




VERSION 14

11/5/21

STUDENT HANDBOOK

LEARNING OPTIONS

RTO# 88174



VERSION CONTROL

Policy Name	Student Handbook
Author	Karen Nicholas
Reviewer	Cheryl McCarthy
Approved By	Karen Nicholas
Date Approved	7/11/19
Version Number	13
Policy Complies with	<i>Standards for Registered Training Organisations (RTOs) 2015</i> Australian Qualifications Framework (AQF)
Change History	V10. Revised subsequent to implementation of new <i>Standards for Registered Training Organisations (RTOs) 2015</i> V10.1 Revised to include new Academic Misconduct policy 13/6/16 V11 Revised to include information on ASQA Delegation V12 Removed reference to ACPET Code of Ethics V13 Delegation reference removed. Information re assessment turn around times and lapsed enrolments added. V14. Typo corrected
Associated Forms	N/A

WELCOME

Congratulations on your decision to undertake a formal vocational qualification, and welcome to Learning Options.

Since 2002, Learning Options has been providing nationally recognised Vocational Education & Training from our offices in Manuka, Canberra.

The vision of Learning Options is *“To inspire and empower individuals and organisations through learning and education.”* Our training personnel are committed to equipping you with a high level of skills and knowledge through active learning, and to assisting you to realise your ambitions. Programs are planned and executed in conjunction with both industry and government to facilitate the highest achievable outcomes in terms of student competencies and employment opportunities.

We are an accredited Registered Training Organisation (RTO) under the *National Vocational Education and Training Regulator Act 2011* as such; we adhere to the *Standards for Standards for Registered Training Organisations (RTOs) 2015*, ensuring you receive high quality learning and assessment services.

This handbook introduces you to a number of the policies and procedures we have in place to ensure that you receive this quality service and are able to make the most of the learning. Please read the policies outlined on the following pages prior to signing your course enrolment form. Signing your enrolment form indicates acceptance of the policies outlined.

I ask you to take advantage of every learning opportunity available to you to maximise the value of vocational education and training. I trust you will find your learning journey rewarding.

Karen Nicholas

Director, Learning Options

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NATIONALLY RECOGNISED TRAINING

Vocational education and training (VET) is 'education and training for work' and part of a broader educational network in Australia that includes schools, universities and adult and community education.

The Australian VET system is one of the most sophisticated in the world because it is:

Industry-led

The employers, unions and professional associations of an industry define the outcomes that are required from training.

National

The VET system is jointly-managed by state, territory and Australian governments, in partnership with industry and training providers.

Client focused

Clients of the VET system are employers and individuals who use it or intend to use it. This simple, flexible and relevant system responds to client needs.

REGISTERED TRAINING ORGANISATIONS (RTOS)

A Registered Training Organisation (RTO) is a company that is registered to deliver nationally recognised qualifications. RTO's have to meet criteria defined in the *Standards for Registered Training Organisations (RTOS) 2015*, and are audited against the criteria regularly.

Private training organisations in Australia can apply to become an RTO. TAFE colleges, many schools, enterprises and some universities also have RTO status.

There are differences between institutions, but there is no difference in the qualification you achieve. Differences may be in areas such as:

- Delivery method
- Flexibility
- Trainers
- Resources
- Venues
- Course Costs
- Course durations
- Packaging of qualifications (ie. Which elective units are offered)

All RTO's adhere to the same quality standards.

OUR QUALITY STANDARDS

The *Standards for Registered Training Organisations (RTOS) 2015* is a set of nationally agreed standards to ensure the quality of vocational education and training services throughout Australia. The standards we adhere to are:

Standard One	The RTO's training and assessment strategies and practices are responsive to industry and learner needs and meet the requirements of training packages and VET accredited courses.
Standard Two	The operations of the RTO are quality assured.

Standard Three	The RTO issues, maintains and accepts AQF certification documentation in accordance with these Standards and provides access to learner records.
Standard Four	Accurate and accessible information about an RTO, its services and performance is available to inform prospective and current learners and clients.
Standard Five	Each learner is properly informed and protected.
Standard Six	Complaints and appeals are recorded, acknowledged and dealt with fairly, efficiently and effectively.
Standard Seven	The RTO has effective governance and administration arrangements in place.
Standard Eight	The RTO cooperates with the VET Regulator and is legally compliant at all times.

THE COMPETENCY BASED SYSTEM

All programs delivered and assessed under the AQF are competency based. The aim of competency based training is to assess your ability to do the activities in each unit rather than sit an exam that has a specific “pass mark”. Your Assessor will assess your ability (or “competency”) to carry out the activities in each unit.

Competencies are normally expressed in terms of a unit of competency. For example, if you were working in a hotel kitchen, a unit of competency might include ‘prepare pastry, cakes and yeast goods’.

Competencies include the skills and tasks that are required in the workplace. When you are being assessed on these activities, you will be required to perform them to the level required in the workplace.

You will be notified of your result in each assessment, and have access to your assessment records through your Training Consultant.

QUALIFICATION PATHWAYS IN THE VET SECTOR

Vocational Education & Training qualifications are aligned to the Australian Qualifications Framework (AQF) which is the framework for all qualifications in Australia across the school, VET and Higher Education Sectors. One of the key objectives of the Australian Qualifications Framework is to facilitate pathways to, and through, formal qualifications.

AQF qualifications link with each other in a range of learning pathways between schools, VET and higher education as an individual's learning and career ambitions require. The AQF provides for flexible, transparent and systematic learning pathways and to the removal of boundaries between educational sectors.

Pathways may also refer to the delivery and assessment of a course. You might undertake a learning and assessment pathway, or an assessment only pathway, and still achieve the same outcome.

