



# **Directions under WorkReady Accredited Training Service Agreement (ATSA)**

Version 2.0 –30 April 2019

This document and advice therein only applies to active ATSAs.

It does not apply to active Funded Activities Agreements (FAA).

## Versions

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<b>Version</b>	<b>Date</b>	<b>Details</b>
1.0	8/7/16	Original
1.1	28/02/17	<b>5 ENROLMENT AND TRAINING ACCOUNT PROCESS</b> <b>5.1 Service Provider's obligations prior to enrolment</b> <ul style="list-style-type: none"><li>• Service Providers are not permitted to engage agents or brokers to promote training products.</li><li>• Need to assess Participant's visa conditions. Website to establish this.</li></ul>
1.2	31/02/18	Complete review and update of ATSA Directions.
2.0	4/09/19	Complete review and update of ATSA Directions

## Contents

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<b>1</b>	<b>BACKGROUND .....</b>	<b>1-1</b>
1.1	Purpose .....	1-1
1.2	Terminology within the Directions.....	1-1
1.3	Further information .....	1-2
<b>2</b>	<b>OFFICERS.....</b>	<b>2-1</b>
2.1	Representative .....	2-1
2.2	Accountable Officer .....	2-1
2.3	Youth Officer.....	2-1
2.4	Notification of changes to Officers.....	2-2
<b>3</b>	<b>UPFRONT ASSESSMENT OF NEED .....</b>	<b>3-1</b>
3.1	Purpose .....	3-1
3.2	When is an Upfront Assessment of Need required?.....	3-1
3.3	Implementing the Upfront Assessment of Need.....	3-2
3.4	Core Skills Profile for Adults copyright obligations.....	3-2
<b>4</b>	<b>LEARNER SUPPORT SERVICES .....</b>	<b>4-1</b>
4.1	Purpose .....	4-1
4.2	Services provided .....	4-1
4.3	Service Agreement.....	4-1
4.4	Decision to provide LSS.....	4-2
<b>5</b>	<b>ENROLMENT AND TRAINING ACCOUNT PROCESS.....</b>	<b>5-1</b>
5.1	Service Provider's obligations prior to enrolment.....	5-1
5.2	Enrolment and Training Account .....	5-2
5.3	Creating and updating Training Accounts .....	5-2
<b>6</b>	<b>PARTICIPANT AGREEMENT .....</b>	<b>6-1</b>
6.1	When is a new Participant Agreement required?.....	6-1
6.2	Processing a Participant Agreement.....	6-1
<b>7</b>	<b>WORKREADY SUBSIDY .....</b>	<b>7-1</b>
	This chapter has been extracted and posted elsewhere on the Department's website.....	7-1
<b>8</b>	<b>PARTICIPANT COURSE FEE.....</b>	<b>8-1</b>
	This chapter has been extracted and posted elsewhere on the Department's website.....	8-1
<b>9</b>	<b>BRIDGING UNITS .....</b>	<b>9-1</b>
9.1	Background.....	9-1
9.2	What units can be selected as Bridging Units? .....	9-1
9.3	Subcontracting delivery of Bridging Units.....	9-2
9.4	Record keeping and compliance issues .....	9-2
<b>10</b>	<b>FOUNDATION SKILLS.....</b>	<b>10-1</b>
10.1	Purpose .....	10-1
10.2	Scope.....	10-1
10.3	FSK Foundation Skills Training Package courses .....	10-2
10.4	Who can deliver foundation skills? .....	10-2
<b>11</b>	<b>SUBCONTRACTING .....</b>	<b>11-1</b>
11.1	Purpose .....	11-1
11.2	Third party arrangement process: .....	11-1
11.3	What can be delivered under third party arrangements? .....	11-1
11.4	Reporting.....	11-2
<b>12</b>	<b>MARKETING .....</b>	<b>12-1</b>
12.1	Advertising WorkReady funded activity .....	12-1
12.2	Government of South Australia logos – technical specifications.....	12-2
12.3	ASQA requirements.....	12-2
12.4	Australian Consumer Law.....	12-3
12.5	Implications for quality and compliance monitoring.....	12-3
<b>13</b>	<b>RECORDS AND EVIDENCE .....</b>	<b>13-1</b>

