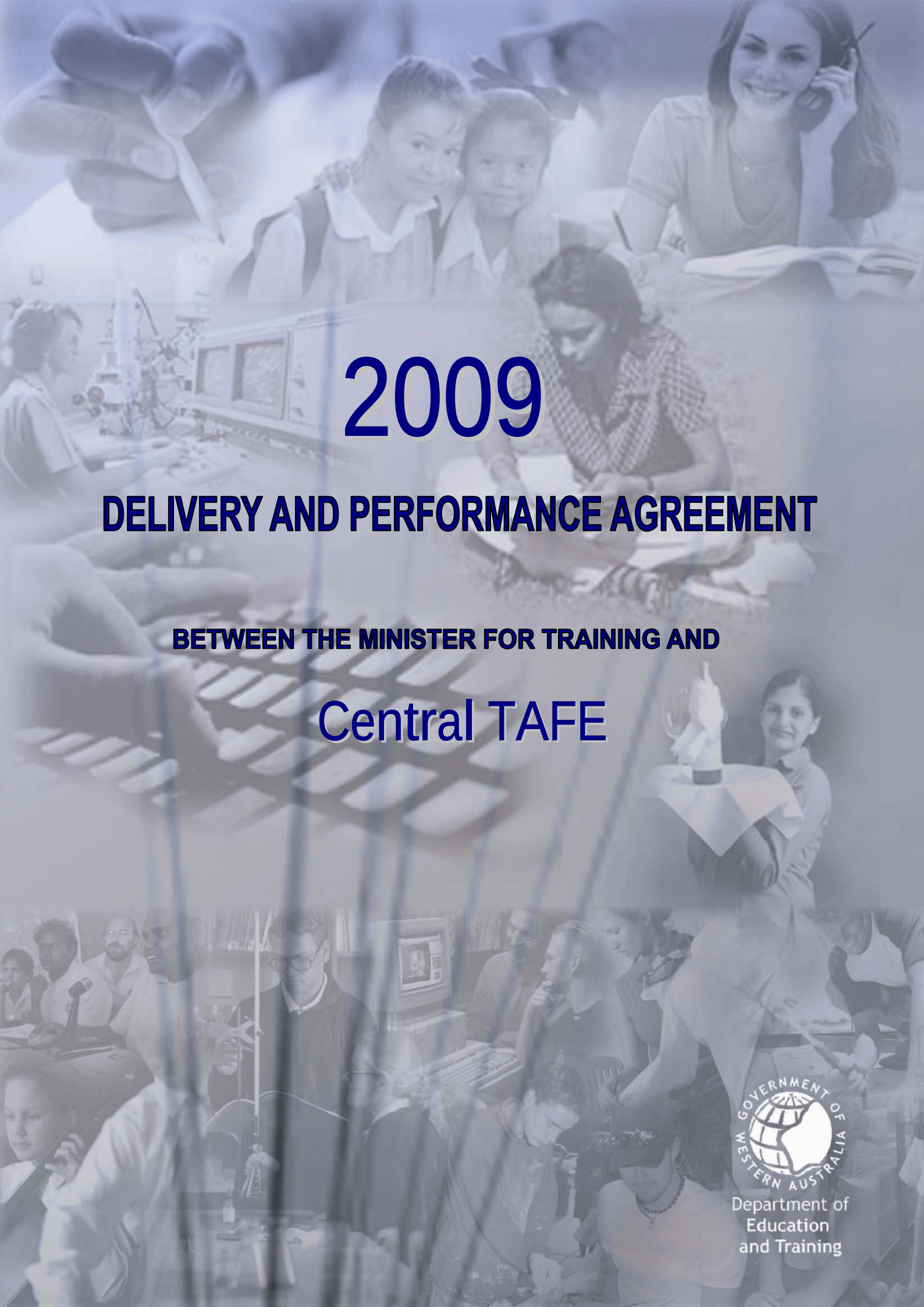


2009

DELIVERY AND PERFORMANCE AGREEMENT

BETWEEN THE MINISTER FOR TRAINING AND

Central TAFE

GOVERNMENT OF WESTERN AUSTRALIA

Department of Education and Training

TABLE OF CONTENTS

SECTION I ABOUT THIS AGREEMENT 3

1. PARTIES 3
2. INTERPRETATION 3
3. TERM OF THIS AGREEMENT 5
4. SCOPE 5

SECTION II SUMMARY OF ROLES 7

5. ROLE OF THE MINISTER 7
6. ROLE OF THE PROVIDER 7

SECTION III TRAINING DELIVERY 8

7. STUDENT SERVICE STANDARDS 8
8. TRAINING PACKAGES 8
9. INABILITY TO PROVIDE TRAINING SERVICES 9
10. TRAINING ARRANGEMENTS 9
11. ACCESS AND EQUITY 10
12. CONFIDENTIALITY 10
13. TRANSFER OF APPRENTICES AND TRAINEES 10
14. RECOGNITION OF PRIOR LEARNING 10

SECTION IV PAYMENT 11

15. PAYMENT FOR TRAINING SERVICES 11
16. ADDITIONAL TRAINING SERVICES 11

SECTION V MEASURING PERFORMANCE 12

17. RECORD-KEEPING 12
18. AUDITS AND MONITORING VISITS 12
19. STUDENT SURVEYS 12
20. INVALID ENROLMENTS (IE) 13
21. CONTRACT PERFORMANCE CRITERIA 13

SECTION VI FINANCIAL MATTERS 15

22. ALTERNATIVE FUNDING 15
23. TAXES 15

SECTION VII ADMINISTRATION OF THIS AGREEMENT 16

24. APPLICABLE LAW 16
25. VARIATIONS 16
26. SEVERABILITY 16
27. WAIVER 16
28. ENTIRE CONTRACT 16
29. COMPLIANCE WITH LAW 16
30. SPECIAL TERMS AND CONDITIONS 16
31. NOTICES 17
32. SIGNATORIES TO THIS AGREEMENT 18

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE 19

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE 21

1. FUNDING 21
2. PAYMENT SCHEDULE 21
3. REFUND 21

SCHEDULE 3 REPORTING REQUIREMENTS 25

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS 26

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS 28

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK 30

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING 31

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY 32

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT 33

SCHEDULE 10 SPECIAL TRAINING PROGRAM FOR STUDENTS WITH A DISABILITY ... 34

SCHEDULE 11 HIGER LEVEL QUALIFICATIONS PILOT FOR ENGINEERING TRAINEESHIPS 35

SECTION I ABOUT THIS AGREEMENT

1. Parties

This is an Agreement between the Minister for Training ("the Minister") and Central TAFE ("the Provider").

2. Interpretation

In this Agreement, unless the context indicates otherwise:

a) headings are for reference only;

b) a reference to a person includes a reference to any corporation or entity that is recognised by law;

c) plural words include the singular and vice versa; and

d) the following terms have specific meanings assigned to them:

"Acquittal Certificate" means a document, issued by the Provider, confirming that both the Minister and the Provider have met all of the terms of this Agreement.

"Agreement" means this document, including any Schedules and Variations.

"Apprentice" means an apprentice or 'industrial trainee' registered in Western Australia in accordance with the *Industrial Training Act* 1975 (WA).

"AQTF" means the Australian Quality Training Framework.

"Credit Transfer" means credit granted to a student for a Unit of Competency achieved through participation in another training program.

"Employment based training" or "EBT" means training delivered to an apprentice or trainee.

"End of Study reporting" means the reporting of module and unit enrolments that end in the collection year and therefore have finalised outcomes.

"Enrolment" means participation with an RTO of a student in learning and/or assessment against a Unit of Competency. A complete definition is available in the WA VET Enrolment Data Standard.

"General Institutional" or "GI" means institutional based training in areas other than Skills Shortage Areas.

"GST" means a tax in the nature of a supply or goods and services tax imposed by the Commonwealth of Australia.

"Industry Group" is a classification, determined by the Minister, of the occupation or outcome that a qualification is intended to serve.

"Institutional based training" or "IBT" means training delivery other than training for an apprentice or trainee.

"Invalid Enrolment" or "IE" refers to an enrolment where the Provider cannot provide proof of student participation as required by the appropriate version of the *Western Australian VET Enrolment Data Standard*.

"Minister" means the Minister for Training, a body corporate as constituted under section 7 of the *Vocational Education and Training Act 1996 (WA).* References to the Minister include a reference to authorised officers of the Western Australian Department of Education and Training.

"Module" means a component of an accredited course against which a student is assessed. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"Notice of Arrangement" is an arrangement defined in the *Acts Amendment (Higher School Leaving Age and Related Provisions) Act 2005* under which a person who has not reached the age of 18, is enrolled in full time accredited training, a gazetted course, an approved combination of education, training and/or employment, becomes an apprentice or trainee or engages in other approved employment.

"Provider" means Central TAFE.

"Registered Training Organisation" or "RTO" means a training provider registered with the Training Accreditation Council of Western Australia.

"Recognition of prior learning" or "RPL" is an assessment process resulting in the formal recognition of competencies acquired through formal or informal training, work experience and / or life experience.

"Recognition of current competencies" is an assessment process resulting in the confirmation that a student is currently competent in a Unit of Competency previously attained through training and assessment by an RTO.

"Skills Shortage Areas" are the qualifications identified by the Minister as priority for addressing skills shortage occupations. The qualifications in Skills Shortage Areas are identified in the Course Master file.

"Skills Shortage Institutional" or "SSI" means IBT delivery in Skills Shortage Areas.

"Student" means a person who is provided with Training Services under this Agreement.

"Student Curriculum Hours" or "SCH" means the number of enrolments in a Unit of Competency multiplied by a figure recognised by

the Minister as the weight of that Unit of Competency relative to other Units of Competency.

"TAFEWA College" means a College established under the *Vocational Education and Training Act 1996 (WA).*

"Trainee" means a trainee registered in Western Australia in accordance with the *Vocational Education and Training* Act *1996 (WA).*

"Training Arrangement" means an agreement between the Provider and another person to provide some or all of the Training Services in this Agreement.

"Training Package" means an integrated set of nationally endorsed competency standards, assessment Guidelines and Australian Qualifications Framework (AQF) qualifications for a specific industry, industry sector or enterprise.

"Training Services" means the services listed in Schedule 1.

"Unit of Competency" is a component of a training package qualification against which a student is assessed. A Unit of Competency refers to a discrete workplace requirement and includes the knowledge and skills that underpin competency as well as language, literacy and numeracy; and occupational health and safety requirements. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"VET" means Vocational Education and Training.

"VET Level" is a classification, determined by the Minister, which separates Traineeships and Apprenticeships (Employment Based Training) from other delivery (Institutional Based Training) and sub-divides the latter on the basis of Australian Qualification Framework levels.

3. Term of this Agreement

a) The Agreement will conclude on 31 December 2009 or when the Training Services described under Schedule 1 are completed.

b) The Minister may, within twelve months of signing this Agreement, exercise an option to extend this Agreement.

c) The Minister may extend this Agreement on up to two separate occasions, with the maximum period of each extension being one year.

4. Scope

a) Enrolments will only be funded under this Agreement where they meet the criteria in Schedule 1.

b) Unless expressly stated in Schedule 1, the following categories of Enrolments will not be funded under this Agreement:

i enrolments by students whose primary place of residence is not in Western Australia;

ii enrolments by residents of Christmas Island or Cocos Island;

iii enrolments by students who are neither Australian citizens nor permanent residents of Australia, except where the student is a holder of a visa that entitles the student to enrol in training at the fee rates that apply to publicly funded training (as identified in the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*);

iv higher education programs, including University preparation courses (ie programs whose sole or primary aim is to provide entrance to a university course);

v delivery to secondary school students, unless the delivery is under a Notice of Arrangement;

vi IBT delivery in prisons, or to prisoners;

vii programs classified by the Minister as Adult and Community Education;

viii enrolments in programs that are not accredited by the Training Accreditation Council, or which fall outside of the Provider's scope of registration;

ix credit transfers, exemptions, enrolments for recognition of current competency and exam only enrolments.

SECTION II SUMMARY OF ROLES

5. Role of the Minister

The Minister:

a) agrees to provide the funding described in Schedule 2 in accordance with the Payment Schedule described in Schedule 2;

b) will supply the Provider with details of the process for claiming funding under this Agreement; and

c) is only required to provide funding where the Provider meets all of the terms of this Agreement.

6. Role of the Provider

The Provider:

a) agrees to provide the Training Services described in Schedule 1;

b) will meet all relevant requirements of the AQTF, including registration with the Training Accreditation Council;

c) agrees to submit information to the Minister as described in Schedule 3;

d) agrees to meet all of the terms of this Agreement, and of any other Agreements with the Minister;

e) agrees to repay to the Minister any refund as described in Schedule 2;

f) agrees to collect fees from students in accordance with the most current *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*;

g) will comply with the *Apprenticeships and Traineeships Policy Guidelines* (as issued by the Minister from time to time) including the requirements relating to the implementation of Fast Track Apprenticeships, when providing training to apprentices and trainees;

h) will support the requirement for the State to increase the utilization of publicly funded training infrastructure by making training premises available on a commercial basis for purposes that do not conflict with the Provider's vocational education and training purposes;

i) will submit a revised profile plan at course level for the May and September addendum by 1 May 2009 and 18 September 2009 respectively; and

j) will comply with all other relevant policies and guidelines issued by the Minister.

SECTION III TRAINING DELIVERY

7. Student Service Standards

a) For the Training Services described in Schedule 1, the Provider:

i will ensure that students are given appropriate guidance in relation to the selection of units of competency and that meets the students expected outcomes from the program of study;

ii will ensure that training delivery is consistent with Training Package guidelines, including meeting the criteria for the awarding of qualifications;

iii will ensure that the level of resources, including the actual hours of instruction or other supervised learning modes, that is provided to students reflects the content of the program of study and allows for a successful outcome; and

iv will ensure students enrolling in a course of study outside of the normal full-time admissions process comply with the minimum entrance requirements policy.

8. Training Packages

a) Unless otherwise agreed, where:

i a Training Package has been approved for public funding in Western Australia, and

ii the Purchasing Guide (formerly known as Implementation Guide) for the Training Package indicates that the Package covers one or more of the Training Services in Schedule 1,

the Provider must use only qualifications from this Training Package when providing those Training Services to new students.

b) Existing students studying superseded courses should be encouraged to transfer into the equivalent training package qualification as soon as possible. Existing students must be given the option to complete the course or qualification in which they are currently enrolled if transition to the new or equivalent qualification will cause disadvantage in increased nominal hours or cost. New students must be enrolled in the new or equivalent training package qualification within 12 months of final endorsement, provided that a Purchasing Guide is available for implementing the training package. If this requirement cannot be met, approval must be obtained to continue delivering the superseded course or qualification.

9. Inability to Provide Training Services

a) Where the Provider is unable to offer the Training Services described in Schedule 1, the Provider shall:

i notify the Minister within seven days;

ii make reasonable efforts to assist students to enrol with an alternative Registered Training Organisation.

b) Where the Provider cannot assist students to enrol with an alternative Registered Training Organisation, the Provider shall notify the Minister within seven days.

c) Where in the opinion of the Minister, the Provider is unlikely to achieve the training targets stated in Schedule 1 by 31 December 2009, the Minister may renegotiate the training targets to reflect targets that can be justified against current enrolments and delivery achieved in previous years.

10. Training Arrangements

a) The Provider may enter into a Training Arrangement, but the Provider remains responsible for ensuring that the terms of this Agreement are met.

b) In particular, the Provider remains responsible for ensuring that the Training Services are delivered in accordance with the AQTF.

c) The terms of a Training Arrangement must be in writing, and must not be inconsistent with this Agreement.

d) The Provider shall pay all costs associated with a Training Arrangement.

e) The Provider shall advise students, prior to the commencement of training services, of the existence of a Training Arrangement.

f) Within fourteen days of signing a Training Arrangement, the Provider shall advise the Minister of:

i the legal name and business address of the other party to the Training Arrangement; and

ii the training services covered by the Training Arrangement.

g) Where the other party to the Training Arrangement is a TAFE**WA** College, the Training Arrangement must state that “All delivery covered by this contract is to be reported by the other party to the Department of Education and Training as fee for service activity”.

h) Where the Minister is aware of factors that may affect the capacity of a person to meet their obligations under a Training Arrangement, the Minister may notify the Provider of these factors and / or request an appropriate variation to this Agreement.

11. Access and Equity

a) In providing Training Services, the Provider:

i shall comply with the relevant State and Federal Government anti-discrimination legislation including the *Disability Discrimination Act Education Standards 2005*;

ii shall not use sexist, racist or other language which offends community standards;

iii shall ensure that the learning environment is free from harassment or victimisation;

iv shall not use or promote cultural, racial, disability or gender based stereotypes;

v shall ensure that programs and appropriate venues are accessible to all students; and

vi shall ensure that students are provided with additional support services where required.

12. Confidentiality

a) Unless the Minister provides approval in writing, the Provider may not disclose information acquired in connection with this Agreement to any person.

b) In particular, the Provider shall establish procedures to ensure the confidentiality of all information relating to its students.

c) The Provider shall ensure that its employees, agents and contractors also meet the terms of this clause.

13. Transfer of Apprentices and Trainees

a) The Minister must approve the transfer of an apprentice or trainee between RTOs.

b) In cases where an apprentice or trainee transfers to the Provider, the Minister will not fund the Provider under this Agreement for units of competency that have previously been completed and a statement of attainment has been issued by an RTO.

c) The Provider will comply with procedures for transferring apprentices and trainees that are published by the Minister from time to time.

14. Recognition of Prior Learning

a) Recognition of prior learning must be offered to all (individuals, clients, students, participants) upon enrolment and prior to commencement of formal training delivery. Providers must be able to demonstrate that they

have undertaken processes to encourage the uptake of, and to streamline the delivery of RPL.

SECTION IV PAYMENT

15. Payment for Training Services

a) The Minister will make payments to the Provider, following the process contained in Schedule 2.

b) The Minister may, at any time and without notice, vary the process for making payments contained in Schedule 2.

c) Where the Provider does not meet the terms of this Agreement, the Minister may withhold any funding that would otherwise be payable.

d) Where the Provider owes money to the Minister under a separate Agreement, the Minister may offset this against the amount payable for this Agreement.

e) The Minister will conduct a reconciliation of payments at the end of this Agreement.

f) If, at any time, an overpayment is identified, the Minister shall supply the Provider with an invoice for the amount of the overpayment. The Provider shall repay this amount to the Minister within thirty days.

g) If, at any time, an underpayment is identified, the Minister shall pay this amount to the Provider within thirty days.

16. Additional Training Services

a) Training targets, conditions and funding for additional training services (other than the training services defined in Schedule 1) may be defined in additional schedules to this Agreement.

b) Each category of Training Services will be treated separately for funding, reporting and enrolment purposes.

SECTION V MEASURING PERFORMANCE

17. Record-keeping

a) The Provider shall keep all financial, enrolment and assessment records related to this Agreement in a way that will enable them to be conveniently inspected by the Minister or the Minister's nominee.

b) The Provider shall keep accounting records that allow income related to this Agreement to be identified separately.

c) The Provider shall keep all financial, enrolment and assessment documentation for at least twelve months from the expiry of this Agreement. Under the AQTF, some documents will need to be kept for longer than twelve months.

18. Audits and Monitoring Visits

a) For the purposes of assessing compliance with both the AQTF and the terms of this Agreement, upon giving reasonable notice, the Minister or the Minister's nominee may:

i inspect any records under the Provider's control that relate to this Agreement;

ii inspect the premises used for provision of training services; and

iii meet with the employees, agents, contractors and students of the Provider.

b) Unless otherwise agreed between the Minister and the Provider, audits and monitoring visits will take place during business hours.

c) The Provider shall make every effort to assist the Minister or the Minister's delegate to carry out an audit or monitoring visit.

19. Student Surveys

The Minister or the Minister's nominee may conduct surveys of the students being provided with Training Services under this Agreement.

a) The Provider will supply the Minister with information necessary to effectively conduct a student survey.

b) The Minister may publish the results of student surveys, provided that information is not disclosed that would identify individual students.