FOUNDATION SKILLS

Foundation skills are the combination of two frameworks:

1. The Core Skills Framework (ACSF) which includes English language, literacy and numeracy skills, learning and communication skills; and

2. The Core Skills for Work Framework which includes non-technical skills, knowledge and understandings that underpin successful participation in work. These skills are often referred to as employability or generic skills. They include skills such as problem solving, collaboration, self-management, communication and information technology skills and skills for work required for participation in work, the community and education and training.

Foundation skills are incorporated into all competency based training programs and you need to demonstrate competency in these as well as your technical competencies.

CERTIFICATION

Qualification:

A qualification is issued when the student has completed all requirements as listed in the course information. The qualification certificate does not list the modules or units of competency completed (these are listed on the Academic Transcript).

Academic Transcript

The Academic Transcript is a full record of all of the units of competence which comprise the training program. It provides a listing of your assessment results for each unit of competency.

The following results are used to record Unit outcomes on the Academic Transcript:

Competent	The student has demonstrated competency in all learning outcomes for that unit, either through a learning or recognition pathway.
Not Yet Competent	The student has been assessed and has not demonstrated competency in all of the learning outcomes for an individual unit.
Withdrawn	The student has withdrawn after one quarter of the way through the unit and not completed all required learning outcomes.
Exempt	The student has been granted a credit transfer from studying the unit due to previous study.
Competent via RPL	The student has demonstrated competency via a Recognition Process.

Statement of Attainment

A Statement of Attainment is issued where candidates have partially completed the qualification. This may be done in two ways:

- The student is not competent in all units of competence required for the full qualification, or
- A package of units has been delivered from an accredited and registered program.

The code and title of all units successfully completed by the student are listed on the Statement of Attainment.

Note: If course fees have not been paid, then no Qualification, Academic Transcript or Statement of Attainment will be issued until receipt of fees.

YOUR ENROLMENT WITH US

HOW ARE STUDENTS SELECTED FOR COURSES?

Learning Options adheres to a fair and open selection processes for all courses. Selection of students for courses is based on the specific criteria developed for each course. Only applicants who meet the entry requirements for the course will be considered for selection to that course.

Entry requirements are determined by both prerequisites and specific funded program guidelines.

The following selection process shall apply in the event that there is a limit to the number of places that are available for selection by potential students:

Prerequisites: There may be prerequisite requirements that apply to some qualifications or individual units of competence. Prerequisites where they exist are detailed in the qualification outline document.

Funded Programs: Eligibility criteria applies for participants accessing government funded training programs. Information relating to eligibility will be detailed on the course marketing material and you may need to complete an eligibility declaration prior to enrolment.

ENROLMENT PROCESS

Successfully meeting entry requirements does not guarantee entry into the course. If there are more applicants meeting the course entry requirements than there are available places, applicants will be accepted on a 'first come, first served' basis. Persons not accepted on this basis will be placed, in order of application, on a waiting list in case one or more persons accepted into the program subsequently withdraw.

All successful applicants are to follow the enrolment procedure set out below:

- Complete the enrolment form.
- If successful, the applicant will receive a "confirmation of enrolment letter".
- Invoice is forwarded to new student.

ASSESSMENT OF LLN SKILLS ON ENROLMENT

It is a requirement of the VET Quality Framework that we assess your language, literacy and numeracy skills on enrolment to a course. You will be required to undertake a test, and the tests may differ for each course.

These tests give us information on your skills for the purpose of us helping you to address and gaps, to support you and maximise your chances of completion, and/or refer you for further diagnostic testing or support if required.

If you are referred for additional support, you will be advised in advance of any associated fees and will be asked to meet those fees as they are not factored into our course costs.

UNIQUE STUDENT IDENTIFIER SCHEME

The Unique Student Identifier (USI) scheme, enabled by the *Student Identifiers Act 2014*, allows learners to access a single online record of their VET achievements. The scheme also allows for reliable confirmation of these achievements by employers and other RTOs.

Learning Options meets the requirements of the Student Identifier scheme through processes to verify the USI, ensure AQF certification is only issued to students with a USI, compliant certification documentation and security of student identifiers.

A student needs a USI when enrolling or re-enrolling in nationally recognised training from 1 January 2015. This includes if the student is enrolling for the first time, for example, if they are studying at TAFE or with a private training organisation, completing an apprenticeship or skill set, certificate or diploma course. It also applies to students continuing or completing (re-enrolling) training, including nationally recognised training undertaken in secondary school.

You will be asked to register for a USI on enrolment, or in certain circumstances we may be able to do it on your behalf (however this is subject to additional identification information and guidelines).

No qualification can be awarded without a USI.

CANCELLATION OF ENROLMENT BY LEARNING OPTIONS

Learning Options has the right to cancel the enrolment of any student if the student has:

- Gained admission by misrepresentation, falsification of documents, or other fraudulent means
- Failed to fulfil the requirements for enrolment
- Failed to fulfil the ongoing requirements of a student, such as minimum activity and engagement or submission of assessment pieces.
- Engaged in any act of serious misconduct.
- Failed to satisfy the minimum academic performance level required
- Failed to pay any outstanding fees (financial suspension is immediate and no further training or assessment is provided to the student), or
- Been involved in unacceptable conduct.

POLICY RE WITHDRAWAL FROM COURSES BEFORE COMPLETION

It is recognised that from time-to-time students may wish to withdraw from the course without completion for personal or other reasons. If you are in this situation our preference is to arrange a time to discuss the implications of leaving at this stage, the opportunities for continuance of studies at a later stage, the Statement of Attainment which details the academic progress to date, and possible fee refunds.

If you have accessed a funded training place, it is important you are aware that:

- If you decide to not continue the training, most funded program guidelines state that replacements are not permitted and another staff member cannot simply just take your place.
- There are no fee refunds applicable on funded courses.
- The training organisation usually only receives payment on successful completion. If you do not successfully complete and we have therefore not received a completion payment for the program, there will be a financial hold on your results and no results are awarded until the financial hold is released (either via successful completion or FULL FEE PAYMENT from yourself).
- Funded courses are subject to strict timeframes for completion. Enrolments cannot be deferred or extended.