13.1	Records and Evidence .....	13-1
<b>14</b>	<b>TRAINING GUARANTEE FOR SACE STUDENTS (TGSS).....</b>	<b>14-1</b>
14.1	Purpose .....	14-1
14.2	Scope.....	14-1
14.3	Overview of key documents .....	14-1
14.4	Recruitment, selection and enrolment process.....	14-2
14.5	ETP forms .....	14-4
14.6	Work placement .....	14-6
14.7	Obligations of Service Providers to ensure quality training outcomes .....	14-7
14.8	The South Australian Certificate of Education (SACE).....	14-8

# 1 BACKGROUND

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## 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 Innovation and Skills. The Service Provider must comply with the Directions at all times, as required by clause 8 of the Head Agreement. The Directions apply to all courses delivered under the ATSA, including:

- Qualifications delivered under the Subsidised Training List (STL), comprising the Skilling South Australia Subsidised Traineeship and Apprenticeship List (STAL) and Training Priority List (TPL);
- Qualification Quotas;
- Qualification Projects;
- Skill Clusters and Skill Sets that form part of a complement of services delivered under the Employment Projects Service Agreement (EPSA) and the ATSA.

The Directions should be read in conjunction with relevant clauses in the Head Agreement and the ATSA. They are designed to:

- expand on the Service Provider's responsibilities and obligations under the Head Agreement and the ATSA; and
- assist and support the Service Provider to comply with the terms of the Head Agreement and the ATSA.

## 1.2 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:

<b>Term</b>	<b>Meaning</b>
ASQA	Australian Skills Quality Authority
ATLAS	Provides Service Providers the ability to view Training Contract information, submit Training Plans, and to submit applications to change the qualification being undertaken by one or more apprentices or trainees.
ATSA	Accredited Training Service Agreement
DE	Department for Education
DIS	Department for Innovation and Skills
EPSA	Employment Projects Service Agreement
Foundation Skills unit of competency	A unit of competency within the Foundation Skills Training Package (FSK).
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

<b><i>Term</i></b>	<b><i>Meaning</i></b>
Vocational unit of competency	A unit of competency within any training package other than the Foundation Skills Training Package (FSK).

### **1.3 Further information**

For further information, advice or assistance regarding the Directions, contact the Department for Innovation and Skills (DIS) by telephone on 1800 673 097 or by email at [DIS.skillscontracts@sa.gov.au](mailto:DIS.skillscontracts@sa.gov.au).

## 2 OFFICERS

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### **RELATED DOCUMENTS**



Head Agreement, clause 3: Contract Administration

Head Agreement, clause 14.17: Notices

Head Agreement, clause 1.1.12 and Schedule: 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;
- provide or arrange appropriate learning support for each Participant as required;
- for school enrolled students, maintain strong and effective working relationships with a Participant's school, and inform the school about the Participant's progress, including providing timely advice about attendance, participation and results;
- manage any non-school related Participant counselling and disciplinary matters.

In applying to appoint a nominated Youth Officer, the Service Provider must provide evidence to the Department that:

- the nominee holds a Certificate IV in Training and Assessment, or higher related qualification;
- the nominee has a minimum of 3 years of industry experience in the VET sector;
- the nominee has a current satisfactory criminal history assessment.

In addition, the Service provide must:

- provide a copy of its Child Safe Environment Compliance Statement, as generated from the website of the Department for Education (DE);
- provide a letter from a DE officer acknowledging receipt of the Service Provider's submission of the Child Safe Environment Compliance Statement.

