements through the Golf Queensland Recognition and Support Program will be of benefit to the programs of Kelvin Grove State College.

Yours sincerely,

Lindsay Ellis  
Chief Executive Office – Golf Queensland

Regan Neumann  
Kelvin Grove State College - College Executive Principal

<b>School name</b>	Kelvin Grove State College
<b>Program of Excellence name</b>	Queensland Tennis School of Excellence

**Educational Partners**

- Queensland Tennis School of Excellence has been developed with support of Tennis Australia, The Australian Institute of Sport and Kelvin Grove State College (Department of Education Training and Employment) and has been in operation since 1984.
- Tennis Queensland

**Goals of program**

- The program is reflective of the college's strategic direction and school plan whereby "intellectual rigour, multiple learning pathways; schools of excellence; quality partnerships; a community enriched through cultural diversity and genuine relationships" are identified college characteristics (School Plan 2013) maintained through a strategic committee structure. The Schools of Excellence provide opportunities for multiple learning pathways via partnerships with external agencies and tertiary providers.
- The program is designed to emphasise four areas of study: Development of Tennis Skills, Development of Fitness ; Preparation for Tournaments ; Education of the Player and Career Options.

**Outcomes for students**

- Previous graduates have followed opportunities to play professional tennis on both the domestic or international circuit as well as accepted scholarships to United States universities.
- Contribution to the Queensland Certificate of Education - Certificate III Fitness for 8 QCE points.
- Certificate III Fitness is reported as a subject to parents inline with college reporting guidelines.
- Completion of the Certificate III Fitness enables tertiary opportunities in sport and recreation, leisure, human movements and physical education.

**Eligibility Criteria**

- Applicants must be of acceptable playing standard – A grade standard.
- Practical trial and interview conducted by College Tennis Coordinator and Tennis Queensland coaching staff.
- Ability to work with others as determined by proven exemplary record of attitude, industry and behaviour in a school community.
- Recent report card to demonstrate i. Academic record – not less than a C and ii. Effort and Behaviour - not less than a C.

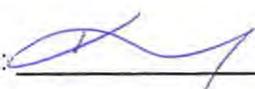
**Program of Excellence – Guide for enrolment capacity**

*(Only complete the relevant year levels)*

Program of Excellence name	Student capacity per year level (each school year)								
	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12
	25	25	25	25	30	30	30	30	30

**Impact on current facilities**

- The Tennis School of Excellence accesses the following facilities:
- 8 courts (7 hard and 1 grass) onsite at Kelvin Grove State College. This is a shared facility with the Health, Physical Education and Sport faculty.
  - Gymnasium onsite at Kelvin Grove State College. This is a shared facility with the Health, Physical Education and Sport faculty.

Principal Name: **KIM McNAMARA** Signature:  Date: 23/10/13

ARD Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

22 November 2013

**Kelvin Grove State College**  
L'Estrange Tce  
KELVIN GROVE QLD 4059



**Tennis Queensland**  
Queensland Tennis Centre  
190 King Arthur Terrace  
Tennyson Queensland 4105  
PO Box 2366  
Graceville Queensland 4075  
T +61 7 3120 7900  
F +61 7 3120 7929  
www.tennis.com.au/qld

Dear Kelvin Grove State College,

Tennis Queensland would like to thank you for your support throughout 2013. We're grateful for all your hard work at club level with organising competitions & tournaments, coaching & social programs and for providing great tennis facilities to allow everyone to enjoy playing the wonderful game of tennis. The Queensland tennis community has hundreds of dedicated club/association administrators – of which many are volunteers – in the Queensland tennis community, and we thank all of you for your dedication.

Each year we strive to enhance the benefits of affiliation, and are delighted to announce 2014 Tennis Queensland affiliation will include more benefits than ever before. One of the most valued inclusions is cover for Public Liability, Professional Indemnity and Directors & Officers Insurance. Your 2014 Certificate of Currency will be mailed to you in April as part of the 2014 Welcome Pack. If you require this earlier, please contact Tennis Queensland.