20. Invalid Enrolments (IE)

a) Upon request from the Minister, the Provider shall provide evidence to prove student participation in each Enrolment for which funding was claimed.

b) Proof of student participation shall meet the standards contained in the appropriate *Western Australian VET Enrolment Data Standard* version.

c) Proof of student participation shall be retained for at least twelve months, as required by clause 17.

d) Where student participation cannot be substantiated, the Minister may adjust the funding payable under Schedule 2.

21. Contract Performance Criteria

a) The Minister may use the Contract Performance Criteria – Quality of Training, Access and Participation, Outcomes Achieved, and Contract Management - when deciding whether to extend this Agreement, vary this Agreement, and / or enter into future Agreements with the Provider.

b) In assessing 'Quality of Training', the Minister may consider the following factors:

i the outcomes of monitoring visits;

ii feedback from student surveys;

iii for delivery to Apprentices and Trainees, feedback from employer surveys;

iv compliance with the AQTF;

v compliance with relevant policies issued by the Minister; and

vi complaints received from the Provider's students.

c) In assessing 'Access and Participation', the Minister may consider the following factors:

i the proportion of students from equity target groups relative to the proportion these groups represent in the general population; and

ii the profile of enrolments by students from equity target groups across industry groups, qualification levels and employment and institutional based pathways.

d) Equity target groups may be identified by the Minister from time to time and include students from the following groups:

i Indigenous students;

ii Students with a disability;

iii Youth (15 to 19 years);

iv Mature age students (over 45 years)

v Students of diverse cultural and linguistic background; and

vi Women

e) In assessing 'Outcomes Achieved', the Minister may consider the following factors:

i the proportion of students successfully completing each Unit of Competency;

ii the proportion of students successfully completing qualifications at certificate III or above;

iii the proportion of students progressing to further study or employment; and

iv the proportion of students achieving a qualification.

These outcomes will be assessed for the student population as a whole, and for targeted access groups within that population.

f) In assessing 'Contract Management', the Minister may consider the following factors:

i the timeliness of reporting by the Provider including the resulting of all enrolments within seven (7) weeks of the expiry of the enrolment activity end date;

ii the maximization of response rates in reporting, to properly allocate students to correct access and participation groups;

iii proportion of claims for payment with errors identified;

iv proportion of Invalid Enrolments (IE) identified;

v the actual level of training delivery compared to the contracted level of training delivery described in Schedule 1;

vi the actual level of training delivery compared to the benchmarks for priority areas of delivery stated in Schedule 1; and

vii the timeliness with which contractual documents are returned to the Minister.

SECTION VI FINANCIAL MATTERS

22. Alternative funding

a) The Provider confirms that, other than the funds provided in this Agreement, it has not received funding for the delivery to be reported under this Agreement.

b) The Provider shall notify the Minister within fourteen days if it secures funding (either in full or in part) for the delivery to be reported under this Agreement.

c) Upon receiving this notification, the Minister may change the amount payable to the Provider under Schedule 2.

23. Taxes

a) The funding in this Agreement is exclusive of GST.

b) In the event that GST is payable on services provided under this Agreement, the GST will be paid by the Minister upon presentation of a valid Tax Invoice.

c) All other taxes, duties and charges shall be paid by the Provider.

SECTION VII ADMINISTRATION OF THIS AGREEMENT

24. Applicable Law

This Agreement is governed by the law of Western Australia.

25. Variations

a) This Agreement may be varied at any time by a signed written agreement between the Minister and the Provider.

b) In deciding whether to agree to a proposed variation, the Minister will have regard to the Contract Performance Criteria described in clause 21.

26. Severability

Where any part of this Agreement is not enforceable (for whatever reason), it does not form part of the Agreement. All other parts of the Agreement will remain in full force.

27. Waiver

a) A waiver of a party's rights under this Agreement must be in writing and signed by that party.

b) A waiver by a party shall not affect that party's rights in respect of any subsequent breach of the Agreement.

28. Entire Contract

The contract between the Minister and the Provider is contained in this Agreement. No other written or verbal arrangement between the parties will be read into this Agreement.

29. Compliance with Law

In carrying out its duties under this Agreement, the Provider must comply with all applicable laws including the *Working With Children (Criminal Record Checking) Act 2004*.

30. Special Terms and Conditions

Special terms and conditions that apply to this Agreement are stated in Table 8.

31. Notices

a) Notices associated with this Agreement must be in writing and delivered to the following addresses:

i To the Minister

Director
Training Resource Allocation
Western Australian Department of Education and Training
Level 2, 151 Royal Street
EAST PERTH WA 6004
fax: (08) 9264 4281

ii To the Provider

Managing Director
Central TAFE
25 Aberdeen Street
PERTH WA 6000

b) Either party may change its contact details by providing a notice in writing to the other party.

c) A notice will be considered to have been received:

i two days after being placed in the mail with postage paid;

ii if the notice is being served personally, at the time that the notice was presented;

iii if the notice is being transmitted by fax, at the time that the whole notice has been transmitted from the sending machine and the answer back of the receiving machine has been received; and

iv if the notice is being transmitted by email, one hour after the correctly addressed email was sent.

32. Signatories to this Agreement

Signed on behalf of the Minister for Training by

SIMON WALKER

EXECUTIVE DIRECTOR

PLANNING AND RESOURCES

DEPARTMENT OF EDUCATION AND TRAINING

Acting under delegated authority pursuant to Section 10 of the *Vocational Education and Training Act 1996* in the presence of

Witnessed by: *(Sign)* **Name:** *(Please Print)* **Office**

The Common seal of Central TAFE was affixed to this document in the presence of

Chair/Deputy Chair of the College Council
Date

Witnessed by member: *(Sign)* **Name:** *(Please Print)*

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE

1. This Schedule describes the College Training Profile as per Section 42 of the *Vocational Education and Training Act 1996 (WA)*.

2. This Agreement, so far as it relates to the College Training Profile, constitutes a Resource Agreement as per Section 5 of the *Vocational Education and Training Act 1996 (WA)*.

3. The College Training Profile shall be treated as separate from other Training Services detailed in this Agreement.

4. The College Profile Matrix in Table 1 sets out the delivery targets (expressed in Student Curriculum Hours) for each combination of Industry Group and VET Level.

5. The College Training Profile is also presented as a Skills Shortage Matrix in Table 9 which identifies for each Industry Group the delivery targets for:

   - Employment based training;
   - Skills Shortage Institutional training; and
   - General Institutional training.

6. Activity benchmarks relating to the following State and Commonwealth priorities are stated in Table 10. The Minister may use these benchmarks as Contract Performance Criteria for the purpose of clause 21:

   - Employment Based Training commencements;
   - Skills Shortage Institutional training;
   - training places for people with a disability;
   - training places in regional and remote locations for Indigenous Australians;
   - participation by Indigenous Australians at Certificate III level or higher;
   - training places for 15 to 19 years old students; and
   - training at certificate IV and above.

7. The permissible levels of VET for government schools, VET for non-government schools, prisons delivery and delivery in certificate I and below courses are set out in Table 2. The delivery of VET for government schools and non-government schools will be in accordance with the protocol set out in Schedule 4.

8. The delivery of School Based Traineeships and Apprenticeships will be in accordance with the protocol set out in Schedule 5.

9. The delivery of the School Apprenticeship Link program will be in accordance with the protocol set out in Schedule 6.

10. Training services for Recognition of Prior Learning will be delivered and funded in accordance with the policy set out in Schedule 7.

11. Unless prior approval is given by the Minister, the Provider must offer all Apprenticeship programs that it has offered in previous years.

12. The Module Load Completion Rate (MLCR) Matrix is contained in Table 3. The Minister may use the MLCR as a Contract Performance Criteria for the purpose of clause 21. The method of calculating MLCR is defined in the 2009 – 2011 College Planning Guidelines.

13. The delivery of training to prisoners will be in accordance with the protocol set out in Schedule 8.

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE

1. Funding

a) Table 4 details the funding to be provided by the Minister for the delivery of the College Training Profile.

b) The basis of funding Advance Skill Lecturer, Principal Lecturer and Salary Maintenance staff is listed in Table 5.

c) No funding will be provided by the Department of Treasury and Finance to cover the cost of the 27th pay that will occur in 2015. Providers should ensure that appropriate provision is made in the preceding years to cover the cost of the additional pay when it falls due.

2. Payment schedule

a) Subject to the Provider meeting all of the terms in this Agreement, the Minister will pay the Provider in fortnightly disbursements in accordance with a schedule issued by the Minister.

b) The Provider's refund liability will be determined in the second quarter of 2010.

c) If a refund is payable, the Provider will pay the refund by the date stated on an invoice supplied by the Minister.

3. Refund

a) Where the Provider fails to meet the targets in Schedule 1, a refund will be payable to the Minister. In specific circumstances detailed below a credit may be payable to the Provider. The Total Refund is calculated as follows:

Total Refund	=	Refund for EBT, Skills Shortage Institutional and General Institutional
	Plus or Minus	Additional Items Refund or Credit
	Plus or Minus	Fees Refund or Credit
	Minus	EBT Credit
	Minus	Skills Shortage Credit

The Provider is not eligible for additional funding where the EBT and Skills Shortage Credits are greater than the other refund items payable by the Provider.

The following clauses explain the components of the refund calculation.

b) The refund will be calculated separately for each of the following categories of delivery:

- EBT;
- Skills Shortage Institutional (SSI); and
- General Institutional (GI).

The Skills Shortage Matrix (Table 9) defines the **Target SCH** for each of these categories of delivery.

c) The refund for EBT, SSI and GI is calculated as follows:

i **Reported SCH** is sourced from the Provider's final enrolment statistics data submission on an end of study basis. This is determined from the AVETMISS data collection in accordance with the following criteria:

- Fund source Id – State = 10;
- Enrolment category Id = C or S;
- Outcome identifier not 53, 54, 60 or 70; and
- Enrolment activity end date between 1 January 2009 and 31 December 2009;

ii **Validated SCH** are determined by reducing Reported SCH by that portion of the Provider's Invalid Enrolment (IE) rate in excess of three percent;

iii **Funded SCH** are determined by reducing Validated SCH for any delivery that exceeds the agreed tolerances for profile management (see below);

iv **Shortfall SCH** is determined by subtracting Funded SCH from Target SCH; and

v A **Shortfall Refund** is calculated for each category of delivery as: **Shortfall SCH x Unit cost.**

d) The Unit Cost for EBT delivery and IBT delivery is stated in Table 4.

e) Funded SCH for EBT is calculated by assessing the Provider's total Validated SCH for EBT against the Provider's total Target SCH for EBT. The following rules apply to the calculation of Funded SCH for EBT delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for EBT delivery above the Target SCH will create an **EBT Credit** calculated on the Unit Cost for Employment Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

f) Funded SCH for Skills Shortage Institutional is calculated by assessing the Provider's total Validated SCH for Skills Shortage Institutional against

the Provider's total Target SCH for Skills Shortage Institutional. The following rules apply to the calculation of Funded SCH for Skills Shortage Institutional delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for Skills Shortage Institutional delivery above the Target SCH will create a **Skills Shortage Credit** calculated on the Unit Cost for Institutional Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

g) Funded SCH for General Institutional is calculated by assessing the Provider's Validated SCH for General Institutional in each Industry Group against the Target SCH for General Institutional.

h) The following General Institutional SCH are excluded from Funded SCH for General Institutional:

i Any Validated SCH above 500 SCH for an Industry Group which contains no Institutional target;

ii Any Validated SCH above the target for General Institutional training in an Industry Group that is subject to a 'hard' ceiling as set out in Table 6;

iii Any Validated SCH above the target for General Institutional training in certificate I and below courses as set out in Table 2; and

iv Any Validated SCH in Industry Groups without a 'hard' ceiling, where delivery exceeds the target for General Institutional by more than 20,000 SCH.

i) An **Additional Items Refund** is calculated on each of the following:

i VET for government schools IBT delivery above the level stated in Table 2;

ii VET for non-government schools IBT delivery above the level stated in Table 2;

iii VET for government or non-government school students IBT delivery in courses and qualifications excluded from this delivery under the protocol in Schedule 4;

iv IBT delivery to prisoners above the level stated in Table 2;

v Funding provided for GROH housing in excess of actual expenditure acquitted by the Provider; and

vi Funding provided for specific projects in excess of actual expenditure acquitted by the Provider.

j) An adjustment is made to the Additional Items Refund to ensure that this refund is not calculated on SCH that has been excluded from Funded SCH under sub clause 3 h).

k) The Additional Items Refund may include funds provided for maintenance, minor works, equipment and the Technology Infrastructure Replacement Strategy in excess of the actual expenditure acquitted by the Provider against approved expenditures;

l) An Additional Items Credit will apply if funding provided for GROH housing is less than actual expenditure acquitted by the Provider.

m) A Fees Refund is calculated as the funding for resource fees associated with delivery to school students in excess of the funding justified against the SCH delivered in accordance with this Agreement.

n) A Fees Credit will apply if the funding for resource fees associated with delivery to school students is less than the funding justified against the SCH delivered in accordance with this Agreement.

o) A Refund will be calculated for Certificate IV and above traineeship training for students registered as Productivity Places Existing Worker Trainees on the Training Record System. The Refund will be calculated by comparing the profile funding for this delivery with the Claimable Funding calculated as follows:

   i Validated SCH for each Industry Group is multiplied by the relevant funding rate (as issued by the Minister) for Productivity Places Existing Worker Traineeship training to determine Claimable Funds; and

   ii An Additional Items Refund is calculated as the profile funding that is in excess of the Claimable Funds.

SCHEDULE 3 REPORTING REQUIREMENTS

On the following dates, the Provider will supply the Minister with data files that meet the requirements of the current version of the *Western Australian VET Enrolment Data Standard.*

College Training Profile Reporting Requirements

2009		
Date	**Status**	**Files Required**
16 January 2009	Preliminary reporting point for full year 2008 collection	Full set of validated NAT files (NAT00010 – NAT00130)
20 February 2009	Final formal reporting point (full year 2008) including all module outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)
17 April 2009	First Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
7 August 2009	Second Monitoring Point (Mid-Year) for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
6 November 2009	Third Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
2010		
15 January 2010	Preliminary Reporting Point for full year 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
19 February 2010	Final formal reporting point for 2009 including all outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)

When submitting these files, the Provider will confirm in writing that all records are accurate.

Where the Provider uses the College Management Information System (CMIS), they shall be entitled to the same set of services as currently provided to all providers in the TAFE**WA** College Network.

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS

The aim of this protocol is to ensure the most efficient and effective use of public resources in the implementation of the VET in schools initiative. The Refund provisions in Schedule 2 identify the circumstances where a refund is payable for a breach of this protocol.

VET in Schools programs allow students studying towards the Western Australian Certificate of Education to gain a partial or complete VET qualification. Profile funded VET in schools is a targeted program that aims to enhance existing VET in Schools delivery by providing:

- a pathway to higher level qualifications;
- training that is not within the scope of registration of an RTO school; and/or
- access to equipment and expertise not available in the school context.

Profile funded VET in schools is available for both government and non-government schools subject to the following conditions:

VET in government schools

Profile funding for VET in government schools is subject to the following conditions:

a) the students must be enrolled at a government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training effort is consistent with:
- the strategic priorities as outlined in the State Training Profile; and
- Education District planning priorities;

g) VET in government schools is not to include delivery in courses or qualifications classified in the industry groups 19A to 19E. However, delivery in the following qualifications is permitted:
- Certificate of Applied Vocational Study Skills (CAVSS) provided the delivery is in accordance with the CAVSS Protocol; and
- Certificate I in Leadership Development;

h) VET in government schools is not to include delivery at certificate I in the following industry groups;

16A Accounting and Other Business Services;
16C Office and Clerical; and
17A Computing.

VET in non-government schools

Profile funding for VET in non-government schools is subject to the following conditions:

a) the students must be enrolled at a non-government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in non-government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training delivery is in accordance with a plan of courses or qualifications submitted by the Provider and approved by the Minister. The training is to relate to skills shortage areas.

Reporting VET in schools

Note that delivery within the following categories is not included in the ceiling on VET in government and non-government schools:

- School Based Apprenticeships and Traineeships (SBA and SBT);
- School Apprenticeship Link (SAL) delivery; and
- delivery to a student enrolled under a Notice of Arrangement is not VET in Schools because the student has "left" school.

Profile funded VET in schools delivery should be included in the Provider's profile funded training and reported via AVETMISS and student enrolments must be flagged as VET in Schools enrolments as follows:

Type of Student:	VET for Schools
Training type:	O
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	Yes

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

No fees or charges, including resource, tuition and enrolment fees are to be applied to students enrolled in profile funded VET in Schools (Refer to the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*).

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS

School-based Apprenticeships and Traineeships provide an opportunity for full time secondary students enrolled in school to begin preparing themselves for a career. They allow students studying towards the Western Australian Certificate of Education to gain a nationally recognised vocational education and training qualification.

Public funding for School-based Apprenticeships and Traineeships training:

- may be utilised for the component of training delivered and assessed by the Provider;
- is available to students enrolled in both government and non-government schools;
- is to be achieved within the overall bottom line employment based delivery targets established for the Provider; and
- must be in accordance with the Guidelines and Working Principles for School-based Apprenticeships and Traineeships in Western Australia and the Apprenticeship and Traineeship Policy Guidelines.

School-based Apprenticeship and Traineeship delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be coded as follows:

Type of Student:	School based apprenticeship
Training type:	A
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

Type of Student:	School based traineeship
Training type:	T
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

** Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource, tuition and enrolment fees, are to be applied to students enrolling in School Based Apprenticeships and Traineeships.

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK

The School Apprenticeship Link (SAL) program supports the achievement of the Government's targets for employment based training and school retention. The approach is aimed at increasing young people's participation in education, employment and training and in particular in achieving a successful transition from school to an apprenticeship.

SAL is a school-based transition program delivered by a RTO and available for students in Years 11 and 12. There are two SAL options in various trades; a two semester family of trades program and a three semester trade specific pre-apprenticeship.

The SAL Family of Trades model allows students to experience a range of trades within an industry to assist them in making an informed choice when selecting their apprenticeship.

The SAL Pre-Apprenticeship model accommodates students who are clear on the trade they want to undertake and provides for direct credit on entry into an apprenticeship. SAL Pre-Apprenticeships are identical to mainstream pre-apprenticeships.

SAL placements funded at each college are determined by the Department. The Department allocates funded places for both Government and non-Government schools. Providers must seek approval from the Department for any change in the number of SAL places.

Profile funded SAL delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be codes as follows:

Type of Student:	School apprenticeship link
Course	Appropriate SAL qualification
Training type:	P
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource and course fees are to be applied to students enrolled in profile funded SAL programs.

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING

This policy applies to all publicly funded RPL assessments.

Policy:

1. The Minister will fund the student curriculum hours (SCH) associated with RPL assessments at the same rate as other forms of training delivery.
2. Excessive reporting of Unsuccessful RPL will be monitored and, if necessary, funding constraints may be applied to future Delivery and Performance Agreements.
3. The SCH associated with the RPL assessments for any one client each semester should not exceed the SCH required for a full qualification. RPL reported for each client will be monitored and funding constraints may be applied to future Delivery and Performance Agreements where excessive RPL has been reported for a client.
4. Fee for Service arrangements should be established where the aim of a RPL process is to:
   a) prepare school teachers to deliver VET qualifications; or
   b) assess the competencies of a government employee, where those competencies form part of the government agency's conditions of employment, or are a requirement for promotion.

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY

In support of the National Strategy for Vocational Education and Training for Adult Prisoners and Offenders in Australia, the Department of Corrective Services (DCS) and the Department of Education and Training, in liaison with Providers, are developing a joint planning process and standard protocols for prison based delivery. The aim is to establish a framework for the provision of high standard vocational education and training for offenders in WA prisons.

As an initial step in the on-going process of developing cooperative working arrangements between Providers and the DCS, the following protocols will apply in 2009:

- The Provider will develop planned prison delivery in consultation with DCS;
- The Provider will work with DCS in the development of mutually agreed business rules for delivery in a prison. Once agreed, these business rules will form the basis of a memorandum of understanding between the Provider and DCS;
- The Provider will keep DCS informed of the actual delivery through regular reports and meetings; and
- The Provider gives permission for the Department releasing information to DCS on the Provider's actual and planned delivery across all years associated with prisoners. Such information is not to include individual student information.