## 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 [DIS.skillscontracts@sa.gov.au](mailto:DIS.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

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#### **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 must occur 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 activity, with the exception of school-enrolled students. (Refer to Training Guarantee for SACE Students (TGSS) Direction.)

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 DIS 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 DIS to provide a mentor/ 'buddy' support program. Contact details are listed on the [Learner Support Services Fact Sheet](#).

### **3.4 Core Skills Profile for Adults copyright obligations**

The Core Skills Profile for Adults (CSPA) is the designated on-line literacy and numeracy assessment tool service providers must as part of the Upfront Assessment of Need process. It is provided free of cost under a license agreement between the Australian Council for Educational Research (ACER) and the Department of State Development.

ACER is the owner of the copyright in the CSPA and protects this copyright by contract, copyright notices, conditions for end users and integrity of the assessment declaration. Compliance with the Upfront Assessment of Need includes a service provider meeting the copyright obligations when using the CSPA under the Department of State Development's license agreement with ACER.

## 4 LEARNER SUPPORT SERVICES

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### **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 DIS to increase the retention of Participants and course completions.

LSS is distinct from the general educational, pastoral and counselling assistance provided to a Participant by a Service Provider to be successful in their learning'.

LSS is provided by Service Providers assessed by DIS as having the expertise and functional capacity to provide case management support. These providers – referred to as LSS Service Providers – are contracted by DIS 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;
- In-class and study skills support;
- Assistance when on vocational placement.

The following Participants are not eligible to receive LSS:

- School enrolled students;
- Participants enrolled in accredited units of competency delivered through ACE Accredited Grant Projects or Jobs First Employment Projects;
- 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 LSS Service Agreement with an LSS Service Provider (a list is published on the [WorkReady website](#)). The Service Agreement includes:

- a description of the LSS Service 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 Service 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 Service Provider.

#### **4.4 Decision to provide LSS**

LSS is subsidised by DIS 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 LSS Service Agreement. If an LSS Service Provider considers that the referring Service Provider is not fulfilling its roles and responsibilities under the LSS Service Agreement, in the first instance the LSS Service Provider will work directly with the referring Service Provider to resolve the matter. If the matter is not resolved, DIS 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.

If DIS considers that the Service Provider has not provided sufficient information about its existing student support, or plans to address gaps, then DIS may request further information. If DIS 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 DIS may decide the Service Provider cannot access LSS.

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



### RELATED DOCUMENTS

ATSA, Part 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](http://www.border.gov.au/Busi/Visa/Regi)

Skills and Employment User Guide: Create Participant Profile and Training Account

WorkReady website: WorkReady Subsidised Training List

WorkReady website: Participant Profile Amendment Form

### 5.1 Service Provider's obligations prior to enrolment

The Service Provider's obligations in enrolling a new Participant are contained in Part 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 the Service Provider 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. In deciding eligibility and entitlement, the Service Provider 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 determination;
  - All previous Training Accounts in the Participant's name.
- Ensuring evidence of the Upfront Assessment of Need is retained.
- 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 DIS 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 for Immigration and Border Protection (DIBP) 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 Participant’s 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. 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. To avoid duplicate profiles To avoid duplicate participant profiles or request amendments/corrections to existing records, please contact via email DIS.[skillscontracts@sa.gov.au](mailto:skillscontracts@sa.gov.au) or phone 1800 673 097 and ask to speak with the Contract Support Services team.

## **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 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.

The NAT00120 file should be maintained for accuracy.

### **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 “Closed”.

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 AVETMISS submission 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 “Closed”; 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 wishes to transition a Participant to a replacement course (which is already on its Schedule 3 - schedule of courses) then the Service Provider must contact the Skills and Employment Infoline by telephone on 1800 506 266 and request to speak with the VETA helpdesk for assistance, as this process can be automated to maintain the original Training Account start date and pricing elements, if required.

