



**Learning  
Sphere**

**RTO Code 91718**

# Learner Handbook

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# INTRODUCTION

Welcome to Learning Sphere (RTO 91718).

This handbook is designed to provide you with information about our services and to guide you through your rights and responsibilities as a learner as well as what you should expect from us during your time studying with us.

Learning Sphere operates within the Standards for Registered Training Organisations 2015. This is legislation under the national Vocational Education and Training Regulator Act 2011, and we are monitored by the Australian Skills Quality Authority (ASQA). These standards are intended to ensure that all providers deliver consistent, high quality, vocational education and training.

## ACKNOWLEDGEMENT

Before you complete your enrolment, please be sure that you have read this handbook and understand its contents. If you need help or assistance in understanding or reading our handbook, please call and speak to one of our Services Team.

By completing the enrolment process you are acknowledging that you have read and understood the contents of this handbook.

## MISSION STATEMENT

Our goal is to deliver superior education services enabling all our learners to gain employment or advance their current careers across a range of industry sectors.

Our mission is to provide quality education to meet the workforce skills of the future.

We look to address skills shortages through engagement with employers in industries that require a trained workforce in the following areas:

- Pre-employment targeted skillsets or qualifications to get individuals employed within industry
- Qualifications obtained through Traineeships (being qualifications obtained while working)
- Higher level qualifications

## CONTACT DETAILS

Our head office is located at

23-25 Second Avenue  
Blacktown NSW 2148  
Phone: 1300 296 298  
Email: [admin.lst@learningsphere.com.au](mailto:admin.lst@learningsphere.com.au)

## TRAINING PACKAGES / COURSES

We deliver qualifications in the following areas. You can review our full scope of programs by clicking on the below link.

Horticulture	<a href="https://training.gov.au/Organisation/Details/91718">https://training.gov.au/Organisation/Details/91718</a>
Business Services	
Cleaning Services	
Hospitality	
Retail	
Supply Chain Operations	

Our training and assessment methods include:

- Workplace training and assessment
- Online
- Classroom (Face to Face or virtual)
- Blended delivery
- Recognition of Prior Learning

## LEARNER EXPECTATIONS

In summary, learners have the right to expect the following from Learning Sphere:

- ✓ **quality** training in line with current industry expectation
- ✓ learning and assessment resources to **support** their training
- ✓ be treated with **respect** and fairly in all interactions
- ✓ learn in an environment **free** of any form of harassment
- ✓ a **safe** environment with minimal risk to personal health and safety
- ✓ **full** information about their course content and assessment requirements before enrolling
- ✓ information regarding any change which may impact upon study
- ✓ that all personal information is kept private and secure in line our Privacy Policy
- ✓ access to their own information that we hold relating to their enrolment
- ✓ clear **feedback** regarding progress in studies and any other aspect of their training
- ✓ a **clear, transparent and accessible** complaint process
- ✓ a qualification provided within thirty days of successful completion of a course.
- ✓

## LEGISLATION

Learning Sphere will comply with all Federal, Commonwealth, State and Territory legislation and regulatory requirements relevant to its operations. All staff and learners will be informed of any changes to legislative and regulatory requirements that affect the services delivered via the most appropriate method identified. This includes, but is not limited to, compliance with:

- National Vocational Education and Training Regulatory Act 2011 and the legislative instruments it enables
- Workplace health and safety legislation and regulations
- Anti-discrimination legislation and regulations
- Consumer protection requirements
- Standards for Continuing Registration
- State Funding Contracts

## INSURANCE

To protect all stakeholders with whom we interact, we maintain currency in the following insurances:

- State based Worker's Compensation Insurance
- Public Liability Insurance
- Professional Indemnity Insurance

## HEALTH AND SAFETY

We are committed to the proper management of workplace health and safety. For onsite learners, we will provide a safe training area that controls any identified hazards.

We expect learners to be responsible for:

- complying with relevant health and safety policies and procedures
- obeying any reasonable instruction aimed at protecting their health and safety
- using equipment provided to protect their health and safety
- for onsite learners, reporting any incident or hazard to a Learning Sphere representative
- not being affected by alcohol or illicit drugs whilst undertaking study.

### Studying Online Tips

Online studying can result in fatigue and eye strain. Repetitive tasks and incorrect posture can result in consistent aches and pains. We recommend that learners organise their study to allow for a five/ten-minute rest every hour. This should include a change of position and stretching exercises as appropriate to your individual circumstances.

Your posture can be improved by adjusting your chair height so that your feet are comfortably placed on the floor (or footrest) and your arms are at an 90-degree angle.

Your screen should be positioned to avoid reflection from lights and windows and at a suitable distance so that it can be easily read.

## PRIVACY

Learning Sphere collects and stores personal information on our learners and industry clients. We take our responsibility for ensuring the security of all data very seriously and comply with the Privacy Act 1988 (Commonwealth).

Below is an abridged version of our Privacy Policy. This provides an overview of how we collect, manage, use, disclose, protect, and disposes of personal information in accordance with the Australian Privacy Principles (APPs) outlined in Schedule 1 of the Privacy Amendment Act 2012.

### Definitions

Under the Privacy Act 1988, personal and sensitive information is defined as follows:

#### Personal information

Information or an opinion about an identified individual, or an individual who is identifiable:

- whether the information or opinion is true or not; and
- whether the information or opinion is recorded in a material form or not.

#### Sensitive information

Includes information or opinion about an individual's racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices, criminal record, that is also personal information; health information about an individual; genetic information about an individual that is not otherwise health information; biometric information that is to be used for the purposes of automated biometric verification or biometric identification and biometric templates.

### Our Commitment

Learning Sphere commits to the following statements.

- Implementation and compliance with all applicable privacy legislation including the Privacy and Data Protection Act and Data Provision Requirements
- Compliance with the 13 Australian Privacy Principles as outlined in the Privacy Act
- Collecting, usage, storing and accessing personal information for legitimate reasons only
- Informing individuals, the purpose for which personal information is collected, and who is informed
- Personal information is only used for the purpose it was collected
- Provide Privacy Statements that set out the parameters of what personal information is collected
- Take reasonable measures to ensure Privacy information is up to date and complete
- Take reasonable business measures to ensure personal information is secure from unauthorised access and disclosure
- An individual can access personal records and have a copy of personal information provided the information does not identify any others
- Will not adopt, use, or disclose a government related identifier of an individual

## Authority to collect and store information

Learning Sphere is a registered training organisation under the authority of the National Vocational Education and Training Regulator Act 2011. This legislation requires us to collect personal and sensitive information from learners. This is specified in the Data Provision Requirements 2011 which is one of five legislative instruments that must be complied with as a condition of registration.

The data provision requirements require us to collect data from learners in accordance with the Australian Vocational Education and Training Management Information Statistical Standard (AVETMISS). This defines information about who the learner is, where the training is delivered and what is being studied along with the mandatory reporting of training activity to government agencies. Together these requirements form an obligation to collect, store and report information for any learners in nationally accredited training.

All personal and sensitive information collected from learners is retained securely within our Student Management System. Hard copy records are retained within our learner files.

**Learners may request a full copy of our Privacy Policy and Procedure, and this will be provided upon request. It is also available on our website.**

## RECORD RETENTION AND MANAGEMENT

Our Record Management policy ensures all learner records are stored and managed in a secure and safe manner and kept for the required timeframe. Below is an overview of the management of learner records, including personal and training related information. Records may include administration records, financial information, completed assessments and qualifications achieved and may be paper-based and electronic learner records.

