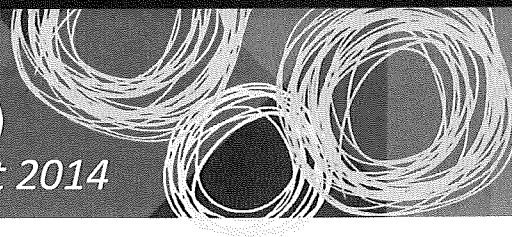


## PQS Compliance Audit Evidence Guide (User Choice 2010—2015) for the *Further Education and Training Act 2014*



This audit evidence guide for supervising registered training organisations (the Suppliers) has been developed for your use. It aims to support development of a shared understanding of the legislative and compliance requirements Suppliers must meet and helps explain the linkages between the *Further Education and Training Act 2014* (FET Act), the *Further Education and Training Regulation 2014*, the Apprenticeship/Traineeship policy and procedures which support the FET Act, the *Vocational Education and Training Pre-qualified Suppliers (VET PQS) Agreement* and the *User Choice 2010—2015 Policy*.

When implemented correctly, the *PQS Compliance Audit Evidence Guide (User Choice 2010—2015)* will help your organisation work more effectively within Queensland's funded apprenticeship and traineeship system, will help in maintaining compliance in relation to Clause 9.1(c) of the *VET PQS Agreement* and remove much of the stress that can be associated with User Choice compliance audits.

The evidence guide provides general advice on the types of evidence necessary to prove compliance with the *VET PQS Agreement*, the *User Choice 2010—2015 Policy* and the *FET Act* and should be read in conjunction with each of these documents to provide a clear overview of the roles and responsibilities of Suppliers.

How to read and interpret this evidence guide:

Compliance focus
FET Act/Regulation
VET PQS Agreement and User Choice 2010—2015 Policy
Apprenticeship/Traineeship Operational Policy and Procedures
Evidence guide

The Supplier determines the legitimacy of workplace arrangements regarding the employer's capacity to provide facilities, range of work and supervisory arrangements	
FET Act	<p>s. 56 – Employer to provide supervision, facilities and training</p> <p>s. 67 – Availability of facilities</p> <p>s. 68 – Supervising registered training organisation to ensure delivery of training</p> <p>s. 74 – Signing of training plan</p>
Departmental policy/procedures	<p><u>Adequate training arrangements</u></p> <p><u>Declaration of Apprenticeships and Traineeships - Policy</u></p> <p><u>Transfer of Registered Training Contracts - Permanent or Temporary</u></p>
VET PQS Agreement	<p>Clause 3.2(b) provide Training and Assessment and other VET services with due skill, care and diligence to a high professional standard</p>
User Choice 2010—2015 Policy	<p>Clause 1.2 Employment Arrangements</p>
<p><b>Evidence guide:</b></p> <p><b>Facilities and resources</b></p> <p>A Supplier <b>must</b> ensure it can provide or arrange to provide the apprentice or trainee with the facilities, services, supervision and training required under the training plan for the apprentice or trainee. Where training and/or assessment is conducted in the workplace (the off-the-job and/or on-the-job training component), the Supplier <b>must</b>, prior to negotiating the training plan for the apprentice or trainee, capture and retain evidence it has assessed the employer's ability to provide the apprentice or trainee the facilities, range of work, supervision and training required by the FET Act.</p> <p>A Supplier <b>must</b> provide evidence at audit it has sourced or developed an Employer Resource Assessment (ERA) document which addresses the employment and training arrangements required under the FET Act for traineeships and apprenticeships and has been undertaken for each individual apprentice or trainee against their respective workplaces.</p> <p>To assist Suppliers in retaining sufficient evidence to substantiate the ERA has been conducted to determine the legitimacy of workplace arrangements, the department's current version of the ERA form can be located at the following location: <a href="http://www.apprenticeshipsinfo.qld.gov.au/information-resources/forms.html">www.apprenticeshipsinfo.qld.gov.au/information-resources/forms.html</a></p> <p>Where host employer arrangements are in place, a Supplier <b>must</b> provide evidence at audit of the information supplied to the Supplier by the group training organisation (GTO) or principal employer organisation (PEO) to satisfy the Supplier's ERA obligations.</p> <p>The Supplier is required to determine an appropriate ratio of apprentices/trainees to qualified persons (supervisor). Where the Supplier determines a supervisor (as the qualified person) is able to act as the supervisor for more than one apprentice or trainee, the Supplier <b>must</b> justify this decision and record all details within the ERA. Factors which may support the Supplier in its determination of an appropriate ratio include:</p> <ul style="list-style-type: none"> <li>• the age and life experience of the apprentice/trainee in the workplace</li> <li>• whether the apprentice/trainee is new or an existing worker</li> <li>• the level of competence and experience of the apprentice/trainee in a particular task/skill</li> <li>• the risk associated with the work environment and the tasks to be completed by the apprentice/trainee</li> <li>• the proximity of qualified persons and apprentices/trainees within the workplace.</li> </ul> <p>The Supplier <b>must</b> also review the <u>Queensland Training Information Services (QTIS)</u> database to determine</p>	

whether the specific qualification the apprentice or trainee is enrolling in includes any industry specific requirements regarding the supervision requirements for apprentices and trainees.

