

Training Plan for a South Australian School Based Apprenticeship or Traineeship Training Contract



Government of South Australia
Department for Industry and Skills

This Training Plan Proforma for school based apprenticeships and traineeships is for use with Training Contracts signed on or after 15 October 2009. The Training Contract and the Training Plan must be lodged with the Department for Industry and Skills within 4 weeks of the Contract being signed.

The Training Plan is intended to record the following agreements between the parties:

- the Australian Qualification Framework (AQF) qualification to be undertaken
- the units of competence that will make up the AQF qualification
- the mode of delivery of formal training (on-job or off-job)
- the responsibilities of the apprentice/trainee, employer and Registered Training Organisation (RTO), with respect to training under the Contract
- any additional expectations of the apprentice/trainee, employer or RTO that are agreed to by the parties to the Contract.

The apprentice/trainee, employer and Registered Training Organisation (RTO) are required to agree on the Training Plan, including the units of competence to be delivered by the RTO under the Training Contract, together with the method of delivery and assessment.

School based apprenticeships and traineeships are available only to secondary school students for the period they are enrolled in secondary school. At the cessation of secondary schooling, the contract automatically converts to full time, or application can be made to convert to part time.

Please note that the employment arrangement is for the term stated on the Training Contract and may be full-time or part-time but **cannot be casual**.

The Training and Skills Commission has determined minimum hours of employment and training for school based apprentices and trainees and arrangements for the averaging of hours **effective 1 February 2016**.

Training Contracts that commenced *prior to 1 February 2016*:

Minimum Part-time Hours for School based Apprenticeships and Traineeships

8 hours per week. This may be averaged over a 26 week period, twice a year, in each year of the school based program.

Training Contracts that commenced *on or after 1 February 2016*:

Minimum Part-time Hours for School based Apprenticeships and Traineeships

7.5 hours per week. Hours may be averaged over three months.

Attention should also be given to Section 52 (1) of the *Training and Skills Development Act, 2008*, which states: "A change in the ownership of a business (or part of a business) does not result in the termination of a training contract entered into by the former owner but, where a change in ownership occurs, the rights, obligations, and liabilities of the former owner under the contract are transferred to the new owner."

Please submit all pages of this form to:

Post: **FY i 'Ujcb'UbX'7 cbfUWfA UbU' Ya Ybh**
GPO Box 320, Adelaide SA 5001

Fax: 08 8115 5557

Email: dis.tastp@sa.gov.au

For assistance or more information:

Phone: 1800 673 097

Website: www.skills.sa.gov.au/apprentices

Understanding and completing the Training Plan

Please forward a completed Training Plan, using this proforma, to training@sa.gov.au. The Training Contract may be declined if it is not accompanied by a completed Training Plan.

In developing the Training Plan, the employer, apprentice/trainee and Registered Training Organisation (RTO) shall discuss and agree upon:

- How, when and where training will be delivered
- The units of competence to be delivered
- Who will assess the apprentice/trainee
- The type of assessments that will be conducted.

Any variations to the Training Plan require the agreement of the parties to the Contract. The parties must initial any changes made. If the parties to the Contract wish to change their RTO or apply for a variation to the Contract that will affect the vocation or qualification, a new Training Plan must be completed and submitted. The Training Plan will be used as part of any review of training arrangements. Each signatory to the Training Plan should retain a copy.

PART A – CONTACT DETAILS

Person Supervising On-Job Training and Employment refers to the person authorised to supervise the apprentice/trainee at the commencement of the Training Contract.

The **Location of Training Delivery** refers to the address at which the apprentice/trainee will receive their training.

PART B – APPRENTICESHIP / TRAINEESHIP DETAILS

The **declared vocation or trade** can be found by accessing skills.sa.gov.au/apprenticeforms and clicking on the “Traineeship and Apprenticeship Pathways Schedule” link.

PART C – RESPONSIBILITIES

The apprentice/trainee, employer and RTO must work in partnership. The full list of responsibilities can be found in the Training Contract. In addition to these responsibilities, any other expectations of the apprentice/trainee, employer and RTO agreed to by the parties to the Contract, consistent with state legislation and the Training Contract, should be included here, in the form of an attachment to the Training Plan.