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

## 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 Process

South Australian Skills Gateway: Participant Agreement Collection and Use of Personal information

### 6.1 When is a new Participant Agreement required?

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

### 6.2 Processing a Participant Agreement

On the completion of a Participant Agreement, the Service Provider must forward this to DIS 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, if not already created
- 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 DIS on **DIS.Skillsforallstudentagreement@sa.gov.au** (multiple Participant Agreements can be attached to one email subject to server capacity).

## 7 WORKREADY SUBSIDY

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This chapter has been extracted and is available at <https://providers.skills.sa.gov.au/Get-Started/Subsidy-payments>

## 8 PARTICIPANT COURSE FEE

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This chapter has been extracted and is available at <https://providers.skills.sa.gov.au/Get-Started/Subsidy-payments>



### 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

### 9.1 Background

Bridging Units are units of competency or accredited modules that support the Participant's successful completion of a qualification. Bridging Units are in addition to the units that are normally undertaken to complete a qualification in accordance with the 'packaging rules' for that qualification.

All prospective Participants seeking access to a training place in a publicly subsidised course must undergo an Upfront Assessment of Need prior to enrolling in a course and after confirmation of Work Ready eligibility and entitlement.

Based on the results of both the initial and any additional diagnostic assessment, a Service Provider may create a Training Account and select up to **five (5) 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 (refer to section 1.2 of Directions: Terminology within the Directions).

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 (5) 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.

### 9.2 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 beyond the training package rules; or
- be used within 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.

### **9.3 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.

### **9.4 Record keeping and compliance issues**

DIS monitors 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.



### 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 Process

### 10.1 Purpose

Foundation skills<sup>1</sup> 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.

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.

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>.

### 10.2 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 (See WorkReady Subsidy Directions).

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 cannot be used where the Participant is undertaking a course deemed to be a Foundation Skills course. Foundation Skills Bridging Units can only be used where the Participant is undertaking a vocational 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

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<sup>1</sup> 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 Training Account of the FSK course 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.

### **10.3 FSK Foundation Skills Training Package courses**

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.

### **10.4 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/apply-for-workready-funding/apply-to-vary-your-contract#foundation>

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 the Provider Application for variation to the Schedule 3 schedule of courses.

#### **10.4.1 FSK Foundation Skills Training Package Courses**

A Service Provider may only deliver an 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.

DIS closely monitors enrolments in Foundation Skills Courses to ensure their appropriate application.

#### **10.4.2 Bridging Units of Competency**

A Service Provider may only deliver units of competency from the FSK Training Package as Bridging Units 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
- 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.

DIS monitors enrolment in Foundation Skills Bridging Units closely to ensure their appropriate application.

## 11 SUBCONTRACTING

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### 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

### 11.1 Purpose

The Service Provider must not subcontract accredited training other than in accordance with this Direction. In line with the national *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](#)'.

### 11.2 Third party arrangement process:

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.
- The primary Service Provider must ensure that competency has been achieved by participants trained by the third party.

### 11.3 What can be delivered under third party arrangements?

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

#### 11.3.1 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 five (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 be delivered by a third party, providing the third party is a WorkReady Service Provider and courses from the FSK training package on its ATSA Schedule of Courses; 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 be 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.

### 11.3.2 Other units of competency

- Where a Service Provider cannot, or chooses not to, deliver units other than bridging units (“other units”), it may engage a third party to deliver up to **2 units** of competency per qualification, provided that the third party is a Service Provider and provided that the other units are sourced from qualifications on the third party’s ASQA scope of registration.
- Where a Service Provider cannot, or chooses not to, deliver units other than bridging units (“other 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 units** of competency per qualification, provided that the other units are sourced from qualifications on the third party’s ASQA scope of registration.

Other units of competency described in this section count towards the maximum number of units payable for the qualification.

### 11.4 Reporting

The primary Service Provider that engages a third party remains responsible for reporting the training and assessment activity.