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT

This protocol provides a basis for the use and evaluation of professional development (PD) funded through the STQC program. STQC funded PD activities must be additional to core PD activities.

The Minister will provide the STQC funding as identified in Table 4, subject to the submission of an acceptable PD Plan. The provider will be required to repay any STQC funds that have not been spent on approved PD activities.

The purpose of these guidelines is:

- To provide information on the requirements and content of the annual PD Plan and report to be submitted to the VET Programs and Development Branch of the Department for STQC funded PD activities.
- To ensure there is a strong focus on teaching, learning and assessment of lecturers, it will be necessary to develop strategies for the maximum number of practitioners to benefit from the funding recognising that there is a mutual responsibility for colleges to provide opportunities for PD.
- To ensure there is clear evidence in the reporting process that learning and development activities are producing measurable improvements in the quality of teaching, learning and assessment in TAFEWA

Requirements

The Provider shall develop, submit and implement an annual PD Plan that;

- aligns with STQC's key directions for the current calendar year. These directions will be supplied by the VET Programs and Development Branch of the Department.
- demonstrates how STQC funding is providing PD opportunities over and above existing and on-going PD.
- Clearly identifies:
    - programs/initiatives/projects/courses funded by STQC which will take place
    - how PD activities will be organised
    - how the success of the activities will be monitored and measured with evidence of improved teaching, learning and assessment practices.

The Provider shall submit an annual report for the calendar year that includes;

- details of the programs/ initiatives/projects/ courses funded by STQC with a demonstration of how this funding provided PD support over and above on-going PD
- an evaluation, including performance indicators, of the effectiveness of the STQC funding support, and if appropriate a rationale for adjustments to original plan
- an acquittal statement of how the funds have been allocated, signed by the Managing Director, showing funds expended on the program in the annual PD Plan.

TIMELINE

Submit PD Plan	Last Friday in February
Submit annual report	First Friday in December

SCHEDULE 10 SPECIAL TRAINING PROGRAM FOR STUDENTS WITH A DISABILITY

Since 1 January 2007, the Provider agreed to takeover the training previously delivered by the Industry I RTO.

In 2009 the Provider will deliver 15 000 SCH of training to approximately 25 students with a disability. The program will be delivered at both Shenton Park Rehabilitation complex and at the Provider's premises.

The program will include training in art and information technology.

The Provider will be funded $262 500 to undertake the delivery of 15 000 SCH.

The Provider will report all training delivered through the program under fund source code 12 (CMIS fund source code Q) with a contract id of IND09.

SCHEDULE 11 HIGER LEVEL QUALIFICATIONS PILOT FOR ENGINEERING TRAINEESHIPS

The aim of this Project is to work with the Water Corporation to develop a training model for a Diploma level traineeship in the Diploma of Engineering (Civil/Structural) for the implementation of an innovative Higher Level Qualification Pilot (HLQ Pilot).

Funding of $50,000 will be paid to the Provider for the employment of a Project Officer to work with the associated stakeholders in the HLQ Pilot to develop a suitable training model for delivery through a traineeship pathway.

The Project will be in two phases:

- Phase 1 for the development of the training model is to be completed by end of September 2009 to enable Water Corporation to recruit regional trainees for the training program commencing in 2010; and
- Phase 2 will focus on the piloting of the delivery of the new program.

Scope of the Project

- Develop a model for the delivery of the Diploma of Engineering (Civil/Structural) as a traineeship:
    - Work with Water Corporation to identify projects and work activities for the elements of the course which can be best delivered and assessed in the workplace;
    - Meet the needs of Water Corporation to cater to two sets of trainees – metropolitan based (up to 20 trainees) and regionally based (up to 12 trainees across 5 major centres);
    - Customize the Diploma to incorporate skill-sets particularly those required by Water Corporation eg sustainability;
    - Redevelop the component of training delivered off the job to reinforce the learning that occurs in the workplace; and
    - Develop a learning and assessment strategy, which meets stakeholder requirements, for the delivery of the appropriate training program for the regional trainees in 2010.
- The project will include a focus on the provision of appropriate support to lecturers to facilitate a shift from the present classroom based delivery to workbased delivery.
- While the major focus of the project will be to work with the Water Corporation on the Diploma of Engineering, the training model developed will be applied to other engineering programs being delivered in work based pathways.

Reporting

The Provider is to submit a report to the Department by 31st March 2010. The report is to:

- address the issues contained in the scope of the Project;
- make recommendations for future action; and
- include an acquittal statement of the Project funds.

The Provider may be required to pay a refund of Project funds that have not been fully expended for the approved purpose.

Table 1: College Profile Matrix (All Delivery)

	Industry Group	*Apprentices and trainees*	*Certificate I and II*	*Certificate III and IV*	*Diploma+*	*Total*
01A	Recreation Sports and Entertainment	5,095	22,695	144,480	0	**172,270**
01B	Visual and Performing Arts	3,210	19,247	350,631	158,112	**531,200**
01C	Design	7,776	0	198,118	143,990	**349,884**
02A	Automotive	2,200	0	0	0	**2,200**
03A	Building and Constructions	0	3,240	70,200	64,800	**138,240**
03B	Surveying and Building	6,400	13,260	121,158	285,583	**426,401**
04A	Community Service Workers	6,920	1,375	215,760	48,575	**272,630**
04B	Education and Childcare	10,000	0	194,504	54,200	**258,704**
04C	Health	25,528	1,000	183,433	209,391	**419,352**
04D	Library Workers	7,930	0	21,000	63,474	**92,404**
05A	Finance Insurance Property Service Workers	10,500	0	47,727	57,310	**115,537**
06A	Food Trades and Processing	0	0	0	0	**0**
07A	Clothing Footwear and Soft Furnishings	0	0	0	27,360	**27,360**
07B	Furniture Manufacture	0	0	0	0	**0**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	17,824	0	108,115	54,504	**180,443**
09A	Engineering and Drafting	17,000	0	77,600	262,320	**356,920**
09B	Metal and Mining	4,120	10,690	79,314	106,368	**200,492**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	0	0	0	0	**0**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	0	5,110	0	0	**5,110**
11A	Process Manufacturing	20,000	0	0	0	**20,000**
12A	Personal Service	17,148	17,290	55,562	0	**90,000**
12B	Retail	1,300	1,160	9,100	0	**11,560**
13A	Cooking	0	0	0	0	**0**
13B	Hospitality	0	480	0	0	**480**
13C	Tourism	4,285	7,500	19,306	159,327	**190,418**
13D	Travel agents	22,319	0	63,820	0	**86,139**
14A	Transport Trades, Storage and Associated	0	0	0	0	**0**
15A	Electrical and Electronic Engineering	0	3,024	37,680	84,960	**125,664**
15B	Electrical Trades	0	0	9,000	0	**9,000**
16A	Accounting and Other Business Services	4,900	0	237,955	95,920	**338,775**
16B	Management	8,400	0	70,900	67,100	**146,400**
16C	Office and Clerical	53,100	43,544	97,456	7,300	**201,400**
17A	Computing	8,125	0	153,310	60,826	**222,261**
18A	Science and Technical Workers	5,920	9,480	57,580	77,530	**150,510**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	202,440	264,480	0	**466,920**
19C	Languages	0	95,734	87,210	24,650	**207,594**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	122,280	0	0	**122,280**
	Total	**270,000**	**579,549**	**2,975,399**	**2,113,600**	**5,938,548**

College Profile Matrix (Metropolitan)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	5,095	22,695	144,480	0	**172,270**
01B	Visual and Performing Arts	3,210	19,247	350,631	158,112	**531,200**
01C	Design	7,776	0	198,118	143,990	**349,884**
02A	Automotive	2,200	0	0	0	**2,200**
03A	Building and Constructions	0	3,240	70,200	64,800	**138,240**
03B	Surveying and Building	6,400	13,260	121,158	285,583	**426,401**
04A	Community Service Workers	6,920	1,375	215,760	48,575	**272,630**
04B	Education and Childcare	10,000	0	194,504	54,200	**258,704**
04C	Health	25,528	1,000	183,433	209,391	**419,352**
04D	Library Workers	7,930	0	21,000	63,474	**92,404**
05A	Finance Insurance Property Service Workers	10,500	0	47,727	57,310	**115,537**
06A	Food Trades and Processing	0	0	0	0	**0**
07A	Clothing Footwear and Soft Furnishings	0	0	0	27,360	**27,360**
07B	Furniture Manufacture	0	0	0	0	**0**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	17,824	0	108,115	54,504	**180,443**
09A	Engineering and Drafting	17,000	0	77,600	262,320	**356,920**
09B	Metal and Mining	4,120	10,690	79,314	106,368	**200,492**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	0	0	0	0	**0**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	0	5,110	0	0	**5,110**
11A	Process Manufacturing	20,000	0	0	0	**20,000**
12A	Personal Service	17,148	17,290	55,562	0	**90,000**
12B	Retail	1,300	1,160	9,100	0	**11,560**
13A	Cooking	0	0	0	0	**0**
13B	Hospitality	0	480	0	0	**480**
13C	Tourism	4,285	7,500	19,306	159,327	**190,418**
13D	Travel agents	22,319	0	63,820	0	**86,139**
14A	Transport Trades, Storage and Associated	0	0	0	0	**0**
15A	Electrical and Electronic Engineering	0	3,024	37,680	84,960	**125,664**
15B	Electrical Trades	0	0	9,000	0	**9,000**
16A	Accounting and Other Business Services	4,900	0	237,955	95,920	**338,775**
16B	Management	8,400	0	70,900	67,100	**146,400**
16C	Office and Clerical	53,100	43,544	97,456	7,300	**201,400**
17A	Computing	8,125	0	153,310	60,826	**222,261**
18A	Science and Technical Workers	5,920	9,480	57,580	77,530	**150,510**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	202,440	264,480	0	**466,920**
19C	Languages	0	95,734	87,210	24,650	**207,594**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	122,280	0	0	**122,280**
	Total	**270,000**	**579,549**	**2,975,399**	**2,113,600**	**5,938,548**

Table 2: Training Delivery Ceilings

	SCH
Ceiling for profile-funded VET for Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**130,000**
Ceiling for profile-funded VET for Non Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**5,000**
Ceiling for profile-funded Institutional delivery in prisons Delivery must be recorded against a prison training provider location (campus) code.	**0**
Ceiling for profile-funded Institutional delivery in certificate I and below courses Certificate I and below is defined as delivery against qualifications/courses with ASCED level of Education Id greater than or equal to 524.	**251,565**

Table 3: MLCR Matrix (2007 Benchmark Data)

Industry Group		MLCR State Average	MLCR College Actual	
01A	Recreation Sports and Entertainment	79%	74%	
01B	Visual and Performing Arts	78%	75%	
01C	Design	70%	69%	
02A	Automotive	91%	100%	
03A	Building and Constructions	88%	86%	
03B	Surveying and Building	67%	65%	
04A	Community Service Workers	79%	81%	
04B	Education and Childcare	75%	74%	
04C	Health	79%	76%	
04D	Library Workers	84%	84%	
05A	Finance Insurance Property Service Workers	77%	69%	
06A	Food Trades and Processing	89%	0%	
07A	Clothing Footwear and Soft Furnishings	75%	73%	
07B	Furniture Manufacture	80%	0%	
08A	Communications	0%	0%	
08B	Printing & Publishing	82%	81%	
09A	Engineering and Drafting	71%	57%	+
09B	Metal and Mining	87%	71%	+
10A	Animal Care	77%	0%	
10B	Forestry, Farming and Landcare	84%	0%	
10C	Fishing	81%	0%	
10D	Horticulture	81%	78%	
11A	Process Manufacturing	96%	96%	
12A	Personal Service	82%	76%	
12B	Retail	76%	67%	
13A	Cooking	78%	0%	
13B	Hospitality	77%	0%	
13C	Tourism	77%	74%	
13D	Travel agents	70%	71%	
14A	Transport Trades, Storage and Associated	88%	0%	
15A	Electrical and Electronic Engineering	62%	54%	+
15B	Electrical Trades	88%	81%	
16A	Accounting and Other Business Services	67%	65%	
16B	Management	66%	64%	
16C	Office and Clerical	68%	64%	
17A	Computing	59%	58%	+
18A	Science and Technical Workers	79%	65%	
19A	ACE	0%	0%	
19B	Adult Literacy/ESL	46%	37%	+
19C	Languages	73%	72%	
19D	Miscellaneous	39%	0%	
19E	Targetted Access and Participation Courses	70%	88%	

Table 4: Funding for College Training Profile

Student Curriculum Hours (SCH)	5,938,548
Teaching Hours (TH)	382,598
Marginal Unit cost (for use in refund calculation)	
Employment Based Training	$7.40
Institutional Based Training	$6.67
Lecturing Staff	
Salaries Funding	$30,944,400
Remote / Regional Loadings	$0
Total Funding for Lecturing Staff	**$30,944,400**
Academic Support Staff	
Salaries Funding	$2,083,388
Remote / Regional Loadings	$0
Total Funding for Academic Support Staff	**$2,083,388**
Program Management Staff	
Salaries Funding	$2,812,671
Remote / Regional Loadings	$0
Total Funding for Program Management	**$2,812,671**
Non-teaching Staff	
Step 1	$1,344,800
Step 2	$6,739,200
Step 3	$3,088,107
Remote / Regional Loadings	$0
Total Funding for Non-Teaching Staff	**$11,172,107**

Consumables

Consumables	$1,297,943
Remote / Regional Loadings	$0
Total Funding for Consumables	**$1,297,943**

Fixed, Indirect and Semi-variable Costs

Fixed Costs	$6,258,817
Indirect Costs	$146,670
Fixed Component of Semi-variable costs	$718,362
Variable Component of Semi-variable costs	$512,996
Lease costs	$860,022
Capped costs	$342,171
Total Funding for Fixed, Indirect and Semi-Variable Costs	**$8,839,037**

Capital-related items

Minor Works	$286,418
Equipment	$1,605,778
Maintenance	$1,629,721
Total Funding for Capital-related Items	**$3,521,917**

Community Service Obligations and Additional Items

Support for Students with Disabilities	$721,926
Technology Infrastructure Replacement Strategy	$1,107,500
Once-Off Funding for Special Projects	$312,500
AQTF Systems Development and Implementation	$272,621
Compaction of salary grades	$261,873
Department's Contribution to Lease Cost of Apple Mac Computers	$201,710
State Training Quality Committee Funding	$177,260
Duty of Care Funding Allocation	$164,581
"Gap" funding for training delivery in Fremantle	$151,558
Additional FTE Funding	$130,488
KT Studios - Salary (including 15.09% on cost)	$121,166
Indigenous Funding	$113,575
Thin Market Loading for Apprenticeships	$85,067
KT Studios - non salary cost	$70,338
School Student Resource Fees	$55,111
Project Supervision and Management	$45,000
Trade Lecturer Salary Funding in Specific Skill Shortage Areas	$6,490
Shared Services Savings in Advertising due to web-based job advertising	-$25,000
Shared Services Efficiencies - Non Salary Items	-$230,651
Shared Services Efficiencies - Salary	-$270,077
Shared Services Efficiencies - phase 1 (Savings from Existing and New Common Use Contracts)	-$301,553
Budget adjustment - travel, advertising and consultants	-$371,455
Shared Services Efficiencies - phase 2 (Savings from Existing and New Common Use Contracts)	-$385,714
Retention Funding Adjustment	-$605,519
Efficiency Dividend	-$890,115
Total Funding for CSOs and Additional Items	**$918,680**

LESS Tuition Fee Revenue **-$5,012,135**

TOTAL FUNDING	**$56,578,010**

Table 5: Funded ASL, Principal Lecturer and Salary Maintenance positions

Lecturer Type	Name	Funding	FTE	Salary
ASL1	Profile proportion of Lecturers Certified Agreement quota		72.90	$5,144,261
Funding (incl on-cost @ 13.84%)		**$5,856,227**	**72.90**	
ASL2	Profile proportion of Lecturers Certified Agreement quota		36.40	$2,653,633
Funding (incl on-cost @ 13.84%)		**$3,020,896**	**36.40**	
PL	Profile proportion of Lecturers Certified Agreement quota		11.20	$851,413
Funding (incl on-cost @ 13.84%)		**$969,248**	**11.20**	
SM	Armstrong, Drew A		1.00	$70,566
SM	Barrett, Digby 1		1.00	$70,566
SM	Bishop, Toni A		1.00	$70,566
SM	Boeing, Kari W		0.52	$36,694
SM	Booker, William A		1.00	$70,566
SM	Brackenreg, Gavin F		1.00	$70,566
SM	Chiang, Laurence C T		0.25	$17,642
SM	Colcutt, Robert B		1.00	$70,566
SM	Cooper, Dominic		1.00	$70,566
SM	D' Orsogna, Marie C		1.00	$70,566
SM	England, Mark G		1.00	$70,566
SM	Gibbs, Phillip A		1.00	$70,566
SM	Hayes Margaret		1.00	$70,566
SM	Hollis, Nail R		0.70	$49,396
SM	Jayasekere, Don S R		1.00	$70,566
SM	Jelly, Eugenie A		1.00	$70,566
SM	King, Rodney W		1.00	$70,566
SM	Kotai Bela		1.00	$70,566
SM	Kozyrski, Leon J		1.00	$70,566
SM	Lennox, Robert		1.00	$70,566
SM	Milledge, Leonard A		1.00	$70,566
SM	Pablo, Richard R		1.00	$70,566

SM	Phillips, Robin AA		1.00	$70,566
SM	Plewright, Rodney J		1.00	$70,566
SM	Radanovich,Llazar		0.59	$41,634
SM	Teune, Erik		1.00	$70,566
SM	Turpin, David W		1.00	$70,566
SM	West, Alan J		1.00	$70,566
SM	Williams, Jeremy C		1.00	$70,566
Funding (incl on-cost @ 13.84%)		**$2,173,793**	**27.06**	

Total Funding (incl on-cost @ 13.84%) **$12,020,164**

Table 6: Industry Groups subject to Hard Ceilings

Industry Group	
13D	Travel agents
16B	Management
19B	Adult Literacy/ESL
19C	Languages

Table 7: Apprenticeships subject to 'thin markets' loading

Apprenticeship
WATCH AND CLOCK REPAIRING
SCREEN PRINTING STENCIL PREPARATION
JEWELLER
GRAPHIC PRE-PRESS
BINDING AND FINISHING

Table 8: Special Terms and Conditions Under Clause 28

a) Funds provided for the Technology Infrastructure Replacement Strategy are to be used for the purpose approved by the Department. The Provider is to submit an acquittal statement for the expenditure of these funds each year. A refund will be payable or future funding allocations may be reduced where the acquitted expenditure over two years is less than the funding provided.

b) To support Recognition of Prior Learning (RPL) delivery the Provider will:

• Nominate a single contact point for RPL referrals from the Career Development Centre (CDC). Implementation of the 'One-Stop-Shop / Referral Centre' through the CDC will require a single contact point within each Provider to enable a seamless experience for the applicant and a streamlined RPL process for both the Provider and the CDC;

• Offer candidates referred from the CDC an interview within 10 working days of the referral;

• Ensure that correct coding is used to enable all RPL activity to be captured as RPL

• Aim to grow RPL delivery above the level reported in 2008; and

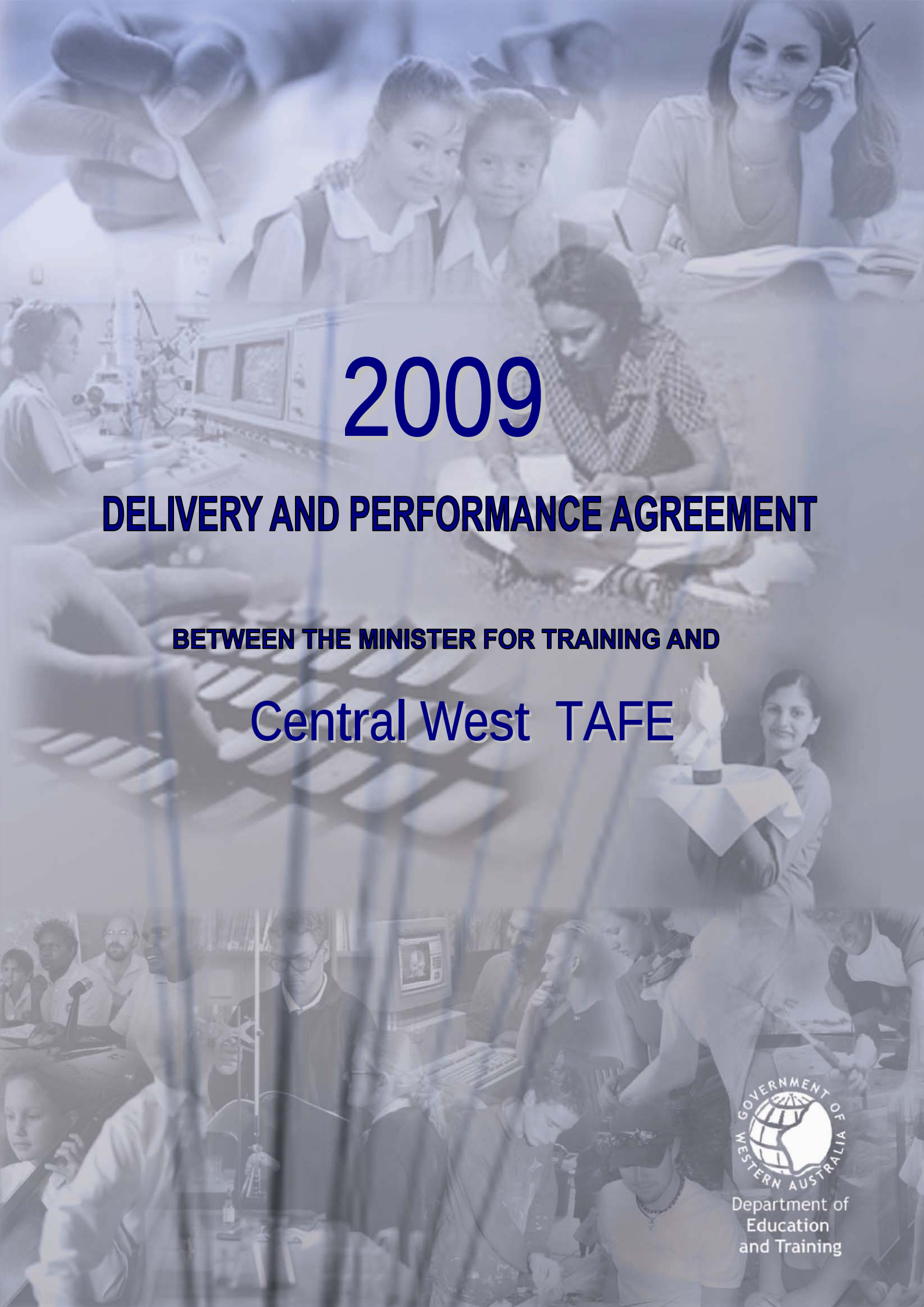
• Increase Scope of Registration for Trade Skills Recognition (TSR).