TIME FRAME FOR COMPLETING COURSE REQUIREMENTS

Completion dates are negotiated on enrolment and are often mandated by funded program guidelines or negotiated with the individual learner.

Often courses include flexible delivery arrangements and self-paced learning that allows you to structure your learning around your employment and personal commitments. However, it is reasonable for students who commence the correspondence program to work steadily through the

learning materials. People learn at different speeds and one student may have a natural ability to learn one set of competencies quickly, but be slower at acquiring others.

Your training plan details your commencement and completion dates for each unit of competence and this forms the basis of your commitment to study. If completion dates are not met, and no renegotiation has occurred, your enrolment will lapse without notice. No refunds will apply and re-enrolment will incur additional fees.

TRAINING PLANS

A Training Plan documents the proposed schedule of training activities and is negotiated at the point of enrolment for every learner or on the first day of the course. The parties to the training plan include you, your employer (if your employer is supporting your training, and Learning Options. You will receive a copy of your signed training plan.

The purpose of the training plan is to document the agreement regarding:

- the training to be undertaken including the units of competency required for the qualification including the unit code and unit name,
- the sequence the training will follow (taking into account workplace opportunities for learning, as well as pre-requisites and/or co-requisites if applicable),
- how training will be delivered and who provides the training,
- when training will be delivered (i.e. a training plan shall list planned start and end dates against each unit of competency.
- where structured training will occur (workplace, RTO etc)
- Modes of delivery
- Any RPL or credit to be applied for.
- The student identification numbers

Your training plan is your commitment to us and if timeframes are not met for completion of units of competence and the plan has not been renegotiated, your enrolment with us will lapse.

Where your training plan dates have passed and your employer has sponsored your place, and our contractual requirements with your employer have been met and confirmed, no individual notice of lapsed enrolments will be given to you individually. Your enrolment exists only whilst you honour your agreement with us to study, make progress, keep in contact with us and submit assessment evidence as per your plan.

STUDENT RIGHTS AND RESPONSIBILITIES

Students are entitled:

- To be treated fairly and with respect
- To learn in an environment free from discrimination
- To have privacy concerning assessment records and private information
- To a safe work environment
- To a positive and supportive learning environment
- To have your work assessed and feedback as soon as practicable
- To be given information about assessment requirements.

It is your responsibility:

- To treat others with respect and courtesy
- To raise and discuss any issues which affect your course program
- To respect the personal information of others

- To accept responsibility for the management of your own learning
- To familiarise yourself with the assessment requirements and to seek clarification as necessary
- To ensure the work you submit for assessments is your own work
- To adhere to a safe work environment
- To take care of the work environment and any equipment that you may use
- To ensure you have read the Student Handbook
- To inform us of any changes in your contact details
- To be punctual for class attendance
- To ensure mobile phones etc are turned off in the classroom so as not to distract others

STUDENT CODE OF CONDUCT

Course attendance: If you are unable to attend, or if a workplace training session must be cancelled for some reason, please contact us immediately so that alternative arrangements can be made.

Punctuality: Arriving 10 minutes before the class begins will help maintain punctuality.

Dress Code: All clothing must conform with accepted business dress codes.

Behaviour: You will be expected to role model professional behaviour at all times. You are required to display respectful, tolerant and non-discriminatory attitudes to all fellow students, staff and clients.

We have a policy of zero tolerance for discriminatory language, behaviour or actions. Breaches in the code of conduct may result in formal Disciplinary Actions.

Valuables: We cannot accept any responsibility for personal or valuable items. It is advisable to keep all purses, wallets and bags under your personal supervision at all times.

Telephone calls: All mobile phones must be switched off or turned to silent during training sessions. We understand you may need to take an urgent phone call and ask that you do so out of the training room and limit it to urgent situations only.

Audio-video recordings: No personal audio or videotaping is permitted in class. This extends to the use of recording pens for notetaking.

Alcohol and Drugs: No alcohol is allowed on any premises at any time. Students who attend classes under the influence of alcohol or drugs will be withdrawn and disciplined.

Smoking: No smoking is allowed in the training area or in any facility owned or leased by Learning Options for study or administrative purposes.

Your trainers will advise you on the locations where smoking is permitted. If you must smoke, remain sensitive to the needs of others to enjoy a smoke-free environment, even outdoors. Place all butts and litter in the bins provided.

Housekeeping: All students are expected to make sure that the area they leave is as clean and tidy as when they entered. Remove all rubbish and place it in the appropriate bins.

If you find any room in less than good condition when you enter it, notify your trainers. Similarly, if you find common areas and toilets in poor condition, please notify the staff.

Switch off all lights and appliances when you leave an area for more than a few minutes.

Health and safety is everyone's business: Never hurry through the training facilities and take note of any notices or signs that are posted. Report any major hazards that you see, including trailing cords or frayed, loose and damaged electrical connections or equipment.

ENROLMENT FEES

Learning Options provides a range of quality vocational education and training services and charges fees for participation in programs.

Many government programs have separate guidelines surrounding enrolment and administration of fees. Contract guidelines take precedence over this policy. You will be advised if there are separate fee guidelines relevant to your program.

All course costs will include a non-refundable administration fee which may be reviewed from time to time.

Fees are incurred on enrolment.

INVOICES

Unless otherwise nominated on the enrolment form and agreed to buy the third party prior to commencement, the student is liable for payment of the nominated course fee.

In circumstances where the employer is paying the fee, the employer must previously have nominated that they agree to incur the expense, preferably via a purchase order, signing the enrolment form, or other written authority. It is the responsibility of the student to gain the financial support of their employer. In the absence of a signed authority from the employer, the student will be invoiced.

