

Australian Academy Pty Ltd

SRTO DETAILS			
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Student numbers	69		
AUDIT TEAM			
Lead Auditor	Ms Phoebe Lee	Auditor/s	Ms Robyn Gray, Mrs Christiane Robinson
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AUDIT DETAILS			
Audit date/s	9 th July 2013		
Audit outcome on day of audit	Compliant <input type="checkbox"/> Non-compliant <input checked="" type="checkbox"/>		
Other audit notes	The audit was conducted on 9 th July and the organisation was advised of all non-compliances at the time of audit. The organisation was afforded three working days to provide additional evidence to the lead auditor.		
FOCUS OF AUDIT			
Qualification code	Qualifications	Total Students	Delivery site
BSB30407	Certificate III in Business Administration	10	
SIR30207	Certificate III in Retail	3	
SIR20207	Certificate II in Retail	4	
SIT30707	Certificate III in Hospitality	9	
INTERVIEWEE/S			
Mr Ahmed Sokarno, Chief Executive Officer			
Lepeka Clayton, GTO Coordinator			

Vocational Education and Training (VET) Pre-Qualified Supplier Agreement

Clause 26 Good faith

In performing its obligations under this Agreement and seeking to become entitled to public funding under this Agreement the Supplier has:

Y N

acted in good faith in all matters pertaining to the Agreement;

acted consistently with the spirit of this Agreement and the Funding Program;

acted in a way that best achieves the objectives of the Funding program.

The auditor has not recommended recovery of funds as non-compliances identified related to a small number of students and appeared to be records retention errors.

At time of audit:
 Compliant
 Not Compliant

Clause 3.2 The SRTO must:
 (c) **comply with the AQTF, the Act and all relevant laws in the performance of its obligations under this agreement.**

Vocational Education, Training and Employment Act 2000
Vocational Education, Training and Employment Regulation 2000

At time of audit:
 Compliant
 Not Compliant

Training Plans

Y N NA

Signatures of all parties (student, employer and SRTO) sighted for all training plans **VETE Act Section 100(1)**

SRTO has taken reasonable steps to ensure each training plan is signed –
 (a) if the training plan is the initial training plan for the apprentice or trainee – before the probationary period for the apprentice or trainee ends; or
 (b) if a training plan for an apprentice or trainee ends because the supervising registered training organisation has been replaced – within 14 days after the replacement day **VETE Act Section 100(2)**

SRTO ensures a copy of the signed training plan is given to each apprentice or trainee, and the employer, within 7 days after the parties sign it. **VETE Act Section 101**

If changes have been made to training plan, the changed training plan has been signed by all parties to the training plan within 14 days after the parties agree to the change. **Section 18(1) & (2) VETE Regulation**

If changes have been made to the training plan, the SRTO ensures a copy of the signed changed training plan is given to each apprentice or trainee, and the employer, within 7 days after the parties sign it. **Section 19 VETE Regulations**

Requirements of a training plan for an apprentice or trainee

Y N

Skills Queensland Guideline 10

The purpose of the training plan

The circumstances and process for changing the training plan

The training plan's role in the completion process

Whether training delivery for individual competencies will be in the form of structured training and/or workplace tasks

The responsibilities of each party for the record of the training undertaken in the apprentice's or trainee's training record

The employer's name (including legal name) and contact details

- The apprentice's/trainee's name and date of birth
- The title of the apprenticeship/traineeship
- The SRTO's name (including legal name) and contact details
- The planned commencement and completion dates
- Training contract mode i.e. Full Time, Part Time or School-based
- The qualification/statement of attainment title, including level and qualification code
- The name of each competency to be achieved, including its unit code
- The training plans contains the acknowledgement and undertaking from all parties

- Training plans align with training package requirements regarding the selection of units
- Individual training plans within student files have been fully developed

Training Records

Y N

- SRTO has provided the apprentice or trainee with the appropriate training record to be kept for the apprenticeship or traineeship within 14 days after a training plan is signed by the parties to the training plan. **VETE Regulations Section 20(1)**
- Where training is required to be delivered by the employer or the SRTO, the employer or the SRTO has at intervals of not more than 3 months –
 - (a) required the apprentice or trainee to produce the training record to have the particulars of the training completed by the apprentice or trainee during the interval entered in it; and
 - (b) kept the record complete, accurate and up-to-date by entering the particulars in it.

