

Directions

under WorkReady

Accredited Training Service Agreement (ATSA)

Version 1.1 – 28 February 2016

Versions

Version	Date	Details
1.0	8/7/16	Original
1.1	28/02/17	<p>5 ENROLMENT AND TRAINING ACCOUNT PROCESS</p> <p>5.1 Service Provider's obligations prior to enrolment</p> <ul style="list-style-type: none">• Service Providers are not permitted to engage agents or brokers to promote training products.• Need to assess Participant's visa conditions. Website to establish this.

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1 BACKGROUND

1.1 Purpose

These Directions are for Service Providers who have executed a WorkReady Head Agreement (Head Agreement) and an Accredited Training Service Agreement (ATSA) with the Minister for Higher Education and Skills. The Service Provider must comply with the Directions at all times, as required by clause 8 of the Head Agreement.

Directions are designed to:

- expand on the Service Provider's responsibilities and obligations under the Head Agreement and the ATSA, rather than duplicate the basic requirements of these Agreements.
- assist and support the Service Provider to comply with the terms of the Head Agreement and the ATSA;

The Directions should be read in conjunction with relevant clauses in the Head Agreement and the ATSA.

1.2 Further information

For further information, advice or assistance regarding the Directions, contact the Skills and Employment Infoline by telephone on 1800 506 266 or by email at dsd.workready@sa.gov.au.

1.3 Terminology within the Directions

The terminology within the Directions is in accordance with the Head Agreement and the ATSA. Commonly used within these Directions are the following terms:

<i>Term</i>	<i>Meaning</i>
ASQA	Australian Skills Quality Authority
ATSA	Accredited Training Service Agreement
DSD	Department of State Development
Head Agreement	The WorkReady Head Agreement
RPL	Recognition of Prior Learning
Service Provider	Unless specified otherwise in the Directions, this means a service provider who has executed both a Head Agreement and an ATSA.
STL	Subsidised Training List
TGSS	Training Guarantee for SACE Students
Vocational units of competency; Foundation Skills units of competency	These terms are used to distinguish those units of competency that are within the Foundation Skills Training Package (FSK) and those that are within other courses on the Subsidised Training List. These terms are especially relevant in the Directions relating to Bridging Units , Subcontracting and Foundation Skills .

2 OFFICERS

RELATED DOCUMENTS



Head Agreement, clause 3: Contract Administration

Head Agreement, clause 14.17: Notices

Head Agreement, clause 1.1.12 and Schedule 1: Representative

ATSA, clauses 1.1, 36: Accountable Officer

ATSA, clauses 1.65, 33.3, 33.4, 37.1.8 and Schedule 1: Youth Officer

ATSA Direction: Training Guarantee for SACE Students

2.1 Representative

The Minister's and the Service Provider's Representatives, respectively, are nominated in Schedule 1 of the Head Agreement. The Representative is the party authorised to give and receive notices in relation to the Head Agreement and the ATSA.

2.2 Accountable Officer

The Accountable Officer is identified in Schedule 1 of the ATSA. The Service Provider must ensure it appoints and maintains as an Accountable Officer a person who has the appropriate qualifications and meets the criteria of this Direction. In addition to the requirements set out in clause 36 of the ATSA, the Accountable Officer must:

- Hold a Certificate IV in Training and Assessment, or higher related qualification;
- Have a minimum of 5 years of industry experience in the Vocational Education and Training (VET) sector.

2.3 Youth Officer

A Service Provider is not permitted to deliver training services to Participants who are under 18 years of age, or school enrolled students approved for WorkReady subsidised activity unless a Youth Officer has been appointed. The Youth Officer nominated in Schedule 1 of the ATSA must:

- reside in South Australia;
- maintain strong and effective working relationships with a Participant's school;
- inform the school about the Participant's progress, including providing timely advice about attendance, participation and results;
- provide or arrange appropriate learning support for each Participant as required;
- manage any non-school related Participant counselling and disciplinary matters.

In addition, a Youth Officer must:

- Hold a Certificate IV in Training and Assessment, or higher related qualification;
- Have a minimum of 3 years of industry experience in the VET sector;
- Provide evidence of a satisfactory criminal history assessment;
- Provide a copy of the Service Provider's lodgement letter of Child Safe Environment Compliance Statement from the Department of Education and Child Development (DECD).

2.4 Notification of changes to Officers

Any change to the Officers named above should be notified to the Minister's Representative by email at dsd.skillscontracts@sa.gov.au. Notification of changes relating to **Accountable Officer** and **Youth Officer** must be accompanied by supporting documentation to evidence the requirements set out above.

3 UPFRONT ASSESSMENT OF NEED



RELATED DOCUMENTS

ATSA, clause 26: Upfront Assessment of Need

ATSA, clause 30: Bridging Units

ATSA, Schedule 2: Eligibility and Entitlement Criteria

ATSA Direction: Learner Support Services

ATSA Direction: Foundation Skills

WorkReady website: [Upfront Assessment of Need Working Instructions](#)

3.1 Purpose

The WorkReady website provides the [Upfront Assessment of Need Working Instructions](#), together with a suite of templates, including:

- Learning and Support Plan
- Employment Services Referral Form
- Suitability and Support Needs Assessment Checklist
- Core Skills Profile for Adults Interpretation Report
- Learner Support Services Fact Sheet

The upfront assessment of need process occurs prior to every enrolment in a vocational or foundation skills course, and after a Service Provider has confirmed the individual's WorkReady eligibility and entitlement. The aim of the process is to ensure that:

- a high quality formal referral process underpins access to a subsidised training place for unemployed Jobseekers registered with an Australian Government employment service provider;
- only individuals who have the capacity to undertake a vocational course will have access to a subsidised training place;
- only where there is evidence of need will a Participant be provided with access to subsidised vocational or foundation Bridging Units or foundation skills courses;
- individual learning and support needs are identified early, and strategies are put in place to improve retention and completion outcomes;
- Jobseekers registered with an Australian Government employment service that are assessed to require literacy and/or numeracy training, and are eligible for Australian Government assistance from either Skills for Education and Employment (SEE) Program or the Adult Migrant English Program (AMEP), must be referred back to the employment service for assistance.

3.2 When is an upfront assessment of need required?

The upfront assessment of need is required for all prospective Participants seeking access to a training place in a WorkReady subsidised course.

The upfront assessment of need process is required for **apprentices and trainees**. However, it is recognised that the process may occur after the individual's Training Contract is established. The Service Provider will at the earliest opportunity ensure that the upfront assessment of need process is undertaken and that any identified literacy and numeracy issues or support needs are managed through the Learning and Support Plan. In the event that an apprentice or trainee is assessed to require a full Foundation Skills course, the Service Provider must seek an exemption from DSD to enable the apprentice or trainee to be enrolled in both their vocational course and the Foundation Skills course at the same time.

3.3 Implementing the upfront assessment of need

Service Providers are directed to implement upfront assessment of need in accordance with the [Upfront Assessment of Need Working Instructions](#) located on the WorkReady website.

Service Providers may access one-to-one support to assist them to implement the upfront assessment of need from one of the five Service Providers subsidised by DSD to provide a mentor/ 'buddy' support program.



RELATED DOCUMENTS

ATSA, Part E: Enrolment Process
ATSA, Schedule 2: Eligibility and Entitlement Criteria
ATSA Direction: Upfront Assessment of Need
ATSA Direction: Participant Agreement
WorkReady website: [Learner Support Services](#)

4.1 Purpose

Learner Support Services (LSS) comprise non-clinical case management for Participants with complex support needs impacting or likely to impact on their capacity to maintain and complete training. The provision of LSS is funded by DSD to increase the retention of Participants and course completions.

LSS is provided by Service Providers assessed by DSD as having the expertise and functional capacity to provide case management support. These providers are contracted by DSD to provide LSS to Participants undertaking courses on the Subsidised Training List. LSS providers can deliver LSS to their own Participants and also to Participants enrolled with other Service Providers.

4.2 Services provided

LSS provides individualised one-on-one case management through the delivery of support by a single case manager for each Participant. This provides consistency in the support relationship and encourages trust between the case manager and Participant. LSS case managers provide support to address complex issues of life, learning and transition. The types of LSS to be provided to the Participant are:

- Individualised learner case management;
- A listening ear and practical support to address life issues impacting on training;
- Research, referral and advocacy to government and non-government agencies for support services;
- Course and career counselling or referrals to these agencies;
- Liaison and advocacy with staff in the referring Service Provider;
- Identification and referral for literacy and numeracy support;
- In-class and study skills support;
- Assistance when on vocational placement.

LSS must not be delivered to:

- School enrolled students;
- Participants enrolled in accredited units of competency delivered through ACE Accredited Grant Projects or Jobs First Employment Projects;
- Participants enrolled in National Skill Sets;
- Participants enrolled in fee-for-service courses not on the Subsidised Training List.