PAYMENT TERMS

As a general rule, all fees are invoiced and paid prior to course commencement, but the invoicing terms of 7 days take precedence. Learning Options may in some circumstances, not issue the invoice until day 1 of the training. In this case, students will be advised and non-payment of the fee will not preclude participation.

PAYMENT PLANS

Where negotiated prior to course enrolment, Learning Options will enter into a payment plan with an individual learner. Payment plans will be negotiated to ensure course fee obligations are met prior to the midway point of the program. Payment plans will not be negotiated with organisations, only individuals. These are discretionary and may or may not be approved. We are not required to provide reasons for non-approval.

FINANCIAL SUSPENSION AND WITHHOLDING OF RESULTS

If fees are outstanding and a payment plan has not been entered into, Learning Options will cease all training and assessment activity and/or withhold participants' results for non-payment of fees. The student will still be liable for fees invoiced.

CONCESSION RATES

Concession rates may apply on government funded programs only and are determined by the contract guidelines for each individual program. Students claiming an exemption or a concession rate must provide proof that they are receiving government benefits (e.g: Health Benefits Card, Health Care Card, and Pensioner Concession Card) on enrolment.

FEES FOR REPLACEMENT QUALIFICATIONS

If a participant requires a copy of a certificate and/or an academic transcript, a fee of \$25 plus GST applies.

FEES FOR ADDITIONAL SUPPORT SERVICES AND REMEDIAL TRAINING

If you are referred for additional support, you will be advised in advance of any associated fees and will be asked to meet those fees as they are not factored into our course costs.

REFUND OF STUDENT FEES

Learning Options acknowledges that in certain circumstances, a participant may seek full or partial refund of fees paid.

Refunds will be paid in accordance with the following:

- Refunds will not be issued after course commencement except in exceptional circumstances or where funding guidelines stipulate this requirement;
- Fee refunds are not automatic and must be applied for;
- All fee refunds are to be in writing;
- If approved by the Manager, fee refunds are calculated from the date the student officially notifies Learning Options in writing of their withdrawal from the program;
- Learning Options will charge a non-refundable administration fee of \$65 Plus GST for all programs.
- Approved fee refunds are only processed after the fees have been cleared through the bank account.
- No refund of fees is available for units commenced where the student fails to submit their assessment as the student is deemed to have commenced in the program.

Calculation of fee refund

Where the participant ceases training of their own volition prior to the midway point of the program, the refund must be applied for and the maximum fee refund will be 50% of the total fee payment.

Where the participant ceases training of their own volition after the midway point of the program as defined above, no refund is payable.

Exceptional Circumstances

In exceptional circumstances, a participant may apply in writing for a special consideration refund for the following:

- bereavement; or
- hospitalisation and/or unexpectedly having to assume carer's responsibilities.

Learning Options will not issue refunds for:

- a change in working hours;
- inconvenient travel;

- moving interstate;
- job change;
- change of career direction or change of mind.

Fee refunds where Learning Options cancels program

Learning Options may be obliged to cancel a course from time to time. Where this occurs, we will offer:

- A deferral to a later course;
- Alternate delivery and assessment methods where practical.

If you are unable to consider these options, a request for a refund received in writing from you will be automatically approved.

THE ASSESSMENT PROCESS

All programs delivered by Learning Options are assessed under the principles of Competency Based Assessment.

The aim of competency based training is to assess your ability to do the activities in each unit rather than sit an exam that has a specific “pass mark”. Your Trainer will assess your ability (or “competency”) to carry out the activities in each unit.

Assessment is the process of gathering evidence to determine your competence against an agreed standard or ‘unit of competency’.

You will be notified of your result in each assessment, and have access to your assessment records.

HOW ASSESSMENT OCCURS

Assessment is the means by which we determine whether or not a competency has been achieved. It is the process of collecting evidence and making judgements about the extent to which a person demonstrates the knowledge and skills as set out in the standards or learning outcomes of a unit of competency. You will be assessed using a number of methods including:

- complete workplace projects,
- participate in classroom activities,
- undertake self paced tasks,
- obtain third party reports,
- observations and various other forms of assessment.
- maintain a learning blog showing your reflections on the units of competency.

Assessments are not a stressful activity. They are conducted in a relaxed and friendly atmosphere. Do not regard your assessment as an examination. Your Assessor simply needs to know which competencies from your course you have mastered, and which competencies require further practice.

ASSESSMENT PRINCIPLES

For an effective assessment system in a competency environment, some basic principles are applied as follows:

Underlying principles of assessment:

Validity of assessment is achieved when assessors are fully aware of what is to be assessed, as indicated by the standards of competence, including clearly defined performance criteria

Reliability occurs through processes that ensure competency standards are interpreted and applied consistently from person to person and from context to context. The following are important to ensure that assessment produces consistent outcomes:

- Clear, unambiguous, well documented assessment procedures and competency standards;
- Clear, consistent and specific assessment criteria;
- Effectively trained, briefed and monitored assessors;
- Adequate assessors across industries and a hierarchy of assessment which ensures a quality outcome; and

- Assessment is carried out within a system flexible enough to cope with multiple and diverse forms of evidence.

Flexibility is achieved through assessors taking a flexible approach to the assessment of evidence. Clearly, this approach must always take time and cost into account both to ensure the best use of assessor time and the best use of the candidate and his or her employer's time.

Fairness ensures the assessment process will not disadvantage any individual.

RULES OF EVIDENCE

There are also some rules of evidence that we adhere to when assessing.

Validity Appropriate evidence is collected from activities that can be clearly related to the units of competency.

Currency As a general rule, competencies that have not been demonstrated within the past 3 years are not usually accepted as "current". However, an assessor, under some circumstances may make exceptions to the specified period.

There may be specific situations where skills have not been directly applied for a longer period, but these skills are in fact still current for the individual. In cases such as this, evidence from earlier periods may be admissible, and assessed for currency, within an appropriately flexible assessment system.

Sufficiency Evidence of competency should be sufficient to cover all the elements, performance criteria and required range of variables in the standards against which assessment is to be carried out.