Section 20(6) VETE Regulations

Availability of facilities

Y N

- The organisation has provided facilities, services, supervision and training required under the training plan for all apprentice and trainee files examined. **VETE Act Section 92**

Issuance of Qualification or Statement of Attainment

Y N

- The SRTO has within 14 days after receiving the notice mentioned in section 69, given the person who was the apprentice or trainee a statement of attainment detailing the training the person completed under the training plan before it ended.

Section 105(2)

NON-COMPLIANCES:

The auditor identified one instance where the training plan was not present on the student file. This specific issue relates to Jaiden Fraser.

The auditor identified one instance where the training plan was not signed by the SRTO or the employer. This specific issue relates to Natalie Albans.

RECTIFICATION REQUIRED:

The organisation must develop and implement a process to ensure the training plan for each student is signed by all parties and available on the student file.

The SRTO will not be required to submit further evidence to the Department to demonstrate non-compliances have been sufficiently addressed. However, the SRTO is advised rectification action undertaken to address all identified non-compliances will be examined as part of future audit or monitoring activity.

Clause 9 Records

Information and material necessary to provide a complete record of training and assessment was sighted at audit including:

Y N

At time of audit:

- Compliant
- Not Compliant

- records of each student's participation in training and assessment for each unit of competency, including records of the commencement of educational content, attendance and progression;
- retained full and complete records of each student's participation to validate withdrawn claims for payment
- evidence that the SRTO has a process in place to capture the employer's verification regarding the on-the-job component
- evidence that the SRTO has consistently retained evidence to support that the on-the-job training component has been achieved for each unit of competency for each participant prior to submission of claims for payment
- accurate AVETMISS start and end dates for each student for each unit of competency;
- copy of the qualifications and statements of attainment issued to each student;

For each unit of competency for each student, the auditor sighted:

Y N

- completed and accurate assessor's marking guide, criteria and observation checklists for the unit of competency; and
- the completed paper-based assessment items for the unit of competency
- implemented and retained the full range of assessment evidence.

NON-COMPLIANCES:

On-the-job Training Component:

The auditor identified one instance where the organisation has not retained evidence to support the on-the-job component has been achieved. This specific issue relates to Chantelle Gibbs, *SIRXMGT002A Maintain employee relations*.

Assessment Retention:

The auditor identified a number of instances where the organisation has not retained the completed paper-based assessment items for the unit of competency.

It was identified the organisation has not retained the completed observation checklists for the following students:

- Kellie Gunson – *SIRXRSK001A Minimise theft*
- Karinya Thorne – *SIRXRSK001A Minimise theft*

It was identified the organisation has not retained evidence practical requirements of the unit, as specified in the range statement, have been assessed. This specific issue relates to claims for *SITHFAB012B Prepare serve espresso coffee*. The unit of competency range statement specifies 'Coffee styles to be prepared must include: short black (espresso), long black, cappuccino, flat white, cafe latte, short and long macchiato and mocha.'

The organisation provided a 'Workplace Application' document which captures the practical assessment of each of the above mentioned coffee styles. However, this document was not retained on the following student files:

- Nicholas Gatti
- Matthew Mccann
- William Sawyer
- Jasmine Linca
- Sabrina Weier

RECTIFICATION REQUIRED:

The organisation must develop and implement a process to ensure it retains evidence the on-the-job component has been achieved prior to submitting claims for payment for each student.

The organisation must develop and implement a process to ensure it retains the completed paper-based assessment items for every unit of competency for every student.

The organisation must develop and implement a process to ensure it retains the full range of assessment evidence for every unit of competency for every student.

The SRTO will not be required to submit further evidence to the Department to demonstrate non-compliances

have been sufficiently addressed. However, the SRTO is advised rectification action undertaken to address all identified non-compliances will be examined as part of future audit or monitoring activity.

Clause 10 Access to premises and records

The SRTO gave the department access to its premises:

Y N

- to inspect and copy information and material related to the Agreement or kept by the Supplier under clause 9.1; and
- to monitor the provision of training and assessment and other VET Services and performance of the SRTO's obligations under the Agreement.
- employees and contractors provided full and accurate answers to questions asked by the department in connection with training and assessment, other VET Services and Supplier obligations under the Agreement.