While there is no set ratio required for the number of supervisors to apprentices/trainees it is generally accepted for apprenticeships there is one supervisor to each apprentice. This may be relaxed as an apprentice gains skills and experience or where an apprentice commences with existing skills and experience.

In situations where the training contract is transferred to another employer, whether it is a permanent transfer or on a temporary basis, the Supplier **must** conduct a new ERA on the new employer, and record and retain all evidence of this process as outlined above. In the case of a temporary transfer the ERA would only need to consider the period of the temporary transfer and the relevant training plan requirements for that time.

**Above requirements must be evidenced by the following:**

A completed ERA document which captures evidence the Supplier has assessed the workplace arrangements for each apprentice and trainee and the employer is able to provide adequate facilities, range of work, supervision and the on-the-job training required by the FET Act.

In addition, evidence of the integrity of the ERA process conducted may be underpinned by the following:

- A learning and assessment strategy that details the resources the Supplier has for delivery and assessment.
- A training plan detailing the resources the Supplier has accessed through the employer or other organisations for delivery and assessment.
- A checklist detailing the resources, range of work and supervisory arrangements within the apprentice or trainee's workplace.

**The Supplier retains all assessment evidence to validate claims for payment submitted to the department**

FET Act	s. 68 – Supervising registered training organisation to ensure delivery of training
Departmental policy/procedures	N/A
VET PQS Agreement	Clause 9.1(a)(ii) Clause 9.1(b)
User Choice 2010—2015 Policy	Clause 2.4 Payment and Reporting (Table 2)

**Evidence guide:**

The parties to the training plan need to agree the apprentice/trainee has received on-the-job training and achieved an appropriate level of workplace performance prior to the submission of any claim for payment against units of competency. In addition, formal assessment (of the knowledge and skills and their practical application) of the apprentice/trainee will also need to be conducted. Assessment is the process a qualified assessor administers to reach a decision about the competency of the apprentice/trainee.

- Formal assessment conducted by the Supplier must involve the evaluation and retention of a **sufficient** range of assessment evidence to enable a decision to be made regarding competence and must comply with the assessment guidelines and other requirements stated in the nationally endorsed training package.
- It is the role of the Supplier to communicate to workplace supervisors, in terminology appropriate to the workplace, the expectations of the range of tasks and the performance level expected. It is not acceptable to require employers, apprentices or trainees to 'unpack' or interpret training package components in order to

determine workplace performance requirements.

- It is the responsibility of Suppliers to confirm competency. Competency is achieved when a student can demonstrate required knowledge and skills and their practical application. This responsibility cannot be assigned to the employer/workplace supervisor.
- In traineeships and apprenticeships, the final determination about the satisfactory demonstration of performance outcomes for each unit of competency is made as joint decisions by the Supplier and the employer prior to the final judgement of competence by the assessor.

Suppliers must ensure employers, particularly direct supervisors, are involved in the monitoring of progress towards competence.

- Regular communication between the Supplier and the apprentice's or trainee's workplace supervisor is vital to ensure apprentices/trainees are making appropriate progress in their journey towards completing their apprenticeship/traineeship.
- Discussions about the level of performance and the range of skills required by apprentices/trainees should be in the language of the workplace (task-based), rather than the language of training packages.
- Progress towards a qualification must be measured against the requirements of the training package, without placing additional performance requirements on students resulting from employer expectations.

**Recognition of Prior Learning (RPL)**

Where RPL has been granted to a participant, the Supplier must submit AVETMISS data with a Delivery Mode Identifier '90' and an Outcome Identifier '51' for each participant for each relevant unit of competency/module.

**These requirements may be evidenced by the following:**

Assessment of competence

All the assessment material completed by the apprentice/trainee for each unit of competency to substantiate that a sufficient range of assessment was conducted to support competence.

RPL

- All the assessment undertaken for an RPL process
- Any other supporting documentation, such as originals or certified copies of formal/informal course certificates, references or testimonials from employers, volunteer organisations, clubs, associations etc, that contributed to the judgement that the participant is competent.