Table 9: Skill Shortage Matrix

Wadt Group	Apprentices and Trainees	Skill Shortage Institutional	General Institutional	Total SCH
01A Recreation Sports and Entertainment	5,095	22,700	144,475	172,270
01B Visual and Performing Arts	3,210	42,746	485,244	531,200
01C Design	7,776	0	342,108	349,884
02A Automotive	2,200	0	0	2,200
03A Building and Constructions	0	0	138,240	138,240
03B Surveying and Building	6,400	378,683	41,318	426,401
04A Community Service Workers	6,920	121,210	144,500	272,630
04B Education and Childcare	10,000	94,800	153,904	258,704
04C Health	25,528	269,356	124,468	419,352
04D Library Workers	7,930	0	84,474	92,404
05A Finance Insurance Property Service Workers	10,500	47,727	57,310	115,537
06A Food Trades and Processing	0	0	0	0
07A Clothing Footwear and Soft Furnishings	0	0	27,360	27,360
07B Furniture Manufacture	0	0	0	0
08A Communications	0	0	0	0
08B Printing & Publishing	17,824	0	162,619	180,443
09A Engineering and Drafting	17,000	119,600	220,320	356,920
09B Metal and Mining	4,120	16,058	180,314	200,492
10A Animal Care	0	0	0	0
10B Forestry, Farming and Landcare	0	0	0	0
10C Fishing	0	0	0	0
10D Horticulture	0	0	5,110	5,110
11A Process Manufacturing	20,000	0	0	20,000
12A Personal Service	17,148	0	72,852	90,000
12B Retail	1,300	0	10,260	11,560
13A Cooking	0	0	0	0
13B Hospitality	0	0	480	480
13C Tourism	4,285	24,500	161,633	190,418
13D Travel agents	22,319	0	63,820	86,139
14A Transport Trades, Storage and Associated	0	0	0	0
15A Electrical and Electronic Engineering	0	43,200	82,464	125,664
15B Electrical Trades	0	0	9,000	9,000
16A Accounting and Other Business Services	4,900	167,700	166,175	338,775
16B Management	8,400	53,100	84,900	146,400
16C Office and Clerical	53,100	0	148,300	201,400
17A Computing	8,125	98,740	115,396	222,261
18A Science and Technical Workers	5,920	72,660	71,930	150,510
19A ACE	0	0	0	0
19B Adult Literacy/ESL	0	0	466,920	466,920
19C Languages	0	0	207,594	207,594
19D Miscellaneous	0	0	0	0
19E Targetted Access and Participation Courses	0	0	122,280	122,280
Total	270,000	1,572,780	4,095,768	5,938,548

Table 10: Benchmarks for Training in Skill Shortage and Other Priority Areas

	2007 Actual	2009 Planned
Employment-based Training (Benchmark: TRS Commencements)		
TRS Commencements	758	749
Student Curriculum Hours	273,268	270,000
Institutional Skill Shortages (Benchmark: Course Enrolments)		
Course Enrolments*	4,322	5,102
Student Curriculum Hours*	1,332,413	1,572,780
*Note: both years are calculated using the PPP Skill Shortage List		
Indigenous Cert III+		
Course Enrolments	126	128
Indigenous Regional		
Course Enrolments	0	0
Disability		
Course Enrolments	1,782	1,858
15-19		
Course Enrolments	6,244	6,972
Certificate IV and Above		
Course Enrolments	12,548	12,982
Student Curriculum Hours	3,727,865	3,856,920



2009

DELIVERY AND PERFORMANCE AGREEMENT

BETWEEN THE MINISTER FOR TRAINING AND

Central West TAFE

GOVERNMENT OF WESTERN AUSTRALIA

Department of Education and Training

TABLE OF CONTENTS

SECTION I ABOUT THIS AGREEMENT 3

1. PARTIES 3
2. INTERPRETATION 3
3. TERM OF THIS AGREEMENT 5
4. SCOPE 5

SECTION II SUMMARY OF ROLES 7

5. ROLE OF THE MINISTER 7
6. ROLE OF THE PROVIDER 7

SECTION III TRAINING DELIVERY 8

7. STUDENT SERVICE STANDARDS 8
8. TRAINING PACKAGES 8
9. INABILITY TO PROVIDE TRAINING SERVICES 9
10. TRAINING ARRANGEMENTS 9
11. ACCESS AND EQUITY 10
12. CONFIDENTIALITY 10
13. TRANSFER OF APPRENTICES AND TRAINEES 10
14. RECOGNITION OF PRIOR LEARNING 10

SECTION IV PAYMENT 11

15. PAYMENT FOR TRAINING SERVICES 11
16. ADDITIONAL TRAINING SERVICES 11

SECTION V MEASURING PERFORMANCE 12

17. RECORD-KEEPING 12
18. AUDITS AND MONITORING VISITS 12
19. STUDENT SURVEYS 12
20. INVALID ENROLMENTS (IE) 13
21. CONTRACT PERFORMANCE CRITERIA 13

SECTION VI FINANCIAL MATTERS 15

22. ALTERNATIVE FUNDING 15
23. TAXES 15

SECTION VII ADMINISTRATION OF THIS AGREEMENT 16

24. APPLICABLE LAW 16
25. VARIATIONS 16
26. SEVERABILITY 16
27. WAIVER 16
28. ENTIRE CONTRACT 16
29. COMPLIANCE WITH LAW 16
30. SPECIAL TERMS AND CONDITIONS 16
31. NOTICES 17
32. SIGNATORIES TO THIS AGREEMENT 18

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE 19

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE 21

1. FUNDING 21
2. PAYMENT SCHEDULE 21
3. REFUND 21

SCHEDULE 3 REPORTING REQUIREMENTS 25

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS 26

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS 28

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK 30

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING 31

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY 32

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT 33

SCHEDULE 10 PROVISION OF ADVICE ON VOCATIONAL EDUCATION AND TRAINING NEEDS FOR 2010-2012 34

SECTION I ABOUT THIS AGREEMENT

1. Parties

This is an Agreement between the Minister for Training ("the Minister") and Central West TAFE ("the Provider").

2. Interpretation

In this Agreement, unless the context indicates otherwise:

a) headings are for reference only;

b) a reference to a person includes a reference to any corporation or entity that is recognised by law;

c) plural words include the singular and vice versa; and

d) the following terms have specific meanings assigned to them:

"Acquittal Certificate" means a document, issued by the Provider, confirming that both the Minister and the Provider have met all of the terms of this Agreement.

"Agreement" means this document, including any Schedules and Variations.

"Apprentice" means an apprentice or 'industrial trainee' registered in Western Australia in accordance with the *Industrial Training Act* 1975 (WA).

"AQTF" means the Australian Quality Training Framework.

"Credit Transfer" means credit granted to a student for a Unit of Competency achieved through participation in another training program.

"Employment based training" or "EBT" means training delivered to an apprentice or trainee.

"End of Study reporting" means the reporting of module and unit enrolments that end in the collection year and therefore have finalised outcomes.

"Enrolment" means participation with an RTO of a student in learning and/or assessment against a Unit of Competency. A complete definition is available in the WA VET Enrolment Data Standard.

"General Institutional" or "GI" means institutional based training in areas other than Skills Shortage Areas.

"GST" means a tax in the nature of a supply or goods and services tax imposed by the Commonwealth of Australia.

"Industry Group" is a classification, determined by the Minister, of the occupation or outcome that a qualification is intended to serve.

"Institutional based training" or "IBT" means training delivery other than training for an apprentice or trainee.

"Invalid Enrolment" or "IE" refers to an enrolment where the Provider cannot provide proof of student participation as required by the appropriate version of the *Western Australian VET Enrolment Data Standard*.

"Minister" means the Minister for Training, a body corporate as constituted under section 7 of the *Vocational Education and Training Act 1996 (WA).* References to the Minister include a reference to authorised officers of the Western Australian Department of Education and Training.

"Module" means a component of an accredited course against which a student is assessed. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"Notice of Arrangement" is an arrangement defined in the *Acts Amendment (Higher School Leaving Age and Related Provisions) Act 2005* under which a person who has not reached the age of 18, is enrolled in full time accredited training, a gazetted course, an approved combination of education, training and/or employment, becomes an apprentice or trainee or engages in other approved employment.

"Provider" means Central West TAFE.

"Registered Training Organisation" or "RTO" means a training provider registered with the Training Accreditation Council of Western Australia.

"Recognition of prior learning" or "RPL" is an assessment process resulting in the formal recognition of competencies acquired through formal or informal training, work experience and / or life experience.

"Recognition of current competencies" is an assessment process resulting in the confirmation that a student is currently competent in a Unit of Competency previously attained through training and assessment by an RTO.

"Skills Shortage Areas" are the qualifications identified by the Minister as priority for addressing skills shortage occupations. The qualifications in Skills Shortage Areas are identified in the Course Master file.

"Skills Shortage Institutional" or "SSI" means IBT delivery in Skills Shortage Areas.

"Student" means a person who is provided with Training Services under this Agreement.

"Student Curriculum Hours" or "SCH" means the number of enrolments in a Unit of Competency multiplied by a figure recognised by

the Minister as the weight of that Unit of Competency relative to other Units of Competency.

"TAFEWA College" means a College established under the *Vocational Education and Training Act 1996 (WA).*

"Trainee" means a trainee registered in Western Australia in accordance with the *Vocational Education and Training* Act *1996 (WA).*

"Training Arrangement" means an agreement between the Provider and another person to provide some or all of the Training Services in this Agreement.

"Training Package" means an integrated set of nationally endorsed competency standards, assessment Guidelines and Australian Qualifications Framework (AQF) qualifications for a specific industry, industry sector or enterprise.

"Training Services" means the services listed in Schedule 1.

"Unit of Competency" is a component of a training package qualification against which a student is assessed. A Unit of Competency refers to a discrete workplace requirement and includes the knowledge and skills that underpin competency as well as language, literacy and numeracy; and occupational health and safety requirements. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"VET" means Vocational Education and Training.

"VET Level" is a classification, determined by the Minister, which separates Traineeships and Apprenticeships (Employment Based Training) from other delivery (Institutional Based Training) and sub-divides the latter on the basis of Australian Qualification Framework levels.

3. Term of this Agreement

a) The Agreement will conclude on 31 December 2008 or when the Training Services described under Schedule 1 are completed.

b) The Minister may, within twelve months of signing this Agreement, exercise an option to extend this Agreement.

c) The Minister may extend this Agreement on up to two separate occasions, with the maximum period of each extension being one year.

4. Scope

a) Enrolments will only be funded under this Agreement where they meet the criteria in Schedule 1.

b) Unless expressly stated in Schedule 1, the following categories of Enrolments will not be funded under this Agreement:

i enrolments by students whose primary place of residence is not in Western Australia;

ii enrolments by residents of Christmas Island or Cocos Island;

iii enrolments by students who are neither Australian citizens nor permanent residents of Australia, except where the student is a holder of a visa that entitles the student to enrol in training at the fee rates that apply to publicly funded training (as identified in the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*);

iv higher education programs, including University preparation courses (ie programs whose sole or primary aim is to provide entrance to a university course);

v delivery to secondary school students, unless the delivery is under a Notice of Arrangement;

vi IBT delivery in prisons, or to prisoners;

vii programs classified by the Minister as Adult and Community Education;

viii enrolments in programs that are not accredited by the Training Accreditation Council, or which fall outside of the Provider's scope of registration;

ix credit transfers, exemptions, enrolments for recognition of current competency and exam only enrolments.

SECTION II SUMMARY OF ROLES

5. Role of the Minister

The Minister:

a) agrees to provide the funding described in Schedule 2 in accordance with the Payment Schedule described in Schedule 2;

b) will supply the Provider with details of the process for claiming funding under this Agreement; and

c) is only required to provide funding where the Provider meets all of the terms of this Agreement.

6. Role of the Provider

The Provider:

a) agrees to provide the Training Services described in Schedule 1;

b) will meet all relevant requirements of the AQTF, including registration with the Training Accreditation Council;

c) agrees to submit information to the Minister as described in Schedule 3;

d) agrees to meet all of the terms of this Agreement, and of any other Agreements with the Minister;

e) agrees to repay to the Minister any refund as described in Schedule 2;

f) agrees to collect fees from students in accordance with the most current *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*;

g) will comply with the *Apprenticeships and Traineeships Policy Guidelines* (as issued by the Minister from time to time) including the requirements relating to the implementation of Fast Track Apprenticeships, when providing training to apprentices and trainees;

h) will support the requirement for the State to increase the utilization of publicly funded training infrastructure by making training premises available on a commercial basis for purposes that do not conflict with the Provider's vocational education and training purposes;

i) will submit a revised profile plan at course level for the May and September addendum by 1 May 2009 and 18 September 2009 respectively; and

j) will comply with all other relevant policies and guidelines issued by the Minister.

SECTION III TRAINING DELIVERY

7. Student Service Standards

a) For the Training Services described in Schedule 1, the Provider:

i will ensure that students are given appropriate guidance in relation to the selection of units of competency and that meets the students expected outcomes from the program of study;

ii will ensure that training delivery is consistent with Training Package guidelines, including meeting the criteria for the awarding of qualifications;

iii will ensure that the level of resources, including the actual hours of instruction or other supervised learning modes, that is provided to students reflects the content of the program of study and allows for a successful outcome; and

iv will ensure students enrolling in a course of study outside of the normal full-time admissions process comply with the minimum entrance requirements policy.

8. Training Packages

a) Unless otherwise agreed, where:

i a Training Package has been approved for public funding in Western Australia, and

ii the Purchasing Guide (formerly known as Implementation Guide) for the Training Package indicates that the Package covers one or more of the Training Services in Schedule 1,

the Provider must use only qualifications from this Training Package when providing those Training Services to new students.

b) Existing students studying superseded courses should be encouraged to transfer into the equivalent training package qualification as soon as possible. Existing students must be given the option to complete the course or qualification in which they are currently enrolled if transition to the new or equivalent qualification will cause disadvantage in increased nominal hours or cost. New students must be enrolled in the new or equivalent training package qualification within 12 months of final endorsement, provided that a Purchasing Guide is available for implementing the training package. If this requirement cannot be met, approval must be obtained to continue delivering the superseded course or qualification.

9. Inability to Provide Training Services

a) Where the Provider is unable to offer the Training Services described in Schedule 1, the Provider shall:

i notify the Minister within seven days;

ii make reasonable efforts to assist students to enrol with an alternative Registered Training Organisation.

b) Where the Provider cannot assist students to enrol with an alternative Registered Training Organisation, the Provider shall notify the Minister within seven days.

c) Where in the opinion of the Minister, the Provider is unlikely to achieve the training targets stated in Schedule 1 by 31 December 2009, the Minister may renegotiate the training targets to reflect targets that can be justified against current enrolments and delivery achieved in previous years.

10. Training Arrangements

a) The Provider may enter into a Training Arrangement, but the Provider remains responsible for ensuring that the terms of this Agreement are met.

b) In particular, the Provider remains responsible for ensuring that the Training Services are delivered in accordance with the AQTF.

c) The terms of a Training Arrangement must be in writing, and must not be inconsistent with this Agreement.

d) The Provider shall pay all costs associated with a Training Arrangement.

e) The Provider shall advise students, prior to the commencement of training services, of the existence of a Training Arrangement.

f) Within fourteen days of signing a Training Arrangement, the Provider shall advise the Minister of:

i the legal name and business address of the other party to the Training Arrangement; and

ii the training services covered by the Training Arrangement.

g) Where the other party to the Training Arrangement is a TAFE**WA** College, the Training Arrangement must state that “All delivery covered by this contract is to be reported by the other party to the Department of Education and Training as fee for service activity”.

h) Where the Minister is aware of factors that may affect the capacity of a person to meet their obligations under a Training Arrangement, the Minister may notify the Provider of these factors and / or request an appropriate variation to this Agreement.

11. Access and Equity

a) In providing Training Services, the Provider:

i shall comply with the relevant State and Federal Government anti-discrimination legislation including the *Disability Discrimination Act Education Standards 2005*;

ii shall not use sexist, racist or other language which offends community standards;

iii shall ensure that the learning environment is free from harassment or victimisation;

iv shall not use or promote cultural, racial, disability or gender based stereotypes;

v shall ensure that programs and appropriate venues are accessible to all students; and

vi shall ensure that students are provided with additional support services where required.

12. Confidentiality

a) Unless the Minister provides approval in writing, the Provider may not disclose information acquired in connection with this Agreement to any person.

b) In particular, the Provider shall establish procedures to ensure the confidentiality of all information relating to its students.

c) The Provider shall ensure that its employees, agents and contractors also meet the terms of this clause.

13. Transfer of Apprentices and Trainees

a) The Minister must approve the transfer of an apprentice or trainee between RTOs.

b) In cases where an apprentice or trainee transfers to the Provider, the Minister will not fund the Provider under this Agreement for units of competency that have previously been completed and a statement of attainment has been issued by an RTO.

c) The Provider will comply with procedures for transferring apprentices and trainees that are published by the Minister from time to time.

14. Recognition of Prior Learning

a) Recognition of prior learning must be offered to all (individuals, clients, students, participants) upon enrolment and prior to commencement of formal training delivery. Providers must be able to demonstrate that they

have undertaken processes to encourage the uptake of, and to streamline the delivery of RPL.