At time of audit:

- Compliant
- Not Compliant

Clause 11 Publicity

In making any public statements in relation to the training and assessment funded under this Agreement the SRTO:

Y N N/A

- has referenced the department as the funding source within any public statement
- has not made any misleading public statements including statements to students, employers or other organisations relating to the Agreement or the department

At time of audit:

- Compliant
- Not Compliant
- Not Applicable

Clause 13 Insurance

The organisation provided evidence that for the term of its agreement with the department it:

Y N

- maintained public liability insurance for a minimum of \$10 million arising out of any one event in respect of death, injury, loss, or damage howsoever sustained to or by any person or property;
- maintained workers compensation insurance.

At time of audit:

- Compliant
- Not Compliant

User Choice 2010 – 2015 Policy

Clause 1.2 – SRTO and employment arrangements

The SRTO has:

Y N

- assessed employment arrangements of each traineeship to ensure the employer provides adequate facilities, range of work supervision and the on-the-job training required by the Vocational Education, Training and Employment Act 2000 (the Act);
- sourced or developed an Employer Resource Assessment (ERA) document which addresses the employment and training arrangements required under the Act for traineeships and apprenticeships;
- has taken appropriate action when the employment arrangements do not meet the requirements of the Act, the Agreement and/or the qualification.

At time of audit:

- Compliant
- Not Compliant

Clause 2.4.3 AVETMISS Reporting Requirements.

The SRTO has:

At time of audit:

Y N NA

Compliant
 Not Compliant

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | correctly reported the delivery identifier code specified in AVETMISS for the relevant mode of delivery Clause 2.4.3.c |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | gathered sufficient evidence that competency has been achieved, as expressed by the relevant endorsed industry/enterprise competency standards of a training package or by the learning outcome of an accredited course to support the outcome of the assessment (AVETMISS Outcome Identifier Code 20); Clause 2.4.3.d |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | confirmed with the employer that the student has consistently demonstrated competent performance in workplace tasks relevant to the unit of competency/module to support the outcome of the assessment (AVETMISS Outcome Identifier Code 20); Clause 2.4.3.d |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> retained sufficient evidence to support that students have attempted all assessments and failed in at least one method (AVETMISS Outcome Identifier Code 30); Clause 2.4.3.d |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> retained sufficient evidence to support the student's participation in the learning activity prior to withdrawing (AVETMISS Outcome Identifier Code 40); Clause 2.4.3.d |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> retained sufficient evidence to support recognition of prior learning (AVETMISS Outcome Identifier Code 51); Clause 2.4.3.d |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> retained evidence to support that an application for recognition of prior learning was assessed and not approved (AVETMISS Outcome Identifier Code 52); Clause 2.4.3.d |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> retained sufficient evidence to support recognition of current competencies (AVETMISS Outcome Identifier Code 53); Clause 2.4.3.d |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> retained sufficient evidence to support that an application for recognition of current competencies was assessed and not approved (AVETMISS Outcome Identifier Code 54); Clause 2.4.3.d |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> retained sufficient evidence to support credit transfers (AVETMISS Outcome Identifier Code 60); Clause 2.4.3.d |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> retained sufficient evidence that an induction was conducted and training plan developed prior to the student's training contract being cancelled or the student changing SRTOs (SRT01 Administration Payment); Clause 2.4.3.d and |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | submitted AVETMISS postcodes that accurately reflect the location in which the majority of training has been undertaken. Clause 2.4.3.e |

NON-COMPLIANCES:

AVETMISS Outcome '20':

As outlined in Clause 9 of the audit report, the auditor identified non-compliances regarding the organisation's inconsistent retention of evidence:

- of completed assessment
- to support on-the-job verification by the employer prior to submitting claims for payment.

RECTIFICATION REQUIRED

AVETMISS Outcome '20'

The organisation is advised that rectification undertaken in relation to Clause 9 regarding retention of training and assessment evidence will address this non-compliance.

The SRT0 will not be required to submit evidence to the Department to demonstrate non-compliances have been sufficiently addressed. However, the SRT0 is advised rectification action undertaken to address all identified non-compliances will be examined as part of future audit or monitoring activity.