4.3 Service Agreement

Service Providers are able to refer Participants for support from LSS providers by entering into a Service Agreement with an LSS service provider (a list is published on the [WorkReady website](#)). The Service Agreement includes:

- a description of the LSS Provider and the services it offers;
- a confirmation of the responsibilities of Service Providers to provide a supportive teaching and learning environment in accordance with ASQA standards;

- a requirement for referring Service Providers to undertake an Organisational Self-Assessment to demonstrate their existing student supports;
- an expectation that the referring Service Provider will collaborate with the LSS Provider in the ongoing support of the referred Participant;
- a flowchart describing the operational roles and responsibilities of both the referring Service Provider and the LSS Provider.

4.4 Decision to provide LSS

LSS is subsidised by DSD and is provided free-of-charge to Participants and referring Service Providers. If a Service Provider does not agree to enter into an LSS Service Agreement, the Service Provider will not be eligible to refer Participants for LSS.

To continue to refer Participants for support, the parties to the LSS Service Agreement must fulfil their roles and responsibilities as described in the Service Agreement. If an LSS Service Provider considers that the referring Service Provider is not fulfilling its roles and responsibilities under the Service Agreement, in the first instance the LSS Provider will work directly with the referring Service Provider to resolve the matter. If the matter is not resolved, DSD will make a decision about whether the referring Service Provider is fulfilling its role and responsibilities and what, if any, measures the referring Service Provider will need to take to continue to have access to LSS.

The assessment of the adequacy of a Service Provider's Underpinning Supports Self-Assessment Tool (on the [WorkReady website](#)) will be conducted by DSD. If DSD considers that the Service Provider has not provided sufficient information about its existing student support, or plans to address gaps, then DSD may request further information. If DSD considers the information to be inadequate, or that the information fails to describe a supportive teaching and learning environment in accordance with the expectations of the upfront assessment of need, then DSD may decide the Service Provider cannot access LSS.

The LSS Provider will assess the eligibility of individual Participants to access LSS. If there is a dispute by the referring Service Provider about this assessment, DSD will make a final, binding determination.



RELATED DOCUMENTS

ATSA, section E: Enrolment Process

ATSA, Schedule 2: Eligibility and Entitlement Criteria

ATSA Direction: Participant Agreement

ATSA Direction: Upfront Assessment of Need

ATSA Direction: Course Conditions

Visa Entitlement Verification Online (VEVO): www.border.gov.au/Busi/Visa/Regi

Skills and Employment User Guide: [Create Participant Profile and Training Account](#)

5.1 Service Provider's obligations prior to enrolment

The Service Provider's obligations in enrolling a new Participant are contained in section E of the ATSA. These obligations must not be subcontracted, or conducted through agents or brokers. They include:

- Conducting an upfront assessment of need (see **Upfront Assessment of Need** Direction).
- Ensuring that it is able to meet the individual and support needs of the Participant as identified in the upfront assessment of need.
- Ensuring that the Participant complies with the eligibility and entitlement criteria detailed in Schedule 2 of the ATSA. The assessment must consider:
 - Personal circumstances of the Participant (including school enrolment and employment status);
 - The non-school qualifications the Participant has attained;
 - The courses that the Participant is enrolled in at the date of the assessment;
 - All previous Training Accounts in the Participant's name.
- Assessing whether the Participant's individual visa conditions prevent them from undertaking training or work. A list of eligible visas for the purpose of accessing WorkReady subsidised training is published on the [WorkReady website](#). If visa type is not listed, a Service Provider may apply to DSD for an exemption to the eligibility criteria. Service Providers are responsible for confirming each Participant's study and work entitlements by registering with the Department of Home Affairs (DHA) to make use of the [Visa Entitlement Verification Online](#) (VEVO) service.
- Ensuring there are no course conditions on the Service Provider's Schedule 3 that would prohibit the enrolment of a Participant in the course (see **Course Conditions** Direction).
- Ensuring that a Participant Agreement is completed and signed by the Participant (see **Participant Agreement** Direction).
- Ensuring that the Participant has provided a WorkReady Employment Service Provider Referral Form with Parts A and B completed and signed if the Participant is an unemployed jobseeker registered with a Commonwealth Employment Service Provider.

- Providing Participants full and accurate information to enable them to determine if the course is appropriate for them, including:
 - duration of the course;
 - mode of delivery;
 - any required work placement arrangements;
 - delivery location;
 - hours of instruction;
 - related vocational pathways;
 - industry entry requirements for any related vocations or employment;
 - any legislative and licensing requirements regarding the course and/or its vocational pathway;
 - all fees and charges payable; and
 - if applicable, if any part of the course is arranged or delivered other than by the Service Provider.

5.2 Enrolment and Training Account

For the purposes of the ATSA, the enrolment of a Participant and the creation of a Training Account are inextricably linked, and should be undertaken on the same day. The reason for this is that while the enrolment agreement will commit the Service Provider to deliver the course, the Minister's liability to pay the subsidy will only be triggered if a Participant Profile and Training Account are created in the Skills and Employment Portal.

5.2.1 Entering into an enrolment agreement

The Service Provider must enter into an enrolment agreement with the Participant. The enrolment agreement must include the "Standard Enrolment Questions" published in the Australian Vocational Education and Training Management Information Statistical Standard (AVETMISS) VET Provider Collection Specifications and include declarations by the Participant that the Participant has:

- honestly and accurately provided information and evidence for the purposes of enrolment and eligibility; and
- consented to the collection, use and storage of personal information by the Service Provider; and
- been informed by the Service Provider that the enrolment may impact their future entitlement to government subsidised training.

5.2.2 Participant Profile

The Service Provider must collect information and evidence to create a Participant Profile in the Skills and Employment Portal. If the Participant already has a profile in the Skills and Employment Portal, this should be validated against the information collected by the Service Provider.

Any changes to the Participant Profile should be notified by completing a [Participant profile amendment form](#), published on the WorkReady website.

5.3 Creating and updating Training Accounts

Immediately after entering into an enrolment agreement, and creating a Participant Profile (or validating an existing Participant Profile), the Service Provider must create a Training Account in the Skills and Employment Portal.

The date included in the field "Training Commencing" in the Training Account should be no later than 30 days after the Training Account is created.

Over the period of training, the Service Provider must monitor the information in the Training Account to ensure its currency, including but not limited to the following aspects:

- concession type and expiry date of the Concession Card;
- period of leave from enrolment;
- specifying Bridging Units;
- the completion of training; and
- the issuance of a qualification including the parchment number.

The information in the Training Account must be accurate and supported by documentation.

5.3.1 Leave from Enrolment

The Service Provider must allow a Participant, on application, to take leave from enrolment in a course for a period of up to 6 months. The Service Provider must keep the Training Account active during the period of leave but must change the status of the Training Account to indicate that the Participant has taken leave from enrolment.

5.3.2 AVETMISS reporting

No later than 30 days after the Training Account is created, the Service Provider must submit the relevant AVETMISS NAT00120 file including:

- the Enrolment Activity Start Date for the units of competency in the course; and
- where a unit of competency has been completed, the relevant Outcome Identifier–National.

5.3.3 Monitoring the commencement of training

The Enrolment Activity Start Date for units of competency must be monitored and, where appropriate, updated and re-submitted in the Enrolment (NAT00120) file to ensure that the date reflects:

- when the training is planned to commence; or
- the actual commencement date; or
- where training has deferred, the new commencement date.

If the Service Provider determines that the enrolment has ceased, the Service Provider must terminate the enrolment and change the Training Account status to “Terminated”.

Before the expiry of 90 days from the Training Account creation date, the Service Provider should commence training and, if appropriate, submit a complete and valid subsidy claim for a resulted unit of competency. As a consequence, the Training Account status will automatically change to “Active with Activity”.

5.3.4 Monitoring participation

No later than 90 days after the Training Account creation date, if the Training Account status is “Active No Activity”, the Service Provider must assess the likelihood of the Participant commencing the training and either:

- terminate the enrolment and change the Training Account status to “Terminated”; or
- update the Enrolment Activity Start Date of the units of competency with the new commencement date(s) for the training.

The Service Provider must change the status of the relevant Training Account when a Participant completes the training or otherwise terminates the enrolment for the course.

To ensure compliance with the conditions and terms of the ATSA, if a Service Provider transitions a Participant to a replacement course (which is on its Schedule 3 schedule of courses) then the Service Provider must close the Training Account for the superseded course.

The following table summarises the Service Provider's obligations relating to reporting and monitoring of Training Accounts.