**The Supplier facilitates the negotiation and development of a training plan with the employer and apprentice/trainee and the issuance and updating of a training record**

<b>FET Act</b>	Schedule 1 - Dictionary s. 56 – Employer to provide supervision, facilities and training s. 67 – Availability of facilities s. 68 – Supervising registered training organisation to ensure delivery of training s. 69 – Supervising registered training organisation to notify chief executive if progress not made under training plan s. 71 – Training plan for apprentice or trainee s. 72 – Parties to training plan s. 73 – Training plan to be negotiated by parties
----------------	---

	<p>s. 74 – Signing of training plan</p> <p>s. 75 – Copies of signed training plan for apprentice or trainee</p> <p>s. 80 – Changing training plan for an apprentice or trainee</p> <p>s. 81 – Signing changed training plan for apprentice or trainee</p> <p>s. 82 – Supervising registered training organisation may make minor change to training plan</p>
<b>FET Regulation</b>	r. 4 – Training records
<b>Departmental policy/procedures</b>	<p><u>Guide to training plans and training records</u></p> <p><u>Transfer of Registered Training Contracts - Permanent or Temporary</u></p>
<b>VET PQS Agreement</b>	Clause 3.2(b) provide Training and Assessment and other VET Services with due skill, care and diligence to a high professional standard
<b>User Choice 2010— 2015 Policy</b>	N/A

**Evidence guide:****Training plans**

An apprentice/trainee must have a training plan that outlines the training the Supplier and the employer will provide and the qualification that will be issued at the completion of the apprenticeship/traineeship. Whilst Apprenticeship and Traineeship Regulatory Guideline 10 is no longer in force, the department has declared from 1 July 2014 all training plans for Queensland apprentices and trainees **must** be in the approved form. On 11 September 2014, the department recognised the National training plan template as the approved form. The department's National training plan template is available at:

[www.training.qld.gov.au/training-organisations/srto/index.html](http://www.training.qld.gov.au/training-organisations/srto/index.html)

Please note that it is acceptable for Suppliers to develop their own training plan template to meet their individual requirements provided it contains all the information and functionality contained within the national training plan template.

- A transition period is to be granted for Suppliers to update systems supporting the development of training plans. It is expected the new National training plan template will be used in instances where a new training plan is required (e.g. new commencement). As a general guide, based on the legislative requirement for a Supplier to get an initial training plan signed within 3 months of the start of the apprenticeship or traineeship, it would be expected the new template will be fairly consistently introduced by January 2015. For existing apprentices/trainees it is expected Suppliers will update to the new training plan template when the current one requires an amendment.
- A Supplier **must** ensure a training plan has been developed for each apprentice/trainee. It must be negotiated and agreed to by all the parties (i.e. apprentice/trainee, employer, and Supplier). When the parties have agreed to it they must sign it. The Supplier **must** ensure this process is completed within 3 months of the start of the apprenticeship or traineeship.
- If the parties to the training contract have decided to replace the Supplier, the new Supplier **must** ensure the new training plan is negotiated, developed and signed by all parties within 28 days after becoming the Supplier.
- If the parties to the training contract decide to transfer the apprentice/trainee to another employer, either permanently, temporarily or by statutory transfer, the Supplier, on agreeing to remain the Supplier, **must** arrange for a new training plan to be negotiated, developed and signed by all parties within 28 day after the

transfer of the training contract.

- The Supplier **must** ensure a copy of the signed training plan is given to the apprentice/trainee and the employer, within 14 days after it is signed by the parties.
- Where parties have agreed to amend the original training plan, the Supplier must provide a copy of the signed amended training plan to the apprentice/trainee and the employer within 14 days after it is signed by the parties, in all instances where amendments result in changes to the:
  - how (method of training delivery or assessment)
  - when (timeframes for training delivery and assessment e.g unit start and end dates)
  - where (location of training delivery or assessment)
  - what (changes to qualifications or units of competency being trained and assessed)
  - who (party responsible for training delivering or assessment).
- The Supplier **must** ensure the selection of units of competency within the training plan aligns with the training packaging rules for the qualification, taking into consideration any requirements for pre and/or co-requisite units of competency and qualification entry requirements.

#### Transition

A Supplier **must** maintain a current scope of registration by ensuring it transitions from a superseded qualification to its nationally recognised equivalent. The Supplier must transition the apprentice or trainee to the replacement qualification within 12 months of its publication/release date as it appears on training.gov.au.

Where a bulk transition has occurred, the Supplier must retain evidence:

- the employer and apprentice or trainee have been consulted
- the training plan has been updated to reflect the changes
- if the transition from a superseded qualification results in changes to the how, where and/or when the training will be delivered or who is delivering the training, the Supplier **must** arrange for the parties to sign the new training plan and retain evidence a copy of the signed training plan has been provided to the employer and apprentice/trainee within 14 days after it was signed by the parties.

#### Permanent or temporary transfer

In situations where the employer and apprentice/trainee have agreed to transfer the training contract to another employer, either permanently, temporarily or by statutory transfer, the Supplier, on receipt of advice from the previous employer, must determine whether it agrees to accept/continue in the role as Supplier with the new employer. If the Supplier agrees to this role, it **must** ensure a new training plan is negotiated, developed and signed by the new employer and the apprentice/trainee within 28 days of notification. A signed copy of the new training plan **must** be provided to the new employer and apprentice/trainee within 14 days after it is signed by the parties. The Supplier **must** retain evidence this process has been completed.