- Qualifications and Statements of Attainment (results) are retained for a minimum of thirty (30) years
- Completed assessment resources are retained for a minimum of 6 months (fee for service) or as directed by state based funded contracts (for example, seven years for learners funded in Queensland)
- Learner assessment tools are retained for a minimum of five (5) years.
- Administrative records are retained for a minimum of five (5) years.

Paper-based assessments are scanned and saved in our SharePoint which is password protected. Paper based assessments are securely destroyed.

Online assessments are retained within our secure, password protected Student Management System.

### Destruction of Records

Record destruction can only be approved (in writing) by the General Manager (or delegate) and only after any mandatory retention period has lapsed.

## **Learner Records Integrity**

Learning Sphere undertakes periodic integrity audits of learner records to ensure the information input into our Student Management System is accurate.

## **Ceasing Operation**

Should Learning Sphere cease to operate, all records will be transferred to the Australian Skills Quality Authority with 30 days of registration ending.

This requirement relates specifically to the provision of electronic data which provides evidence of completed records relating to unit outcomes achieved and a full record of qualifications and statements which have been issued by Learning Sphere during the entirety of its registration period.

Learning Sphere will work with ASQA to provide these reports within timeframes provided by ASQA and will work with learners to ensure they are provided with as much information and lead time as possible to ensure minimal disruption to their study. This may include transfer of currently enrolled learners to another RTO, issuance of an appropriate refund and statements of attainment based on completed units of competency.



# LEARNER ADMINISTRATION INFORMATION

## UNIQUE STUDENT IDENTIFIER

From 01 January 2015, anyone studying nationally recognised training in Australia is required to have a Unique Student Identifier (USI). The USI allows individuals to access their training records and results (transcript) through their online USI account.

- Learners who do not provide a valid USI cannot be issued certification documents.
- Learners are required to provide a verifiable USI prior to the completion of their enrolment.
- You can find more information about the USI at [www.usi.gov.au](http://www.usi.gov.au), including how to find or create a USI.

## FEES AND CHARGES

Learning Sphere may charge a fee for services provided to learners. These charges may be for course materials, textbooks, learner services and training and assessment services.

### Our Commitment

- All indicative fees associated with government subsidised training are available on our website. This includes fee concessions and waivers.
- All indicative fees associated with fee for service training are available on our website
- Applicants will be provided with a statement of fees at the application stage of the enrolment process as it pertains to their individual circumstances.
- Learning Sphere will not collect more than \$1500 up front for any tuition fees for services yet to be delivered to an individual learner.
- We will maintain five working days cooling off period from the date of enrolment into any course
- Fees are not transferable to another person
- Fees will not be retrospectively changed or adjusted for an enrolled individual unless the learner has accepted or is owed a refund.

### Cost of enrolment

Enrolment costs may be impacted by individual circumstances. That is

- if learner is eligible for a government-subsidised place
- any concession or fee waiver entitlements.
- Who is responsible for any required tuition fee payment

Enrolments are not valid until fees have been paid or an arrangement to pay is in place with either the learner or their employer.

The eligibility for relevant funding will be determined during the enrolment process and strictly in accordance with the requirements of the applicable funding body.

## Fees payable

Learners who are funding their own study will be required to make a partial or full payment once confirmation of enrolment has been provided. These fees are payable prior to training starting or within 7 days of receiving an invoice. Learning Sphere may discontinue training if fees are not paid in accordance with the agreed fee schedule. The current fees and charges for Learning Sphere are published on its website.

Where employers are financially supporting the learner, Learning Sphere will work directly with the employer.

## Replacement of text and training workbooks

Replacement of training workbooks may be liable for additional charges to cover the cost of replacement. In a situation where a learner has purchased a text or training workbook and subsequently cancels their enrolment, no refund of monies will be provided.

## Miscellaneous Charges

Learning Sphere may levy miscellaneous charges for services. These may include:

- Re-issuing a certificate after it has been initially issued to a learner.
- Replacing issued learning materials which the learner has lost or damaged
- Re-assessment services
- Photocopy fee

These charges are outlined in our schedule of fees and charges and are based on a cost recovery basis only.

## Fees paid in advance

Learning Sphere does not accept more than \$1,500 from each learner prior to the commencement of their course. This requirement applies whether the payment is being made directly or through a third party

## Payment plans

We offer flexible payment arrangements based on individual circumstances. Please speak with our Services team to discuss your individual circumstances.

Instalment payments must be paid on time and if a payment is overdue by more than 14 days, we reserve the right to suspend learning and/or assessment until all fee payments are up to date

All fees must be paid in full before certification will be issued

**Learners may request a full copy of our Fees and Charges Policy, and this will be provided upon request. It is also available on our website.**

## REFUND POLICY

In accordance with the Standards for Registered Training Organisations 2015, and in line with any funding contracts held by Learning Sphere, consideration will be provided in relation to the issuing of a refund. In summary:

- Refunds are made available to learners entitled to receive them using this refund process.
- Alternative arrangements acceptable to a learner or a full refund are offered when a course has been cancelled or postponed by Learning Sphere
- Cancellation of remaining fees and charges where learner cancels or withdraws from a course

### Learner Initiated Withdrawal

If a learner decides to withdraw, they must advise Learning Sphere by email so that the cancellation process can commence. Any verbal notification must be confirmed in writing. Learners under the age of eighteen will require authorisation from their parent or guardian to withdraw.

### RTO Initiated Withdrawal

Where Learning Sphere has had to change a program and this impacts the learner in such a way that they are no longer about to complete their program, a full or partial (pro-rata) refund will be offered. The amount of refund will be calculated based on the amount of training/assessment already completed by the learner. Refunds are provided directly into the bank account of the person/organisation who paid the initial invoice.

### Circumstances for refusal of a Refund

Unless directed via a funded state contract, no refund will be provided once a learner has enrolled and commenced training after the five-day cooling off period. The term "commenced training" is the date that the learner was sent an email or letter confirming their enrolment into a program.

Refunds will not be issued under the following circumstances:

- Change of mind or does not need to do the course any longer
- Changes to employment, personal or financial status
- Learner decides course is "too difficult"
- Learner is terminated from course. This includes non-submission of work, behavioural issues or academic misconduct.

### Payment Plans/Instalment Payments

Learning Sphere offers self-funding learners the option to pay fees by instalment. No refunds will be issued on payments already received. The balance of the course fee will be voided.

### Credit Transfer

A refund will be provided where learners are granted Credit Transfer for units already completed at other institutions. For funded learners this may include a re-calculation of fees.

## Funded Training

Where a learner is funded via state funding and has contributed a payment towards their training, we abide by the prescribed refund policies set out in any signed departmental contract. If there is no guidance regarding refunds in the contract, the Learning Sphere Refund Policy will be applied.

We offer funding through our contracts with the following:

- Queensland Department of Education, Small Business and Training – User Choice
- NSW Government - Smart and Skilled
- Government of Western Australia

## Refund Procedure

A refund request must be completed using our Refund Request Form (available via our Head Office). Once completed, signed and provided to Learning Sphere, the refund request will be reviewed by the General Manager for a decision. This decision will be made within twenty business days and the learner advised by email. If approved, this will be passed to our parent company for refunding and funds transferred within fourteen days from approval.

If the refund is refused, the applicant is entitled to lodge a complaint using the Learning Sphere complaints process (within this handbook and on our website).