Timeframe	Service Provider reporting activity	Skills and Employment Portal generated Status of Training Account	Monitoring by Service Provider
On the same day as the enrolment agreement is entered into by the Participant	<ul style="list-style-type: none"> Establish the Training Account. Record the "Training Commencing" date in the Training Account which should be no later than 30 days after the Training Account creation date. Forward completed Participant Agreement to DSD 	Training Account creation data is set by the Skills and Employment Portal – "Active No Activity"	<p>Throughout enrolment and training delivery, the Service Provider must monitor enrolments and the activity of each Participant.</p> <ul style="list-style-type: none"> If the Participant has ceased the training services or is no longer enrolled, terminate the Training Account. When the Participant has completed the course, and has been issued the qualification, change the status of the Training Account to "Qualification Issued" .
No later than 30 days after the Training Account creation date	<ul style="list-style-type: none"> Submit the Enrolment Activity Start Date in the Enrolment NAT00120 file; or If the enrolment has ceased, terminate the Training Account 	<p>"Active No Activity"</p> <p>"Terminated"</p>	
No later than 90 days after the Training Account creation date	Commence training	"Active No Activity"	
	Submit the Outcome Identifier -National in Enrolment NAT00120 file for a resulted unit of competency.	When a claim is submitted to the Skills and Employment Portal, the Training Account status changes to "Active With Activity"	
	Monitor all Training Accounts that are "Active No Activity". If there is no Participant activity, close Training Account and terminate enrolment. Alternatively, the Participant may be given "Leave from Enrolment".	<p>"Terminated"</p> <p>"Leave from Enrolment"</p>	

6 PARTICIPANT AGREEMENT

RELATED DOCUMENTS



ATSA, Part E: Enrolment Process

ATSA, clause 37: Service Provider's Obligations

ATSA, clause 12.6: Payment of subsidies

ATSA Direction: Upfront Assessment of Need

ATSA Direction: Enrolment and Training Account

WorkReady website: Participant Agreement – Collection and Use of Personal information.

6.1 Processing a Participant Agreement

A Participant Agreement must be completed and forwarded to DSD as part of the WorkReady enrolment process.

The Service Provider is required to:

- Ensure a Participant Agreement is completed and signed prior to enrolment (see [Participant Agreement – Collection and Use of Personal Information](#)).
- Ensure a Participant enrolment form is completed and signed.
- Enter data into the Skills and Employment Portal to allocate a Participant Number and create the Participant Profile.
- Enter the Participant Number on Participant Agreement, enrolment form, and in the Service Provider's management system.
- Provide the Participant with Participant Number.
- Create a PDF copy of the signed Participant Agreement, and save it in the following format:

Participant number [space] first name [space] first name
(for example, **AA123456A Citizen John**)

- Attach the PDF copy to an email and send to DSD on **DSD.Skillsforallstudentagreement@sa.gov.au** (multiple Participant Agreements can be attached to one email subject to server capacity).

6.2 When is a new Participant Agreement required?

A Participant Agreement must be completed at the time of first enrolment from 1 July 2015. Therefore, a Participant is not required to enter into a new Participant Agreement for subsequent enrolments with the same Service Provider after 1 July 2015.

7 COURSE CONDITIONS



RELATED DOCUMENTS

ATSA clause 10: Course Conditions

ATSA clause 11: Variation to Schedules 3, 4 and 5

ATSA, Schedules 3, 4 and 5

WorkReady website: WorkReady Subsidised Training List

The Service Provider must comply with any course condition imposed by the Minister. The Subsidised Training List (STL) published on the WorkReady website displays all current course conditions. Course conditions are also represented in Schedules 3, 4 or 5 of the ATSA.

Course conditions will impact those training accounts created from the effective date of the condition, as reflected in the STL.

7.1 No New Enrolments Date

This represents the date from which training accounts cannot be created for a course. The STL and Schedule 3 will show two types of No New Enrolments Dates, i.e.

- No New Enrolments (Superseded) indicates that the course is superseded, which generally occurs 12 months from the date the superseded course was replaced on the national register (training.gov.au).
- No New Enrolments (WorkReady) is a date imposed by the Minister.

7.2 Fee Free

This indicates that the course is fully subsidised and no Participant Course Fee can be charged. Only those courses designated on the STL as Foundation Skills Courses are fee free.

7.3 TAFE SA only

This condition indicates that subsidised training places are available only for TAFE SA.

7.4 Non-TAFE SA – TGSS only

Non-TAFE SA Service providers may only create Training Accounts in these courses for school enrolled Participants who have:

- An approved TGSS arrangement in place; or
- Who are under a school-based training contract (ASBA)

7.5 ASBA and TGSS

Training Accounts may only be created for Participants who either have a school-based Training Contract or who are under TGSS arrangements.

7.6 TGSS conditions

There are two identifiers on the STL that relate to Training Guarantee for SACE Students (TGSS), i.e.

- **TGSS approved** means that the course is available for, but is not limited to, TGSS Participants.
- **TGSS only** indicates that training accounts with this condition may be created only for TGSS Participants.

7.7 Training Contracts Only

This course condition indicates that the course is only available for apprentices and trainees under a Training Contract, including a school-based training contract (ASBA). Hence, when creating a Training Account in the Skills and Employment Portal, a Service Provider must complete the Training Contract number in the relevant field.

Interrelationship of Training Contract with Training Account

When enrolling a Participant in a course impacted by a Training Contract condition, the Service Provider must ensure that:

- The Training Contract number (accessible through VETA) is known, and entered into the required field in the creation of a Training Account.
- The Participant's Training Plan is submitted in VETA.

The Service Provider may create a Training Account and deliver training while the Training Contract is pending approval. However, training subsidies will not be paid until the status of the Training Contract is **"Approved"**. If a Training Account is created and training commences before the Training Contract is approved, the Service Provider accepts the risk that no subsidies will be paid if the Training Contract is subsequently declined.

7.8 Allocated places

The STL will show an allocation of funded places for TAFE SA and non-TAFE SA Service Providers, respectively. Some of the indicators relating to allocated places are listed below.

- The columns on the STL relating to number of places available apply for a 6-month period, (see heading **"Places Effective 1/1/2016 to 30/6/2016"**), subject to a review for the next 6-monthly period.
- A **"-(dash)"** indicates that no training accounts may be created for new Participants within the current period.
- The allocation column may also indicate course conditions that relate specifically to Non-TAFE SA Service Providers, i.e. **ASBA**, **TGSS** or **Jobs First**, or a combination of the three.
- **Unlimited** indicates that there is no limit to the number of Training Accounts that can be created, provided that the course is on the Service Provider's WorkReady scope, and provided that other conditions for the course are met (typically traditional trade courses where the condition is "Training Contracts Only").



RELATED DOCUMENTS

ATSA, clause 12: Payment of Subsidies

ATSA, clause 14: Repayment Event

ATSA, clause 32: Fees

ATSA, Schedule 1, Item 8: Subsidies for Accredited Training

WorkReady website: [Location loading postcode search](#)

8.1 The subsidy

The subsidy comprises:

- Training subsidy, based on completion of a unit of competency, inclusive of delivery location loadings, adjustments and concession and exemption of Participant Course Fees.
- Completion payment on completion of the course.

The training subsidy is determined in accordance with the following formula:

$$\frac{((\text{Base Rate} \times (1 + \text{Delivery Location Loading})) - \text{AQF Reduction}) \times \text{Course Adjustment} \times \text{Result Code Adjustment} \times \text{Payment Hours}}{1}$$

where:

- Base Rate is determined according to the field of education that a unit of competency or accredited module is assigned to, and represents the deemed hourly cost to deliver the training.
- Delivery Location Loading is a loading that may be added if the training is delivered outside the Adelaide metropolitan area.
- AQF Reduction is based on the AQF level and applied to the Base Rate after the Delivery Location Loading is taken into account. This reduction is deemed to be the Participant Course Fee.
- Course Adjustment: The Minister may adjust the subsidy for a particular course.
- Result Code Adjustment is the adjustment made according to a result code, e.g. Recognition of Prior Learning.

8.2 Delivery location loading calculation

A unit of competency completed by a Participant may attract an additional payment if the delivery location of the training services is outside the Adelaide metropolitan area and is informed by details about the delivery location and delivery mode.

The AVETMISS Training Organisation Delivery Location (NAT00020 file) must specify for each Participant the location where the training is delivered for each completed unit of competency.

In addition, the Delivery Mode Identifier in the AVETMISS NAT00120 Enrolment File must identify the predominant mode of delivery for each unit of competency, as follows:

- For classroom-based and employment-based delivery modes (AVETMISS Delivery Mode Identifier 10 and 30 respectively), the delivery location for a unit of competency is the predominant location where the training is conducted.

- For electronic and correspondence-based delivery modes (AVETMISS Delivery Mode Identifier 20 and 40), which may include correspondence-style, web-based, computer based, on-line, radio, television, videoconference or audio conference, the delivery location for a unit of competency is the predominant location where the training is coordinated.
- For Recognition of Prior Learning (RPL), the delivery location is determined by the mode of delivery of the RPL (i.e. classroom, electronic or correspondence) as described above.