#### Simulated arrangements

In situations where the employer does not have the necessary range of work or facilities relating to any specific unit/s of competency, it is acceptable for all assessment requirements for those units of competency to occur in a Supplier environment. Where this strategy is identified as the most suitable method of ensuring demonstration of knowledge and skills, the Supplier **must** ensure details of these arrangements are documented within the development of the initial training plan.

#### This requirement may be evidenced by the following:

- a training plan has been issued to each individual apprentice and/or trainee; and
- details of when the original and any subsequent training plan was issued (e.g. checklist, letter, induction,

receipt of issuance).

### Training records

The Supplier must provide the appropriate training record to the apprentice or trainee, to be kept for the duration of the apprenticeship or traineeship, within 14 days after the training plan is signed.

The training record provides evidence the training (both on-the-job and off-the-job/formal) for all competencies required for the chosen qualification has been completed. There is no set format for a training record. It may be kept in any way the Supplier considers appropriate. For example, the training record may be kept in booklet form or in an electronic format.

The Supplier and the employer must, at reasonable intervals of not more than three months, require the apprentice or trainee to produce the training record to have particulars of completed training entered.

#### **This requirement may be evidenced by the following:**

- a training record template issued to apprentices and trainees for each qualification; and
- details of when the training record was issued (e.g. checklist, letter, induction, receipt of issuance)
- evidence to support the training record is being reviewed; reviews **must** occur at a minimum of three monthly intervals.

**Training records are not assessments and will not, at audit, be accepted as evidence of assessment.** The training record usually only provides the workplace supervisor an 'abbreviated' version of some of the training package requirements, often a list of the elements and performance criteria from the training package units of competency. As best practice, the training record should include details regarding observable workplace tasks relevant to each individual unit of competency to allow the employer/workplace supervisor an understanding of the expectations.

As the name suggests, a training record is a record of the apprentice's/trainee's training and the date it was completed. The training record must always remain in the possession of the apprentice/trainee.

**Suppliers are advised the supervisor's signing of the training record cannot be used as the sole evidence to confirm the practical application of skills.** There is significantly more to conducting assessment than indicated on the training record. Where evidence from the workplace is to be used to contribute to the assessment process (as supplementary assessment evidence), the Supplier assessor is required to interpret competency standards and translate the units into workplace tasks that are meaningful to the employer and able to be observed in the normal course of work carried out by the apprentice/trainee. The training package contains other specifications that include the required knowledge and skills and the critical aspects that are necessary to achieve competency.

If the Supplier decides to use the training record as a mechanism to collect evidence to support assessment decisions in the workplace, the following points must be considered:

- Employers/workplace supervisors need to describe the tasks the apprentice/trainee performs. These tasks can be matched against the requirements of the competency standard by the qualified trainer/assessor.
- Provision should be made to record the repetition of tasks as they occur (daily, weekly, monthly etc.). A single assessment event may not be sufficient to confirm competency. A reliable record from the employer that confirms the workplace performance of related tasks or activities over a period of time and supported by evidence collected in the workplace, can give the assessor the confidence to make a valid decision about the apprentice's/trainee's competence.
- Evidence collected in the workplace can provide the assessor information about the apprentice's/trainee's ability to deal with all the different demands of the job such as the planning, prioritising and dealing with the unexpected. Simulated assessment environments often cannot provide the full range of workplace priorities and contexts that the apprentice/trainee will need to manage in their employment.

Such a collection of evidence supports the training obligation of the employer, contributes to holistic assessment practices and provides reliable evidence of workplace performance through satisfactory repetition of tasks. In the end, the decision of competency remains that of the Supplier and therefore must be based on the retention of a sufficient range of assessment evidence.

#### Simulated arrangements

In situations where the employer does not have the necessary range of work or facilities relating to any specific unit/s of competency, it is acceptable for all assessments for those individual units of competency to occur in a Supplier environment. The Supplier **must** ensure this is the most suitable method of ensuring demonstration of knowledge and skills in accordance with training package requirements. If this arrangement is to occur, it must be documented and the record must be kept by the Supplier.

However, the contribution of the employer/supervisor to confirm performance and therefore acknowledging the progression of the apprentice/trainee as expressed in the training plan, requires Suppliers to engage with the workplace in the development, delivery and monitoring of training and assessment.