Learners have the right to apply to the Administrative Appeals Tribunal (AAT). Full details of the application process and fees payable are available on the AAT Registry's website: [www.aat.gov.au](http://www.aat.gov.au) and must be lodged within 28 days.

## Payment of GST

GST is exempt under section 38-85 GSTR 2003/1 Goods and Services Tax, tax ruling. The ruling explains that the supply of a course for 'professional or trade course' is a GST-free education course. Where a learner is enrolled in a course which offers units of competency or a whole qualification, the course fees attached to this enrolment will be exempt from the payment of GST.

## Funded Training Contracts/Refunds

### Queensland Dept of Education, Small Business and Training. Skills Assure (User Choice)

As per the Learning Sphere Refund Policy with the addition of:

- the provision of a full refund for training delivery that did not commence at the time of withdrawal.
- provision for a proportionate refund for units where a learner has commenced but not completed
- provision for a refund to employers/industry for additional charges paid beyond the participant and government contributions.

We will not charge learners for the provision of materials essential to achieving competence, the development and supply of a training plan or training record.

## Method of Collection

Trainees will be provided with an invoice(s) that details the name of the trainee, their qualification and a list of units being invoiced as well as the hourly or unit fees as prescribed by Skills Assure.

The invoice will be due as set out in the invoice and payable in full prior to completion.

## Partial or Full Exemptions

Some trainees may be eligible for exemptions from fees based on their concession status or financial hardship. Learners who are paying their own co-contribution fee are encouraged to contact Learning Sphere so further discussions can be undertaken to assist a potential trainee.

## Smart and Skilled Refund Policy

Learners are entitled to a full refund of fees if they withdraw prior to commencement of training, or if circumstances occur where we are unable to deliver the training.

Where learners have been granted credit transfer or undertaken a course via the RPL process (part or in full), a partial refund of fees will be calculated.

If learners withdraw from a course no more than seven days after commencement, we will refund your tuition fee. If you withdraw after seven days, no refund will be issued.

If a learner withdraws after more than seven days, we will provide a statement of fees that includes all fees paid and any fees refund (if applicable).

For reference, learners can access the [Smart and Skilled Fee Administration Policy](#) via this link (current as of February 2024).

## WA Refund Policy (Full Refunds)

Learners who withdraw are entitled to a full refund of the applicable fees where:

- a unit is cancelled or re-scheduled to a time unsuitable to the learner
- a learner is not given a place due to maximum number of places being reached
- A full refund of fees can be approved at any time if a class is cancelled because of declining learner numbers, no available lecturer, or due to other circumstances caused by the Learning Sphere.

## WA Refund Policy (Part Refunds)

We are required to set a census/withdrawal date for each unit which is no less than 20% of the way through the period during which that unit is undertaken. Learners who withdraw for reasons other than those outlined under full refunds and who lodge a withdrawal form before the census/withdrawal date for a unit will be eligible for a full refund of the course fee for the unit

## Pro Rata Refunds

Learning Sphere can approve a pro rata refund of fees and charges at any time during delivery if learners withdraw for reasons of personal circumstances beyond their control. In all cases, relevant documentary evidence (for example, medical certificate) is required.

Full information about funding in Western Australia can be accessed via the link to the [VET Fees and Charges Policy 2023](#).

## CHANGES TO AGREED SERVICES

Learning Sphere will provide all agreed services. Where an unforeseen circumstance prevents us from doing this, relevant staff will take the following action:

- Review the impact on affected learners and then contact learners with a proposed plan of action. This is to ensure learners are fully informed and that their needs and concerns are heard and addressed.
- If a learner does not accept the proposed action to be taken by Learning Sphere, they may be entitled to a refund as per the refund policy outlined in this handbook.
- Where the learner proposes an alternative solution, this will be considered and assessed for its feasibility of implementation and its suitability in meeting the needs of the learner.

## ACCEPTANCE USE OF TECHNOLOGY SYSTEMS

When using technology systems supplied by Learning Sphere, learners agree to our user standards. These may include warehouse scanning equipment, computers, Wi-Fi access and any software. If used inappropriately with the below, Learning Sphere reserves the right to take action up to and including suspension and termination.

If we believe it is warranted, we will report it to the relevant authorities. By using our equipment, learners agree to:

- use systems in a way that will not cause harm or damage to the equipment.
- use equipment only for the purpose it was supplied and return in the same condition
- not allow others access to equipment or make changes to the software such as system passwords or settings.
- use equipment in a legal and ethical manner. For clarity this means not using the equipment to engage in any offensive activity or access sites such as gambling or pornography.
- report any misuse, loss or theft of equipment or devices.
- protect privacy of yourself and others by not giving out personal details or sharing others personal details or images without their permission. This includes recording only with permission.
- be careful when opening emails from unknown senders to reduce the chances of malware accessing our systems.
- not download or copy any material without authorisation.
- not connect any additional device to our system without authorisation.

## LEARNER ACCESS TO RECORDS

When learners required access to their training records, we will facilitate this on request.

### Requesting access to records

Learners are required to complete a Records Request Form, obtained from any Learning Sphere staff member. Access will be provided after identification has been confirmed via photo ID. There is an administrative fee of \$10.00 if the learner requires a copy of their records to take with them. There is no cost for a learner to view their records.

### What records can be accessed?

Records may include administrative or assessment evidence or activity data which is contained within the Learning Sphere Student Management System.

### How are records accessed?

Learners are provided with controlled access only. This means that a representative of Learning Sphere will organise access to ensure that only information that relates to the learner is viewed or provided.

Data from our Student Management System will be provided in a printed report format, detailing activity recorded within the training plan and includes achievement of units of competency.

### Access by external authorities

The Australian Skills Quality Authority is entitled to collect activity data about a learner's enrolment and achievements. This information includes all information submitted by the learner during the enrolment process. This information is collected for the purpose of auditing participation and the monitoring and reporting of training outcomes. The information provided may be accessed by Commonwealth officers and by the National Centre for Vocational Education.

## ISSUE OF CERTIFICATES AND STATEMENTS OF ATTAINMENT

Once a learner has demonstrated competence against the units of competency within their qualification, a **Certificate** can be issued. A **Statement of Attainment** will be issued when an individual has completed one or more accredited units of competency, without completing an entire qualification.

Learning Sphere will issue qualifications or statements of attainment to learners who have achieved the required outcomes within 30 days of being assessed as having met the requirements of their program. In addition, all fees owed to Learning Sphere must have been paid to be eligible to receive their certificate.

### Record Retention

Learning Sphere maintains a register of AQF qualifications and statements of attainment it has issued. We retain these records for a period of 30 years.

## Format for a Qualification/Statements of Attainment

All certification formats follow the requirements set out in the Australian Qualifications Framework (AQF), Second Edition, and Schedule 5 of the Standards for Registered Training Organisations (RTOs) 2015. This includes ensuring that measures are taken to reduce fraud. The Chief Executive Officer signs all documentation.

### Skills Sets

When a skill set has been achieved, a Statement of Attainment is issued and will contain the name of the skill set and a statement using the wording given in the Training Package to indicate whether the skill set meets a licensing or regulatory requirement or an identified industry need.

### Re-issue of Certificates

Where learners require a re-issue due to a damaged or lost certificate or statement, we will only re-issue this to the individual to whom the Qualification or Statement of Attainment was originally issued. A written request to Learning Sphere must be made, and documentation provided to formally identify the individual.