Service Providers can obtain more detailed information of the location loading for postcodes and specific suburbs using the search tools on the WorkReady website (see [Location loading postcode search](#)). The location loading classifications and additional subsidy loadings are listed in the table below:

Highly accessible	0%
Accessible	10%
Moderately accessible	20%
Remote	30%
Very remote	40%
Interstate	0%

8.3 Recognition of Prior Learning

The use of Recognition of Prior Learning (RPL) will be closely monitored by DSD, as the attainment of any qualification funded under WorkReady is expected to comprise substantial skill and knowledge development, rather than large amounts of RPL activity. Where most of the qualification is likely to be achieved through RPL, it is expected that the Service Provider will assess and support the Participant to enrol in a higher level qualification to ensure that skill levels are increased.

The subsidy paid for RPL (AVETMISS result code **51 or 52**) in a unit of competency completed by a Participant enrolled in a course at Certificate III and above is **50%** of the published subsidy inclusive of the location loading.

A subsidy will not be paid for RPL for Participants enrolled in:

- Skill Sets;
- Skill Clusters;
- Certificate I or II Courses;
- Bridging Units;
- Foundation Skills courses.

8.4 Completion Payment

On completion of a qualification, a Completion Payment may be payable, in addition to the subsidy. This varies according to the qualification level, as follows:

Certificate I or II	\$0
Certificate III or IV	\$200
Diploma or Advanced Diploma	\$400
Skill Sets	\$0
Skill Cluster	\$0

To qualify for the Completion Payment, the Service Provider must:

- Change the Participant's Training Account status to "Qualification Issued"; and
- Enter into the Training Account the parchment number and date issued.

8.5 Participant Course Fee Concession Reimbursement

A Participant enrolled in a course for which a course fee can be charged will be eligible for a Participant Course Fee Concession if, at the **commencement of training in a unit of competency** in the course, the Participant holds a current:

- Health Care Card; or
- Pensioner Concession Card; or
- Veteran Affairs Concession Card.

The Service Provider must offer a Participant Course Fee Concession to a Participant who holds one of the above concession cards, and the level of concession must be commensurate with DSD's calculation of concession reimbursement described in the next section.

A Participant enrolled in a course for which a fee can be charged will be eligible for a Participant Course Fee Concession if the Participant is a **prisoner** in a South Australian correctional institution. This includes all prison inmates, detainees, people on remand, those held in South Australian institutions in connection with the commission of an offence, and extends to children in South Australian detention centres who are beyond the age of compulsory schooling. Generally, this group of Participants may be referred to a Service Provider through a Prisoner Education Officer.

The Service Provider must seek evidence of eligibility for a Participant Course Fee Concession from the Participant and record this in the Participant's Training Account to ensure that the correct subsidy is paid.

The Service Provider must ensure the information about concession eligibility recorded in the Training Account for each Participant is current and maintained throughout the period of the enrolment.

The concession subsidy will only be paid for a resulted unit of competency if the expiry date of the Concession Card is later than the Enrolment Activity Start Date for the unit of competency.

Where a Service Provider gives a participant a concession, and the expiry date of the Concession Card is later than the Enrolment Activity Start Date for the unit of competency, the Service Provider will be reimbursed by the Minister for the Concession saving passed on to the participant, up to a maximum of \$1.35 per hour. The reimbursement cannot be more than the concession given to the participant.

8.5.1 Calculation of concession reimbursement

The concession reimbursement payable by the Minister is the standard Participant Course Fee for the course, minus \$0.50 per hour of training delivered, to a maximum of \$1.35 per hour. The table below shows examples of concession reimbursement, based on the standard Participant Course Fee charged by the Service Provider.

<i>Example</i>	<i>Standard Participant Course Fee</i>	<i>Concession reimbursement</i>	<i>Participant pays</i>
A	\$0.50 per hour	\$0	\$0.50 per hour
B	\$0.80 per hour	\$0.30 per hour (\$0.80 - \$0.50)	\$0.50 per hour
C	\$1.85 per hour	\$1.35 per hour (\$1.85 - \$0.50)	\$0.50 per hour
D	\$2.50 per hour	\$1.35 per hour	\$1.15 per hour

The calculation of a concession reimbursement is based on the information provided by the Service Provider in the creation of a Training Account.

Note: The concession course fee that the Participant is charged is managed by the Service Provider outside of Skills and Employment systems.

8.6 Participant Course Fee exemption

Participants over the age of 16 and who are, or have been, under the Guardianship of the Minister for Education and Child Development (or interstate equivalent) on any guardianship order, will be eligible for a Participant Course Fee exemption.

Where a Participant is entitled to an exemption of the Participant Course Fee, the Service Provider must not impose a Participant Course Fee.

The Subsidy Calculator will enable the Service Provider to estimate the subsidy payable for completed units of competency for Participants who are entitled to a Participant Course Fee exemption.

8.7 Bridging Units

A subsidy will be payable for up to five (5) Bridging Units completed by a Participant enrolled in a full qualification (see **Bridging Units** Direction).

8.8 Attempts at a unit of competency

A subsidy will be paid for up to three (3) separate attempts by a Participant to complete a unit of competency. An attempt by a Participant comprises enrolment, training activity and assessment of the unit of competency.

A subsidy will be payable for an attempt in the same or equivalent unit of competency if an AVETMISS result code has been recorded in the Participant's Funded Training History as Competency Not Achieved/Fail (**30**) or Recognition of Prior Learning Not Achieved (**52**) **and**

- the Participant has subsequently re-enrolled and been re-assessed in the same unit of competency; **and**
- the Service Provider maintains evidence to this effect; **and**
- a Subsidy has been paid for the same unit of competency no more than twice.

8.9 On-Job training and employer-based delivery

No subsidy will be payable to a Service Provider where the training services are delivered or provided by the employer of the Participant, and where the Service Provider's role is to validate the achievement of competency and issue the qualification or statement of attainment.

No subsidy will be payable for a course completed by a Participant who is under a **Training Contract** where the Participant and the employer select the "on-job" option in the approved Training Plan as required under the *Training and Skills Development Act, 2008*.

8.10 Result codes

The result codes for which a payment will be made are detailed in Schedule 1 of the ATSA and replicated below.

<i>AVETMISS result code</i>	<i>AVETMISS result code descriptor</i>
20	Competency achieved/pass
30	Competency not achieved/fail
51	Recognition of Prior Learning granted
52	Recognition of Prior Learning not granted

8.11 Claim adjustment resulting in subsidy adjustment

Subsidies may need to be recovered, or additional subsidies paid, as a result of:

- Data reported into STELA that was not complete, compliant and accurate as required by AVETMISS and Directions; or
- Data re-reported into STELA that has been amended and may reflect a different subsidy calculation (for example, a change in delivery location); or
- The Minister has miscalculated a claim value.

Claim adjustments will be undertaken on a monthly, quarterly and annual basis, as described below. Resulting subsidy adjustments will be limited to activity within the current AVETMISS reporting period, i.e. no subsidy adjustment will occur if the data cannot be reported under AVETMISS.

Note, however, that any repayment due as a result of a breach of the ATSA (clause 14 - Repayment Event), the repayment will not be limited to activity within the current AVETMISS reporting period.

Monthly and quarterly

Monthly as part of the subsidy claim period, and quarterly as part of the AVETMISS reporting period, a reconciliation of subsidies paid identifies any data discrepancies. Where appropriate, Service Providers will be given the opportunity to amend their data. There may be instances where a recovery or additional payment will occur.

AVETMISS reporting period

At the conclusion of each AVETMISS reporting period (i.e. calendar year), there will be a reconciliation of subsidies paid compared to data reported. The reconciliation will investigate:

- Data no longer being reported by a Service Provider;
- Data still being reported, but no longer coded with the correct Fund Source Indicator; and
- Data still being reported, but the result code has changed and is no longer a payable result code.

Reports will identify data integrity issues highlighted by the reconciliation. The Service Provider will be given the opportunity to amend records where appropriate. Discrepancies that cannot be amended may result in recovery action.



RELATED DOCUMENTS

ATSA, clause 32: Fees

ATSA, clause 32.3: Incidental Fees

ATSA Direction: Marketing

ATSA Direction: WorkReady Subsidy (Participant Course Fee Concession Reimbursement)

ATSA Direction: WorkReady Subsidy (Participant Course Fee Exemption)

9.1 Collection of Participant Course Fee

WorkReady subsidy levels are premised on the principle of co-investment, i.e. that in addition to the subsidy, there will be a financial contribution for the training in the form of a Participant Course Fee paid to the Service Provider by the Participant, the employer of a Participant, or some other person or body. Hence, there is an expectation that the Service Provider will charge a Participant Course Fee, unless otherwise specified by the Minister (see below). The Participant Course Fee cannot be paid or waived by the Service Provider.