An effective assessment system ensures that candidates are clearly advised regarding the amount and form of evidence, which is sufficient to prove competency. This should avoid the situation where masses of evidence are provided, requiring assessors to spend more time than necessary per candidate, or too little evidence, making it difficult to judge competence.

Authenticity The evidence collected is authentic that is, actually comes from you and is directly attributable to your skills and knowledge of the individual being assessed.

APPEALS POLICY

An appeals process underpins all assessments carried out by Learning Options. All candidates have the right to appeal assessment outcomes.

APPEALS PROCEDURE

1. The following process applies once a student is notified in writing of the outcome of the marking of an assessment piece, or following formal notification of results through issuance of an academic transcript, whichever is the earlier. Appeals will generally only result from a 'Not Yet Competent' (NYC) outcome.
2. Where a NYC outcome is notified, the student shall be provided with sufficient information regarding the rationale for an assessor's decision to make the judgment of NYC, in the form of an assessment feedback sheet or other written feedback. Such feedback generally includes recommendations on areas for improvement or additional requirements needed to achieve a grade of 'Competent' (C) if reassessment opportunities are to be provided.

3. Assessment outcomes of NYC generally only occur after a student has been given sufficient opportunity to resubmit an assessment task or otherwise provide additional evidence, and after options for supplementing for an alternative unit have been considered.
4. Students are offered two opportunities for assessment (and therefore may resubmit evidence units a second time for reassessment) before incurring additional assessment fees.
5. If the student is not satisfied with the result of the assessment and the reasons given for the NYC result, they should first discuss the issues of concern with the assessor who will endeavour to resolve them to the satisfaction of the student and Learning Options.

PHASE 1 – INITIAL REVIEW

1. Where a student disagrees with the outcome of the marking of an assessment piece, or with the assessment decision notified, they should firstly discuss the outcome with their assessor within ten (10) working days of being notified of the assessment outcome. It is anticipated that an initial discussion with the assessor will resolve most circumstances.
2. There is no formal application process at this stage although the student should make known their disagreement in writing via email.
3. The assessor then has the option of revising their assessment decision and, following consideration, advises the student in writing of their decision along with recommendations and advice on further study to assist them with development of skills.
4. The assessor must keep a record on the student file of the request for review and the decision made.

PHASE 2 – FORMAL APPEAL

1. If the student is unsatisfied with the outcome of the initial review, they may then lodge a written appeal with the Training Manager.
2. Students have twenty one (21) days from the date of the notification of the assessment outcome to lodge a formal appeal. Where the student has undertaken an initial review, 21 days is counted from the day the assessor notified in writing of their initial review outcome (31 days in total).
3. The appeal must be in writing via letter or email and set out the grounds for the appeal. It should be accompanied by any supporting documentation.
4. The formal appeal will be acknowledged in writing and entered in an appeals register.
5. The Training Manager will review all of the information relevant to the appeal, and may ask the student (now referred to as the appellant) to provide further information, either in writing or via interview.
6. The Training Manager has a number of options available for consideration of the appeal, including:
 - a. reconsideration of the decision by the original assessor
 - b. independent review of the decision by a second assessor
 - c. convene a panel of experts to assess the appeal
 - d. arrange for reassessment of the applicant
7. The appropriate action will be taken and the outcome notified to the appellant within sixty (60) days of the lodgment of the appeal. Formal records will be kept of all action taken. It should be noted that to overturn the professional judgment of the first assessor is quite a serious step and appropriate moderation activities are encouraged.
8. Where Learning Options considers that more than 60 calendar days are required to process and finalise the appeal, we will inform the appellant in writing, outlining the reasons why more than 60 days are required.
9. The appellant will be kept informed on the progress.

10. The appellant must be available during this period to attend interview or provide additional records.
11. The Training Manager may make one of the following decisions:
 - a. Dismiss the appeal
 - b. Uphold the appeal and amend the assessment decision.
12. The Training Manager will keep a record of the appeal in the appeal register, which records the name of the appellant, the nature of the appeal, the investigation undertaken, the decision and the date the student was advised of the outcome.
13. The student will be advised of the outcome in writing. This notification is to include copies of any reports, correspondence or judgments made by third parties. These records will be retained on the students' file.

PHASE 3 – INDEPENDENT ARBITRATION

1. If the student considers that the appeals process was unsatisfactory and has explored all options available in both Phase 1 and Phase 2 for resolution of the appeal by Learning Options, they will be informed of their right to request a review by an appropriate party independent of Learning Options.
2. Learning Options maintains sole discretion on who the third party reviewing the decision is. This is to ensure they satisfy the requirements to be engaged as a Learning Options assessor and can make assessment decisions on our behalf under the Standards for Registered Training Organisations (RTO's) 2015.
3. Costs involved in third party review are to be met by the student and a quote will be provided.

DIRECT CREDIT AND EXEMPTIONS

Learning Options gives transfer of credit (national recognition) for nationally endorsed Units of Competency upon provision by the student of the Statement of Attainment or Qualification from a Registered Training Organisation.

Credit transfer does not require an application for recognition of prior learning as no assessment is undertaken.

Where there is a unit to unit code match, an exempt outcome is awarded. If there is not a unit to unit code match, Learning Options will undertake an analysis of the equivalence of study completed against the relevant unit before any credit can be granted.

Learning Options is not obliged to, and does not, issue a qualification or a statement of attainment that is achieved wholly through recognition of units completed at another RTO.

Units awarded under credit transfer are nominated as 'Exempt' units on their Academic Transcript.

Notwithstanding this requirement, it is the responsibility of the Assessor to ensure currency of competence and authenticity of the evidence being presented. All decisions on credit transfer from external courses/modules and qualifications may impose a restriction upon the date of the qualifications that may be offered in evidence where the external courses/modules include knowledge or skills that have been superseded by current industry practices.