#### The Supplier has retained sufficient evidence of training and assessment (including on-the-job verification) to validate AVETMISS data submitted to the department

FET Act	Schedule 2 - Dictionary s. 56 – Employer to provide supervision, facilities and training s. 67 – Availability of facilities s. 68 – Supervising registered training organisation to ensure delivery of training s. 69 – Supervising registered training organisation to notify chief executive if progress not made under training plan s. 71 – Training plan for apprentice or trainee s. 72 – Parties to training plan s. 73 – Training plan to be negotiated by parties s. 74 – Signing of training plan s. 75 – Copies of signed training plan for apprentice or trainee
FET Regulation	r. 4 – Training records
Departmental policy/procedures	<a href="#">Guide to training plans and training records</a> <a href="#">Transfer of Registered Training Contracts - Permanent or Temporary</a>
VET PQS Agreement	Clause 9 Records
User Choice 2010—2015 Policy	Clause 2.4 Payment and Reporting Clause 2.4.3 AVETMISS Reporting Requirements Table 2 Payment Codes Table 4 Service Provision Not Funded
<b>Evidence guide:</b> <a href="#">Assessment</a> A Supplier <b>must</b> maintain evidence of all the assessment instruments completed by each apprentice/trainee for	

each unit of competency/module. For example, if the full range of assessment instruments used for a unit of competency comprise a short answer question and an observation, the Supplier **must** keep records of the **completed** written assessment (short answer question) and the **observation checklist/benchmark criteria** the assessor used to make a judgement on competence (observation assessment).

It is acknowledged in some instances it is impractical to retain the actual completed product of an assessment item (e.g. ladder or cake), however in these instances the Supplier is required to retain the **completed criteria/marketing guide** the assessor used to make a judgement on competence for **each** apprentice/trainee. Suppliers **must** ensure evidence is retained for the term of the VET PQS Agreement and for a period of **six years** from the date of the expiration or termination of the VET PQS Agreement unless otherwise specified in writing by the department.

#### On-the-job verification

The Supplier **must** retain evidence the on-the-job verification has been achieved for each unit of competency/module for each student **prior** to submission of claims for payment (there **must** also be evidence of the employer/supervisor's verification of the apprentice's/trainee's ability to perform the task to industry standards).

The Supplier is able to evidence this requirement by retaining a copy of the training record related to the nominated unit of competency, which includes the employer's signature. As the training record must always remain in the possession of the apprentice/trainee, the Supplier **must** implement a process to ensure this evidence is captured and retained prior to the submission of claims for payment.

Alternatively, a third party report signed and dated by the employer would be sufficient evidence to substantiate on-the-job verification has been provided by the employer. To assist the employer in providing a completed third party report which substantiates their satisfaction with the apprentice's/trainee's on-the-job performances, the Supplier's assessor is required to interpret competency standards and translate the units into workplace tasks that are meaningful to the employer and able to be observed in the normal course of work carried out by the apprentice/trainee. The training package contains other specifications that include the required knowledge and skills and the critical aspects that are necessary to achieve competency.

File notes retained by the Supplier documenting a telephone or in-person conversation with the employer regarding the apprentice's/trainee's progress for the purpose of evidencing on-the-job verification will **not** be accepted at audit.

#### **Reporting accurate AVETMISS data**

The User Choice 2010—2015 Policy requires Suppliers to submit full and correct information that accurately reflects the delivery and outcomes for individual units of competency per student. The reporting **must** be completed in accordance with the most current national AVETMISS reporting requirements (including standards, guidelines, rules and descriptors).

#### Delivery Mode Identifier

In instances where more than one method of training is used by a Supplier (for example, a combination of face-to-face instruction and correspondence) the Supplier **must** have documented evidence to support which method is predominant per unit of competency to ensure the predominate delivery type is the code that is reported.

To support the accurate reporting of the AVETMISS Delivery Mode Identifier, the Supplier would identify the planned release pattern (based on its strategy and experience of the 'average' student) for the purposes of undertaking formal training (e.g. face-to-face instruction: 5hrs, workbooks: 10hrs) to identify the predominant delivery mode (e.g. in this example, workbooks are the predominant delivery mode and AVETMISS code '40' would be reported).

#### Outcome Identifier

Suppliers **must** have evidence to support the accurate reporting of AVETMISS Outcome identifier data. Assessment **must** be marked by the assessor in addition to clear evidence supporting the assessment outcome.

**The Supplier must retain 100% of assessment evidence for 100% of units of competency for 100% of apprentices and trainees.**

- AVETMISS Outcome identifier '20' – Competency Achieved  
Refer Assessment and on-the-job verification sections above.

- AVETMISS Outcome identifier '30' – Not Yet Competent

The Supplier **must** ensure sufficient evidence is retained to validate the Supplier's decision to report an apprentice/trainee as Not Yet Competent. Evidence retained by the Supplier must support the apprentice/trainee has attempted **all** forms of assessment required for the unit of competency and has been determined as Not Yet Competent in at least one form of assessment. The Supplier must also ensure sufficient evidence has been retained to support the apprentice/trainee has been given the number of re-assessment attempts outlined within the Supplier's assessment policy.