Where a Participant Course Fee is payable, the Service Provider must record it accurately in the creation of a Training Account and must retain evidence of the collection of the fee.

In accordance with the ATSA, Service Providers must publish full and accurate information on Participant Course Fees, and any Incidental Fees. The Service Provider must not charge additional fees such as administration or enrolment fees.

Service Providers must not charge Participants a full fee for service fee upfront, and then reimburse the Participant with the WorkReady subsidy when it is received.

9.2 Courses on which a Participant Course Fee cannot be imposed

The Service Provider may not collect a Participant Course Fee in the following circumstances:

- Foundation Skills courses (FSK); or Bridging Units sourced from the Foundation Skills training package.
- Participants who are entitled to an exemption of the Participant Course Fee (see **WorkReady Subsidy Direction**).



RELATED DOCUMENTS

ATSA, clause 30: Bridging Units

ATSA, clause 26: Upfront Assessment of Need

ATSA Direction: Upfront Assessment of Need

ATSA Direction: Enrolment and Training Account Process

10.1 Background

Bridging Units are units of competency or accredited modules that support the Participant's successful completion of a qualification.

All prospective Participants seeking access to a training place in a publicly subsidised course must undergo an upfront assessment of need. Based on the results of both the initial and diagnostic assessment, a Service Provider may create a Training Account and select up to **five Bridging Units** per qualification in addition to the units of competency that are part of the qualification in which the Participant is enrolled. Bridging Units can be vocational or foundation skills units of competency.

At times, the need for Bridging Units may be identified after the Training Account has been created and the Participant has commenced training. Where this occurs, up to five units of competency identified to support a Participant's additional needs can be added to a Participant's active Training Account as Bridging Units. Evidence to support this decision must be in accordance with the upfront assessment of need requirements, and record keeping requirements.

10.2 What units can be selected as Bridging Units?

Up to five (5) units of competency can be selected as Bridging Units where it has been identified that the Participant will require additional support to complete the course successfully.

Bridging Units can be foundational (selected from the Foundations Skills Training Package - FSK), or vocational (selected from other, non-foundational courses on the Subsidised Training List).

A Bridging Unit must not:

- be identified as a core or elective unit of competency in the course in which the Participant is enrolled (as published on the training.gov.au website, the Training Package Implementation Guide, Qualification Packaging Rules or the curriculum document for an Accredited Course); or
- change the intent of the course or 'top up' and extend training over and above the training package rules; or
- be used within projects that purchase Skill Sets or Skill Clusters; or
- be used for school enrolled Participants approved for a WorkReady subsidised activity.

The decision to undertake Bridging Units, either prior to the commencement of the selected course, or integrated in the delivery of the selected course, is to be determined by the Service Provider based on evidence collected through the upfront assessment of need process, in consultation with the Participant.

10.3 Subcontracting delivery of Bridging Units

The Service Provider may engage a third party to provide specific training and assessment for Bridging Units in accordance with the **Subcontracting** Direction.

10.4 Record keeping and compliance issues

DSD will monitor the use of Bridging Units closely to ensure their appropriate application.

Service Providers must retain in the Participant's file all records associated with the selection, determination and completion of Bridging Units. Specifically, there must be clear evidence that:

- the Participant was fully informed of the decision to include additional units as Bridging Units;
- the Service Provider has conducted an upfront assessment of need that identifies the need to include Bridging Units in a Participant's study plan; and
- the Bridging Units selected will assist the Participant in completing the course.

DO

- Conduct an upfront assessment of need for each Participant and carefully determine the need for Bridging Units based on the assessment.
- Select appropriate Bridging Units that are specific to the learning needs of Participants to assist them in the successful completion of a course.
- Ensure that the bridging unit is drawn from a course on the Subsidised Training List.
- Add the bridging unit to the Participant's Training Account prior to the commencement of training. Bridging Units can be added or edited while a Training Account is active (refer to Skills and Employment User Guide: Create Participant Profile and Training Account).
- Maintain all evidence that supports the determination and selection of Bridging Units for each Participant.

DO NOT

- Use Bridging Units if the Participant is enrolled in a Skill Set or Skill Cluster.
- Select as Bridging Units those units of competency that are listed as prerequisites for the course in which the Participant is enrolled.
- Select as Bridging Units those units of competency that are core or elective units for the course in which the Participant is enrolled.
- Use Bridging Units to assist Participants in gaining additional skills that are over and beyond the training package qualification in which the Participant is enrolled.
- Select Bridging Units for the purpose of the Participant complying with any licensing, legislative or compliance requirements.
- Use Bridging Units for school enrolled students.



RELATED DOCUMENTS

ATSA, clause 26: Upfront Assessment of Need
ATSA, clause 30: Bridging Units
ATSA, clause 35: Subcontracting
ATSA, clause 10: Course Conditions
ATSA Direction: Enrolment and Training Account

11.1 Purpose

WorkReady connects Participants who are assessed to need foundation skills development to support their success in training and skills activity. Foundation skills are supported both at the course level, and at the unit of competency level where the units of competency equip Participants with the foundation skills required to complete their course successfully and attain a qualification.

Foundation skills¹ encompass the core skills defined by the Australian Core Skills Development Framework (ACSF) and are the combination of:

- English language literacy and numeracy (LLN) – listening, speaking, reading, writing, digital literacy and use of mathematical ideas; and
- Core Skills for Work (CSfW) required for participation in modern workplaces and contemporary life. CSfW includes skills in collaboration, problem solving, self-management, learning, information and communication technology (ICT) skills.

Information on the ACSF can be found at: <http://www.education.gov.au/australian-core-skills-framework>.

Information on the CSfW can be found at: <http://www.education.gov.au/core-skills-work-developmental-framework>.

11.2 Scope

Foundation Skills courses are identified on the WorkReady Subsidised Training List (STL) and are annotated as “Fee Free”. Foundation Skills courses are available to Participants who are assessed to need them through the upfront assessment of need process. Participants cannot be charged a Participant Course Fee for Foundation Skills Courses (Refer to Direction on WorkReady Subsidy).

To support qualification completions, Foundation Skills Bridging Units, drawn from the Foundation Skills (FSK) Training Package, are available at every qualification level for those assessed to need them. Participants cannot be charged a Participant Course Fee for units of competency drawn from the FSK Training Package as Bridging Units. Foundation Skills Bridging Units can only be used where the Participant is undertaking a vocational course. Foundation Skills Bridging Units cannot be used where the Participant is undertaking a course deemed to be a Foundation Skills course.

Participants who require a Foundation Skills Course must either complete the course or demonstrate that they are at the minimum literacy and numeracy level as determined by the [Upfront Assessment of Need Working Instructions](#) before they can enrol in a publicly subsidised vocational course. Where a Participant

¹ National Foundation Skills Strategy for Adults 2012 page 2.

reaches the designated ACSF exit level prior to a qualification being issued, the Service Provider must close the foundation skills Training Account in order to create a new Training Account.

School enrolled students are not eligible for Foundation Skills Courses or Bridging Units (foundation or vocational), as responsibility for literacy and numeracy remains with the school.

11.3 Foundation Skills delivered from the FSK Foundation Skills Training Package

FSK Foundation Skills Training Package includes three courses and 91 units of competency which provide the foundation skills required for vocational education and training, for a range of skill levels aligned to the ACSF.

FSK Training Package courses are:

- FSK10113 Certificate I in Access to Vocational Pathways
- FSK10213 Certificate I in Skills in Vocational Pathways
- FSK20113 Certificate II in Skills for Work and Vocational Pathways.

11.4 Who can deliver foundation skills?

Service Providers with courses from the FSK Training Package on their ASQA scope may apply to add these courses to their WorkReady scope (Schedule 3).

The WorkReady website provides instructions on how to apply to add FSK Training Package Courses to the Schedule 3 schedule of courses (<http://www.skills.sa.gov.au/for-training-providers/about-workready-contracts/apply-to-vary-your-contract/adding-foundation-skills>).

Service Providers applying to add the FSK Training Package to their WorkReady scope must describe their trainers' qualifications and expertise in the [FSK Foundation Skills staff matrix](#) and submit it as part of their application for variation to the Schedule 3 schedule of courses.

11.4.1 FSK Foundation Skills Training Package Courses

A Service Provider may only deliver a FSK Training Package course in its entirety where the training services are delivered by literacy and/or numeracy trainers and assessors who hold at minimum:

- a literacy and/or numeracy qualification at the Certificate IV level; and
- TAE40110 Certificate IV in Training and Assessment; and
- at least 2 years' full time experience in teaching and assessing literacy and/or numeracy in the VET sector.