SECTION IV PAYMENT

15. Payment for Training Services

a) The Minister will make payments to the Provider, following the process contained in Schedule 2.

b) The Minister may, at any time and without notice, vary the process for making payments contained in Schedule 2.

c) Where the Provider does not meet the terms of this Agreement, the Minister may withhold any funding that would otherwise be payable.

d) Where the Provider owes money to the Minister under a separate Agreement, the Minister may offset this against the amount payable for this Agreement.

e) The Minister will conduct a reconciliation of payments at the end of this Agreement.

f) If, at any time, an overpayment is identified, the Minister shall supply the Provider with an invoice for the amount of the overpayment. The Provider shall repay this amount to the Minister within thirty days.

g) If, at any time, an underpayment is identified, the Minister shall pay this amount to the Provider within thirty days.

16. Additional Training Services

a) Training targets, conditions and funding for additional training services (other than the training services defined in Schedule 1) may be defined in additional schedules to this Agreement.

b) Each category of Training Services will be treated separately for funding, reporting and enrolment purposes.

SECTION V MEASURING PERFORMANCE

17. Record-keeping

a) The Provider shall keep all financial, enrolment and assessment records related to this Agreement in a way that will enable them to be conveniently inspected by the Minister or the Minister's nominee.

b) The Provider shall keep accounting records that allow income related to this Agreement to be identified separately.

c) The Provider shall keep all financial, enrolment and assessment documentation for at least twelve months from the expiry of this Agreement. Under the AQTF, some documents will need to be kept for longer than twelve months.

18. Audits and Monitoring Visits

a) For the purposes of assessing compliance with both the AQTF and the terms of this Agreement, upon giving reasonable notice, the Minister or the Minister's nominee may:

i inspect any records under the Provider's control that relate to this Agreement;

ii inspect the premises used for provision of training services; and

iii meet with the employees, agents, contractors and students of the Provider.

b) Unless otherwise agreed between the Minister and the Provider, audits and monitoring visits will take place during business hours.

c) The Provider shall make every effort to assist the Minister or the Minister's delegate to carry out an audit or monitoring visit.

19. Student Surveys

The Minister or the Minister's nominee may conduct surveys of the students being provided with Training Services under this Agreement.

a) The Provider will supply the Minister with information necessary to effectively conduct a student survey.

b) The Minister may publish the results of student surveys, provided that information is not disclosed that would identify individual students.

20. Invalid Enrolments (IE)

a) Upon request from the Minister, the Provider shall provide evidence to prove student participation in each Enrolment for which funding was claimed.

b) Proof of student participation shall meet the standards contained in the appropriate *Western Australian VET Enrolment Data Standard* version.

c) Proof of student participation shall be retained for at least twelve months, as required by clause 17.

d) Where student participation cannot be substantiated, the Minister may adjust the funding payable under Schedule 2.

21. Contract Performance Criteria

a) The Minister may use the Contract Performance Criteria – Quality of Training, Access and Participation, Outcomes Achieved, and Contract Management - when deciding whether to extend this Agreement, vary this Agreement, and / or enter into future Agreements with the Provider.

b) In assessing 'Quality of Training', the Minister may consider the following factors:

i the outcomes of monitoring visits;

ii feedback from student surveys;

iii for delivery to Apprentices and Trainees, feedback from employer surveys;

iv compliance with the AQTF;

v compliance with relevant policies issued by the Minister; and

vi complaints received from the Provider's students.

c) In assessing 'Access and Participation', the Minister may consider the following factors:

i the proportion of students from equity target groups relative to the proportion these groups represent in the general population; and

ii the profile of enrolments by students from equity target groups across industry groups, qualification levels and employment and institutional based pathways.

d) Equity target groups may be identified by the Minister from time to time and include students from the following groups:

i Indigenous students;

ii Students with a disability;

iii Youth (15 to 19 years);

iv Mature age students (over 45 years)

v Students of diverse cultural and linguistic background; and

vi Women

e) In assessing 'Outcomes Achieved', the Minister may consider the following factors:

i the proportion of students successfully completing each Unit of Competency;

ii the proportion of students successfully completing qualifications at certificate III or above;

iii the proportion of students progressing to further study or employment; and

iv the proportion of students achieving a qualification.

These outcomes will be assessed for the student population as a whole, and for targeted access groups within that population.

f) In assessing 'Contract Management', the Minister may consider the following factors:

i the timeliness of reporting by the Provider including the resulting of all enrolments within seven (7) weeks of the expiry of the enrolment activity end date;

ii the maximization of response rates in reporting, to properly allocate students to correct access and participation groups;

iii proportion of claims for payment with errors identified;

iv proportion of Invalid Enrolments (IE) identified;

v the actual level of training delivery compared to the contracted level of training delivery described in Schedule 1;

vi the actual level of training delivery compared to the benchmarks for priority areas of delivery stated in Schedule 1; and

vii the timeliness with which contractual documents are returned to the Minister.

SECTION VI FINANCIAL MATTERS

22. Alternative funding

a) The Provider confirms that, other than the funds provided in this Agreement, it has not received funding for the delivery to be reported under this Agreement.

b) The Provider shall notify the Minister within fourteen days if it secures funding (either in full or in part) for the delivery to be reported under this Agreement.

c) Upon receiving this notification, the Minister may change the amount payable to the Provider under Schedule 2.

23. Taxes

a) The funding in this Agreement is exclusive of GST.

b) In the event that GST is payable on services provided under this Agreement, the GST will be paid by the Minister upon presentation of a valid Tax Invoice.

c) All other taxes, duties and charges shall be paid by the Provider.

SECTION VII ADMINISTRATION OF THIS AGREEMENT

24. Applicable Law

This Agreement is governed by the law of Western Australia.

25. Variations

a) This Agreement may be varied at any time by a signed written agreement between the Minister and the Provider.

b) In deciding whether to agree to a proposed variation, the Minister will have regard to the Contract Performance Criteria described in clause 21.

26. Severability

Where any part of this Agreement is not enforceable (for whatever reason), it does not form part of the Agreement. All other parts of the Agreement will remain in full force.

27. Waiver

a) A waiver of a party's rights under this Agreement must be in writing and signed by that party.

b) A waiver by a party shall not affect that party's rights in respect of any subsequent breach of the Agreement.

28. Entire Contract

The contract between the Minister and the Provider is contained in this Agreement. No other written or verbal arrangement between the parties will be read into this Agreement.

29. Compliance with Law

In carrying out its duties under this Agreement, the Provider must comply with all applicable laws including the *Working With Children (Criminal Record Checking) Act 2004*.

30. Special Terms and Conditions

Special terms and conditions that apply to this Agreement are stated in Table 8.

31. Notices

a) Notices associated with this Agreement must be in writing and delivered to the following addresses:

i To the Minister

Director
Training Resource Allocation
Western Australian Department of Education and Training
Level 2, 151 Royal Street
EAST PERTH WA 6004
fax: (08) 9264 4281

ii To the Provider

Managing Director
Central West TAFE
Fitzgerald Street
GERALDTON WA 6530

b) Either party may change its contact details by providing a notice in writing to the other party.

c) A notice will be considered to have been received:

i two days after being placed in the mail with postage paid;

ii if the notice is being served personally, at the time that the notice was presented;

iii if the notice is being transmitted by fax, at the time that the whole notice has been transmitted from the sending machine and the answer back of the receiving machine has been received; and

iv if the notice is being transmitted by email, one hour after the correctly addressed email was sent.

32. Signatories to this Agreement

Signed on behalf of the Minister for Training by

SIMON WALKER

EXECUTIVE DIRECTOR

PLANNING AND RESOURCES

DEPARTMENT OF EDUCATION AND TRAINING

Acting under delegated authority pursuant to Section 10 of the *Vocational Education and Training Act 1996* in the presence of

Witnessed by: *(Sign)* **Name:** *(Please Print)* **Office**

The Common seal of Central West TAFE was affixed to this document in the presence of

Chair/Deputy Chair of the College Council
Date

Witnessed by member: *(Sign)* **Name:** *(Please Print)*

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE

1. This Schedule describes the College Training Profile as per Section 42 of the *Vocational Education and Training Act 1996 (WA)*.

2. This Agreement, so far as it relates to the College Training Profile, constitutes a Resource Agreement as per Section 5 of the *Vocational Education and Training Act 1996 (WA)*.

3. The College Training Profile shall be treated as separate from other Training Services detailed in this Agreement.

4. The College Profile Matrix in Table 1 sets out the delivery targets (expressed in Student Curriculum Hours) for each combination of Industry Group and VET Level.

5. The College Training Profile is also presented as a Skills Shortage Matrix in Table 9 which identifies for each Industry Group the delivery targets for:

   - Employment based training;
   - Skills Shortage Institutional training; and
   - General Institutional training.

6. Activity benchmarks relating to the following State and Commonwealth priorities are stated in Table 10. The Minister may use these benchmarks as Contract Performance Criteria for the purpose of clause 21:

   - Employment Based Training commencements;
   - Skills Shortage Institutional training;
   - training places for people with a disability;
   - training places in regional and remote locations for Indigenous Australians;
   - participation by Indigenous Australians at Certificate III level or higher;
   - training places for 15 to 19 years old students; and
   - training at certificate IV and above.

7. The permissible levels of VET for government schools, VET for non-government schools, prisons delivery and delivery in certificate I and below courses are set out in Table 2. The delivery of VET for government schools and non-government schools will be in accordance with the protocol set out in Schedule 4.

8. The delivery of School Based Traineeships and Apprenticeships will be in accordance with the protocol set out in Schedule 5.

9. The delivery of the School Apprenticeship Link program will be in accordance with the protocol set out in Schedule 6.

10. Training services for Recognition of Prior Learning will be delivered and funded in accordance with the policy set out in Schedule 7.

11. Unless prior approval is given by the Minister, the Provider must offer all Apprenticeship programs that it has offered in previous years.

12. The Module Load Completion Rate (MLCR) Matrix is contained in Table 3. The Minister may use the MLCR as a Contract Performance Criteria for the purpose of clause 21. The method of calculating MLCR is defined in the 2009 – 2011 College Planning Guidelines.

13. The delivery of training to prisoners will be in accordance with the protocol set out in Schedule 8.

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE

1. Funding

a) Table 4 details the funding to be provided by the Minister for the delivery of the College Training Profile.

b) The basis of funding Advance Skill Lecturer, Principal Lecturer and Salary Maintenance staff is listed in Table 5.

c) No funding will be provided by the Department of Treasury and Finance to cover the cost of the 27th pay that will occur in 2015. Providers should ensure that appropriate provision is made in the preceding years to cover the cost of the additional pay when it falls due.

2. Payment schedule

a) Subject to the Provider meeting all of the terms in this Agreement, the Minister will pay the Provider in fortnightly disbursements in accordance with a schedule issued by the Minister.

b) The Provider's refund liability will be determined in the second quarter of 2010.

c) If a refund is payable, the Provider will pay the refund by the date stated on an invoice supplied by the Minister.

3. Refund

a) Where the Provider fails to meet the targets in Schedule 1, a refund will be payable to the Minister. In specific circumstances detailed below a credit may be payable to the Provider. The Total Refund is calculated as follows:

Total Refund	=	Refund for EBT, Skills Shortage Institutional and General Institutional
	Plus or Minus	Additional Items Refund or Credit
	Plus or Minus	Fees Refund or Credit
	Minus	EBT Credit
	Minus	Skills Shortage Credit

The Provider is not eligible for additional funding where the EBT and Skills Shortage Credits are greater than the other refund items payable by the Provider.

The following clauses explain the components of the refund calculation.

b) The refund will be calculated separately for each of the following categories of delivery:

- EBT;
- Skills Shortage Institutional (SSI); and
- General Institutional (GI).

The Skills Shortage Matrix (Table 9) defines the **Target SCH** for each of these categories of delivery.

c) The refund for EBT, SSI and GI is calculated as follows:

i **Reported SCH** is sourced from the Provider's final enrolment statistics data submission on an end of study basis. This is determined from the AVETMISS data collection in accordance with the following criteria:

- Fund source Id – State = 10;
- Enrolment category Id = C or S;
- Outcome identifier not 53, 54, 60 or 70; and
- Enrolment activity end date between 1 January 2009 and 31 December 2009;

ii **Validated SCH** are determined by reducing Reported SCH by that portion of the Provider's Invalid Enrolment (IE) rate in excess of three percent;

iii **Funded SCH** are determined by reducing Validated SCH for any delivery that exceeds the agreed tolerances for profile management (see below);

iv **Shortfall SCH** is determined by subtracting Funded SCH from Target SCH; and

v A **Shortfall Refund** is calculated for each category of delivery as: **Shortfall SCH x Unit cost.**

d) The Unit Cost for EBT delivery and IBT delivery is stated in Table 4.

e) Funded SCH for EBT is calculated by assessing the Provider's total Validated SCH for EBT against the Provider's total Target SCH for EBT. The following rules apply to the calculation of Funded SCH for EBT delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for EBT delivery above the Target SCH will create an **EBT Credit** calculated on the Unit Cost for Employment Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

f) Funded SCH for Skills Shortage Institutional is calculated by assessing the Provider's total Validated SCH for Skills Shortage Institutional against

the Provider's total Target SCH for Skills Shortage Institutional. The following rules apply to the calculation of Funded SCH for Skills Shortage Institutional delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for Skills Shortage Institutional delivery above the Target SCH will create a **Skills Shortage Credit** calculated on the Unit Cost for Institutional Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

g) Funded SCH for General Institutional is calculated by assessing the Provider's Validated SCH for General Institutional in each Industry Group against the Target SCH for General Institutional.

h) The following General Institutional SCH are excluded from Funded SCH for General Institutional:

i Any Validated SCH above 500 SCH for an Industry Group which contains no Institutional target;

ii Any Validated SCH above the target for General Institutional training in an Industry Group that is subject to a 'hard' ceiling as set out in Table 6;

iii Any Validated SCH above the target for General Institutional training in certificate I and below courses as set out in Table 2; and

iv Any Validated SCH in Industry Groups without a 'hard' ceiling, where delivery exceeds the target for General Institutional by more than 20,000 SCH.

i) An **Additional Items Refund** is calculated on each of the following:

i VET for government schools IBT delivery above the level stated in Table 2;

ii VET for non-government schools IBT delivery above the level stated in Table 2;

iii VET for government or non-government school students IBT delivery in courses and qualifications excluded from this delivery under the protocol in Schedule 4;

iv IBT delivery to prisoners above the level stated in Table 2;

v Funding provided for GROH housing in excess of actual expenditure acquitted by the Provider; and

vi Funding provided for specific projects in excess of actual expenditure acquitted by the Provider.

j) An adjustment is made to the Additional Items Refund to ensure that this refund is not calculated on SCH that has been excluded from Funded SCH under sub clause 3 h).

k) The Additional Items Refund may include funds provided for maintenance, minor works, equipment and the Technology Infrastructure Replacement Strategy in excess of the actual expenditure acquitted by the Provider against approved expenditures;

l) An Additional Items Credit will apply if funding provided for GROH housing is less than actual expenditure acquitted by the Provider.

m) A Fees Refund is calculated as the funding for resource fees associated with delivery to school students in excess of the funding justified against the SCH delivered in accordance with this Agreement.

n) A Fees Credit will apply if the funding for resource fees associated with delivery to school students is less than the funding justified against the SCH delivered in accordance with this Agreement.

o) A Refund will be calculated for Certificate IV and above traineeship training for students registered as Productivity Places Existing Worker Trainees on the Training Record System. The Refund will be calculated by comparing the profile funding for this delivery with the Claimable Funding calculated as follows:

   i Validated SCH for each Industry Group is multiplied by the relevant funding rate (as issued by the Minister) for Productivity Places Existing Worker Traineeship training to determine Claimable Funds; and

   ii An Additional Items Refund is calculated as the profile funding that is in excess of the Claimable Funds.

SCHEDULE 3 REPORTING REQUIREMENTS

On the following dates, the Provider will supply the Minister with data files that meet the requirements of the current version of the *Western Australian VET Enrolment Data Standard.*

College Training Profile Reporting Requirements

2009		
Date	**Status**	**Files Required**
16 January 2009	Preliminary reporting point for full year 2008 collection	Full set of validated NAT files (NAT00010 – NAT00130)
20 February 2009	Final formal reporting point (full year 2008) including all module outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)
17 April 2009	First Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
7 August 2009	Second Monitoring Point (Mid-Year) for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
6 November 2009	Third Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
2010		
15 January 2010	Preliminary Reporting Point for full year 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
19 February 2010	Final formal reporting point for 2009 including all outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)

When submitting these files, the Provider will confirm in writing that all records are accurate.

Where the Provider uses the College Management Information System (CMIS), they shall be entitled to the same set of services as currently provided to all providers in the TAFE**WA** College Network.

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS

The aim of this protocol is to ensure the most efficient and effective use of public resources in the implementation of the VET in schools initiative. The Refund provisions in Schedule 2 identify the circumstances where a refund is payable for a breach of this protocol.

VET in Schools programs allow students studying towards the Western Australian Certificate of Education to gain a partial or complete VET qualification. Profile funded VET in schools is a targeted program that aims to enhance existing VET in Schools delivery by providing:

- a pathway to higher level qualifications;
- training that is not within the scope of registration of an RTO school; and/or
- access to equipment and expertise not available in the school context.

Profile funded VET in schools is available for both government and non-government schools subject to the following conditions:

VET in government schools

Profile funding for VET in government schools is subject to the following conditions:

a) the students must be enrolled at a government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training effort is consistent with:
- the strategic priorities as outlined in the State Training Profile; and
- Education District planning priorities;

g) VET in government schools is not to include delivery in courses or qualifications classified in the industry groups 19A to 19E. However, delivery in the following qualifications is permitted:
- Certificate of Applied Vocational Study Skills (CAVSS) provided the delivery is in accordance with the CAVSS Protocol; and
- Certificate I in Leadership Development;

h) VET in government schools is not to include delivery at certificate I in the following industry groups;

16A Accounting and Other Business Services;
16C Office and Clerical; and
17A Computing.

VET in non-government schools

Profile funding for VET in non-government schools is subject to the following conditions:

a) the students must be enrolled at a non-government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in non-government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training delivery is in accordance with a plan of courses or qualifications submitted by the Provider and approved by the Minister. The training is to relate to skills shortage areas.

Reporting VET in schools

Note that delivery within the following categories is not included in the ceiling on VET in government and non-government schools:

- School Based Apprenticeships and Traineeships (SBA and SBT);
- School Apprenticeship Link (SAL) delivery; and
- delivery to a student enrolled under a Notice of Arrangement is not VET in Schools because the student has "left" school.

Profile funded VET in schools delivery should be included in the Provider's profile funded training and reported via AVETMISS and student enrolments must be flagged as VET in Schools enrolments as follows:

Type of Student:	VET for Schools
Training type:	O
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	Yes

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

No fees or charges, including resource, tuition and enrolment fees are to be applied to students enrolled in profile funded VET in Schools (Refer to the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*).

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS

School-based Apprenticeships and Traineeships provide an opportunity for full time secondary students enrolled in school to begin preparing themselves for a career. They allow students studying towards the Western Australian Certificate of Education to gain a nationally recognised vocational education and training qualification.

Public funding for School-based Apprenticeships and Traineeships training:

- may be utilised for the component of training delivered and assessed by the Provider;
- is available to students enrolled in both government and non-government schools;
- is to be achieved within the overall bottom line employment based delivery targets established for the Provider; and
- must be in accordance with the Guidelines and Working Principles for School-based Apprenticeships and Traineeships in Western Australia and the Apprenticeship and Traineeship Policy Guidelines.

School-based Apprenticeship and Traineeship delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be coded as follows:

Type of Student:	School based apprenticeship
Training type:	A
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

Type of Student:	School based traineeship
Training type:	T
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

** Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource, tuition and enrolment fees, are to be applied to students enrolling in School Based Apprenticeships and Traineeships.

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK

The School Apprenticeship Link (SAL) program supports the achievement of the Government's targets for employment based training and school retention. The approach is aimed at increasing young people's participation in education, employment and training and in particular in achieving a successful transition from school to an apprenticeship.

SAL is a school-based transition program delivered by a RTO and available for students in Years 11 and 12. There are two SAL options in various trades; a two semester family of trades program and a three semester trade specific pre-apprenticeship.

The SAL Family of Trades model allows students to experience a range of trades within an industry to assist them in making an informed choice when selecting their apprenticeship.