- AVETMISS Outcome identifier '40' – Withdrawal

The Supplier may submit a withdrawn claim for payment where evidence has been retained to validate the apprentice/trainee's **participation** in training for each unit of competency where a withdrawn claim is being submitted. In addition, withdrawn claims for payment will only be validated where the department acknowledges (recorded in its DELTA database) the apprentice/trainee has either cancelled their training contract or training has ceased as a result of a change of Supplier.

- AVETMISS Outcome identifier '51' – Recognition of Prior Learning

The Supplier **must** ensure sufficient evidence is retained to validate the Supplier's decision to award RPL. Evidence retained by the Supplier must incorporate all of the assessments undertaken for the RPL process along with any other supporting documentation, such as originals or certified copies of formal/informal course certificates, references or testimonials from employers, volunteer organisations, clubs, and associations etc. that contributed to the judgement of participant competence.

As outlined within the User Choice 2010–2015 Policy, the department will not fund the completion of a qualification where all units of competency have been granted through an RPL process.

Similarly, the Supplier will be challenged at audit in cases where:

- the sequence of training and assessment and RPL are not in accordance with training package requirements. If applicable, RPL should not be granted for competencies where the SRTO then provides training and assessment for the underpinning pre-requisite(s)
- the majority of units of competency have been successfully achieved through RPL, though training and assessment is provided for a small number of basic core units.

In these instances, non-compliance may result in the recovery of funds.

- AVETMISS Outcome identifier '60' – Credit Transfer

The Supplier **must** ensure all available credit transfers are acknowledged and are counted as part of the competency count in relation to the maximum number of units of competency payable for the qualification. This requirement may be evidenced by a copy of the qualification or statement of attainment issued to the student for each unit of competency being claimed for payment.

If the qualification or statement of attainment presented by the student is from a superseded qualification, the Supplier must refer to the training package mapping guide to determine where equivalency is identified, and issue a credit transfer for all equivalent units of competency.

- AVETMISS Outcome identifier '65' – Superseded training package

AVETMISS Outcome identifier '65' **must** be used when transitioning a student from a superseded qualification to the new qualification (often accompanied with the completion of a Notice of change of

qualification form) in accordance with the transition and teach-out rules prescribed by ASQA in each of the following situations:

- An apprentice/trainee commencing in a qualification which is subsequently superseded and the student is required to transition to new qualification. The Supplier **must** provide evidence a mapping process has been completed (i.e. training package mapping guide) for each transitioned student to identify where the current unit of competency is no longer equivalent (does not fully map) to the unit previously completed by the student. In each instance, the Supplier must provide all necessary gap training and assessment to address the outcomes of the new unit.
- An apprentice/trainee enrolls with the Supplier into the current training package qualification and is able to present qualification or statement of attainment listing unit/s of competency previously attained under superseded training packages. The Supplier must provide evidence a mapping process has been completed (i.e. training package mapping guide) identifying any previously completed units of competency which is determined as not equivalent within the current qualification. In each instance, the Supplier must provide all necessary gap training and assessment to address the outcomes of the new unit.

The use of Outcome identifier '65' does not absolve the Supplier of its responsibilities in relation to records retention and the Supplier must retain all evidence of gap training **and** gap assessment (including on-the-job verification from the employer) to support its claim/s for payment.

#### AVETMISS postcode

Suppliers **must** report an AVETMISS postcode of where the participant undertakes training. If this is at the Supplier's premises, this would be the postcode reported. If the student is predominantly undertaking training via the Supplier trainer attending the workplace, this would be the postcode reported.

If training is conducted via an electronic method of delivery (including online), the Supplier **must** report the postcode where the training originated, which will be the Supplier's head office location.

#### Start and end dates

Suppliers **must** report an AVETMISS start date which accurately represents when formal training commenced in the unit of competency. To ensure this occurs, a Supplier is encouraged to cross-reference a sample of its student participation records against the AVETMISS start dates that have been reported.

Suppliers **must** report an AVETMISS end date which accurately represents when the student was deemed competent in the unit of competency. To ensure that this is occurring, the Supplier is encouraged to cross-reference a sample of student assessment evidence (both on-the-job i.e. employer's verification and off-the-job/formal) against the AVETMISS end dates that have been reported.

#### **Retention of participation in training**

The VET PQS Agreement requires a Supplier to maintain accurate records on the provision of its services as it relates to training delivery. Suppliers **must** ensure evidence is retained for the term of the VET PQS Agreement and for a period of **six years** from the date of the expiration or termination of the VET PQS Agreement unless otherwise specified in writing by the department.