DSD will closely monitor enrolments in Foundation Skills Courses to ensure their appropriate application.

11.4.2 Bridging Units of Competency

A Service Provider may only deliver units of competency from the FSK Training Package as Bridging Units of competency where the training services are delivered by vocational trainers and assessors who hold at minimum:

- a vocational qualification in their field of expertise at least to the level of the course being delivered; and
- TAE40110 Certificate IV in Training and Assessment; or

- hold the Skill Set “TAESS00009 Address Foundation Skills in Vocational Practice” from the Training and Education (TAE) Training Package, and have regular access to a literacy and/or numeracy trainer and assessor; or
- is enrolled in and undertaking the Skill Set “TAESS00009 Address Foundation Skills in Vocational Practice” from the Training and Education (TAE) Training Package and is under the direct supervision of a literacy and/or numeracy trainer and assessor.

DSD will monitor enrolment in Foundation Skills Bridging Units closely to ensure their appropriate application.



RELATED DOCUMENTS

ATSA, clause 35: Subcontracting
ATSA Direction: Upfront Assessment of Need
ATSA Direction: Bridging Units
ATSA Direction: Foundation Skills
ATSA Direction: Enrolment and Training Account Process

12.1 Purpose

The Service Provider must not subcontract accredited training otherwise than in accordance with this Direction.

In line with the Standards for Registered Training Organisations 2015, arrangements previously referred to as 'partnerships', 'auspicing' or 'subcontracting' will in this Direction be referred to as '[third party arrangements](#)'.

Under a third party arrangement:

- The primary Service Provider creates the Training Account and adds the units of competency to be delivered.
- The third party delivers the training and assessment for the agreed unit(s).
- The primary Service Provider reports, and is paid for, the training.
- The primary Service Provider must pass on to the third party the full subsidy for the training and assessment of the agreed units of competency.

12.2 What can be delivered under third party arrangements?

Bridging Units and other specialist units of competency may be delivered under third party arrangements as outlined below.

12.2.1 Bridging Units of competency

Where the need for Bridging Units has been identified in the upfront assessment of need process, and subject to the appropriate use of Bridging Units as outlined in Directions, **up to 5 Bridging Units of competency** per qualification may be selected and delivered by a third party as follows:

- Foundation Skills units of competency from the FSK training package may delivered by a third party, providing the third party is a WorkReady Service Provider and has the FSK training package on its ATSA scope; or
- Vocational units of competency (being units of competency not within the FSK Training Package) that meet the definition and requirements of a Bridging Unit may delivered by a third party, providing the third party is a WorkReady Service Provider, and the vocational units of competency are within qualifications in the third party's ASQA scope of registration.

Bridging Units are additional to the maximum number of units payable for the qualification.

12.2.2 Specialist units of competency delivered by a WorkReady Service Provider

For the purposes of this Direction, “specialist units” are units of competency within a qualification that is on the Service Provider’s WorkReady scope. In cases where the Service Provider cannot, or chooses not to, deliver these units, it may engage a third party to deliver up to **2 specialist units** of competency per qualification, provided that the third party is a WorkReady Service Provider and provided that the specialist units are sourced from qualifications on the third party’s ASQA scope of registration .

Specialist units of competency count towards the maximum number of units payable for the qualification.

12.2.3 Specialist units of competency delivered by a non-WorkReady Service Provider

Specialist units are units of competency within a qualification that is on the Service Provider’s WorkReady scope. Where the Service Provider cannot, or chooses not to, deliver these units, it may, **subject to the Minister’s prior approval**, engage a third party that is not a WorkReady Service Provider to deliver up to **2 specialist units** of competency, provided that the specialist units are sourced from qualifications on the third party’s ASQA scope of registration.

12.3 Reporting and Subsidy

The primary Service Provider that engages a third party remains responsible for reporting the training and assessment activity. The subsidy paid to the primary Service Provider must be passed on in full to the third party.

The training and assessment delivered by the third party must be in accordance with the terms of the ATSA, which provides that no Participant Course Fee will be charged for any units of competency sourced from the Foundations Skills Training Package (FSK).



RELATED DOCUMENTS

Head Agreement, clause 10: Marketing/Promotion/Publicity
Head Agreement, clauses 1.1.7 and 6.8: Inducement
ATSA, clause 32: Fees
ATSA, clause 37: Service Provider's Obligations
ATSA Direction: Participant Course Fees

13.1 Advertising WorkReady funded activity

In all advertising and promotional material (including websites and other media) related to activity funded through WorkReady, the Service Provider must:

- include the statement: 'Eligibility criteria apply' or 'Visit www.skills.sa.gov.au for eligibility criteria';
- clearly identify any conditions that exist in relation to the activity; and
- clearly identify any Participant Course Fees and details of any other incidental expenses and costs that may be incurred by the Participant.

Private Service Providers must either:

- attach the WorkReady logo as detailed below together with the 'Supported by Government of South Australia' logo; or
- include the statement: 'Supported through WorkReady by the Government of South Australia' together with the 'Supported by Government of South Australia' logo.

TAFE SA must attach the WorkReady logo as detailed below and/or include the statement: 'These Courses are funded through the Government of South Australia's WorkReady initiative.'

13.2 WorkReady Logo

The Service Provider will receive image files (.jpeg, .eps., .png and .pdf) of the WorkReady logo and the 'Supported by Government of South Australia' logo for its use.

Use of the logo is restricted to activity the Service Provider is contracted to deliver under WorkReady.

The Service Provider must not alter the image templates in any way. No part of the image may be recreated or redrawn and the logo must always retain its original colour and proportions. The logo may not be rotated.

The minimum size of the WorkReady logo is 5mm ('W' cap height). This applies to every design form, variation, and all applications. The wordmark must be reproduced in relevant proportion to the scale of the design in which it appears.

The identity must be protected by an isolation zone of clear space at all times (this applies to every version and all applications).

A clear space, of which the measurement is derived from half the height of the 'W' in the WorkReady lettering, must surround the identity on all sides. It must be free of background colour changes.



RELATED DOCUMENTS

ATSA, clauses 40: Records

ATSA clause 12: Payment of Subsidies

ATSA clause 37: Service Provider's Obligations

ATSA, Schedule 1, Item 8: Subsidies for Accredited Training

14.1 Evidence of existence

The Unique Student Identifier (USI), as prescribed in the Student Identifiers Act 2014, is sufficient evidence of existence as required under clause 37.1.7 of the ATSA.

14.2 Records

The Service Provider will maintain full complete and accurate records including but not limited to the following:

- Evidence of the achievement by a Participant in resulted units of competency as specified by AVETMISS;
- Evidence of each Participant's participation in training and assessment activities, including attendance records, records of assessment and records of results;
- Evidence to confirm entitlement and eligibility for each Participant enrolled in training services;
- Evidence that each Participant has entered into a Participant Agreement and enrolment form;
- Evidence of compliance with the requirements for apprentices and trainees and compliance with the requirements for the Training Guarantee for SACE Student scheme and the requirements for any other particular program as specified by the Minister;
- Evidence to confirm that each Participant enrolled in a course meets the minimum entry requirements for the Course (inclusive of any Bridging Units to be completed);
- Evidence that it has conducted the assessment required by clause 12 and the results of that assessment;
- Evidence that it has conducted the assessment of eligibility and entitlement required by clause 8 and the results of that assessment;
- Evidence that it has conducted the assessment of suitability required by clause 10 for each course and the results of that assessment;
- Evidence that it has conducted the LN Initial Assessment for each Participant after conducting the assessments pursuant to clauses 8 and 10;
- Results of the LN Initial Assessment for each Participant;
- Results of any LN Comprehensive Assessments conducted by the Service Provider (if approved by the Minister to do so);
- Assessments for recognition of prior learning that detail the evidence assessed for each Participant to determine competence and how competence was determined;

- Completed Participant and employer satisfaction surveys, in the form prescribed by the Minister, for each Participant and for each employer in receipt of Training Services from the Service Provider;
- Any subcontracting arrangements made in accordance with the Head Agreement or ATSA;
- Any complaints made by Participants, employers or other clients or stakeholders in relation to training services and related services delivered by the Service Provider;
- Fees charged to Participants including records of fee concessions, fee exemptions, Participant Course Fees and Incidental Fees;
- Evidence of the qualifications, vocational currency, professional development activities and criminal history checks of every trainer that delivers training services under the ATSA;
- Responses to surveys conducted pursuant to clause 16.3, the methodology used, the results of the surveys and the analysis of the results;
- Evidence of the use of the results of the surveys conducted pursuant to clause 16.3 for the purpose of continuous improvement;
- Evidence that the Service Provider has confirmed that its training services meet the needs of industry and enterprise, including but not limited to:
 - evidence of industry engagement activities;
 - methodology for industry engagement; and
 - use of feedback from industry engagement activities for the purpose of continuous improvement;
- Evidence of any work placements that have been undertaken, including but not limited to:
 - Participant and host employer agreement forms;
 - insurance covering the placements held by the Service Provider; and
 - the Service Provider's quality assurance process for work placement arrangements/partnerships;
- Evidence of information provided by the Service Provider to Participants to allow them to decide whether the course is appropriate for them and evidence of the manner in which that information is provided; and
- Evidence that the provider has conducted destination surveys of its graduates and the results of these surveys.