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

ASQA Fact Sheet: [Marketing and advertising](#)

ASQA requirements: [Standards for Registered Training Organisations \(RTOs\) 2015](#)

Australian Consumer Law: [Competition and Consumer Act 2010](#).

### 12.1 Advertising WorkReady funded activity

The major sources of information for Service Providers about marketing are the WorkReady Head Agreement, Accredited Training Service Agreement (ATSA), and ATSA Directions. Important information is also published by the Australian Skills Quality Authority (ASQA) and the Australian Government through the *Competition and Consumer Act 2010* (formerly known as the *Trade Practices Act 1974*).

The Head Agreement requires that Service Providers do not engage in misleading or deceitful marketing practices including not using any kind of inducement or duress to encourage a person to participate in subsidised training delivered under WorkReady.

The ATSA requires Service Providers to publish to students and to prospective students full, clear and accurate information about the courses they offer, including information about all fees and charges payable by students so that they can make informed decisions about training options.

The Australian Skills Quality Authority (ASQA) also publishes information about the responsibilities that registered training organisations have in ensuring that students or prospective students are given accurate information about training. WorkReady Service Providers are expected to comply with ASQA requirements.

Australian Consumer Law also constrains Service Providers in promoting and marketing vocational education and training services to students, and it affords students some protections.

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

- include the statement: 'Eligibility criteria apply' or 'Visit [www.skills.sa.gov.au](http://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.

Service Providers must either:

- attach 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.

## 12.2 Government of South Australia logos – technical specifications

The following technical specifications must be applied to the use of the Government of South Australia logo:

- The vertical, stacked GOSA logo should be the standard with the horizontal version used in instances where the design or application precludes the use of the standard form.
- The minimum size of the roundel should be 10mm in diameter. The logo should not be altered in any way. No part of the image may be recreated or redrawn and the logo must always retain its original proportions (proportions are maintained by holding down the shift key when re-sizing images). The logo may not be rotated.
- The logo must be protected by an isolation zone of 5mm of clear space on all sides, equal to half the size of the roundel (this applies to every version and all applications).
- The logo must be free of background colour changes.
- The full colour version of the GOSA logo is the preferred option where available.
- Reversed Government of South Australia logos (white) should only be used when the background colour is dark enough to provide strong contrast against the logo.
- Only one Government logo (department or agency logo) may appear on communication of any nature, including sponsorship.
- Where more than one government entity is involved, only the GOSA logo may be used, and multiple agencies should be identified in text.



## 12.3 ASQA requirements

The ASQA Fact Sheet "[Marketing and advertising](#)", available for download from the ASQA website at [www.asqa.gov.au](http://www.asqa.gov.au), outlines the marketing and advertising requirements of the national [Standards for Registered Training Organisations \(RTOs\) 2015](#), specifically Clause 4.1.

Clause 38 of the ATSA requires all WorkReady Service Providers to warrant they will comply at all times with the Registering Body (ASQA) and the provisions of the Standards.

Some of ASQA's requirements are that in any marketing or promotion the Service Provider must:

- include its RTO code in any marketing;
- include the code and title of any training product unless the marketing is not about a specific product but is rather promoting training in a general industry area;
- keep its website up to date;
- make it clear where a third party (name and RTO code) will be recruiting or training and assessing on the RTO's behalf;
- ensure that any statements made about the duration of a course are accurate and consistent with the amount of training identified in training and assessment strategies and comply with the AQF Volume of Learning requirements;
- ensure that any statements made about employment outcomes following completion of a course are not misleading;
- include details about any financial support/ subsidy arrangements (e.g. funding subsidy, VET Student Loan, etc.) that will be put in place, including details of debts that may be incurred and loss of entitlement that may result as a result of a learner undertaking a course associated with a funding subsidy;
- not guarantee a learner will successfully complete a training product on the Service Provider's scope of registration;
- not guarantee a training product can be completed in a manner which does not meet the requirements of Clause 1.1 and 1.2 of the national [Standards for Registered Training Organisations \(RTOs\) 2015](#) (relating to a comprehensive training and assessment strategy);
- not guarantee a learner will obtain a particular employment outcome where this is outside the control of the Service Provider.