To meet this requirement Suppliers **must** collect and retain the following documents:

#### Training participation – Face-to-face within Supplier premises or workplace

- Full and complete records supporting each apprentice's/trainee's participation in training for each unit of competency/module from commencement to completion. In maintaining these records the Supplier **must** capture the following information:
  - Name of the student/s
  - Unit of competency/module code and name

- The date/s of training
- Location
- Trainer’s signature and date signed
- Signature of the apprentice/trainee

This requirement may be evidenced by the following:

- Class rolls
- Workplace visit sheets
- Attendance records

To streamline the requirements for Suppliers to evidence training participation, the department will accept the apprentice’s/trainee’s signature on the initial record of training participation for each individual unit of competency. Subsequent records of training participation will only require the apprentice’s/trainee’s name and the signature of the trainer to validate attendance. This evidence will be sufficient to substantiate any AVETMISS data relating to withdrawn claims for payment.

Training participation – electronic delivery / online

- Full and complete records supporting each apprentice’s/trainee’s participation in training for each unit of competency/module from commencement to completion. In maintaining these records the Supplier **must** capture the following information:
  - Name of the student/s
  - Unit of competency/module code and name
  - The date/s of training

This requirement may be evidenced by the following:

- System log-in reports

Training participation – correspondence

- Full and complete records supporting each apprentice’s/trainee’s participation in training for each unit of competency/module from commencement to completion. In maintaining these records the Supplier **must** capture the following information:
  - Name of the student/s
  - Unit of competency/module code and name
  - The date/s of training
  - Location
  - Trainer’s signature and date signed
  - Signature of employer/workplace supervisor

This requirement may be evidenced by the following:

- Record of training maintained by the student to record withdrawal to undertake workbooks/training resources

**The Supplier charges and collects student contribution fees (and/or employer contribution fees).**

FET Act

N/A

Departmental policy/procedures	N/A
VET PQS Agreement	N/A
User Choice 2010—2015 Policy	Clause 2.3 Government Contribution Clause 2.5 Fees and Charges
<p><b><u>Evidence guide:</u></b></p> <p><b>Induction information</b></p> <p>A Supplier <b>must</b> provide information to each client prior to enrolment that aligns with the department’s fees and charges requirements. In particular, the fees and charges information provided to state funded participants must acknowledge the correct student contribution fee rate, exemption fee categories and refund requirements as per User Choice 2010–2015 Policy arrangements.</p> <p>A Supplier may seek additional charges from the employer. Any additional charges must be negotiated up-front and disclosed to the employer prior to the apprentice’s or trainee’s enrolment.</p> <p><b>Student contribution fees</b></p> <p>The User Choice 2010–2015 Policy requires Suppliers to collect GST exempt fees as the participant’s contribution to the cost. To meet this requirement the Supplier <b>must</b> provide evidence it has charged and collected and applied any relevant exemptions. The rate of student contribution fees is reviewed annually and any increase is often implemented from 1 January each year. Consequently, the Supplier <b>must</b> ensure the student contribution fee is calculated against the correct fee rate as at the commencement of training for each respective unit of competency.</p> <p>Suppliers must only charge students the student contribution fee as outlined within the User Choice 2010—2015 Policy irrespective of whether a third party pays the fee on the student’s behalf. The Supplier is not permitted to charge any other fee associated with the apprenticeship/traineeship including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>• enrolment fee</li> <li>• administration fee</li> <li>• credit card processing fee</li> <li>• account keeping and/or processing fees charged by external fee collection agencies.</li> </ul> <p><u>This requirement may be evidenced by the following:</u></p> <ul style="list-style-type: none"> <li>• Invoices and receipts</li> <li>• Current records of fees paid (electronic records e.g. MYOB)</li> <li>• Current records of refunds given e.g. cheque/cash receipt.</li> </ul> <p>Where partial exemptions have been applied to the student contribution fee, irrespective of who pays on behalf of the student, evidence must be retained to verify the exemption. This requirement may be evidenced by the following (depending on the exemption category):</p> <ul style="list-style-type: none"> <li>• Proof of age – where the participant was or will be aged under 17 at the end of February in the year in which the Supplier provides training, and the participant has not completed year 12.</li> <li>• Evidence the participant holds a health care card or pensioner card issued under Commonwealth law, or is the partner or a dependant of a person who holds a health care card or pensioner concession card, and is named on that card.</li> <li>• Evidence the participant holds an official form under Commonwealth law stating the participant, his or her</li> </ul>	

partner or the person of whom the participant is dependant, is entitled to concessions under a health care card or pensioner concession card.

- Evidence the participant is an Aboriginal or Torres Strait Islander person, through self-declaration on AVETMISS compliant enrolment form.

A full exemption of student contribution fees is appropriate where:

- payment of the student contribution fee would cause the apprentice or trainee extreme financial hardship
- the student is a school-based apprentice or trainee
- from 1 January 2014, a student commences an apprenticeship or traineeship within 12 months of completing Year 12 and has enrolled into a high priority qualification. This exemption includes all students who have graduated Year 12 and have converted to either a full-time or part-time apprenticeship/traineeship within a high priority qualification. These students will retain entitlement to the 100% student contribution fee exempt.