14.3 Reports

The Service Provider must provide to the Minister, in accordance with the form, timing and manner determined by the Minister, regular reports on its operations and the provision of Subsidised Activities which, without limitation, may include:

- A survey of the satisfaction of Participants and their employers using such survey tools specified by the Minister, for each course;
- Data and commentary on Participant completion rates and graduate employment or enrolment in additional training; and
- Any records specified in clause 26.1.

RELATED DOCUMENTS



ATSA, clauses 1.65, 33.3, 33.4: Youth Officer

Schedule 1: Youth Officer

ATSA, Schedule 2: Eligibility and Entitlement Criteria

ATSA Direction: Officers

ATSA Direction: Upfront Assessment of Need

ATSA Direction: Course Conditions

15.1 Purpose

The Training Guarantee for SACE Students (TGSS) scheme is a component of WorkReady. Through TGSS, the Minister will pay a subsidy to a Service Provider to deliver accredited training in prescribed VET qualifications to school-enrolled eligible students who are undertaking the South Australian Certificate of Education (SACE) and are committed to a planned vocational pathway and career related to the training.

TGSS is designed to encourage and assist SACE students (or those studying an equivalent senior secondary certificate) to commence a 'certificate III completion pathway' as an integrated part of their SACE and complete a certificate III level (or higher) in the years soon after leaving school.

15.2 Scope

TGSS arrangements do not apply to Participants who are enrolled under the Australian School Based Apprentices ("ASBA") or Innovative Community Action Networks ("ICAN") schemes. ASBA and ICAN are fundamentally different to TGSS and separate arrangements apply.

Only certificate II and III courses will be made available under TGSS, but not all. Most traditional trades-related certificate III courses on the WorkReady Subsidised Training List will only be subsidised if undertaken through a Training Contract (i.e. apprenticeship, including ASBA). This has implications for courses that the Service Provider can offer the student post-school.

TGSS arrangements do not apply to what are often referred to as 'VET in Schools' programs, which remain the responsibility of schools to fund and administer.

A student is not entitled to subsidised training if they wish to undertake VET only for the purpose of completing the SACE.

15.3 Overview of key documents

The Education and Training Plan ("ETP") is the formal documentation prepared and endorsed by a student's School Principal, the student, parent (or guardian) and a Service Provider.

The ETP must be fully and accurately completed and signed-off by all parties before the student enters into a Participant Agreement and the Service Provider creates a Training Account in the Skills and Employment Portal for the student.

The ETP comprises three separate documents that can be downloaded from www.skills.sa.gov.au/training-learning/training-for-school-students/training-guarantee-for-sace-students.

- **Form A** is the Education and Training Plan Form A (Application) prepared by the School Principal and submitted to a Service Provider for consideration

- **Form B** is prepared by the Service Provider in response to Form A and represents an offer of training to the student
- **Form C** is prepared by the Service Provider or the school if any significant changes need to be made to an agreed Form B.

The purpose of the ETP is to:

- Document the eligibility of the student to participate in TGSS;
- Describe how the VET will be an integrated component of the student's SACE;
- Establish a VET training plan for the student's SACE years, and to identify a post-school training pathway;
- Establish a working relationship between the school and the Service Provider; and
- Outline arrangements to be put in place by the schools for the student to undertake work placement and career development activities.

In preparing the ETP, the parties (i.e. student, parent/guardian, school principal, Service Provider) shall agree upon:

- The certificate III qualification (or higher) pathway the student proposes to work towards completing post-school;
- How, when and where the training will be provided, and the costs involved;
- The units of competency proposed to be delivered as part of the student's SACE;
- The learning support and career development to be provided by the school;
- The work placement arrangements to be organised by the school;
- The arrangements for the student's smooth transition to the Service Provider post-school.

The **Workplace Learning Log Book** is the journal specifically designed for use by TGSS students to record and appraise key aspects of their participation and learning in work placement. This can be downloaded from www.skills.sa.gov.au/training-learning/training-for-school-students/training-guarantee-for-sace-students.

A range of additional documents are published from time to time on the website to assist Service Providers, schools, parents and students, including key dates and Service Providers who have an approved Youth Officer.

15.4 Recruitment, selection and enrolment process

Prior to entering into a Participant Agreement with the Eligible Student and creating a Training Account, the Service Provider must:

- First determine that the student is an Eligible Student in accordance with Schedule 2 of the Accredited Training Service Agreement; and then
- Check that the school has affirmed in Form A that the student satisfies the TGSS Eligibility and Selection Criteria, which are listed in the ETP Form A.

Service Providers are not permitted to sub-contract recruitment, selection and enrolment processes to 'agents' or 'brokers'.

The process for recruiting and enrolling students into TGSS must follow the following steps in sequence:

- School Principal completes ETP Form A and sends this to the Service Provider.
- The Service Provider determines the eligibility and suitability of the student to enrol in the TGSS Approved Course and whether the requirements of the TGSS will be met. If so, the Service Provider makes an offer of the training by completing ETP Form B which and forwards it to the School Principal.
- The School Principal considers ETP Form B and, if acceptable, arranges for it to be signed-off by the Principal, student (and parent/guardian if the student is under 18 years of age at the time of giving consent), and returns the fully executed form to the Service Provider.
- The Service Provider signs ETP Form B and provides a copy to the School Principal. The School retains a copy for the school's official record and provides a copy to the student and parent/guardian.
- The Service Provider enters into a Participant Agreement with the student and creates a Training Account. The Service Provider must confirm the enrolment in writing to the student, parent/guardian and School Principal.

In considering ETP Form A and preparing ETP Form B, the Service Provider must be satisfied that the student:

- is undertaking SACE or equivalent with a view to completing it;
- is clearly intending to pursue a vocational career related to the VET course/s that is part of the Service Provider's offer of training to the student;
- is planning to undertake at least 210 nominal hours of VET as an integrated part of their SACE, some or all of which will be delivered by the Service Provider, and that the VET is part of a coherent pathway towards a certificate III qualification; and
- is planning to undertake at least 140 hours of work placement that is relevant to the student's intended vocational career.

The Service Provider is not required to conduct a separate "Upfront Assessment of Need" for TGSS students (see **Upfront Assessment of Need** Direction).

If the Service Provider is not satisfied on the above points the Service Provider may refuse to enrol the student.

There are two intakes into the TGSS each year – at the beginning of Semester 1 and the beginning of Semester 2. DSD and the three schooling sectors (i.e. Government, Catholic and Independent sectors) have agreed that to commence training in Semester 1 a student must be 16 on or before the first day of Term 1 that has been gazetted for Government schools (because different schools may have different term dates, this rule ensures that all schools use the same eligibility dates for TGSS). Students commencing the TGSS in Semester 2 must be 16 years of age on or before the first day of Term 3 that has been gazetted for government schools. This applies to all students, regardless of the schooling sector in which they are enrolled.

Therefore, before entering into a Participant Agreement with the Eligible Student and creating a Training Account, the Service Provider must verify that the student is:

- 16 years of age on or before Day 1 of Term 1 if training is to commence in semester 1; or
- 16 years of age on or before Day 1 of Term 3 if training is to commence in semester 2.

To clarify further:

- If a student turns 16 during a semester they must wait until the following semester to participate in TGSS;
- A Year 11 student may not commence TGSS before they turn 16 years of age.

A student is not permitted to undertake an ASBA subsidised through WorkReady contemporaneously with being a TGSS student. One must be completed (or terminated) before the other is commenced. However, if the ASBA is not being subsidised through WorkReady, the student may undertake both contemporaneously but the school should ensure that the student's capacity to successfully undertake TGSS or the ASBA is not being compromised.

15.5 ETP forms

15.5.1 ETP Form A

Schools are responsible for assessing students against the TGSS Eligibility and Selection Criteria and must only refer students to a Service Provider whom the school believes satisfy all the criteria.

A Service Provider must consider the information contained in the completed ETP Form A to determine the eligibility of the school student to participate in TGSS and whether the proposed training meets the requirements of the TGSS.

The Service Provider is encouraged to discuss any concerns with the School Principal, especially if the Service Provider believes that the student does not satisfy the TGSS Eligibility and Selection Criteria, in which case the Service Provider must not proceed with enrolling and creating a Training Account for the student.