#### **12.4 Australian Consumer Law**

The full text of the Australian Consumer Law (ACL) is set out in Schedule 2 of the [Competition and Consumer Act 2010](#).

Chapter 2 of the ACL includes information about consumer protections including but not limited to:

- a general ban on misleading and deceptive conduct in trade or commerce;
- a general ban on unconscionable conduct in trade or commerce and specific bans on unconscionable conduct in consumer and some business transactions; and
- a provision that makes unfair contract terms in consumer contracts void.

Chapter 3 includes (but is not limited to):

- Specific protections, such as prohibiting certain false or misleading representations, the supply of unsolicited goods or services, referral selling, harassment or coercion;
- Provision for the Commonwealth Minister to prescribe information standards about the information required to be provided by suppliers of consumer goods and of services.

#### **12.5 Implications for quality and compliance monitoring**

- All WorkReady Service Provider websites should provide a link to [www.skills.sa.gov.au](http://www.skills.sa.gov.au) where WorkReady courses are mentioned.
- Messaging on the Service Provider website must be consistent with all messages on [www.skills.sa.gov.au](http://www.skills.sa.gov.au).
- All marketing and promotion of courses should identify enrolment conditions so that potential students can make informed choices about their course.
- Course Eligibility criteria should be clear and, where possible, linked to the [www.skills.sa.gov.au](http://www.skills.sa.gov.au) eligibility calculator.
- Service Providers must provide up-to-date details of course fees for all courses on their Schedule of Courses, identifying where additional expenses and costs might be involved.
- The Service Provider website must acknowledge that the Student Course Fee and optional additional expenses are “indicative only and subject to confirmation at the time of enrolment”.

Where courses are WorkReady funded, this should be clearly identified on the Service Provider’s website.



### **RELATED DOCUMENTS**

ATSA, clause 12: Payment of Subsidies  
ATSA, clause 27: Enrolment  
ATSA, clause 28: Variation of Eligibility Criteria and Entitlement Criteria  
ATSA, clause 29: Assessment of Learning Support Needs  
ATSA, clause 30: Bridging Units  
ATSA, clause 32: Fees  
ATSA, clause 37: Service Provider's Obligations  
ATSA, clause 40: Records  
ATSA, Schedule 1 Section 8; Subsidies for Accredited Training  
ATSA, Schedule 2: Eligibility and Entitlement Criteria

### **13.1 Records and Evidence**

Record keeping requirements for the ATSA are covered under clause 40 of the ATSA.

It should be noted that clause 40.3.2 states that all records and documentation are to be kept by the Service Provider for a period of at least three (3) years after the later of the Expiry Date of the Head Agreement or the Service Agreement Expiry Date or such longer period required by law.

To satisfy record keeping requirements for the ATSA, the Service Provider will maintain full complete and accurate records including but not limited to the following:

- 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. In the absence of a USI, a copy of one of the following documents is required to be retained by the Service Provider : Birth Certificate, Passport, South Australian Driver's License, or Medicare Card.
- Documented evidence that each Participant has entered into a Participant Agreement, completed enrolment forms and agreed to the schedule of fees for the services provided by the Service Provider;
- Documented evidence to confirm eligibility and entitlement for each Participant enrolled in training services. Documentation, where relevant, could include enrolment form; Training Guarantee for SACE Student forms A & B; training contract documentation (including Australian School Based Apprentices); FLO exemption; citizenship or permanent/temporary residency; highest qualification achieved; Centrelink payment registration; and concession card.
- Documented evidence to confirm suitability and Upfront Assessment of Needs (UAN) for each Participant enrolled in training services. Documentation, where relevant could include pre-course interview record; RPL assessment and documentation; Bridging Units and Foundation Skills records; UAN requirements including all Learning and Support Plan documentation.
- Documented evidence of each Participant's participation in training and assessment activities, including authorised training plans, course attendance records, authorised records of assessment and results, and work placement logbook (where required).
- Documented evidence of the achievement by a Participant in resulted units of competency as specified by AVETMISS including, any issued qualification certificate or statement of attainment. The

Service Provider is required to retain evidence of achievement as specified by [AVETMISS](#) and the national [Standards for Registered Training Organisations 2015](#).