The SAL Pre-Apprenticeship model accommodates students who are clear on the trade they want to undertake and provides for direct credit on entry into an apprenticeship. SAL Pre-Apprenticeships are identical to mainstream pre-apprenticeships.

SAL placements funded at each college are determined by the Department. The Department allocates funded places for both Government and non-Government schools. Providers must seek approval from the Department for any change in the number of SAL places.

Profile funded SAL delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be codes as follows:

Type of Student:	School apprenticeship link
Course	Appropriate SAL qualification
Training type:	P
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource and course fees are to be applied to students enrolled in profile funded SAL programs.

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING

This policy applies to all publicly funded RPL assessments.

Policy:

1. The Minister will fund the student curriculum hours (SCH) associated with RPL assessments at the same rate as other forms of training delivery.
2. Excessive reporting of Unsuccessful RPL will be monitored and, if necessary, funding constraints may be applied to future Delivery and Performance Agreements.
3. The SCH associated with the RPL assessments for any one client each semester should not exceed the SCH required for a full qualification. RPL reported for each client will be monitored and funding constraints may be applied to future Delivery and Performance Agreements where excessive RPL has been reported for a client.
4. Fee for Service arrangements should be established where the aim of a RPL process is to:
   a) prepare school teachers to deliver VET qualifications; or
   b) assess the competencies of a government employee, where those competencies form part of the government agency's conditions of employment, or are a requirement for promotion.

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY

In support of the National Strategy for Vocational Education and Training for Adult Prisoners and Offenders in Australia, the Department of Corrective Services (DCS) and the Department of Education and Training, in liaison with Providers, are developing a joint planning process and standard protocols for prison based delivery. The aim is to establish a framework for the provision of high standard vocational education and training for offenders in WA prisons.

As an initial step in the on-going process of developing cooperative working arrangements between Providers and the DCS, the following protocols will apply in 2009:

- The Provider will develop planned prison delivery in consultation with DCS;
- The Provider will work with DCS in the development of mutually agreed business rules for delivery in a prison. Once agreed, these business rules will form the basis of a memorandum of understanding between the Provider and DCS;
- The Provider will keep DCS informed of the actual delivery through regular reports and meetings; and
- The Provider gives permission for the Department releasing information to DCS on the Provider's actual and planned delivery across all years associated with prisoners. Such information is not to include individual student information.

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT

This protocol provides a basis for the use and evaluation of professional development (PD) funded through the STQC program. STQC funded PD activities must be additional to core PD activities.

The Minister will provide the STQC funding as identified in Table 4, subject to the submission of an acceptable PD Plan. The provider will be required to repay any STQC funds that have not been spent on approved PD activities.

The purpose of these guidelines is:

- To provide information on the requirements and content of the annual PD Plan and report to be submitted to the VET Programs and Development Branch of the Department for STQC funded PD activities.
- To ensure there is a strong focus on teaching, learning and assessment of lecturers, it will be necessary to develop strategies for the maximum number of practitioners to benefit from the funding recognising that there is a mutual responsibility for colleges to provide opportunities for PD.
- To ensure there is clear evidence in the reporting process that learning and development activities are producing measurable improvements in the quality of teaching, learning and assessment in TAFEWA

Requirements

The Provider shall develop, submit and implement an annual PD Plan that;

- aligns with STQC's key directions for the current calendar year. These directions will be supplied by the VET Programs and Development Branch of the Department.
- demonstrates how STQC funding is providing PD opportunities over and above existing and on-going PD.
- Clearly identifies:
    - programs/initiatives/projects/courses funded by STQC which will take place
    - how PD activities will be organised
    - how the success of the activities will be monitored and measured with evidence of improved teaching, learning and assessment practices.

The Provider shall submit an annual report for the calendar year that includes;

- details of the programs/ initiatives/projects/ courses funded by STQC with a demonstration of how this funding provided PD support over and above on-going PD
- an evaluation, including performance indicators, of the effectiveness of the STQC funding support, and if appropriate a rationale for adjustments to original plan
- an acquittal statement of how the funds have been allocated, signed by the Managing Director, showing funds expended on the program in the annual PD Plan.

TIMELINE

Submit PD Plan	Last Friday in February
Submit annual report	First Friday in December

SCHEDULE 10 PROVISION OF ADVICE ON VOCATIONAL EDUCATION AND TRAINING NEEDS FOR 2010-2012

The Department will fund the Provider for the provision of advice on regional training needs. The information provided is used by the Department to:

- provide input to the State Training Plan;
- identify new and emerging regional training needs and opportunities and the Provider's response;
- identify regional developments at community and industry level that are producing challenges that cannot be met by the Provider due to resource or capability constraints;
- identify training opportunities that would be better addressed through other funding programs; and
- respond to requests for advice, both from within and outside the Department.

Funding

Funding of $30,000 will be paid to the Provider in 2009 for the provision of VET advice relevant to the Mid West-Gascoyne region:

The information and advice required by the Department is outlined below. Funding will be paid in fortnightly installments.

The Department reserves the right to suspend fortnightly payments if the information is not provided by Friday 15 May 2009 or is of a standard that is not considered acceptable (for example, information is insufficient, inadequate, unusable or unreliable).

The Provider may also be required to repay any funds that have not been fully expended for the approved purpose by 31 December 2009.

Report Format and Timelines

The Department will provide a template for the provision of the regional advice identified below. Information should be submitted electronically.

The Provider is required to submit the required information by Friday 15 May 2009.

The Department may seek clarification in relation to various aspects of the information supplied by the Provider.

THEMES	INFORMATION TO BE INCLUDED
1. Strategic priorities of the Provider	a) Identify the College's medium to long term strategic directions and priorities. b) Identify how the College's medium to long term strategy directions and priorities are aligned or consistent with priorities identified by the State Training Board. c) Identify key actions to address the Colleges' medium to long term strategic directions and priorities.
2. Key community developments	a) Identify key community developments impacting on the region, such as demographic changes, changes in population distribution, trends in employment or unemployment. b) Identify the College's current or planned response to key community developments identified in 2(a).
3. Key regional developments	a) Identify key regional developments (e.g. new resource and construction projects), companies involved, and specific location. b) Identify the College's current or planned response to key regional developments identified in 3(a). Please include reference to partnerships with companies, schools, RTOs or Government agencies, where relevant.
4. Indigenous engagement, training and employment	a) Identify current programs available in the region to support Indigenous people in their transition from school to training to employment (including initiatives associated with retention, completion and progression to higher level qualifications). b) Identify new programs, initiatives or opportunities either planned or required to support Indigenous students and improve their transition from school to training to employment and achievement of higher level qualifications.
5. Current skill shortages	a) Identify current key skill shortages in the region by occupation and the qualification relevant to each skill or occupational shortage. b) Identify any specific programs or initiatives identified or required by the College to respond to current key skills shortages identified in 5(a).
6. Training needs that the Provider is having difficulty meeting	a) Identify any training needs the College is having difficulty meeting (e.g. these needs may relate to community or regional developments, specific qualifications, occupations or other issues such as the needs of specific disadvantaged groups, VET in Schools, Indigenous delivery and support, RPL, retention and completion issues, delivery of apprenticeships and higher level qualifications, training for existing workers). b) Identify any issues (such as staffing or

	infrastructure) that are affecting the College's capacity to respond to the training needs identified in 6(a).
7. Key challenges faced by the region in terms of the availability and provision of skills in the future	Identify the challenges faced by the region in the future in terms of ensuring a supply of appropriately skilled workers.
8. Growth in demand for VET	Identify occupations where the demand for VET is expected to increase over the next three years.
9. Falling demand for VET	Identify occupations when the demand for VET is likely to decline over the next three years.
10. Factors affecting delivery in remote locations	a) Identify difficulties associated with responding to training requirements in the region's remote locations. b) Identify actual or planned initiatives that have been developed or identified in response to the difficulties identified in 10(a).

Other Reports

From time to time throughout 2009 the Department may require advice on regional training needs in response to requests for specific information or to assist in the development of system-wide responses to training issues.

Report Submission and Contact Details

The report should submitted to the following email address: janina.conner@det.wa.edu.au.

Further information is available from Dr Janina Conner, telephone 9264 4544.

Table 1: College Profile Matrix (All Delivery)

	Industry Group	*Apprentices and trainees*	*Certificate I and II*	*Certificate III and IV*	*Diploma+*	*Total*
01A	Recreation Sports and Entertainment	740	6,430	7,260	0	**14,430**
01B	Visual and Performing Arts	0	25,917	4,660	0	**30,577**
01C	Design	0	0	0	0	**0**
02A	Automotive	23,966	20,070	0	0	**44,036**
03A	Building and Constructions	22,246	78,523	3,500	0	**104,269**
03B	Surveying and Building	0	0	8,470	0	**8,470**
04A	Community Service Workers	3,900	0	27,735	5,890	**37,525**
04B	Education and Childcare	2,610	0	48,470	5,080	**56,160**
04C	Health	2,344	0	6,446	15,480	**24,270**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	0	600	0	**600**
06A	Food Trades and Processing	600	3,980	0	0	**4,580**
07A	Clothing Footwear and Soft Furnishings	0	3,800	0	0	**3,800**
07B	Furniture Manufacture	5,720	800	0	0	**6,520**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	0	0	**0**
09B	Metal and Mining	29,698	36,742	0	0	**66,440**
10A	Animal Care	0	7,600	9,700	0	**17,300**
10B	Forestry, Farming and Landcare	0	32,033	23,088	7,487	**62,608**
10C	Fishing	1,100	9,785	0	0	**10,885**
10D	Horticulture	0	9,520	0	0	**9,520**
11A	Process Manufacturing	0	8,999	0	0	**8,999**
12A	Personal Service	7,832	13,000	6,019	0	**26,851**
12B	Retail	6,180	2,088	0	0	**8,268**
13A	Cooking	9,720	7,805	2,500	0	**20,025**
13B	Hospitality	3,360	8,685	5,450	0	**17,495**
13C	Tourism	0	390	2,020	0	**2,410**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	11,110	13,463	0	**24,573**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	19,000	16,400	0	0	**35,400**
16A	Accounting and Other Business Services	0	0	17,185	1,280	**18,465**
16B	Management	0	0	4,840	2,800	**7,640**
16C	Office and Clerical	9,340	40,345	16,920	0	**66,605**
17A	Computing	0	0	22,330	3,600	**25,930**
18A	Science and Technical Workers	0	0	10,193	1,600	**11,793**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	57,972	320	0	**58,292**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	2,784	28,480	0	0	**31,264**
	Total	**151,140**	**430,474**	**241,169**	**43,217**	**866,000**

College Profile Matrix (Major Regional Centre - Regional Loading)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	740	4,320	7,260	0	**12,320**
01B	Visual and Performing Arts	0	14,696	2,980	0	**17,676**
01C	Design	0	0	0	0	**0**
02A	Automotive	22,596	14,784	0	0	**37,380**
03A	Building and Constructions	22,000	39,120	0	0	**61,120**
03B	Surveying and Building	0	0	8,470	0	**8,470**
04A	Community Service Workers	2,980	0	24,905	5,890	**33,775**
04B	Education and Childcare	2,610	0	38,390	5,080	**46,080**
04C	Health	0	0	6,446	15,480	**21,926**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	0	600	0	**600**
06A	Food Trades and Processing	600	3,980	0	0	**4,580**
07A	Clothing Footwear and Soft Furnishings	0	0	0	0	**0**
07B	Furniture Manufacture	5,720	0	0	0	**5,720**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	0	0	**0**
09B	Metal and Mining	29,698	31,722	0	0	**61,420**
10A	Animal Care	0	7,600	9,700	0	**17,300**
10B	Forestry, Farming and Landcare	0	10,488	19,588	7,487	**37,563**
10C	Fishing	1,100	8,000	0	0	**9,100**
10D	Horticulture	0	4,420	0	0	**4,420**
11A	Process Manufacturing	0	8,999	0	0	**8,999**
12A	Personal Service	7,832	13,000	6,019	0	**26,851**
12B	Retail	6,180	2,088	0	0	**8,268**
13A	Cooking	9,720	7,805	2,500	0	**20,025**
13B	Hospitality	1,020	3,825	5,450	0	**10,295**
13C	Tourism	0	0	0	0	**0**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	10,150	11,563	0	**21,713**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	19,000	16,400	0	0	**35,400**
16A	Accounting and Other Business Services	0	0	16,585	1,280	**17,865**
16B	Management	0	0	4,840	2,800	**7,640**
16C	Office and Clerical	7,135	25,975	11,220	0	**44,330**
17A	Computing	0	0	22,330	3,600	**25,930**
18A	Science and Technical Workers	0	0	10,193	1,600	**11,793**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	44,372	320	0	**44,692**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	18,960	0	0	**18,960**
	Total	**138,931**	**290,704**	**209,359**	**43,217**	**682,211**

College Profile Matrix (Hinterland - Regional Loading)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	0	0	0	0	**0**
01B	Visual and Performing Arts	0	6,951	0	0	**6,951**
01C	Design	0	0	0	0	**0**
02A	Automotive	470	690	0	0	**1,160**
03A	Building and Constructions	0	27,119	3,500	0	**30,619**
03B	Surveying and Building	0	0	0	0	**0**
04A	Community Service Workers	0	0	1,650	0	**1,650**
04B	Education and Childcare	0	0	0	0	**0**
04C	Health	0	0	0	0	**0**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	0	0	0	**0**
06A	Food Trades and Processing	0	0	0	0	**0**
07A	Clothing Footwear and Soft Furnishings	0	0	0	0	**0**
07B	Furniture Manufacture	0	0	0	0	**0**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	0	0	**0**
09B	Metal and Mining	0	1,360	0	0	**1,360**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	0	18,245	3,500	0	**21,745**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	0	3,000	0	0	**3,000**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	0	0	0	0	**0**
12B	Retail	0	0	0	0	**0**
13A	Cooking	0	0	0	0	**0**
13B	Hospitality	0	0	0	0	**0**
13C	Tourism	0	0	0	0	**0**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	0	0	0	**0**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	0	0	0	0	**0**
16A	Accounting and Other Business Services	0	0	0	0	**0**
16B	Management	0	0	0	0	**0**
16C	Office and Clerical	1,260	0	0	0	**1,260**
17A	Computing	0	0	0	0	**0**
18A	Science and Technical Workers	0	0	0	0	**0**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	2,400	0	0	**2,400**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	2,784	2,720	0	0	**5,504**
	Total	**4,514**	**62,485**	**8,650**	**0**	**75,649**

College Profile Matrix (Major Regional Centre - Remote Loading)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	0	2,110	0	0	**2,110**
01B	Visual and Performing Arts	0	1,000	0	0	**1,000**
01C	Design	0	0	0	0	**0**
02A	Automotive	0	1,840	0	0	**1,840**
03A	Building and Constructions	246	2,154	0	0	**2,400**
03B	Surveying and Building	0	0	0	0	**0**
04A	Community Service Workers	920	0	1,180	0	**2,100**
04B	Education and Childcare	0	0	5,600	0	**5,600**
04C	Health	0	0	0	0	**0**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	0	0	0	**0**
06A	Food Trades and Processing	0	0	0	0	**0**
07A	Clothing Footwear and Soft Furnishings	0	3,800	0	0	**3,800**
07B	Furniture Manufacture	0	800	0	0	**800**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	0	0	**0**
09B	Metal and Mining	0	0	0	0	**0**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	0	780	0	0	**780**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	0	2,100	0	0	**2,100**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	0	0	0	0	**0**
12B	Retail	0	0	0	0	**0**
13A	Cooking	0	0	0	0	**0**
13B	Hospitality	2,340	4,500	0	0	**6,840**
13C	Tourism	0	0	0	0	**0**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	0	0	0	**0**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	0	0	0	0	**0**
16A	Accounting and Other Business Services	0	0	600	0	**600**
16B	Management	0	0	0	0	**0**
16C	Office and Clerical	945	9,400	3,600	0	**13,945**
17A	Computing	0	0	0	0	**0**
18A	Science and Technical Workers	0	0	0	0	**0**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	10,000	0	0	**10,000**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	6,800	0	0	**6,800**
	Total	**4,451**	**45,284**	**10,980**	**0**	**60,715**

College Profile Matrix (Hinterland - Remote Loading)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	0	0	0	0	**0**
01B	Visual and Performing Arts	0	3,270	1,680	0	**4,950**
01C	Design	0	0	0	0	**0**
02A	Automotive	900	2,756	0	0	**3,656**
03A	Building and Constructions	0	10,130	0	0	**10,130**
03B	Surveying and Building	0	0	0	0	**0**
04A	Community Service Workers	0	0	0	0	**0**
04B	Education and Childcare	0	0	4,480	0	**4,480**
04C	Health	2,344	0	0	0	**2,344**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	0	0	0	**0**
06A	Food Trades and Processing	0	0	0	0	**0**
07A	Clothing Footwear and Soft Furnishings	0	0	0	0	**0**
07B	Furniture Manufacture	0	0	0	0	**0**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	0	0	**0**
09B	Metal and Mining	0	3,660	0	0	**3,660**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	0	2,520	0	0	**2,520**
10C	Fishing	0	1,785	0	0	**1,785**
10D	Horticulture	0	0	0	0	**0**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	0	0	0	0	**0**
12B	Retail	0	0	0	0	**0**
13A	Cooking	0	0	0	0	**0**
13B	Hospitality	0	360	0	0	**360**
13C	Tourism	0	390	2,020	0	**2,410**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	960	1,900	0	**2,860**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	0	0	0	0	**0**
16A	Accounting and Other Business Services	0	0	0	0	**0**
16B	Management	0	0	0	0	**0**
16C	Office and Clerical	0	4,970	2,100	0	**7,070**
17A	Computing	0	0	0	0	**0**
18A	Science and Technical Workers	0	0	0	0	**0**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	1,200	0	0	**1,200**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	0	0	0	**0**
	Total	**3,244**	**32,001**	**12,180**	**0**	**47,425**

Table 2: Training Delivery Ceilings

	SCH
Ceiling for profile-funded VET for Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**52,505**
Ceiling for profile-funded VET for Non Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**2,625**
Ceiling for profile-funded Institutional delivery in prisons Delivery must be recorded against a prison training provider location (campus) code.	**22,270**
Ceiling for profile-funded Institutional delivery in certificate I and below courses Certificate I and below is defined as delivery against qualifications/courses with ASCED level of Education Id greater than or equal to 524.	**281,683**

Table 3: MLCR Matrix (2007 Benchmark Data)

Industry Group		MLCR State Average	MLCR College Actual	
01A	Recreation Sports and Entertainment	79%	77%	
01B	Visual and Performing Arts	78%	78%	
01C	Design	70%	0%	
02A	Automotive	91%	99%	
03A	Building and Constructions	88%	71%	⊥
03B	Surveying and Building	67%	57%	⊥
04A	Community Service Workers	79%	81%	
04B	Education and Childcare	75%	86%	
04C	Health	79%	88%	
04D	Library Workers	84%	0%	
05A	Finance Insurance Property Service Workers	77%	100%	
06A	Food Trades and Processing	89%	66%	
07A	Clothing Footwear and Soft Furnishings	75%	51%	⊥
07B	Furniture Manufacture	80%	74%	
08A	Communications	0%	0%	
08B	Printing & Publishing	82%	0%	
09A	Engineering and Drafting	71%	0%	
09B	Metal and Mining	87%	85%	
10A	Animal Care	77%	90%	
10B	Forestry, Farming and Landcare	84%	88%	
10C	Fishing	81%	93%	
10D	Horticulture	81%	99%	
11A	Process Manufacturing	96%	0%	
12A	Personal Service	82%	81%	
12B	Retail	76%	88%	
13A	Cooking	78%	79%	
13B	Hospitality	77%	74%	
13C	Tourism	77%	70%	
13D	Travel agents	70%	0%	
14A	Transport Trades, Storage and Associated	88%	90%	
15A	Electrical and Electronic Engineering	62%	0%	
15B	Electrical Trades	88%	83%	
16A	Accounting and Other Business Services	67%	57%	⊥
16B	Management	66%	23%	⊥
16C	Office and Clerical	68%	73%	
17A	Computing	59%	52%	⊥
18A	Science and Technical Workers	79%	83%	
19A	ACE	0%	0%	
19B	Adult Literacy/ESL	46%	54%	⊥
19C	Languages	73%	0%	
19D	Miscellaneous	39%	0%	
19E	Targetted Access and Participation Courses	70%	53%	⊥