Other exciting benefits to expect next year include access to "Talk Tennis" consultancy sessions for club advice & support, My Tennis membership software & assistance, your club's own website, marketing collateral, editable marketing templates, club handbooks, discounts, rebates and much more. Throughout the year there will also be an opportunity to access more than \$30,000 in funding, including \$10,000 worth of grants awarded at the Tennis Queensland Annual President's Morning Tea. The lucky winners of the grants awarded at the President's Morning Tea will be drawn from all affiliates who have grown their My Tennis player registrations from 2012 to 2013.

We would like to once again extend an official invitation for **Kelvin Grove State College** to affiliate with Tennis Queensland in the 2014 calendar year. The details of your affiliation are outlined below:

**2014 Affiliation**

Affiliate name:	Kelvin Grove State College
Affiliation category:	Metro Independent Facility (no insurance provided)
2014 Fee:	\$1,025.00

The "2014 Fee" above is the total fee due in one installment by 31 March 2014 (note, it is CPI increase only). To keep it simple, there will be no other fees payable (player registration or other) for the remainder of the year. This is one of the key benefits of the revised affiliation model. An invoice for the above fee will be mailed to this postal address in the coming weeks. Please let us know if your contact details need to be updated prior to this send, or you have any questions about your fee.

**Early Bird Offer**

*All affiliates who have paid their 2014 affiliation fee by **28 December 2013** will also be entered into the draw to win a \$2,000 equipment pack for your club/centre/association and four boxes of Head Tennis balls. This will be drawn at the Annual President's Morning Tea on 30 December at the Brisbane International 2014.*

If you have any feedback on your Tennis Queensland affiliation, please contact us as your feedback is important. Thank you again for your efforts in 2013, and I look forward to seeing many of you at the Brisbane International for the Queensland Club Development Workshop and President's Morning Tea.

Kind regards,

**Cameron Pearson**  
Chief Executive Officer  
Tennis Queensland

Tennis Queensland  
Lawn Tennis Association Ltd  
ABN 60 807 713 544  
Trading as Tennis Queensland

## Metropolitan Region International Student Program (ISP) Capacity Agreement

All Principals, with a School Enrolment Management Plan, offering an International Student Program must negotiate with the Assistant Regional Director to reserve capacity for these students.

Principal to complete the following section:

<b>School Name:</b>	Kelvin Grove State College	<b>School Capacity:</b>	1904
<b>Number of places available in the International Program:</b>	20 Primary 90 Secondary		

**Provide details below of impact on current facilities:**

*(Please confirm the availability of specialist facilities that are required to deliver this program, e.g. ISP common room, specialised withdrawal room etc.)*

The International School at Kelvin Grove State College is allocated the following:

- 1 staffroom
- 1 tutorial room – sized to seat 15 students

All other facilities accessed by the ISP are shared facilities with the college community.

**Please outline how this program will contribute to the school community and why it is important for the school. Also add in any additional information that may be relevant:**

Kelvin Grove has a culturally diverse environment in which all our international students make a contribution. Every year we welcome students from these countries: Brazil, China, Germany, Korea, Thailand, Taiwan, Indonesia, Japan and Italy. Our international students contribute to the Kelvin Grove community through their participation in many aspects of the curriculum: academic competitions, sport, music, visual and performing arts.

The academic data of our international students is admirable. In each of 2006, 2008 and 2009 the Dux of the school was an International student - also gaining an OP1. Data from 2009 to 2012 indicates that 40 - 60% of eligible International students received an OP between 1-5.

P&C President Name: FABRIZIO RIDOLFI Signature:  Date: 23/10/13

Principal Name: KIM McNAMARA Signature:  Date: 23/10/13

Region to complete the following section:

<b>Is there an impact on the facilities as a result of this program?</b>	<b>Yes</b>	<b>No</b>
<b>Approved</b>	<b>Not Approved</b>	
<b>Comments:</b>		

ARD Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_