- Documented evidence that confirms the reasons for including Bridging Units in the delivery of a qualification for a Participant.
- Documented evidence of the qualifications, vocational currency, professional development activities and criminal history assessments of every trainer that delivers training services, and administrative staff member who accesses personal records of Participants under the age of 18, under the ATSA.
- Details and engagement activities of employers who can provide feedback on graduates whom they have employed, or current Participants, who have been in receipt of Training Services from the Service Provider.
- Formal contractual documentation related to any subcontracting arrangements made in accordance with the Head Agreement or ATSA.
- Evidence provided by the Department for Education (DE) that the Service Provider has lodged a Child Safe Environments Compliance Statement with DE.
- Documented evidence of fees charged to Participants including records of fee concessions, fee exemptions, Participant Course Fees and Incidental Fees.

## 14 TRAINING GUARANTEE FOR SACE STUDENTS (TGSS)

### 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

### 14.1 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 eligible school-enrolled students who are undertaking the South Australian Certificate of Education (SACE).

TGSS is designed to support eligible SACE students (or those studying an equivalent senior secondary certificate) to commence a 'certificate III completion pathway' as an integrated part of their SACE.

### 14.2 Scope

TGSS arrangements do not apply to Participants who are enrolled under the Australian School Based Apprentices ("ASBA") or Flexible Learning Options (FLO) schemes. ASBA and FLO are fundamentally different to TGSS and separate arrangements apply.

Only identified certificate II and III courses will be available to eligible school-enrolled students through 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).

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

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

Students undertaking a VET qualification through TGSS are expected to complete the qualification either whilst at school or through a combination of at school and post school.

### 14.3 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](http://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](http://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.

#### **14.4 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 70 hours of work placement that is relevant to the student's intended vocational career.

The Service Provider is not required to conduct the WorkReady "Upfront Assessment of Need" for TGSS students (see **Upfront Assessment of Need** Direction) however the Service Provider must ensure students meet requirements for the course as per training package requirements and may use any assessment tools it sees fit to determine student suitability including for literacy and numeracy.

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. DIS 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.

## **14.5 ETP forms**

### **14.5.1 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).

### **14.5.2 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 specify on the ETP Form B the course the student wishes to undertake post-school. Access to a publicly subsidised post-school training pathway will be subject to (i) the proposed course being available on the WorkReady Subsidised Training List, (ii) any course conditions that may apply (see **Course Conditions** Direction), and (iii) students meeting any entry requirements.

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

If a student is successful in gaining an apprenticeship post-school, then the student and their employer are entitled to select their Service Provider of choice. 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 Individual Support as part of their SACE, and complete 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.

### **14.5.3 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.

## **14.6 Work placement**

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

A condition of participation in TGSS is that schools assist students to plan for and undertake the required 70 hours of work placement per TGSS course 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 course includes a work placement, students must meet these requirements; where this is less than 70 hours, students are required to meet the 70 hours work placement requirement.
- If the relevant Training Package specifies less than 70 hours of work placement, the student must still undertake at least 70 hours of work placement per TGSS subsidised course the student undertakes 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.

#### **14.7 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;
- Take all reasonable steps to ensure the student understands the arrangements for their transition to the Service Provider post-school to complete and/or commence the next phase of 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 for Education (DE); 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.

## **14.8 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](http://www.sace.sa.edu.au).