We may charge a fee to reissue Qualifications or Statements of Attainment, and this is listed within our schedule of fees. All re-issues issued by Learning Sphere will be replicas of the original document where possible and comply with AQF requirements. Once authorised, the re-issue is provided via email or post or collection with appropriate identification.

## CHILD PROTECTION

Learning Sphere delivers a small amount of training to individuals less than 18 years of age and have a responsibility to provide a safe environment. All staff who may work directly with these learners are required to have a current Working with Children Check.

A safe environment is one that

- is free of bullying and harassment
- fosters positive practices contributing to a young person's well being
- includes modelling and teaching positive social skills
- recognises that a young person may need confidential support of staff or referral to a counsellor
- respects the wishes of a young person regarding disclosure of information within the principles of mandatory reporting
- protects the young person from physical injury

All Learning Sphere staff are guided by our internal "Under 18's" policy which can be provided upon request.



## FIRST NATIONS PEOPLE

Learning Sphere are committed to providing a culturally supportive learning environment for learners who identify as First Nations People. As a learner, please discuss any cultural needs with your trainer/assessor so appropriate adjustments can be made in your program. Please note that any changes will still need to be within the training package requirements.

At all official meetings and events, Learning Sphere provides an acknowledgement of land and its original custodians.

A Welcome to Country can only be performed by an Elder or leader who is from the community in which you are meeting.

## COMPLAINTS AND APPEALS

At times, complaints may arise that require a formal resolution. To facilitate this we provide an effective, timely, fair and equitable complaints and appeals system that is customer focused and supports ongoing improvements to our services.

Learning Sphere will deal with any complaint or appeal with sensitivity and in complete confidentiality. All affected parties will have the opportunity to present their case, which will be reviewed in an objective and fair manner.

Where possible, we encourage the resolution of any concerns to be done between the affected parties prior to making a formal complaint.

A complaint may be in reference to any service, activity, or decision such as:

- the application and enrolment process
- the quality of training and assessment provided
- training and assessment matters, including progress, assessment, and outcomes
- access to personal records
- decisions made by the us
- the way someone has been treated by our staff or other learners

All formal complaints, appeals and outcomes are recorded in our Complaints and Appeals Registers which is held in a password protected system.

## Our Commitment

- All complaints and appeals are responded to and treated seriously
- All stakeholders are provided the opportunity to present their case at each stage of the process
- The support of a third party is allowed when applicable and appropriate
- Information is provided to all stakeholders in writing
- Learner enrolment will be maintained during the complaints and or appeals process
- The privacy and confidentiality of all information during the complaint and or appeal process will be maintained. Where required by law, details of any complaint and or appeal to the requesting officer from the government department or agency will be provided
- Where applicable, the outcomes of a complaint and or appeal will form part of continuous improvement process
- This process is provided to all stakeholders at no cost.

All complaints and appeals are to be considered and handled to ensure the principles of natural justice and procedural fairness are applied at every stage of the appeal handling process and the decision based on evidence provided.

## Principles of Natural Justice and Procedural Fairness

### The Hearing Rule

Any party who may be adversely affected by the complaint is given the opportunity to provide their version of events prior to any final decisions being made. The party will be provided with full, factual detail (as well as documentary evidence which is not bound by legal advice) on the allegations against them for them to formulate a response.

### The Bias Rule

The person who has the final say in how the complaint is resolved will be completely impartial to both parties. For example, where a learner is disputing an assessment decision, the decision maker of the complaint cannot be the person who undertook the assessment.

### The No Evidence Rule

Any decision made will be based on logical evidence and consider all considerations, any relevant legislation and responses made by both parties.

## Complaints Procedure

### Informal complaints

Prior to initiating a formal complaint process, the parties involved should attempt to resolve concerns directly where possible. Concerns raised may be resolved in this manner and learners are encouraged to raise concerns directly with their trainer if they feel comfortable doing so.

### **Formal complaints - Stage 1**

Where informal resolution is unsuccessful, a formal complaint may be lodged using the Complaints and Appeals Form or via email. The form is available upon request and records the following information:

- The full name and contact details of the person making the complaint ("*Complainant*")
- Details of the complaint and desired outcome
- Reasons outlining the escalation to a formal process
- If the complaint relates to another party, that party's full name and position

The completed form can be emailed to [compliance.aki@angusknight.com.au](mailto:compliance.aki@angusknight.com.au) or mailed directly to our Blacktown Head Office. Complaints can also be received without a completed form via email or a letter providing the authenticity of the written correspondence can be verified.

The Compliance Manager will provide written receipt of any complaint within two business days. The General Manager then will be notified of the complaint and investigation into the complaint will commence. We aim to commence any investigation process within ten business days after submission and will advise the complainant of the expected outcome timeframes.

The investigation process will include the following:

- Assess the complaint and speak with the complainant and where applicable anyone named in the complaint ("*respondent/s*")
- Discuss with any other persons named in the complaint
- Arrange conciliation and mediation where applicable

Once an outcome has been reached, the Complainant will be advised in writing of the decision, including the reasons for the decision within ten business days.

If more than sixty calendar days are required to process and finalise the complaint, written notification will be provided, outlining reasons for the extended timeframe and regular updates on the progress of the matter provided.

### **Formal complaints - Stage 2 (Appeals)**

If the complainant is not satisfied with the outcome, they may lodge an appeal in writing to the Compliance Manager. Where the complaint directly involves the Compliance or General Manager, the CEO will appoint a suitable, independent person (internal or external) to assess the complaint and determine the outcome.

The appropriate person will conduct all necessary consultations with all relevant persons and provide an outcome within fifteen business days. The Appellant will be advised in writing of the outcome, and the reasons for the decision within ten business days.

During this appeal process, each party has the option to be accompanied or assisted by another person, at their own cost and the Appellant will be advised of their right to progress to Stage Three of the complaints' procedure if they consider the matter unresolved.

### **Formal complaints - Stage 3 (Independent Third-Party Review)**

Where the appellant is dissatisfied with the outcome of the internal review they can appeal and request a review of the decision from an independent external third party at their own cost.

Requests for independent third-party review of decisions are to be lodged in writing within twenty business days of the appeal decision and will be referred to an independent third party or external mediator, determined by the CEO.

The business acknowledges receipt of the request for an independent third-party review in writing and will outline the anticipated review period and the independent review officer. All parties will be made aware of any costs associated with a third-party review.

Decisions or outcomes of this process that are in favour of the appellant are actioned immediately and the CEO / General Manager notified of any actions to be implemented.

A complainant who remains not satisfied with the process or outcome may refer their grievance to the Australian Skills Quality Authority. Learners are advised that the Australian Skills Quality Authority will require the learner to have exhausted all avenues through Learning Sphere before taking this option.

### **Appeals against Re-assessment**

Where an appeal is in relation to an assessment decision, a reassessment will be recommended. Learners participating in a reassessment will be provided with information about the perceived gaps in their skills and knowledge along with additional training to support their improvement and ability to demonstrate competence. Reassessments will occur as soon as practicable. A different assessor must undertake the reassessment than was used during the initial assessment. Following the reassessment, the learner must be provided with detailed feedback about their performance and the outcome.

### **Appeals Records**

Learning Sphere management will accept appeals against an assessment decision for a period no longer than 3 months following the assessment event. During this period Learning Sphere will maintain records of all assessment decisions.