An exemption of student contribution fees for individual units of competency must be awarded where

- credit transfer has been given for unit/s of competency previously achieved
- the Supplier has provided gap training and assessment as required by AVETMISS Outcome Identifier '65' as the result of a training package being superseded.

The Supplier **must** have a process in place to ensure student contribution fees are charged and collected for all apprentices and trainees who convert from school-based to either full-time or part-time. This requirement specifically relates to apprentices/trainees who have transferred from school-based to either full-time or part-time, and have not completed Year 12. The supplier **must** only charge and collect the student contribution fees for any unit of competency not yet commenced at time of transition.

#### **Employer contribution fee**

If the Supplier elects to collect an employer contribution fee, the Supplier **must** be able to evidence how the employer contribution fee has been negotiated and agreed, upfront, prior to the apprentice's or trainee's enrolment.

This requirement may be evidenced by the following:

- Invoices and receipts.
- A formal agreement between the Supplier and employer whereby the employer has agreed to pay a contribution fee.
- Senior Statement issued by the Queensland Curriculum and Assessment Authority (QCAA) as evidence of Year 12 Graduate.

#### **Refund policy**

In the event an apprentice/trainee either cancels their training contract or nominates to enrolment with another SRTO, the Supplier **must** retain evidence student contribution fees paid have been reimbursed to the student where the student has not undertaken the training or a proportionate refund where the apprentice/trainee has withdrawn from a unit of competency/module. To meet the requirements of the User Choice 2010—2015 Policy, a Supplier **must** include the following in its refund policy:

- provision for full refunds to participants for student contribution fees charged for training delivery that has not commenced at the time of the cancellation of enrolment
- provision for proportionate refunds where the participant has withdrawn from the unit of competency/module
- provision for refunds to employers/industry for additional charges paid beyond the participant and

government contributions.

Suppliers should consider outlining how they will determine the proportionate rate of fees to be refunded for any unit of competency commenced but not completed.

### The Supplier issues qualifications and statements of attainment

FET Act	<p>s. 45(2) – Issue of completion certificate if all parties agree</p> <p>s. 46 – Supervising registered training organisation must give completion agreement to chief executive</p> <p>s. 48 – Notification of failure to sign completion agreement</p>
Departmental policy/procedures	<p><u>Completing an Apprenticeship or Traineeship or Cancelling a Completion Certificate</u></p>
User Choice 2010—2015 Policy	<p>Clause 3 Duties of the Supplier</p>

#### Evidence guide:

#### **Completion of apprenticeship/traineeship**

Where all parties to the training contract and the Supplier have agreed all the training and assessment required under the training plan has been successfully completed, all parties (and the apprentice's/trainee's parent, if the apprentice/trainee is under 18 years) must sign a completion agreement. The Supplier **must** provide the department the signed completion agreement within 10 days after it is signed as notice that the signatories agree the apprentice/trainee has completed all training and assessment required under the training plan and a qualification has been issued.

In the event the apprenticeship/traineeship has ended either by cancellation of the training contract or completed of the qualification, the Supplier must ensure the student is issued with the certificate or statement of attainment irrespective of any outstanding student contribution fees owed to the Supplier.

#### This requirement may be evidenced by:

- a register or 'mail out record', to support the qualification or statement of attainment has been issued
- evidence of the written statement (Completion Agreement), signed by the employer and apprentice/trainee, supporting that the apprentice/trainee has completed the qualification
- copies of the qualification or statement of attainment issued.

Where the Supplier is reasonably satisfied all training and assessment required under the training plan has been sufficiently completed and one or both parties to the training contract have refused or neglected to sign a completion agreement after being requested by the Supplier to do so, the Supplier **must** provide the department with written notification.

Document control	
Document	PQS Compliance Audit Evidence Guide (User Choice 2010—2015) for the <i>Further Education and Training Act 2014</i>
Approving authority:	Manager, Market Quality Training and Employment
Approval date:	13 November 2014
Effective date:	1 July 2014
Related documents:	<ol style="list-style-type: none"> <li>1. <i>Further Education and Training Act 2014</i></li> <li>2. <i>Further Education and Training Regulation 2014</i></li> <li>3. Vocational Education and Training (VET) Pre-qualified Supplier (PQS) Agreement</li> <li>4. User Choice Pre-qualified Supplier Policy (RTO)</li> <li>5. User Choice 2010—2015 Policy</li> <li>6. PQS Compliance Audit Report (User Choice 2010—2015)</li> </ol>
Version control:	1

All documents are available online at: [www.training.qld.gov.au](http://www.training.qld.gov.au) or [www.legislation.qld.gov.au](http://www.legislation.qld.gov.au).