Table 4: Funding for College Training Profile

Student Curriculum Hours (SCH)	866,000
Teaching Hours (TH)	77,662
Marginal Unit cost (for use in refund calculation)	
Employment Based Training	$10.50
Institutional Based Training	$9.39
Lecturing Staff	
Salaries Funding	$5,871,361
Remote / Regional Loadings	$212,421
Total Funding for Lecturing Staff	**$6,083,782**
Academic Support Staff	
Salaries Funding	$634,513
Remote / Regional Loadings	$20,153
Total Funding for Academic Support Staff	**$654,666**
Program Management Staff	
Salaries Funding	$666,080
Remote / Regional Loadings	$20,251
Total Funding for Program Management	**$686,330**
Non-teaching Staff	
Step 1	$1,288,750
Step 2	$477,625
Step 3	$714,896
Remote / Regional Loadings	$61,969
Total Funding for Non-Teaching Staff	**$2,543,240**

Consumables

Consumables	$390,418
Remote / Regional Loadings	$42,724
Total Funding for Consumables	**$433,142**

Fixed, Indirect and Semi-variable Costs

Fixed Costs	$1,963,405
Indirect Costs	$26,717
Fixed Component of Semi-variable costs	$139,192
Variable Component of Semi-variable costs	$148,158
Lease costs	$43,867
Capped costs	$132,030
Total Funding for Fixed, Indirect and Semi-Variable Costs	**$2,453,370**

Capital-related items

Minor Works	$112,892
Equipment	$176,771
Maintenance	$323,815
Total Funding for Capital-related Items	**$613,478**

Community Service Obligations and Additional Items

Support for Students with Disabilities	$111,506
Indigenous Funding	$310,800
Technology Infrastructure Replacement Strategy	$194,380
Provision for Operating Costs for New centre	$157,500
Duty of Care Funding Allocation	$143,390
Mobile Training Facility	$84,000
GROH	$83,208
Trade Lecturer Salary Funding in Specific Skill Shortage Areas	$82,669
State Training Quality Committee Funding	$74,200
Maintenance of "Master Class" Vessel	$67,752
Project Supervision and Management	$66,000
Funding for a Technician	$60,427
Funding for Travel Allowance	$48,414
School Student Resource Fees	$48,365
AQTF Systems Development and Implementation	$38,176
Once-Off Funding for Special Projects	$30,000
Thin Market Loading for Apprenticeships	$26,042
SAL Coordination Support	$25,000
Funding for Marine Engineer	$20,590
Compaction of salary grades	$20,012
Inland Aquaculture Project	$10,404
Shared Services Savings in Advertising due to web-based job advertising	-$28,000
Shared Services Efficiencies - Salary	-$37,503
Shared Services Efficiencies - phase 1 (Savings from Existing and New Common Use Contracts)	-$43,855
Shared Services Efficiencies - phase 2 (Savings from Existing and New Common Use Contracts)	-$56,094
Shared Services Efficiencies - Non Salary Items	-$63,062
Budget adjustment - travel, advertising and consultants	-$108,196
Retention Funding Adjustment	-$111,612
Efficiency Dividend	-$254,447
Total Funding for CSOs and Additional Items	**$1,000,066**

LESS Tuition Fee Revenue	**-$568,962**
TOTAL FUNDING	**$13,899,112**

Table 5: Funded ASL, Principal Lecturer and Salary Maintenance positions

Lecturer Type	Name	Funding	FTE	Salary
ASL1	Profile proportion of Lecturers Certified Agreement quota		13.70	$966,754
Funding (incl on-cost @ 13.84%)		**$1,100,553**	**13.70**	
ASL2	Profile proportion of Lecturers Certified Agreement quota		6.80	$495,734
Funding (incl on-cost @ 13.84%)		**$564,343**	**6.80**	
PL	Profile proportion of Lecturers Certified Agreement quota		2.60	$197,649
Funding (incl on-cost @ 13.84%)		**$225,004**	**2.60**	

Total Funding (incl on-cost @ 13.84%) **$1,889,900**

Table 6: Industry Groups subject to Hard Ceilings

Industry Group	
01B	Visual and Performing Arts
16B	Management
19B	Adult Literacy/ESL
19D	Miscellaneous

Table 7: Apprenticeships subject to 'thin markets' loading

Apprenticeship
ENGINEERING TRADESPERSON (ELECTRICAL)
CABINET MAKER

Table 8: Special Terms and Conditions Under Clause 28

a) Funds provided for the Technology Infrastructure Replacement Strategy are to be used for the purpose approved by the Department. The Provider is to submit an acquittal statement for the expenditure of these funds each year. A refund will be payable or future funding allocations may be reduced where the acquitted expenditure over two years is less than the funding provided.

b) Delivery relating to the Mid West Football Academy is not part of the ceiling on VET for Government Schools.

c) To support Recognition of Prior Learning (RPL) delivery the Provider will:

• Nominate a single contact point for RPL referrals from the Career Development Centre (CDC). Implementation of the 'One-Stop-Shop / Referral Centre' through the CDC will require a single contact point within each Provider to enable a seamless experience for the applicant and a streamlined RPL process for both the Provider and the CDC;

• Offer candidates referred from the CDC an interview within 10 working days of the referral;

• Ensure that correct coding is used to enable all RPL activity to be captured as RPL

• Aim to grow RPL delivery above the level reported in 2008; and

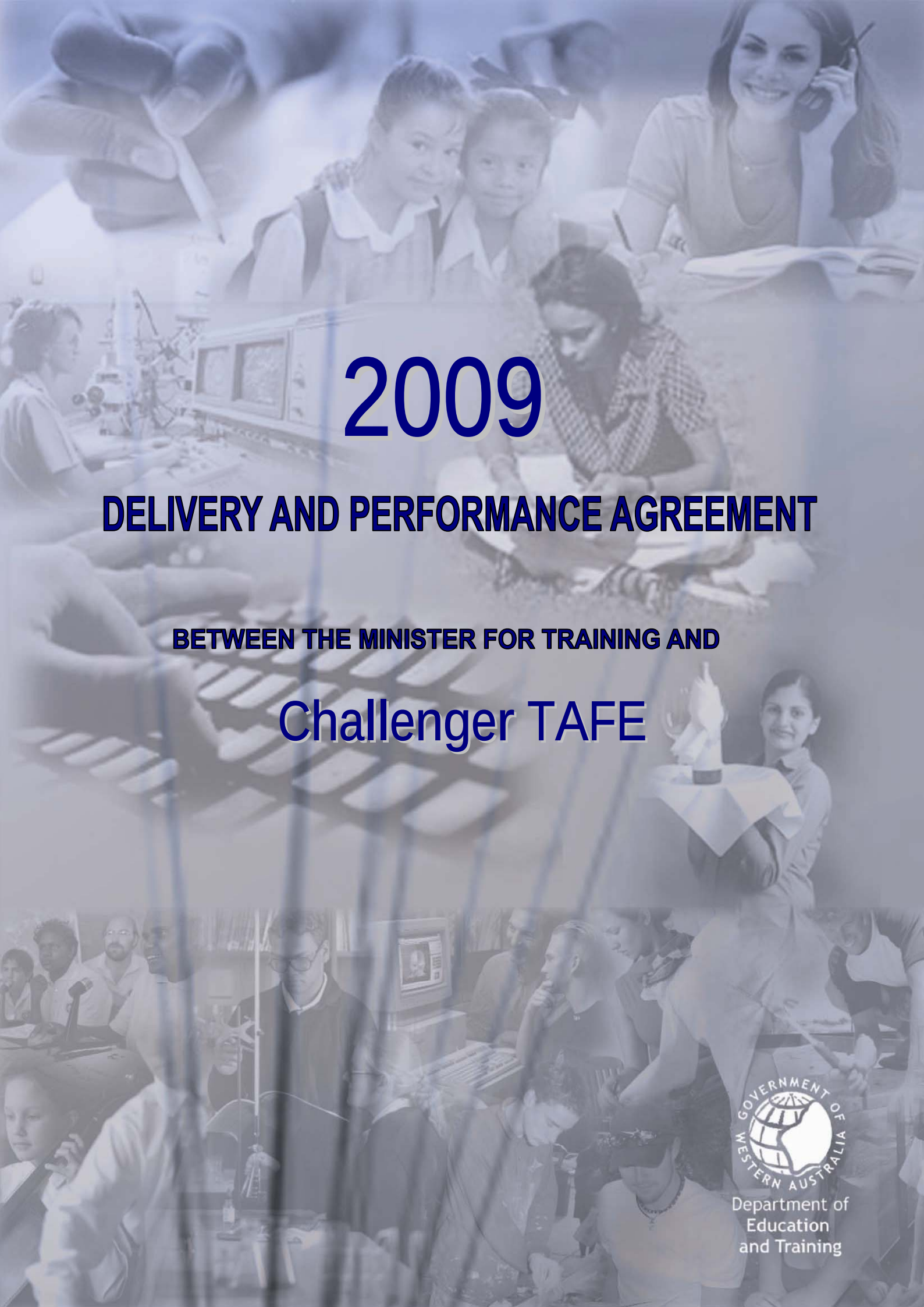
• Increase Scope of Registration for Trade Skills Recognition (TSR).

Table 9: Skill Shortage Matrix

Wadt Group	Apprentices and Trainees	Skill Shortage Institutional	General Institutional	Total SCH
01A Recreation Sports and Entertainment	740	0	13,690	14,430
01B Visual and Performing Arts	0	0	30,577	30,577
01C Design	0	0	0	0
02A Automotive	23,966	0	20,070	44,036
03A Building and Constructions	22,246	0	82,023	104,269
03B Surveying and Building	0	8,470	0	8,470
04A Community Service Workers	3,900	13,285	20,340	37,525
04B Education and Childcare	2,610	19,380	34,170	56,160
04C Health	2,344	21,926	0	24,270
04D Library Workers	0	0	0	0
05A Finance Insurance Property Service Workers	0	0	600	600
06A Food Trades and Processing	600	0	3,980	4,580
07A Clothing Footwear and Soft Furnishings	0	0	3,800	3,800
07B Furniture Manufacture	5,720	0	800	6,520
08A Communications	0	0	0	0
08B Printing & Publishing	0	0	0	0
09A Engineering and Drafting	0	0	0	0
09B Metal and Mining	29,698	0	36,742	66,440
10A Animal Care	0	0	17,300	17,300
10B Forestry, Farming and Landcare	0	10,940	51,668	62,608
10C Fishing	1,100	0	9,785	10,885
10D Horticulture	0	0	9,520	9,520
11A Process Manufacturing	0	0	8,999	8,999
12A Personal Service	7,832	0	19,019	26,851
12B Retail	6,180	0	2,088	8,268
13A Cooking	9,720	0	10,305	20,025
13B Hospitality	3,360	5,450	8,685	17,495
13C Tourism	0	0	2,410	2,410
13D Travel agents	0	0	0	0
14A Transport Trades, Storage and Associated	0	2,400	22,173	24,573
15A Electrical and Electronic Engineering	0	0	0	0
15B Electrical Trades	19,000	0	16,400	35,400
16A Accounting and Other Business Services	0	6,030	12,435	18,465
16B Management	0	2,800	4,840	7,640
16C Office and Clerical	9,340	0	57,265	66,605
17A Computing	0	1,900	24,030	25,930
18A Science and Technical Workers	0	11,793	0	11,793
19A ACE	0	0	0	0
19B Adult Literacy/ESL	0	0	58,292	58,292
19C Languages	0	0	0	0
19D Miscellaneous	0	0	0	0
19E Targetted Access and Participation Courses	2,784	0	28,480	31,264
Total	151,140	104,374	610,486	866,000

Table 10: Benchmarks for Training in Skill Shortage and Other Priority Areas

	2007 Actual	2009 Planned
Employment-based Training (Benchmark: TRS Commencements)		
TRS Commencements	414	403
Student Curriculum Hours	155,107	151,140
Institutional Skill Shortages (Benchmark: Course Enrolments)		
Course Enrolments*	292	321
Student Curriculum Hours*	94,995	104,374
*Note: both years are calculated using the PPP Skill Shortage List		
Indigenous Cert III+		
Course Enrolments	92	91
Indigenous Regional		
Course Enrolments	828	926
Disability		
Course Enrolments	286	344
15-19		
Course Enrolments	1,823	1,554
Certificate IV and Above		
Course Enrolments	475	526
Student Curriculum Hours	138,952	153,810



2009

DELIVERY AND PERFORMANCE AGREEMENT

BETWEEN THE MINISTER FOR TRAINING AND

Challenger TAFE

GOVERNMENT OF WESTERN AUSTRALIA

Department of Education and Training

TABLE OF CONTENTS

SECTION I ABOUT THIS AGREEMENT 3

1. PARTIES 3
2. INTERPRETATION 3
3. TERM OF THIS AGREEMENT 5
4. SCOPE 5

SECTION II SUMMARY OF ROLES 7

5. ROLE OF THE MINISTER 7
6. ROLE OF THE PROVIDER 7

SECTION III TRAINING DELIVERY 8

7. STUDENT SERVICE STANDARDS 8
8. TRAINING PACKAGES 8
9. INABILITY TO PROVIDE TRAINING SERVICES 9
10. TRAINING ARRANGEMENTS 9
11. ACCESS AND EQUITY 10
12. CONFIDENTIALITY 10
13. TRANSFER OF APPRENTICES AND TRAINEES 10
14. RECOGNITION OF PRIOR LEARNING 10

SECTION IV PAYMENT 11

15. PAYMENT FOR TRAINING SERVICES 11
16. ADDITIONAL TRAINING SERVICES 11

SECTION V MEASURING PERFORMANCE 12

17. RECORD-KEEPING 12
18. AUDITS AND MONITORING VISITS 12
19. STUDENT SURVEYS 12
20. INVALID ENROLMENTS (IE) 13
21. CONTRACT PERFORMANCE CRITERIA 13

SECTION VI FINANCIAL MATTERS 15

22. ALTERNATIVE FUNDING 15
23. TAXES 15

SECTION VII ADMINISTRATION OF THIS AGREEMENT 16

24. APPLICABLE LAW 16
25. VARIATIONS 16
26. SEVERABILITY 16
27. WAIVER 16
28. ENTIRE CONTRACT 16
29. COMPLIANCE WITH LAW 16
30. SPECIAL TERMS AND CONDITIONS 16
31. NOTICES 17
32. SIGNATORIES TO THIS AGREEMENT 18

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE 19

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE 21

1. FUNDING 21
2. PAYMENT SCHEDULE 21
3. REFUND 21

SCHEDULE 3 REPORTING REQUIREMENTS 25

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS 26

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS 28

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK 30

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING 31

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY 32

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT 33

SCHEDULE 10 PROVISION OF ADVICE ON VOCATIONAL EDUCATION AND TRAINING NEEDS FOR 2010-2012 34

SECTION I ABOUT THIS AGREEMENT

1. Parties

This is an Agreement between the Minister for Training ("the Minister") and Challenger TAFE ("the Provider").

2. Interpretation

In this Agreement, unless the context indicates otherwise:

a) headings are for reference only;

b) a reference to a person includes a reference to any corporation or entity that is recognised by law;

c) plural words include the singular and vice versa; and

d) the following terms have specific meanings assigned to them:

"Acquittal Certificate" means a document, issued by the Provider, confirming that both the Minister and the Provider have met all of the terms of this Agreement.

"Agreement" means this document, including any Schedules and Variations.

"Apprentice" means an apprentice or 'industrial trainee' registered in Western Australia in accordance with the *Industrial Training Act* 1975 (WA).

"AQTF" means the Australian Quality Training Framework.

"Credit Transfer" means credit granted to a student for a Unit of Competency achieved through participation in another training program.

"Employment based training" or "EBT" means training delivered to an apprentice or trainee.

"End of Study reporting" means the reporting of module and unit enrolments that end in the collection year and therefore have finalised outcomes.

"Enrolment" means participation with an RTO of a student in learning and/or assessment against a Unit of Competency. A complete definition is available in the WA VET Enrolment Data Standard.

"General Institutional" or "GI" means institutional based training in areas other than Skills Shortage Areas.

"GST" means a tax in the nature of a supply or goods and services tax imposed by the Commonwealth of Australia.

"Industry Group" is a classification, determined by the Minister, of the occupation or outcome that a qualification is intended to serve.

"Institutional based training" or "IBT" means training delivery other than training for an apprentice or trainee.

"Invalid Enrolment" or "IE" refers to an enrolment where the Provider cannot provide proof of student participation as required by the appropriate version of the *Western Australian VET Enrolment Data Standard*.

"Minister" means the Minister for Training, a body corporate as constituted under section 7 of the *Vocational Education and Training Act 1996 (WA).* References to the Minister include a reference to authorised officers of the Western Australian Department of Education and Training.

"Module" means a component of an accredited course against which a student is assessed. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"Notice of Arrangement" is an arrangement defined in the *Acts Amendment (Higher School Leaving Age and Related Provisions) Act 2005* under which a person who has not reached the age of 18, is enrolled in full time accredited training, a gazetted course, an approved combination of education, training and/or employment, becomes an apprentice or trainee or engages in other approved employment.

"Provider" means Challenger TAFE.

"Registered Training Organisation" or "RTO" means a training provider registered with the Training Accreditation Council of Western Australia.

"Recognition of prior learning" or "RPL" is an assessment process resulting in the formal recognition of competencies acquired through formal or informal training, work experience and / or life experience.

"Recognition of current competencies" is an assessment process resulting in the confirmation that a student is currently competent in a Unit of Competency previously attained through training and assessment by an RTO.

"Skills Shortage Areas" are the qualifications identified by the Minister as priority for addressing skills shortage occupations. The qualifications in Skills Shortage Areas are identified in the Course Master file.

"Skills Shortage Institutional" or "SSI" means IBT delivery in Skills Shortage Areas.

"Student" means a person who is provided with Training Services under this Agreement.

"Student Curriculum Hours" or "SCH" means the number of enrolments in a Unit of Competency multiplied by a figure recognised by

the Minister as the weight of that Unit of Competency relative to other Units of Competency.

"TAFEWA College" means a College established under the *Vocational Education and Training Act 1996 (WA).*

"Trainee" means a trainee registered in Western Australia in accordance with the *Vocational Education and Training* Act *1996 (WA).*

"Training Arrangement" means an agreement between the Provider and another person to provide some or all of the Training Services in this Agreement.

"Training Package" means an integrated set of nationally endorsed competency standards, assessment Guidelines and Australian Qualifications Framework (AQF) qualifications for a specific industry, industry sector or enterprise.

"Training Services" means the services listed in Schedule 1.

"Unit of Competency" is a component of a training package qualification against which a student is assessed. A Unit of Competency refers to a discrete workplace requirement and includes the knowledge and skills that underpin competency as well as language, literacy and numeracy; and occupational health and safety requirements. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"VET" means Vocational Education and Training.

"VET Level" is a classification, determined by the Minister, which separates Traineeships and Apprenticeships (Employment Based Training) from other delivery (Institutional Based Training) and sub-divides the latter on the basis of Australian Qualification Framework levels.

3. Term of this Agreement

a) The Agreement will conclude on 31 December 2008 or when the Training Services described under Schedule 1 are completed.

b) The Minister may, within twelve months of signing this Agreement, exercise an option to extend this Agreement.

c) The Minister may extend this Agreement on up to two separate occasions, with the maximum period of each extension being one year.

4. Scope

a) Enrolments will only be funded under this Agreement where they meet the criteria in Schedule 1.

b) Unless expressly stated in Schedule 1, the following categories of Enrolments will not be funded under this Agreement:

i enrolments by students whose primary place of residence is not in Western Australia;

ii enrolments by residents of Christmas Island or Cocos Island;

iii enrolments by students who are neither Australian citizens nor permanent residents of Australia, except where the student is a holder of a visa that entitles the student to enrol in training at the fee rates that apply to publicly funded training (as identified in the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*);

iv higher education programs, including University preparation courses (ie programs whose sole or primary aim is to provide entrance to a university course);

v delivery to secondary school students, unless the delivery is under a Notice of Arrangement;

vi IBT delivery in prisons, or to prisoners;

vii programs classified by the Minister as Adult and Community Education;

viii enrolments in programs that are not accredited by the Training Accreditation Council, or which fall outside of the Provider's scope of registration;

ix credit transfers, exemptions, enrolments for recognition of current competency and exam only enrolments.