## **CONSUMER PROTECTION STRATEGY: SMART & SKILLED FUNDING (NSW)**

All learners funded through the NSW Smart and Skilled program should expect that the training they receive is consistent with our regulations and the requirements of the Smart and Skilled Contract.

This Consumer Protection Strategy ensures that learners:

- defines the rights and obligations of learners and consumers with respect to their training under Smart and Skilled
- defines the consumer protection obligations of a training provider with a Smart and Skilled Contract
- explains the measures the NSW Department of Education has implemented to protect the rights of learners receiving training under Smart and Skilled
- describes the Smart and Skilled complaints handling and dispute resolution process
- Lists other agencies that may assist in the complaint handling process

The full and current Consumer Protection Strategy document can be viewed and downloaded via the following link: [Smart and Skilled: Consumer Protection Strategy \(nsw.gov.au\)](https://www.nsw.gov.au/smart-skilled-consumer-protection-strategy)

## DEFERRAL FROM STUDIES

Any learner who defers remains enrolled in their program and all fees remain payable. A leave of absence or deferral will be considered under the following circumstances:

### Medical

A medical condition which stops the learner from undertaking their studies. This must be supported by documentary evidence (such as a medical certificate).

### Financial

A learner is unable to make an instalment payment. Learners will be offered the option of deferring. All fees owing must be paid prior to the re-activation of the learner file.

### Employment

Most Learning Sphere courses require learners to be employed in a certain role to complete their qualification. If their circumstances change and they can no longer access an appropriate workplace, the learner will be able to obtain a deferral until they can obtain a contract/employment in the required field. Documentary evidence to support this must be provided.

### Applying for a deferral

A formal written request (with supporting documentation if required) should be made to the General Manager stating the circumstances for the request. Deferrals are not automatically granted and only one deferment is available up to 12 months. If approved, official documentation to support the deferral approval will be generated and learners will be contacted approximately one month prior to the date they have nominated as a return.

There are no fee refunds on deferral and deferrals are not available to learners who have been issued with written warnings regarding progression or unprofessional behaviour.

## COURSE WITHDRAWAL (LEARNER INITIATED)

We encourage learners who wish to withdraw from their studies to discuss their reasons and any needs with their Trainer. If they still wish to withdraw, the learner will need to provide a written letter or email to the file closure that can be processed in a timely manner. If any units have been completed and all fees have been paid a Statement of Attainment.

## COURSE WITHDRAWAL (RTO INITIATED)

Grounds for termination from a course are outlined in our Learner Code of Conduct policy and include:

- Serious Misconduct such as bullying or discrimination
- Academic Misconduct such as cheating or ongoing plagiarism
- Failure to meet assessment standards despite support and guidance
- Ongoing non-submission of assessments despite support and guidance
- Continued non-engagement in the course and their trainer

## RE-ENTRY INTO A COURSE

Previously withdrawn learners must re-enrol into their qualification as if they were a new learner. This will include providing updated eligibility documentation as well as re-taking the LLN. It may also include additional course fees.

Re-entry into a program is not guaranteed and consideration will be made for the original withdrawal or termination.

## TRAINING PACKAGE TRANSITION

Training packages are updated (superseded) regularly and this does affect enrolled learners. We will ensure learners are advised on changes to their qualification and provided with options available to them so that they remain informed.

### Learner completion arrangements

Learners who are enrolled in qualifications which are superseded part way through a training will be advised and offered to transfer their enrolment to the new qualification once new resources are available and the qualification has been added to the Learning Sphere scope of registration.

Learners may choose not to transition to the new qualification and in this instance can complete their current qualification provided they are able to do so within 12 months. If a learner is not able to complete their superseded qualification within 12 months, they will be issued with a Statement of Attainment for units completed and may choose to either withdraw from study or transfer to the new qualification.

It is possible that learners will need to complete additional units or assessments to “bridge the gap” if an updated qualification has significant changes. We will work with our learners to ensure this is done with a minimum of disruption to their studies.

Learning Sphere can continue to deliver training and assessment services, and issue awards, to current learners of the superseded qualification provided that the training and assessment will be completed within 12 months of the date that the replacement training product is released on the National Register.

Once a course is removed from scope of registration, we cannot issue a new certificate or a transcript to a learner.

## LEARNER RIGHTS AND RESPONSIBILITIES

Learning Sphere is committed to providing our learners the best chance to successfully complete their chosen studies. We aim to ensure that learners understand their rights and responsibilities, to ensure that their educational environment is safe and respectful. We expect learners to take personal responsibility for the choices they make in relation to their chosen field of study and promote equal opportunity principles to enable all learners to fully participate in all aspects of their studies.

## Learners' rights

All learners have the right to:

- be treated fairly and with respect by all learners and staff.
- learn in a supportive environment which is free from harassment, discrimination, and victimisation.
- learn in a healthy and safe environment where the risks to personal health and safety are minimised.
- have their personal details and records kept private and secure according to our Information Privacy Policy.
- access the information we hold about them.
- have complaints and appeals dealt with fairly, promptly, confidentially and without retribution.
- receive training, assessment and support services that meet their individual needs.
- be given clear and accurate information about their course, training and assessment arrangements and their progress.
- access the support they need to effectively participate in their training program.
- mechanisms to provide feedback on services, training, assessment, and support services they received

## Learners' responsibilities

All learners, during their time with Learning Sphere are expected to:

- Treat others with fairness and respect
- Not harass, victimise, discriminate against, or disrupt others
- Treat all others and their property with respect
- Respect the opinions and backgrounds of others
- Follow all safety policies and procedures as directed and report any perceived safety risks as they become known
- Not bring into any training session articles or items that threaten the safety of self or others
- Notify us of any relevant changes to personal or contact details
- Approach their course with personal commitment and integrity
- Complete all learning activities and assessment tasks honestly and without plagiarism or infringing on copyright
- Adhere to assessment submission timeframes as per individual learning or training plans
- Attend any classes or workplace visits with trainers as scheduled.
- Notify their trainer or a Learning Sphere representative if they require assistance in relation to their training
- As applicable, makes payments for training within agreed timeframes
- Act lawfully always. Any illegal behavior of any kind is not tolerated, and learners found to have broken the law will automatically and immediately be terminated from their studies

## Serious Misconduct

Serious misconduct is the failure by a learner to comply with the above expectations. The following list is a non-exhaustive list of plausible reasons to consider removal and possible termination of enrolment.

- Bullying, assault or intimidation of any staff member or other learner.
- Aggressive, disruptive, disrespectful, or ill-mannered behaviour and language or unwanted interaction towards other learners or members of staff
- Causing willful or negligent damage to the property of others or theft of property
- Providing passwords or log on details to friends or family members to allow them to complete assessment tasks on learners' behalf
- Concealed weapons or items likely to cause harm or intimidation to learners or staff at any time
- Inappropriate use of computers, social media, and the internet
- Being under the influence or in possession of alcohol, drugs, or any other lawfully prohibited substance
- Discriminating against anyone on the grounds of sex, gender identity, sexual orientation, lawful sexual activity, marital status, parental or carer status, pregnancy, breastfeeding, age, physical features, disability, impairment, race, political or religious belief or activity

## What is discrimination and harassment?

Under federal and state legislation, unlawful discrimination occurs when someone, or a group of people, are treated less favourably than another person or group because of their race, colour, national or ethnic origin; sex, pregnancy or marital status; age; disability; religion; sexual preference; trade union activity; or some other characteristic specified under anti-discrimination or human rights legislation.