PART D – UNITS OF COMPETENCE

The **Title of Qualification** and **National Qualification Code** can be found by accessing skills.sa.gov.au/apprenticeforms and clicking on the “Traineeship and Apprenticeship Pathways Schedule” link. Training can be delivered on-job or off-job.

- **On-job.** This is training provided completely on the job by the employer. The RTO supports the training by mentoring the employer. The RTO, employer and apprentice/trainee must discuss and agree on the method used to ensure the integrity of the training and assessment process.
- **Off-job.** This is training provided directly by the RTO. It takes place either in the employer’s training facilities, or off-site at the RTO’s facilities. In each case, the apprentice/trainee will be away from the normal work environment. Off-job training delivery still requires that the employer and apprentice/trainee confirm the competencies of the apprentice/trainee in the workplace.

Recognition of Prior Learning (RPL) and credit transfer must be negotiated between the parties to the Contract. For Contracts with terms of up to and including 12 months, the Training Plan should include the core and elective units. For Contracts longer than 12 months, only the core units are required. Electives may be nominated if they are known. Otherwise, they should be added to the Training Plan at a later date. The apprentice/trainee and employer may renegotiate electives at the commencement of each year or stage.

PART E – PATTERN OF EMPLOYMENT AND TRAINING

For school based apprenticeships and traineeships that **commenced before 1 February 2016** the hours of employment and training may be averaged over a 26 week period, twice a year, in each year of the school based apprenticeship or traineeship.

However, for school based apprenticeships and traineeships that **commenced on or after 1 February 2016** the hours of employment and training may be averaged over three months. The parties to the training contract must agree, in advance, to the averaging of the hours of employment and training arrangement, and to the rostered hours

of employment and training for the period of the averaging. The averaging arrangement must provide for a regular pattern of both training and employment that enables both on and off the job structured training to be planned, and implemented according to the training plan. Averaging arrangements must be consistent with the primary goal of ensuring that the requirements of the training plan are met and the averaging does not interfere with the training of the apprentice or trainee. The averaging arrangements should also not interfere with the schooling of the apprentice or trainee.

Any additional requirements regarding averaging of hours set out in the relevant industrial award, agreement or national employment standards must also be met where they intersect with the Guidelines for the Hours of Employment and Training for Training Contracts. For instance, requirements regarding rostering, consultation, and notice periods may be specified.

An accurate record showing the regular pattern of employment and training, agreed between the parties, which is signed and dated by the parties to the Training Contract, must be retained by the employer and be available upon request. An accurate record of the actual hours of employment and training must also be retained by the employer.

PART F – SCHOOL PRINCIPAL

The school Principal may in some cases delegate authority for signing the Training Plan. If this option is exercised, the name and title of the representative to whom authority is delegated must be supplied. Please note this option is not available for ~~Ö] æq ^} Ä | Ä~ &æ } Ä~~ schools. Principals should consult their relevant schools association for further information.

PARTS F, G, H, I – SIGNATURES

All signatories to the Training Plan should read and understand the document before signing. In circumstances where the employer is also the RTO (e.g. enterprise RTO), the person authorised to sign on behalf of the employer must be different to the person authorised to sign for the RTO.

South Australian School Based Apprenticeship or Traineeship Training Plan

PART A – CONTACT DETAILS

APPRENTICE/TRAINEE

Last name(s):

First name(s):

Date of birth (DD/MM/YY): / / Phone (H):

Email: Mobile:

EMPLOYER

Legal Name (as stated on the Training Contract):

Person Supervising On-Job Training and Employment:

Contact Person:

Email: Phone:

RTO

RTO Name:

Location of Training Delivery:

Contact Person:

Email: Phone:

PART B – APPRENTICESHIP / TRAINEESHIP DETAILS

Apprenticeship/Traineeship (trade or vocation):

Commencement Date: / / Probationary Period (days):

Name of Apprenticeship Network Provider:

Training Contract number (if known): \

PART C – RESPONSIBILITIES

The apprentice/trainee's responsibilities include, but are not limited to:

- Jointly selecting the RTO with the employer
- Contributing towards the development of the Training Plan
- Attending work, doing their job, and following the employer's instructions, as long as these are lawful
- Working towards achieving the stated qualification
- Undertaking all training and assessment contained in this Training Plan
- Liaising with the RTO and employer to determine the achievement of competence in required skills

The employer's responsibilities include, but are not limited to:

- Jointly selecting the RTO with the apprentice/trainee
- Contributing towards the development of the Training Plan
- Providing on-job skill development
- Maintaining training records
- Providing the apprentice/trainee with feedback on progress
- Liaising with the RTO and apprentice/trainee to determine the achievement of competence in required skills
- Providing a higher duty of care in regard to apprentices/trainees under the age of 18 years

The RTO's responsibilities include, but are not limited to:

- Providing on-job or off-job training and assessment in accordance with this Training Plan
- Providing the employer with regular reports on the apprentice/trainee's progress and achievement
- Notifying the employer of apprentice/trainee issues that may affect successful completion of the Training Contract
- Explaining and offering Recognition of Prior Learning (RPL) to the apprentice/trainee and their employer
- Liaising with the employer and apprentice/trainee to determine the achievement of competence in required skills

PART D – UNITS OF COMPETENCE

Title of Qualification:

National Qualification Code: AQF Level:

How is the training to be delivered? (tick one)

- ☐ **ON-JOB** (please state the method of ensuring the integrity of the training and assessment process) ☐ **OFF-JOB** (please indicate the mode and location of delivery, and release pattern for the off-the-job training)

It is a requirement of this Training Plan that the RTO explain RPL to the apprentice/trainee and employer, and, where applicable, offer it to the apprentice/trainee. Has the RTO explained and offered RPL to the apprentice/trainee?

☐ Yes ☐ No

Core Units of Competence (please provide attachments if you require additional space)

Code	Title

Elective Units of Competence (please provide attachments if you require additional space)

Code	Title

PART E – PATTERN OF EMPLOYMENT AND TRAINING

Are the hours of employment and training to be averaged?

☐ Yes ☐ No

If yes, an accurate record showing the regular pattern of employment and training, agreed between the parties, which is signed and dated by the parties to the Training Contract, must be retained by the employer and be available upon request. An accurate record of the actual hours of employment and training must also be retained by the employer.

PART F – SCHOOL PRINCIPAL

I certify that:

- the school based apprenticeship or traineeship commenced by the student named in Part B is endorsed by the school as an integral part of the school program
- the student named in Part A is in year 10, 11 or 12 and is undertaking the South Australian Certificate of Education or equivalent

Name of School:

Suburb:

Principal/Delegate:

Title:

Signature:

Date signed: / /

PART G – APPRENTICE / TRAINEE

I agree that with regard to the RTO nominated on this Training Plan:

- The RTO may provide information to my employer and ANP concerning any matters relating to my training. I understand that information relating to any previous Training Contracts I have had may be released to my nominated Apprenticeship Network Provider (ANP) and RTOs to calculate eligibility for employer incentives and User Choice funding, and to meet Commonwealth and State Government requirements. I understand my ANP may release Training Contract details to my RTO so that the RTO can develop a Training Plan and submit it to Regulation and Contract Management.

I acknowledge that:

- this Training Contract will convert to full-time upon the cessation of my attendance at secondary school, unless my employer and I apply to convert it to part-time

I certify that:

- the employer and I have jointly selected the RTO and have negotiated and agreed on the competencies to be undertaken
- RPL has been explained and offered to me by the RTO
- I have completed a general occupational health, safety and welfare awareness program
- I will contact Regulation and Contract Management if I cease attending secondary school within the duration of this Training Contract
- I understand and agree to the requirements of this Training Plan

Apprentice/Trainee

Print name:

Signature:

Date signed: / /

Parent/Guardian (If apprentice/trainee is under 18 years of age)

Print name:

Signature:

Date signed: / /

PART H – EMPLOYER

I acknowledge that:

- this Training Contract will convert to full-time upon the cessation of the apprentice/trainee's attendance at secondary school, unless the apprentice/trainee and I apply to convert it to part-time

I certify that:

- the apprentice/trainee and I have jointly selected the RTO and have negotiated and agreed on the competencies to be undertaken
- RPL has been explained and offered to the apprentice/trainee by the RTO
- if I intend to average the hours of employment and training for this Training Contract, I will retain evidence of the proposed pattern of training and employment
- I understand and agree to the requirements of this Training Plan.

Authorised representative:

Signature:

Date signed: / /

PART I – RTO

I certify that:

- I have explained and offered RPL to the apprentice/trainee

Authorised representative:

Signature:

Date signed: / /