RECOGNITION OF PRIOR LEARNING

Recognition of Prior Learning (RPL) is an assessment process designed to recognise the skills you have obtained from previous formal and informal study, life experiences, and workplace experience. This means that you can receive credit for skills you already hold against a unit of competency, or a whole qualification.

Who can apply?

Anyone who wishes to have their skills recognised.

How do I apply?

Applications for RPL must be submitted using a self evaluation form, which can be provided by your assessor. Applicants must submit an evidence portfolio for assessment along with the application.

An evidence portfolio is essentially a collection of “evidence”.

What evidence do I need to provide?

You need to provide a range of evidence to support your application. This might include:

- resume
- duty statements
- references or testimonials
- work samples
- self assessment

The evidence you provide will depend on the qualification you are being assessed against, and should be discussed with your assessor. There are no time limits set for how old evidence should be, however your Assessor will ensure your knowledge is still current.

What if I can't provide evidence?

Recognition of Prior Learning (RPL) is an evidence based process. We assess the evidence you provide. If you can't provide evidence, your opportunities for RPL are reduced, however you should discuss your individual circumstances with your assessor.

How am I assessed?

Your assessor will make a decision regarding your competence on the basis of your application and the supporting evidence you provide.

The documentary evidence provided is examined by a Qualified Assessor, who matches the evidence against the Training Package requirements. You may also undertake an interview or observational assessment.

How much is it?

If you have enrolled on an accredited course and paid the course fee, you will automatically be offered RPL at no additional cost on top of the quoted qualification fee. Separate fees apply if you are not undertaking study by coursework.

Timeframes

It is anticipated that RPL assessments may take up to 30 days for the initial assessment where the initial assessment is not purely one of direct credit. However you can significantly decrease this time by submitting an early (and complete) application.

Appeal Rights

RPL assessments are subject to the same rights of appeal as outlined in this handbook.

MARKING

1. We endeavour to provide a two week turnaround on assessment pieces from the date that all materials required for assessment are submitted ie. All tasks must be submitted in full.
2. At busier times of year we may have extended marking turn around times and you will be advised if this is the case.
3. No work is marked from 1 December to 15 January each year. For 18 years now we have had students submit work up to Christmas Eve with an expectation that our assessors will work on it over this period. We will no longer be providing this extra service. Training plans and due dates will take this into account.

ASSESSMENT RESUBMISSIONS

1. Students are offered a maximum of two opportunities for assessment before incurring additional assessment fees. You should ensure that your work is complete before submission.

SUPPORT SERVICES

Learning Options provides a flexible learning environment to allow for the individual differences of all course participants. If you are requiring support, you should speak to the trainer/assessor or Manager.

Learning Options does not offer formal welfare or guidance services but, every effort will be made to assist participants to access appropriate support agencies

STUDENT MENTORING AND SUPPORT

All students are encouraged to discuss any course difficulties or personal issues which have an impact on their ability to complete course requirements satisfactorily. All personal disclosures shall be kept in strict confidence and no third party shall be consulted without the consent of the student.

Mentoring and support is provided for:

- difficulties in understanding what the assessment tasks require of you,
- difficulties with understanding technical and specialist terminology,
- referral to other sources of information and advice on business,
- requests for extensions for course work (for valid reasons),
- learning difficulties, and
- administrative queries and requests for information on the management of your studies.

If you require mentoring support to complete the course work, you should contact your trainer by phone or email and make an appointment to discuss your difficulties with training staff.

Where the issue falls outside of the ability or the expertise of the training or administrative staff, the student will be referred to the appropriate external agency for assistance.

STUDENTS WITH PARTICULAR LEARNING NEEDS

If you have any special learning difficulties or needs, please alert us to these as we can make arrangements to provide you with support.

Students with particular needs are able to negotiate alternative learning and assessment strategies where this is allowable under Training Package. Variations in assessment strategies may include such strategies as:

- Arrangements to undertake assessments verbally where there is difficulty in writing in English
- Special arrangements that may be required for students with a physical impairment
- Special arrangements for students with a known learning difficulty.

Other assistance arrangements should be discussed with the training staff directly. Where necessary, we will refer you to the most appropriate staff member or external support agency to assist you to overcome the difficulties.

LANGUAGE LITERACY & NUMERACY

You may elect to complete a special Language and Literacy self-test to highlight areas of difficulties with language, comprehension or numeracy which will help us decide how best we may assist you with your learning.

Learning Options is committed to providing assistance to participants who may have language, literacy and numeracy support requirements. We will provide assistance where possible to participants who are experiencing difficulties with these areas. Referrals for additional support will be provided to specialist language, literacy and numeracy services as appropriate.

THE LEGALS

YOUR PRIVACY

Student Information

Information concerning students, including information submitted at enrolment, will be used by Learning Options, or other authorised organisations for the purposes of general participant administration, communication, research, statistical analysis, state and national reporting, program monitoring and evaluation. Information provided will be held securely and disposed of securely.

Learning Options is committed to upholding the Australian Privacy Principles (NPPs).

- We will only collect information that is necessary to providing you the service we offer;
- We will collect information in a fair and lawful way;
- You will be told of why we are collecting it and who will have access to it;
- We will take reasonable steps to ensure that the information we keep regarding you is accurate;
- We will take reasonable steps to ensure that your personal information is protected from misuse, loss or unauthorised access or disclosure;
- You can make a request in writing to access any information we hold about you and we shall provide access, unless access will impact unreasonably on someone else's privacy;
- If there are mistakes in the information we hold about you, we will correct them;
- We will not request sensitive information about you. Sensitive information includes information about your health, political beliefs, religious beliefs and sexual preference.
- Some Government Funded Courses require a medicare or passport number for eligibility purposes. In this case you will be asked to provide this information prior to course commencement.
- Where an employer has paid the course fee on behalf of the participant and all parties have signed the training plan, then we will report the participant progress to the employer on a regular basis.