Harassment occurs when someone is made to feel intimidated, insulted or humiliated because of their race, colour, national or ethnic origin; sex; disability; sexual orientation; or some other characteristic specified under anti-discrimination or human rights legislation. It can also happen if someone is working in a 'hostile' or intimidating environment.

Harassment can include behaviour such as:

- Telling insulting jokes about racial groups
- Sending explicit or sexually suggestive emails
- Displaying offensive or pornographic posters or screen savers
- Making derogatory comments or taunts about someone's race or religion; or
- Asking intrusive questions about someone's personal life, including their sex life.

Discrimination and harassment occur when a person is discriminated against or harassed because of:

- their race, colour, descent or national or ethnic origin, as defined under the Racial Discrimination Act 1975;
- their sex, marital status or pregnancy as defined under the Sex Discrimination Act 1984;
- a disability as defined under the Disability Discrimination Act 1992;
- age as defined under the Age Discrimination Act 2004; or
- some grounds under the Human Rights and Equal Opportunity Act 1986.



Learning Sphere is aware of their responsibilities to ensure that the training culture is not sexually or racially hostile. A person has the right to complain about the effects of sexually or racially hostile training, even if the conduct in question was not specifically targeted at them.

## **Bullying**

Bullying is considered unreasonable and inappropriate behaviour that intimidates, offends, degrades, or humiliates another person. Bullying behaviour can range from obvious verbal or physical assault to very subtle psychological abuse.

This behaviour may include:

- 
- Physical or verbal abuse
- Yelling, screaming or offensive language
- Excluding or isolating
- Psychological harassment
- Intimidation

Learning Sphere will not tolerate bullying of any individual or group, be they a staff member, consultant, or learner. If learners feel that they have been the victim of discrimination, harassment, or bullying, we strongly encourage them to make a complaint following our Complaints and Appeals procedure.

## **Consequences of Serious Misconduct**

Where a complaint has been made against a learner in relation to any of the above, the following describes the actions to be taken. Learners may request that a support person is present at any meeting and can appeal the outcome by accessing the Complaints and Appeals Policy and Procedure

### **First Breach – Verbal Warning**

A nominated staff member will discuss the alleged conduct with the learner in an informal setting and determine with the learner a rectification of behaviour. Where applicable and approved by the General Manager, a verbal warning may be issued, and a note added to the learner file.

### **Second Breach Written Warning**

A second breach is more serious and will include the Operations and General Manager to investigate the alleged breach and meet with the learner to discuss the breach and determine rectification. Where applicable a written warning may be issued and note added to the learner file and trainer to be advised.

### **Third Breach – Final Written Warning**

A third breach demonstrates that the learner is unwilling to modify their behaviour. The learner will meet with the General Manager to discuss breach and determine rectification. A final written warning will be issued, advising that the learners enrolment is in jeopardy and the learner will be placed on a behavioural contract. Where the learner fails to comply with their behavioural contract, the General Manager will make a final decision on the learners enrolment.

### **Acute Breach**

An acute breach is determined as involving dangerous or threatening behaviour be it physical or verbal. Affected staff are delegated to take whatever reasonable action is deemed necessary to ensure the safety of all learners and should then seek immediate support of the General Manager. Learners displaying dangerous or threatening behaviour will be asked to leave the area and if necessary, the Police may be called to assist. The General Manager will investigate and determine the status of a learner's enrolment.

Any learner who is terminated due to a breach of the Code of Conduct is not eligible for a refund of course fees.

## Academic Misconduct

Academic misconduct can be defined as any action undertaken by a learner which results in them obtaining an unfair advantage in the assessment process. Under no circumstances will we tolerate any form of academic misconduct and expect that all learners submit work that is their own and where applicable reference appropriately.

We consider plagiarism as a form of cheating. That is using someone else's thoughts, or writings and representing them as your own. This includes

- copying large sections of text from a website, textbook or another learner and using it without crediting the original author
- copying sections from multiple sources and remixing them to make the content of each source fit together

As a learner, we expect that you will:

- **submit** only work that is yours or references others work
- **avoid** lending original work to others for any reason
- **understand** appropriate referencing and the consequences of inappropriate referencing

The following outlines some activities for which a participant can be accused of plagiarism:

- Presenting work by another individual as your own unintentionally
- Handing in assessments markedly like or copied from another learner
- Presenting the work of another individual or group as your own work.
- Submitting assessments without the adequate acknowledgement of sources used, including assessments taken totally or in part from the internet. Learners cannot take full excerpts from the internet or other source without paraphrasing, referencing, **and** showing their own underpinning knowledge of the question criteria.
- Copying words direct from the learner guide

The following are examples of what we consider cheating:

- Buying exam answers or other items from a third party and submitting it for assessment as own work
- Using a mobile phone or fixed device to access information, support or text during a closed book examination or other regulated assessment setting
- Using AI generated text and submitting it as your own work
- Allowing others to copy assessments with the knowledge that it will be submitted as their own work. This includes open book assessments. (Collusion)
- Providing passwords or log-on details to a friend or family member to complete any assessment task on their behalf (Collusion)

## Consequences of Academic Misconduct

Where it has been identified that a learner has engaged in academic misconduct, the learner **will** be required to resubmit a full or partial assessment.

At all times, a learner has the option to lodge a complaint against the finding in line with our complaints policy and process.

If the learner is found to have engaged in academic misconduct, they will be required to repeat the assessment (full or partial) or found Not Yet Competent in the full unit of competency.

# LEARNER ENROLMENT

## ENROLMENT

Prospective learners seeking to enrol with us are admitted using fair, equitable and transparent procedures based on clearly defined, consistent, and equitable criteria and are informed about the services to be provided and rights and obligations.

Learners will be provided with clear, accurate and current information to enable them to make an informed choice for their study. The information provided will be provided in a format that is easy to access and understand.

We strive to identify our learners' needs during the enrolment process to ensure that our services can be appropriately adjusted to allow for each learners' unique requirements. To meet this, all learners are required to complete a Literacy Language and Numeracy assessment. We also require a valid Unique Student Identifier and a fully completed enrolment form by the learner.

### Funded training enrolment procedure

Learners who are funded under a funding contract may have special enrolment eligibility that apply, and these will be managed in line with the respective funding body.

## ADDITIONAL LEARNING ASSISTANCE

All learners are required to complete an LLN assessment prior to enrolment and the outcome will be provided to the learner and their potential trainer. Where an individual may require additional assistance, we will work with the learner to develop a Learning Plan to support training/assessment.

Learning Sphere will not enrol an individual who cannot meet the minimum requirements for the qualification and requires assistance that is beyond what Learning Sphere can reasonably provide.

Where possible, we may recommend other study options via public training providers as well as providers of migrant services and specialist providers of adult language, literacy, and numeracy assistance programs. Any training is undertaken at the individuals own expense.

The learner is welcome to re-apply for their course once they feel able to meet the minimum course requirements.

After enrolment, we encourage learners at any time to contact our team if they require additional assistance. This might be in understanding learning materials, completing assessment, technical issues with online training etc.

All LLN test results will be retained as per the regulating or funding bodies requirement and our Student Record Management Policy and Procedure.

Our staff are here to assist.

# ACADEMIC INFORMATION

## TRAINING AND ASSESSMENT

All courses we deliver have been developed in line with the requirements of the individual training package, industry consultation and internal review to ensure that we provide quality education that meets our learner and client needs. All courses are continually reviewed using different methodologies and changes implemented based on this feedback. Changes may include elective selections, course durations, delivery methods for different learner cohorts and training resources.