The Service Provider should not accept an ETP Form A which is not fully and accurately completed, and which is not signed by the School Principal, the student and the student's Parent/guardian (if the student is under 18 years of age at the time of signing).

15.5.2 ETP Form B

ETP Form B is an offer of the training to be delivered by the Service Provider to an eligible TGSS student, and takes into account the information contained in ETP Form A.

It is the responsibility of the Service Provider to determine the course/s to be undertaken by the student:

- while the student is enrolled in school (i.e. during their SACE years); and
- which Certificate III course (or higher) the student should complete post school once the student has completed SACE.

The ETP Form B refers to these as "WorkReady course as part of SACE" and "Post school training".

The "WorkReady course as part of SACE" must be identified on the Subsidised Training List as "TGSS Approved". A WorkReady subsidy will not be paid for training delivered to a TGSS school-enrolled student in a course that is not "TGSS Approved".

The Service Provider must specify in ETP Form B the units of competency that will be delivered to the student as part of their SACE, including information about nominal hours. This information is very

important to schools and is used to calculate how successful achievement of the units will contribute to the student's SACE.

The use of Bridging Units for TGSS students is not permitted (refer to **Upfront Assessment of Need** Direction).

The Service Provider must make available to the student a training place after they have attained SACE and left school in order to complete a certificate III pathway (i.e. "Post school training"). The Service Provider must specify on the ETP Form B the course to be undertaken post-school. The post-school training will be subject to (i) the proposed course being available on the WorkReady Subsidised Training List and (ii) and any course conditions that may apply (see **Course Conditions** Direction).

It is important to note that some courses will only be subsidised under WorkReady if undertaken through under a Training Contract. Therefore, a Service Provider cannot "guarantee" the student a subsidised training place post-school in a course that will only be subsidised if the student is successful in gaining an apprenticeship. The Service Provider must make this clear on ETP Form B and be transparent about any restrictions that may apply.

If the student is not successful in gaining an apprenticeship, the student may elect to take up the training place in the "alternate course" specified in the ETP Form B. If the student elects not to take up this option, then the provider has no further obligation to the student.

If a student is successful in gaining an apprenticeship post-school, then the student and their employer are entitled to choose a Service Provider. It is therefore possible that the post-school training for a TGSS student might be with a different provider to the one who delivered the at-school training. In this situation the provider who delivered the at-school training has no further obligation to the student.

The course that the student undertakes while at school (referred to in the ETP Form B as the "WorkReady course as part of SACE") may be the same course that the student aims to compete post-school (referred to in the ETP Form B as the "Post school training"). For example, a student may commence and partially complete a Certificate III in Aged Care as part of their SACE, and complete at post-school.

If the student does not attain SACE, or does not fulfil other obligations expected of TGSS students, or elects not to take up the training place post-school or chooses to interrupt their training and take a 'gap year', then the Service Provider's obligation ceases to the student.

In addition to the information about the courses to be undertaken by the student, the ETP Form B must include information about fees, training dates, and particular work placement requirements. The same rules in relation to concessions also apply to TGSS students.

The Service Provider must fully, accurately and completely document the proposed training arrangements in ETP Form B and forward it to the School Principal for consideration.

If the School Principal agrees that the training plan documented in ETP Form B meets the needs of student, then the School Principal, student and parent/guardian may sign the Declarations in ETP Form B.

The School Principal should then forward the fully executed ETP Form B to the Service Provider.

The Service Provider will acknowledge the agreement of the parties to the proposed training plan by signing ETP Form B last.

Only after all parties have agreed to the contents of the ETP Form B may the Service Provider enter into a Participant Agreement with the student and the parent/guardian and create a Training Account. Then and only then may training commence.

When a student enrolls in the TGSS, the ETP Form B and corresponding Training Account remain in force until the student attains the SACE and leaves school to take up their training place with the Service Provider. However, if substantial changes are contemplated, it may be necessary to negotiate a new ETP Form B.

15.5.3 ETP Form C

ETP Form C is completed by the Service Provider in conjunction with the School Principal to record any significant agreed variations to ETP Form B after training has commenced.

If there are substantial changes to be made that affect the enrolment in the course or the Training Account, then a new ETP Form B may need to be prepared and agreed by each party.

15.6 Work placement

Work placement is an essential and compulsory component of the certificate III completion pathway concept that underpins TGSS, and work placement remains central to industry's concerns about the quality of VET programs undertaken by school students.

A condition of participation in TGSS is that schools assist students to plan for and undertake the required 140 hours of work placement that is relevant to the student's intended vocational career, irrespective of what the relevant Training Package says or does not say about demonstration of competency on-the-job and work placement.

To clarify further:

- If the relevant Training Package does not include mandatory work placement, the student must still undertake work placement as a formal requirement of TGSS.
- If the relevant Training Package specifies less than 140 hours of work placement, the student must still undertake at least 140 hours of work placement as a formal requirement of TGSS.

It is the responsibility of schools to ensure that all work placements are conducted in accordance with the advice contained in the publication 'Workplace Learning Guidelines 2004' (or successor document), which is endorsed by the Government, Catholic and Independent schooling sectors. All schools have a copy of the guidelines. For the purposes of TGSS, work placement can include voluntary as well as paid work so long as it is clearly related to the student's career pathway.

Students must document work placement undertaken as part of TGSS using the Workplace Learning Log Book, which focuses on appraising student achievement of employability skills and the SACE Capabilities. Some schools and Service Providers have their own log books that they require students to use on work placements. These alternative log books may be used, providing they allow for the following information to be documented by the student/employer:

- the work placement hours are logged;
- the student self-appraises their achievement against the generic skill areas;
- the employer completes either:
 - Performance in the Workplace (Form A), for students who are either in Year 11 and/or who are doing the SACE Board subject Stage 1 Workplace Practices); or
 - Performance in the Workplace (Form B), for students who are either in Year 12/13 and/or who are doing the SACE Board subject Stage 2 Workplace Practices).
- The employer also makes some general comments regarding the student's performance while in the workplace.

If the Service Provider (or school) log book is missing any of the abovementioned required components, then the Service Provider must bring this to the attention of the school and cooperate with the school to ensure that the log book is appropriately augmented to include the missing components.

15.7 Obligations of Service Providers to ensure quality training outcomes

A Service Provider must:

- Ensure that the Service Provider does not enrol a TGSS student into a course that is superseded or is soon to be superseded. The impact on the student must be considered where the student may not have the capacity to complete the course within the period prescribed by ASQA, which may prevent the student from attaining SACE. The Service Provider must be transparent with the school in such matters;
- Assist the school and student to arrange appropriate work placement if specific work placement requirements are specified in the Training Package. To clarify further, if there are no specific requirements that relate to on-the-job assessment of competency, for which the Service Provider is required to be accountable, then the Service Provider is not obliged to assist the school or student to secure a work placement but is encouraged to do so in the interests of the student entering into a quality work placement;
- Make available to the student a training place post-school to complete a certificate III pathway as specified in ETP Form B but subject to (i) the course being available on the WorkReady Subsidised Training List; and (ii) course conditions;
- Take all reasonable steps to ensure the student understands the arrangements for their transition to the Service Provider post-school to complete their training pathway.

In addition to what is specified in the **Officers** Direction, the Youth Officer should have a “working knowledge” of how VET achievement is recognised within the SACE, including how VET attainment in the SACE can be recognised for tertiary admission. However, neither the Service Provider nor its staff have responsibility or accountability for offering advice to the student or for decisions about the SACE. Enquiries to the Service Provider about SACE from students, parents, and schools must be referred back to the student’s school or to the SACE Board of South Australia or the South Australian Tertiary Admissions Centre (SATAC).

The Service Provider must demonstrate and maintain full compliance with its obligations under the Children’s Protection Act (SA) 1993. These obligations include but are not limited to:

- The Service Provider must have lodged a satisfactory Child Safe Environments Compliance Statement with the Department of Education and Child Development (DECD); and
- All employees of the Service Provider who work with and around students under 18 years of age or who have access to their records have satisfactory criminal history assessments.

The Service Provider must keep evidence and records as required under the Contract including retaining a copy of ETP Form A and ETP Form B and where relevant ETP Form C for each student.

15.8 The South Australian Certificate of Education (SACE)

The SACE is awarded to students who successfully complete their senior secondary schooling in South Australia.

To get the SACE, students must gain 200 credits from a range of subjects or other courses, including from vocational education and training (VET) that is delivered, assessed and quality assured by a registered training organisation (RTO).

For the purposes of TGSS, students who are enrolled in other senior secondary programs that are deemed by the SACE Board as being equivalent to the SACE (e.g. International Baccalaureate) may participate in TGSS providing the student satisfies the TGSS Eligibility and Selection Criteria.

Further information about SACE and recognition of VET within the SACE is available at www.sace.sa.edu.au.