The Privacy Act 1988 – Applies to all states can be found at

<http://www.comlaw.gov.au/Series/C2004A03712>

Accessing your information

Participants can access your records at any time by talking to the Training Manager. If a participant feels that any information is incorrect they have the opportunity to correct that information.

Before accessing personal documents, applicants must provide proof of identity e.g. a birth certificate, driver's licence with a photograph, or a passport.

Should you have any concerns about your privacy please direct these to:

**The Manager, Learning Options
PO Box 3433, MANUKA ACT 2603**

Phone: (02) 6260 6677, Fax: (02) 6260 6300

Email: courses@learningoptions.com.au

The following is regarded as personal information:

- **Personal details:** name, student ID number, contact information, age, nationality, enrolment status, digital images, etc.
- **Academic records:** course and enrolment details, assessment results, academic standing.
- **Personal welfare information:** emergency contacts, medical reports, financial information, health insurance information.
- **English language proficiency information**
- **Visa details:** the details of the Department of Immigration and Citizenship office where the application for a student visa was made or is expected to be made; and if the student holds a student visa, the number of the visa; and once studying in Australia, the student's local Department of Immigration and Citizenship office.
- **Passport details:** if the student was in Australia when he or she became an accepted student, the student's passport number.

YOUR CONFIDENTIALITY

Privacy relates to the information you provide as listed above and is governed by legislation.

However we also acknowledge the right of students to confidentiality and the expectation that disclosures in student assessment pieces or in the learning environment whether that be online, face to face or in the workplace, will be treated confidentially.

There are times though when the sharing of information is appropriate or where there is a requirement to reveal information. The following are specific examples where a duty of care may require us to reveal information to your employer:

1. Where there is a concern about a student and their well-being in the workplace. If disclosures of breaches of legislation are made in the course of the learning (such as bullying or harassment).
2. Where the program guidelines require the involvement of your employer, &/or your employer is funding your program, they will be made aware of any changes to the training plan.

At all times, care is taken to protect the confidentiality of students and in the case of example 1, any concerns will be discussed with you before disclosure is made.

COMPLAINTS

Learning Options is committed to ensuring that all grievances and complaints are dealt with appropriately, either via means of formal or informal complaint resolution.

We ask that if you have a complaint, you bring it to the attention of your trainer or assessor in the first instance. This will provide opportunity for immediate informal resolution of issues. If you are not satisfied with the response, formal procedures are appropriate if:

- informal attempts at resolution have failed;
- the complaint involves serious allegations of misconduct and informal resolution could compromise the rights of the parties;
- the allegations are denied, the complainant wishes to proceed and investigation is required to substantiate the complaint; or
- the complainant wishes to make a formal complaint from the outset.

A formal complaint should be lodged in writing to the Manager and the parties are permitted to have a support person, advocate or other representative accompany them to any interviews or meetings.

HARASSMENT

Learning Options is committed to providing a safe, healthy and family and community focused working environment for all employees, contractors and visitors. Learning Options will not tolerate any form of harassment within the organisation under any circumstance. Learning Options will investigate any allegation in a fair, confidential and timely manner and take necessary disciplinary action against any employee found to be breaching this policy.

Harassment is offensive, belittling or threatening behaviour directed at an individual or group. Harassment is behaviour that is unwelcome, unsolicited, usually unreciprocated and usually (but not always) repeated. Harassment is often focused on sex, cultural or racial background or disability of the individual or group.

For harassment to occur there does not have to be an intention to offend or harass. Individual incidents may seem too trivial to warrant attention, or the person subjected to harassment may seem unaffected. Where the behaviour continues over a period and it is not addressed, however, such behaviour can undermine the standard of conduct.

Examples of harassing behaviour include

- offensive physical contact, derogatory language or intimidating actions;
- insulting or threatening gestures or language (overt or implied) or continual or unwarranted shouting;
- openly displaying pictures, posters, graffiti or written materials which might be offensive to some;
- phone calls or messages on electronic mail or computer networks which are threatening, abusive or offensive to students/staff; and
- sexual harassment, which can consist of any or all the following:
 - unwelcome comments about a person's sex life or physical appearance;
 - suggestive behaviour such as leering or ogling;
 - unnecessary familiarity such as deliberately brushing up against a person;
 - sexual jokes, offensive telephone calls, photographs, reading matter or objects;
 - sexual propositions or continual requests for dates;
 - physical contact such as touching or fondling or
 - indecent assault or rape (which is a criminal offence).

It is the responsibility of each person to recognise and respect the boundaries set by others. It is important to talk to a trainer/assessor or other appropriate person if you feel you are being harassed.

ACCESS AND EQUITY

Learning Options is committed to ensuring its training and courses are responsive to the diverse needs of all clients. Learning Options will comply with the principles of access and equity and aims to ensure that no course participant or potential participant should be disadvantaged or discriminated against on the basis of race, sex, age, pregnancy, religion, marital status, sexuality, or physical or intellectual impairment.

The ACT Discrimination ACT 1991 can be found at

<http://www.legislation.act.gov.au/a/1991-81/current/pdf/1991-81.pdf>

WORK HEALTH & SAFETY

Work Health and Safety is the responsibility of every employee and visitor to our organisation. All Learning Options employees are aware of WH&S requirements and adhere to the principles and practices that ensure a safe working environment.

We aim to achieve the highest levels of WH&S by:

- Adhering to government legislation and taking a personal interest in the well being of our team and visitors;
- Identifying, assessing and eliminating or effectively controlling all hazards and risks to health and safety;
- Monitoring and evaluating measures to control hazards and risks to health and safety;
- Disseminating appropriate information, instruction, training and supervision to all staff to enable them to safely carry out their responsibilities;
- Ensuring employees and visitors take responsibility for making their work environment safe

The Work Health and Safety Act 2011 can be found at

<http://www.comlaw.gov.au/Details/C2011A00137>

ACADEMIC MISCONDUCT

Learning Options is committed to quality training and assessment systems that enable both students and employers to have faith in the outcomes of assessment and the integrity of the qualifications awarded.