## ASSESSMENT

To achieve “Competency” you must successfully demonstrate a satisfactory outcome for each assessment within a unit of competency. This includes using the skills and knowledge gained to perform tasks appropriately in workplace situations to the standard expected in the workplace and by industry consistently over time.

All learners are assessed to a level that ensures that they obtain the required skills and knowledge of each unit of competency.

Assessment also needs to be related to each learners workplace. For example, we would not assess an individual who works in a warehouse using an assessment based on a commercial cookery environment. To achieve this, we apply the following strategies:

- Incorporation of the learner’s own workplace policies and procedures into the assessment scenario or activity.
- Conducting assessment in the learner’s workplace performing real workplace tasks where possible.
- Integration of relevant industry codes of practice and other industry information into the assessment activity.
- Incorporation of industry job descriptions for learners to align with during realistic simulated workplace scenarios and case studies.
- Tailoring the program outcomes to meet the needs of the learners and industry without compromising the Training Package requirements.
- Creating assessment activities which require the learner to conduct specific research relating to industry situations and occurrences where applicable.
- Provide a realistic simulated workplace within Learning Sphere facilities (where possible)

While applying these strategies it is important to ensure that we do not affect the transferability of the unit of competency. A learner needs to be able to transfer skills and knowledge between different workplaces and contexts.

## Assessment tools

Our assessment tools gather evidence to determine competence. We have developed our tools in accordance with the requirements of industry Training Packages. The following is a limited example of the types of assessment tools you can expect:

- Direct observation checklist / simulation exercises
- Projects/ Assignments/ Case Studies
- Workplace templates.
- Theory assessments
- Portfolios, for example collections of work samples
- Supporting documentation or journal/logbook.

Completed assessment tools are securely retained in accordance with our Records Retention and Management policy and process.

## Assessment information

Assessment information is provided to both learners and assessors to guide their conduct before and during an assessment activity.

Examples of assessment information include:

- Instructions to set the framework for the assessment (assessment instructions).
- Scenario information that may set the context for a simulated assessment activity. This may be a simple case study or a scenario which requires analysis and interpretation.
- Industry information includes items such as codes of practice, policies and procedures, legislation, and regulations.

Clear benchmark guides support all assessment activities to ensure that learners are assessed in a consistent and fair manner.

## Demonstrating Competency

To demonstrate competence, learners must complete all assessment tasks to a satisfactory level. Once all assessment tasks are completed to a satisfactory level, the assessor will deem the learner Competent for the specific unit.

## Re-assessment

Learners assessed as not yet competent will be provided with detailed feedback to assist them to identify the gaps in their knowledge and skills to be addressed through further training and prepare them for additional assessment.

It is our process to provide three opportunities for additional training and re-assessment at no additional cost. After this, the learner can request additional training and re-assessment and will be required to pay a fee for additional training and re-assessment. Please refer to the current fee schedule to identify the re- assessment fee.

Learners requiring additional learning support are to be brought to the attention of Learning Sphere management so the progress of the learner can be monitored, and additional support services can be applied well before it becomes necessary to impose an additional fee for re-assessment. Where learners cannot demonstrate competence following significant learning and assessment support, the learner's enrolment can be reviewed through mutual agreement.

Learners can choose to appeal an assessment via our complaints policy detailed in this handbook.

### **Provide feedback on the assessment.**

Learners will be provided with feedback on the outcome of their assessments. This will include:

- Clear and constructive feedback on the assessment decision
- Information on ways of overcoming any identified gaps in competency revealed by the assessment
- The opportunity to discuss the assessment process and outcome
- Information on reassessment and the appeals process if applicable. Where this occurs, the assessor will participate in the consideration of the appeal but not the re-assessment.

## **PROGRESSION**

We are committed to assisting our learners achieve their qualification by working closely with their trainers/assessors. Our Services Team can assist with all matters that are non- assessment.

We expect learners to complete units in line with their training plan. If you do not meet this expectation and are unable to be contacted, your enrolment may be withdrawn. Our team will make every attempt to ensure you are supported through your course via phone, email in person etc. We encourage you to speak to our team so we can assist you - we do reserve the right to withdraw an enrolment for non-progression.

## **COPYRIGHT AND REFERENCING**

If you are completing an assessment which requires research, you must be aware of the implications of copying the work of others, especially if you are infringing on a copyrighted document.

You **are** allowed to do a certain amount of copying for research or study purposes. Ten percent or one chapter of a book is acceptable, where the participant is studying with or employed by an educational institution, and they acknowledge the sources used.

### **Developing your Referencing Skills**

We encourage our learners to develop their critical reasoning ability using independent thought. Learners should study the work of industry experts etc.; however learners must acknowledge, through appropriate referencing, work from which they have drawn and used information.

Referencing demonstrates that the learner has read the issued material or has undertaken their own research. Failure to reference appropriately is considered unethical academic behaviour and will result in work not being accepted.

Where careless referencing is identified, the learner will be required to correct the error and resubmit an assignment.

## How to reference

Learners are encouraged to apply the Harvard Referencing System. This approach requires three pieces of information about a source within the text of the learners work. This information is:

- the name of the author or authors
- the year of publication
- the page number

### Examples

Citations may be placed at the end of a sentence (before the concluding punctuation) in brackets, e.g.

– *To succeed, the team will rely on both task process and group process' (Dwyer, Hopwood 2010, p. 239)*

A reference may be placed in the text to integrate the author's surname into the sentence, followed by the year of publication and page number, in brackets, e.g.:

□ *Dwyer and Hopwood (2010, p. 239) identify that to succeed, the team will rely on both task process and group process.*

## Reference List

At the end of the learners work, a List of References must be included. This should include all the books, journal articles and other sources of information you have used to research your assignment. The reference list should be laid out alphabetically and the title of the source should be italicised. Each reference must include:

- the name of the author or authors
- the year of publication
- the title of the publication
- the edition of publication
- the publisher
- place of publication

### Example

– *Dwyer, J and Hopwood, N, 2010, Management Strategies and Skills, Sydney, McGraw Hill Australia*

## Common Knowledge

In every field, there is a body of knowledge and material that has become part of the public domain, and which can be drawn on without specific acknowledgment. Common knowledge includes facts that are known, such as common facts of history, common sense information, accepted folklore and aphorisms that have been adopted as part of common English language.

## CREDIT TRANSFER (C/T)

Credit transfer is recognition of units of competency achieved through formal training at other RTO's. Learners are not required to re-complete the same unit. It is important to note that credit transfer is not recognition of prior learning (RPL) which is a separate process.

### When unit codes and titles are different

Credit must be granted for studies completed at an RTO or at any other authorised issuing organisation. In the case of non-equivalent units of competency, we will undertake an analysis to determine the equivalence of the study completed with the relevant units or modules before granting any credit.

Note that the provision of credit is not linked to a singular unit being comparable to another unit. It can take the form of multiple units of modules addressing the requirements of one unit. Credit for vocational units can also be applied to higher education subjects.

### Evidence requirements

Learners will be required to present a verifiable USI Statement (preferred), statement of attainment or transcript for verification. These documents provide the detail of what units of competency have been previously issued. They will also be asked to complete a consent to release form.

### Credit Transfer guidelines

Learners are encouraged to apply for credit during the application stage of their course, however, can apply at any time during their study.