Table 4 – Service provision not funded

The SRTO has:

Y N

- not been funded for delivery of a unit of competency or module through RPL in any instances where this leads to the entire qualification has been achieved through RPL;
- not submitted claims for payment for units in excess of the competency count for the qualification;
- not submitted claims for payment for units of competency previously assessed as competent.

At time of audit:

- Compliant
- Not Compliant

Clause 2.5 Fees and Charges

2.5.1 Student Contribution Fees

- (b) The Supplier provided the participant details of its fees and charges policy, including the student contribution fees and any additional charges as identified in section 2.5.8, its method of collection, refunds, and exemptions and provide access to this written policy to participants prior to their enrolment.
- (c) The SRTO has retained evidence of fees collected as well as evidence of participants who have been deemed totally or partially exempt from the payment of student contribution fees.
- (e) The Supplier has not charged participants more than the student contribution fee contained in the User Choice 2010 - 2015 Policy except as required periodically by the department.

At time of audit:

- Compliant
- Not Compliant

2.5.2 Partial Exemption—Tuition Fees

The SRTO must not charge more than 40 per cent of the student contribution fee where the participant falls into one or more of the following exemption categories:

- (a) The participant was or will be under 17 at the end of February in the year in which the Supplier provides training, and the participant is not at school and has not completed year 12;
- (b) The participant holds a health care card or pensioner card issued under Commonwealth law, or is the partner or a dependant of a person who holds a health care card or pensioner concession card, and is named on the card;
- (c) The participant issues the SRTO with an official form under Commonwealth law confirming that the participant, his or her partner or the person of whom the participant is a dependant, is entitled to concessions under a health care card or pensioner concession card; or
- (d) The participant is an Aboriginal or Torres Strait Islander person. Acceptable evidence is as stated on the Training Contract and AVETMISS VET enrolment form.

2.5.3 Student services for Participants

The Supplier must not charge the participant a separate student services fee as this provision has already been captured in section 2.5.1(a) *Student Contribution Fee* of the User Choice 2010-2015 Policy.

2.5.4 Fee exemption on grounds of extreme hardship or other special circumstances

- (d) Where the participant is a school-based apprentice or trainee, the SRTO must exempt the participant from these fees.

2.5.7 Refund Policy

The Supplier must have a refund policy that meets the requirements of the AQTF. This policy must also include provision for:

- (a) full refunds to participants for student contribution fees charged for training delivery that

has not commenced at the time of the cancellation of enrolment;

- (b) proportionate refunds where the participant has withdrawn from a unit of competency/module; and
- (c) refunds to employers/industry for additional charges paid beyond the participant and government contributions.

2.5.8 Additional charges

Student: The SRTO may apply additional charges beyond the student contribution fee only if those additional charges are in accordance with the *Vocational Education, Training and Employment Regulation 2000* (Regulations).

Employer/Industry: The Supplier may seek additional charges from the employer/industry. Any additional charges must be negotiated up-front and disclosed to the employer/industry prior to the participant's enrolment.

Induction information contains User Choice specific information regarding:

Y N NA

- rate of student contribution fees (*currently \$1.60*);
- partial tuition fee exemption categories (*must not charge more than 40%*);
- full refunds for units not commenced and proportionate refunds for units commenced but not completed;
- any additional fees (i.e. Schedule 1 of the VETE Regulations) to be charged to the participant; and
- any additional fees to be charged to the employer/industry.

The SRTO has:

Y N NA

- charged student contribution fees for all students (excluding SATs and appropriately approved exemptees),
- retained sufficient evidence to support the granting of student contribution tuition fee exemptions;
- not charged any SATs student contribution fees;
- calculated student contribution fees based on the correct number of nominal hours;
- calculated student contribution fees at the correct rates;
- ensured any additional fees charged are in accordance with Schedule 1 of the *Vocational Education, Training and Employment Regulations 2000*;
- calculated partial student contribution fee exemptions at the correct rate;
- retained sufficient evidence to support the provision of full and partial refunds to all parties;
- retained sufficient evidence that additional charges to the participant have been charged in accordance with Schedule 1 of the *Vocational Education, Training and Employment Regulation 2000*; and
- retained sufficient evidence that additional charges to the employer have been negotiated.