We take seriously allegations of misconduct and have an expectation that all students will submit evidence that is their own independent work and a fair representation of their skills and knowledge as applied in the workplace. Students are required to respect the intellectual property of others.

This policy is guided by the following principles:

- Each case of alleged misconduct will be dealt with on its merits and in consideration of all circumstances surrounding the case, and in accordance with this policy. Students will be provided an opportunity to explain the occurrence.
- The outcomes of the student work will not be finalised until after the case of alleged academic misconduct has been properly investigated and any appeal process has concluded.
- A student who is the subject of a misconduct allegation will be treated fairly.
- The investigation of misconduct will be undertaken by the Training Manager or Director. Decisions are made internally and are not subject to external or 3rd party review.
- Penalties range from reprimand and warning to dismissal from the Learning Options program.
- Where any work submitted for assessment is deemed to be the same or substantially the same, this will be considered as evidence of academic misconduct by both candidates, regardless of whether person 1 completed the task independently and the work submitted by person 2 was copied.

Cheating and/or plagiarism are considered some of the most serious breaches of academic honesty and could result in serious penalties.

DEFINITIONS

1. Academic misconduct refers to any action or attempted action that may result in creating an unfair academic advantage for oneself or an unfair academic advantage or disadvantage for any other student. This may include, but is not limited to:
 - a. Possession of unauthorised material relevant to the assessment e.g. Answers or assessment guides intended for assessors.
 - b. Sharing or publishing assessment materials.
 - c. Candidate substitution.
 - d. Collusion with another candidate (this does not include joint projects which have prior approval of the assessor, are declared and accompanied by a statement indicating the students are satisfied all other students have equally contributed).
 - e. Plagiarism.
 - f. Cheating.
 - g. Disturbances in the classroom.
2. Cheating refers to any act of fraud, deceit or dishonesty in an assessment including, but not limited to:
 - a. Using or attempting to use materials.

- b. Assisting others to use materials.
 - c. Copying or attempting to copy or otherwise communicate answers.
 - d. Allowing others to complete work for you.
 - e. Submitting, as one's own, an assessment that another person has completed.
 - f. Undertaking an assessment on behalf of another student or permitting another student to undertake assessment on your behalf
 - g. Use of written materials prepared by agencies, third parties or other persons.
3. Plagiarism refers to the intended or unintended use of intellectual material produced by another person without acknowledging the original author or the source. This may include, but is not limited to:
- a. Verbatim or word for word copying without clear acknowledgement and full referencing of sources. It must always be apparent to the assessor which parts of your submission are your own independent work and which parts where you have drawn on someone else's ideas.
 - b. Using information, text, artwork, graphics or other material from any source including the Internet and presenting it as one's own without acknowledgment and full referencing of sources.
 - c. Quoting or paraphrasing the work of others by altering a minimum amount of the material, changing order or presentation of their work, or following the structure of their submission.
 - d. Collusion with another student or students without prior approval.
 - e. Failure to declare assistance received from others.
 - f. Contributing less, little or nothing to a group assessment and then claiming an equal contribution and share of the outcome.

PENALTIES

1. A decision regarding the action and penalty to be applied will be made by the Training Manager and/or the Director, with consideration given to:
 - The nature of the misconduct.
 - The previous record of the student.
 - The statement of the student in response to the allegation and whether they came forward themselves or assisted or hindered the investigation.
 - Any additional factors.
 - The number of students involved.
 - The benefit or advantage potentially derived by the student.
2. One or more of the following actions or penalties may be imposed:
 - Counselling or training on accepted academic approaches or techniques.
 - A written warning that is retained on the student file for reference during future enrolment.
 - Attempt the assessment item again without loss of marks (where grading is used).
 - Attempt the assessment item again with a capped mark (where grading is used).

- Completion and resubmission of a new piece of work.
- Award of no marks or a Not Yet Competent outcome.
- Dismissal from the program.
- Recall and cancellation of the certification if the misconduct is identified after issue.
- Any other penalty as is deemed appropriate by us.

PROCEDURE

1. Where an allegation of academic misconduct is made, the following procedure applies:
2. The trainer or assessor should bring the circumstances to the attention of the student and seek an initial explanation or provide the opportunity for them to evidence authorship.
3. If the trainer/assessor is satisfied that the allegation has been resolved or was made incorrectly, no further action will be taken.
4. If the trainer/assessor in their opinion believes there are grounds for further investigation, the situation is to be referred to the Training Manager outlining and evidencing the grounds that led to the allegation.
5. The trainer/assessor will advise the student that the allegation requires further investigation and is being referred to the Training Manager.
6. The Training Manager will review the evidence, and after seeking any further required information from the student/s, will make a determination of appropriate disciplinary action.
7. The student will be advised of the outcome and determination, in writing, and within 14 days of the referral being made to the Training Manager.
8. Penalties will take immediate effect.
9. Students have the right to appeal the decision.

APPEAL PROCESSES

1. Students may appeal against the outcome of disciplinary action. Appeals must be submitted in writing to:

The Director
Learning Options
PO Box 3433, Manuka ACT 2603
2. Appeals must be submitted within 10 days of receiving the notification of the outcome.
3. Appeals must state the grounds and an explanation of why the student believes the original decision was inappropriate.
4. All appeal decisions are final and will be advised within 21 days of the appeal being received by the Director.

INTELLECTUAL PROPERTY OF LEARNING OPTIONS AND CONFIDENTIALITY

Please note that all information given to you is **Commercial in Confidence**. You may only use the information for the purpose for which it is intended and you may not give copies of any of the materials to any other person. This includes online learning materials. Any infringement of this obligation will be pursued under Intellectual Property laws.