The following guidelines are to be followed when an application for credit transfer is received:

- The learner does not incur any fees to apply for credit.
- Credit transfer may only be awarded for whole units of competency. Where a mapping guide identifies a partial credit, this will not be approved.
- Credit will only be issued when the enrolment includes at least one other unit of competency. Learners may not enrol only for credit transfer.
- Credit transfer is not contingent on the applicant demonstrating currency. If the unit has been previously awarded and equivalence can be demonstrated, then the unit can be recognised.

### Credit Transfer Procedure

The applicant must complete and submit the following documentation to Learning Sphere:

- Credit Transfer Application Form (signed);
- Consent Form to release information
- Certified copy of the qualification or statement of attainment; USI Transcript

On receipt of the application, we will check the qualification or statement of attainment for authenticity and grant credit transfer for the units of competency that have been approved.



Where the units of competency do not align with the units of competency requested, further information may be sought from Training Package mapping guides or purchasing guides.

Verified copies of qualifications and statements of attainment used as the basis for granting credit transfer will be kept on our Student Management System.

The completed credit transfer application form will be signed off by a Learning Sphere delegate and retained on the learners file.

Learners will be notified in writing of the outcome of their application by administration. Refunds against granted credit transfer/s will be determined on a case-by-case basis and funded enrolments will be calculated as per State Guidelines.

### **Smart and Skilled Funding**

If a funded learner has received a Credit Transfer, the fee structure will be adjusted as per the Smart & Skilled Contract Terms and Conditions or equivalent.

## **RECOGNITION OF PRIOR LEARNING (RPL)**

Learning Sphere provides the opportunity for learners to have prior learning recognised via the RPL process for a full or partial qualification or units of competency.

RPL is an "assessment only" pathway which involves the assessment of existing skills and knowledge an individual has already achieved outside of formal education against the training package requirements of a qualification or unit. RPL requires the same application and rigour as traditional training/assessment environment.

Learners are encouraged to apply for RPL prior to commencing a training program to reduce unnecessary training and encourage more efficient training pathways. RPL is only offered on units of competency offered within the qualifications by Learning Sphere.

- We do not charge additional fees for this process.

Our assessors will assist learners in compiling their evidence using the provided RPL Assessment Kit. When all assessment and appeal processes have concluded, the assessment outcome is to be recorded as RPL against the unit of competency and this will be reflected within the learners Record of Results.

### **Forms of evidence**

Like assessment, RPL requires evidence to be provided and a judgement made by an assessor based on that evidence which demonstrates that skills and knowledge previously learnt through work, study, life, and other experiences and are currently being used. It also includes evidence to confirm a learner's ability to adapt prior learning or current competence to the context of the intended workplace or industry.

Forms of evidence toward RPL may include:

- Work records or records of workplace training
- Third party reports from current and previous managers
- Evidence of relevant unpaid or volunteer experience
- Examples of work products
- Performance appraisal / Duty Statements
- Referees
- Competency Conversations
- Self- Assessments

The above evidence is not sufficient if submitted by themselves, but when combined the learner may have a strong case for RPL. We also reserve the right to require learners to undertake practical assessment activities of skills and knowledge to satisfy ourselves of current competence.

Learners may be able RPL to certain aspects of a unit and be required to complete identified assessments to bridge any identified skills or knowledge gap.

### **Smart and Skilled Funding Learners**

If a funded learner has received RPL, the funded price will adjust as per the Smart & Skilled Guide to Prices, Fees, and Subsidies.

### **Appealing outcomes**

If the learner is not satisfied with the outcomes of a credit transfer application, they may appeal the outcome like other assessment decisions.

## **REASONABLE ADJUSTMENT**

Reasonable adjustment is a term used when formally modifying learning or assessment activities or the environment to assist a learner who may have a barrier to completing training and assessment in the prescribed manner.

Reasonable adjustment should ensure that all learners have the same opportunities and is not designed to give any one learner an advantage over others. Reasonable adjustment can be applied to participation in teaching, learning and assessment activities and may include:

- customising training and assessment resources (verbal/written)
- modifying the presentation medium
- providing additional learner support
- use of assistive / adaptive technologies
- making information accessible both prior to enrolment and during the course
- monitoring adjustments to ensure learner needs continue to be met.

Any decision about the most suitable adjustment option for the learner should be made in full consultation with the learner.

## TRAINER COMPETENCY REQUIREMENTS

Trainers and assessors contracted or employed by Learning Sphere are required to meet specific requirements to deliver training and assessment services. This includes formal qualifications and a broad industry knowledge and experience. They are also required to hold the current TAE teaching qualification. Our trainer/assessors are required to undertake continued professional development in the fields of the knowledge and practice of vocational training, learning and assessment.

# ADMINISTRATION INFORMATION

## ADVERTISING AND MARKETING

Learning Sphere markets our qualifications in an ethical, accurate and consistent manner in line with our scope of registration. We will:

- **never** provide a guarantee of successful completion of training or of an employment outcome that is outside of the control of Learning Sphere
- only advertise qualifications or units of competency that are listed on our current scope of registration
- identify qualifications in advertising by their full code and title as they appear in the training package and not represent these qualifications or units of competency in any other way
- maintain a clear distinction between nationally endorsed training being offered and other non-accredited training being offered
- identify Learning Sphere using our full RTO code (91718)
- not refer to another person or organisation in marketing material without obtaining prior consent and approval
- clearly distinguish where training and assessment is being delivered on our behalf by any third-party
- include details about any government funded subsidy or other financial support arrangements associated with the provision of training and assessment

Learning Sphere informs learners about their rights and obligations, the services to be provided and relevant fees, charges and refunds.

## HEALTH AND INFECTIOUS DISEASES

To ensure the safety of our trainers and learners, anyone who is not in reasonable health is encouraged not to attend any face-to-face training activity. This may include any of the following symptoms:

- fever or elevated temperature
- any respiratory issues that may affect attendance (e.g., cough)
- any serious sores, blisters, or open wounds
- any medical conditions lately that indicate sickness or limits activity.

## PARTNERSHIP/THIRD PARTY ARRANGEMENTS

Learning Sphere is accountable for the quality of training and assessment provided on our behalf. We will continuously monitor these arrangements to ensure learners receive quality training and assessment and encourage learners to advise us directly when they feel the services do not meet expectation.

At all times, learners remain enrolled with Learning Sphere. We will issue all qualifications or statements of attainment through Learning Sphere only.

## **Complaints and appeals (Third Party)**

A learner who is training with a partner organisation has the same rights and obligations as learners completing their training directly with Learning Sphere. This includes the right to make a complaint about services being provided or to appeal against any decision. Please follow the complaints and appeals process in this Handbook.

## **INDUSTRY ENGAGEMENT**

We recognise that engagement with industry is critically important to ensure we provide training which reflects the current needs of industry. Learning Sphere implements a range of strategies to liaise with industry and uses this feedback to continually update and improve our strategies, practices, trainers and resources.

## **CONTINUOUS IMPROVEMENT**

We are committed to the continuous improvement of our training and assessment and administrative management systems. Central to this is our approach to continuous improvement and the procedures we apply to achieve systematic and sustained improvement.

We obtain and encourage feedback from our learners via formal mechanisms such as surveys and complaints, as well as informal feedback such as emails, phone calls or discussions with your trainer.

Any feedback received (positive or negative) is fed back through our continuous improvement systems to improve our services and resources.

**If you have any questions about the content within this handbook – please contact us.**

**We wish you the best of luck with your learning journey.**