SECTION II SUMMARY OF ROLES

5. Role of the Minister

The Minister:

a) agrees to provide the funding described in Schedule 2 in accordance with the Payment Schedule described in Schedule 2;

b) will supply the Provider with details of the process for claiming funding under this Agreement; and

c) is only required to provide funding where the Provider meets all of the terms of this Agreement.

6. Role of the Provider

The Provider:

a) agrees to provide the Training Services described in Schedule 1;

b) will meet all relevant requirements of the AQTF, including registration with the Training Accreditation Council;

c) agrees to submit information to the Minister as described in Schedule 3;

d) agrees to meet all of the terms of this Agreement, and of any other Agreements with the Minister;

e) agrees to repay to the Minister any refund as described in Schedule 2;

f) agrees to collect fees from students in accordance with the most current *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*;

g) will comply with the *Apprenticeships and Traineeships Policy Guidelines* (as issued by the Minister from time to time) including the requirements relating to the implementation of Fast Track Apprenticeships, when providing training to apprentices and trainees;

h) will support the requirement for the State to increase the utilization of publicly funded training infrastructure by making training premises available on a commercial basis for purposes that do not conflict with the Provider's vocational education and training purposes;

i) will submit a revised profile plan at course level for the May and September addendum by 1 May 2009 and 18 September 2009 respectively; and

j) will comply with all other relevant policies and guidelines issued by the Minister.

SECTION III TRAINING DELIVERY

7. Student Service Standards

a) For the Training Services described in Schedule 1, the Provider:

i will ensure that students are given appropriate guidance in relation to the selection of units of competency and that meets the students expected outcomes from the program of study;

ii will ensure that training delivery is consistent with Training Package guidelines, including meeting the criteria for the awarding of qualifications;

iii will ensure that the level of resources, including the actual hours of instruction or other supervised learning modes, that is provided to students reflects the content of the program of study and allows for a successful outcome; and

iv will ensure students enrolling in a course of study outside of the normal full-time admissions process comply with the minimum entrance requirements policy.

8. Training Packages

a) Unless otherwise agreed, where:

i a Training Package has been approved for public funding in Western Australia, and

ii the Purchasing Guide (formerly known as Implementation Guide) for the Training Package indicates that the Package covers one or more of the Training Services in Schedule 1,

the Provider must use only qualifications from this Training Package when providing those Training Services to new students.

b) Existing students studying superseded courses should be encouraged to transfer into the equivalent training package qualification as soon as possible. Existing students must be given the option to complete the course or qualification in which they are currently enrolled if transition to the new or equivalent qualification will cause disadvantage in increased nominal hours or cost. New students must be enrolled in the new or equivalent training package qualification within 12 months of final endorsement, provided that a Purchasing Guide is available for implementing the training package. If this requirement cannot be met, approval must be obtained to continue delivering the superseded course or qualification.

9. Inability to Provide Training Services

a) Where the Provider is unable to offer the Training Services described in Schedule 1, the Provider shall:

   i notify the Minister within seven days;

   ii make reasonable efforts to assist students to enrol with an alternative Registered Training Organisation.

b) Where the Provider cannot assist students to enrol with an alternative Registered Training Organisation, the Provider shall notify the Minister within seven days.

c) Where in the opinion of the Minister, the Provider is unlikely to achieve the training targets stated in Schedule 1 by 31 December 2009, the Minister may renegotiate the training targets to reflect targets that can be justified against current enrolments and delivery achieved in previous years.

10. Training Arrangements

a) The Provider may enter into a Training Arrangement, but the Provider remains responsible for ensuring that the terms of this Agreement are met.

b) In particular, the Provider remains responsible for ensuring that the Training Services are delivered in accordance with the AQTF.

c) The terms of a Training Arrangement must be in writing, and must not be inconsistent with this Agreement.

d) The Provider shall pay all costs associated with a Training Arrangement.

e) The Provider shall advise students, prior to the commencement of training services, of the existence of a Training Arrangement.

f) Within fourteen days of signing a Training Arrangement, the Provider shall advise the Minister of:

   i the legal name and business address of the other party to the Training Arrangement; and

   ii the training services covered by the Training Arrangement.

g) Where the other party to the Training Arrangement is a TAFE**WA** College, the Training Arrangement must state that “All delivery covered by this contract is to be reported by the other party to the Department of Education and Training as fee for service activity”.

h) Where the Minister is aware of factors that may affect the capacity of a person to meet their obligations under a Training Arrangement, the Minister may notify the Provider of these factors and / or request an appropriate variation to this Agreement.

11. Access and Equity

a) In providing Training Services, the Provider:

i shall comply with the relevant State and Federal Government anti-discrimination legislation including the *Disability Discrimination Act Education Standards 2005*;

ii shall not use sexist, racist or other language which offends community standards;

iii shall ensure that the learning environment is free from harassment or victimisation;

iv shall not use or promote cultural, racial, disability or gender based stereotypes;

v shall ensure that programs and appropriate venues are accessible to all students; and

vi shall ensure that students are provided with additional support services where required.

12. Confidentiality

a) Unless the Minister provides approval in writing, the Provider may not disclose information acquired in connection with this Agreement to any person.

b) In particular, the Provider shall establish procedures to ensure the confidentiality of all information relating to its students.

c) The Provider shall ensure that its employees, agents and contractors also meet the terms of this clause.

13. Transfer of Apprentices and Trainees

a) The Minister must approve the transfer of an apprentice or trainee between RTOs.

b) In cases where an apprentice or trainee transfers to the Provider, the Minister will not fund the Provider under this Agreement for units of competency that have previously been completed and a statement of attainment has been issued by an RTO.

c) The Provider will comply with procedures for transferring apprentices and trainees that are published by the Minister from time to time.

14. Recognition of Prior Learning

a) Recognition of prior learning must be offered to all (individuals, clients, students, participants) upon enrolment and prior to commencement of formal training delivery. Providers must be able to demonstrate that they

have undertaken processes to encourage the uptake of, and to streamline the delivery of RPL.

SECTION IV PAYMENT

15. Payment for Training Services

a) The Minister will make payments to the Provider, following the process contained in Schedule 2.

b) The Minister may, at any time and without notice, vary the process for making payments contained in Schedule 2.

c) Where the Provider does not meet the terms of this Agreement, the Minister may withhold any funding that would otherwise be payable.

d) Where the Provider owes money to the Minister under a separate Agreement, the Minister may offset this against the amount payable for this Agreement.

e) The Minister will conduct a reconciliation of payments at the end of this Agreement.

f) If, at any time, an overpayment is identified, the Minister shall supply the Provider with an invoice for the amount of the overpayment. The Provider shall repay this amount to the Minister within thirty days.

g) If, at any time, an underpayment is identified, the Minister shall pay this amount to the Provider within thirty days.

16. Additional Training Services

a) Training targets, conditions and funding for additional training services (other than the training services defined in Schedule 1) may be defined in additional schedules to this Agreement.

b) Each category of Training Services will be treated separately for funding, reporting and enrolment purposes.

SECTION V MEASURING PERFORMANCE

17. Record-keeping

a) The Provider shall keep all financial, enrolment and assessment records related to this Agreement in a way that will enable them to be conveniently inspected by the Minister or the Minister's nominee.

b) The Provider shall keep accounting records that allow income related to this Agreement to be identified separately.

c) The Provider shall keep all financial, enrolment and assessment documentation for at least twelve months from the expiry of this Agreement. Under the AQTF, some documents will need to be kept for longer than twelve months.

18. Audits and Monitoring Visits

a) For the purposes of assessing compliance with both the AQTF and the terms of this Agreement, upon giving reasonable notice, the Minister or the Minister's nominee may:

i inspect any records under the Provider's control that relate to this Agreement;

ii inspect the premises used for provision of training services; and

iii meet with the employees, agents, contractors and students of the Provider.

b) Unless otherwise agreed between the Minister and the Provider, audits and monitoring visits will take place during business hours.

c) The Provider shall make every effort to assist the Minister or the Minister's delegate to carry out an audit or monitoring visit.

19. Student Surveys

The Minister or the Minister's nominee may conduct surveys of the students being provided with Training Services under this Agreement.

a) The Provider will supply the Minister with information necessary to effectively conduct a student survey.

b) The Minister may publish the results of student surveys, provided that information is not disclosed that would identify individual students.

20. Invalid Enrolments (IE)

a) Upon request from the Minister, the Provider shall provide evidence to prove student participation in each Enrolment for which funding was claimed.

b) Proof of student participation shall meet the standards contained in the appropriate *Western Australian VET Enrolment Data Standard* version.

c) Proof of student participation shall be retained for at least twelve months, as required by clause 17.

d) Where student participation cannot be substantiated, the Minister may adjust the funding payable under Schedule 2.

21. Contract Performance Criteria

a) The Minister may use the Contract Performance Criteria – Quality of Training, Access and Participation, Outcomes Achieved, and Contract Management - when deciding whether to extend this Agreement, vary this Agreement, and / or enter into future Agreements with the Provider.

b) In assessing 'Quality of Training', the Minister may consider the following factors:

i the outcomes of monitoring visits;

ii feedback from student surveys;

iii for delivery to Apprentices and Trainees, feedback from employer surveys;

iv compliance with the AQTF;

v compliance with relevant policies issued by the Minister; and

vi complaints received from the Provider's students.

c) In assessing 'Access and Participation', the Minister may consider the following factors:

i the proportion of students from equity target groups relative to the proportion these groups represent in the general population; and

ii the profile of enrolments by students from equity target groups across industry groups, qualification levels and employment and institutional based pathways.

d) Equity target groups may be identified by the Minister from time to time and include students from the following groups:

i Indigenous students;

ii Students with a disability;

iii Youth (15 to 19 years);

iv Mature age students (over 45 years)

v Students of diverse cultural and linguistic background; and

vi Women

e) In assessing 'Outcomes Achieved', the Minister may consider the following factors:

i the proportion of students successfully completing each Unit of Competency;

ii the proportion of students successfully completing qualifications at certificate III or above;

iii the proportion of students progressing to further study or employment; and

iv the proportion of students achieving a qualification.

These outcomes will be assessed for the student population as a whole, and for targeted access groups within that population.

f) In assessing 'Contract Management', the Minister may consider the following factors:

i the timeliness of reporting by the Provider including the resulting of all enrolments within seven (7) weeks of the expiry of the enrolment activity end date;

ii the maximization of response rates in reporting, to properly allocate students to correct access and participation groups;

iii proportion of claims for payment with errors identified;

iv proportion of Invalid Enrolments (IE) identified;

v the actual level of training delivery compared to the contracted level of training delivery described in Schedule 1;

vi the actual level of training delivery compared to the benchmarks for priority areas of delivery stated in Schedule 1; and

vii the timeliness with which contractual documents are returned to the Minister.

SECTION VI FINANCIAL MATTERS

22. Alternative funding

a) The Provider confirms that, other than the funds provided in this Agreement, it has not received funding for the delivery to be reported under this Agreement.

b) The Provider shall notify the Minister within fourteen days if it secures funding (either in full or in part) for the delivery to be reported under this Agreement.

c) Upon receiving this notification, the Minister may change the amount payable to the Provider under Schedule 2.

23. Taxes

a) The funding in this Agreement is exclusive of GST.

b) In the event that GST is payable on services provided under this Agreement, the GST will be paid by the Minister upon presentation of a valid Tax Invoice.

c) All other taxes, duties and charges shall be paid by the Provider.

SECTION VII ADMINISTRATION OF THIS AGREEMENT

24. Applicable Law

This Agreement is governed by the law of Western Australia.

25. Variations

a) This Agreement may be varied at any time by a signed written agreement between the Minister and the Provider.

b) In deciding whether to agree to a proposed variation, the Minister will have regard to the Contract Performance Criteria described in clause 21.

26. Severability

Where any part of this Agreement is not enforceable (for whatever reason), it does not form part of the Agreement. All other parts of the Agreement will remain in full force.

27. Waiver

a) A waiver of a party's rights under this Agreement must be in writing and signed by that party.

b) A waiver by a party shall not affect that party's rights in respect of any subsequent breach of the Agreement.

28. Entire Contract

The contract between the Minister and the Provider is contained in this Agreement. No other written or verbal arrangement between the parties will be read into this Agreement.

29. Compliance with Law

In carrying out its duties under this Agreement, the Provider must comply with all applicable laws including the *Working With Children (Criminal Record Checking) Act 2004*.

30. Special Terms and Conditions

Special terms and conditions that apply to this Agreement are stated in Table 8.

31. Notices

a) Notices associated with this Agreement must be in writing and delivered to the following addresses:

i To the Minister

Director
Training Resource Allocation
Western Australian Department of Education and Training
Level 2, 151 Royal Street
EAST PERTH WA 6004
fax: (08) 9264 4281

ii To the Provider

Managing Director
Challenger TAFE
1 Fleet Street
FREMANTLE WA 6160

b) Either party may change its contact details by providing a notice in writing to the other party.

c) A notice will be considered to have been received:

i two days after being placed in the mail with postage paid;

ii if the notice is being served personally, at the time that the notice was presented;

iii if the notice is being transmitted by fax, at the time that the whole notice has been transmitted from the sending machine and the answer back of the receiving machine has been received; and

iv if the notice is being transmitted by email, one hour after the correctly addressed email was sent.

32. Signatories to this Agreement

Signed on behalf of the Minister for Training by

SIMON WALKER

EXECUTIVE DIRECTOR

PLANNING AND RESOURCES

DEPARTMENT OF EDUCATION AND TRAINING

Acting under delegated authority pursuant to Section 10 of the *Vocational Education and Training Act 1996* in the presence of

Witnessed by: *(Sign)* **Name:** *(Please Print)* **Office**

The Common seal of Challenger TAFE was affixed to this document in the presence of

Chair/Deputy Chai of the College Council r
Date

Witnessed by member: *(Sign)* **Name:** *(Please Print)*

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE

1. This Schedule describes the College Training Profile as per Section 42 of the *Vocational Education and Training Act 1996 (WA)*.

2. This Agreement, so far as it relates to the College Training Profile, constitutes a Resource Agreement as per Section 5 of the *Vocational Education and Training Act 1996 (WA)*.

3. The College Training Profile shall be treated as separate from other Training Services detailed in this Agreement.

4. The College Profile Matrix in Table 1 sets out the delivery targets (expressed in Student Curriculum Hours) for each combination of Industry Group and VET Level.

5. The College Training Profile is also presented as a Skills Shortage Matrix in Table 9 which identifies for each Industry Group the delivery targets for:

   - Employment based training;
   - Skills Shortage Institutional training; and
   - General Institutional training.

6. Activity benchmarks relating to the following State and Commonwealth priorities are stated in Table 10. The Minister may use these benchmarks as Contract Performance Criteria for the purpose of clause 21:

   - Employment Based Training commencements;
   - Skills Shortage Institutional training;
   - training places for people with a disability;
   - training places in regional and remote locations for Indigenous Australians;
   - participation by Indigenous Australians at Certificate III level or higher;
   - training places for 15 to 19 years old students; and
   - training at certificate IV and above.

7. The permissible levels of VET for government schools, VET for non-government schools, prisons delivery and delivery in certificate I and below courses are set out in Table 2. The delivery of VET for government schools and non-government schools will be in accordance with the protocol set out in Schedule 4.

8. The delivery of School Based Traineeships and Apprenticeships will be in accordance with the protocol set out in Schedule 5.

9. The delivery of the School Apprenticeship Link program will be in accordance with the protocol set out in Schedule 6.

10. Training services for Recognition of Prior Learning will be delivered and funded in accordance with the policy set out in Schedule 7.

11. Unless prior approval is given by the Minister, the Provider must offer all Apprenticeship programs that it has offered in previous years.

12. The Module Load Completion Rate (MLCR) Matrix is contained in Table 3. The Minister may use the MLCR as a Contract Performance Criteria for the purpose of clause 21. The method of calculating MLCR is defined in the 2009 – 2011 College Planning Guidelines.

13. The delivery of training to prisoners will be in accordance with the protocol set out in Schedule 8.

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE

1. Funding

a) Table 4 details the funding to be provided by the Minister for the delivery of the College Training Profile.

b) The basis of funding Advance Skill Lecturer, Principal Lecturer and Salary Maintenance staff is listed in Table 5.

c) No funding will be provided by the Department of Treasury and Finance to cover the cost of the 27th pay that will occur in 2015. Providers should ensure that appropriate provision is made in the preceding years to cover the cost of the additional pay when it falls due.

2. Payment schedule

a) Subject to the Provider meeting all of the terms in this Agreement, the Minister will pay the Provider in fortnightly disbursements in accordance with a schedule issued by the Minister.

b) The Provider's refund liability will be determined in the second quarter of 2010.

c) If a refund is payable, the Provider will pay the refund by the date stated on an invoice supplied by the Minister.

3. Refund

a) Where the Provider fails to meet the targets in Schedule 1, a refund will be payable to the Minister. In specific circumstances detailed below a credit may be payable to the Provider. The Total Refund is calculated as follows:

Total Refund	=	Refund for EBT, Skills Shortage Institutional and General Institutional
	Plus or Minus	Additional Items Refund or Credit
	Plus or Minus	Fees Refund or Credit
	Minus	EBT Credit
	Minus	Skills Shortage Credit

The Provider is not eligible for additional funding where the EBT and Skills Shortage Credits are greater than the other refund items payable by the Provider.

The following clauses explain the components of the refund calculation.

b) The refund will be calculated separately for each of the following categories of delivery:

- EBT;
- Skills Shortage Institutional (SSI); and
- General Institutional (GI).

The Skills Shortage Matrix (Table 9) defines the **Target SCH** for each of these categories of delivery.

c) The refund for EBT, SSI and GI is calculated as follows:

i **Reported SCH** is sourced from the Provider's final enrolment statistics data submission on an end of study basis. This is determined from the AVETMISS data collection in accordance with the following criteria:

- Fund source Id – State = 10;
- Enrolment category Id = C or S;
- Outcome identifier not 53, 54, 60 or 70; and
- Enrolment activity end date between 1 January 2009 and 31 December 2009;

ii **Validated SCH** are determined by reducing Reported SCH by that portion of the Provider's Invalid Enrolment (IE) rate in excess of three percent;

iii **Funded SCH** are determined by reducing Validated SCH for any delivery that exceeds the agreed tolerances for profile management (see below);

iv **Shortfall SCH** is determined by subtracting Funded SCH from Target SCH; and

v A **Shortfall Refund** is calculated for each category of delivery as: **Shortfall SCH x Unit cost.**

d) The Unit Cost for EBT delivery and IBT delivery is stated in Table 4.

e) Funded SCH for EBT is calculated by assessing the Provider's total Validated SCH for EBT against the Provider's total Target SCH for EBT. The following rules apply to the calculation of Funded SCH for EBT delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for EBT delivery above the Target SCH will create an **EBT Credit** calculated on the Unit Cost for Employment Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

f) Funded SCH for Skills Shortage Institutional is calculated by assessing the Provider's total Validated SCH for Skills Shortage Institutional against

the Provider's total Target SCH for Skills Shortage Institutional. The following rules apply to the calculation of Funded SCH for Skills Shortage Institutional delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for Skills Shortage Institutional delivery above the Target SCH will create a **Skills Shortage Credit** calculated on the Unit Cost for Institutional Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

g) Funded SCH for General Institutional is calculated by assessing the Provider's Validated SCH for General Institutional in each Industry Group against the Target SCH for General Institutional.

h) The following General Institutional SCH are excluded from Funded SCH for General Institutional:

i Any Validated SCH above 500 SCH for an Industry Group which contains no Institutional target;

ii Any Validated SCH above the target for General Institutional training in an Industry Group that is subject to a 'hard' ceiling as set out in Table 6;

iii Any Validated SCH above the target for General Institutional training in certificate I and below courses as set out in Table 2; and

iv Any Validated SCH in Industry Groups without a 'hard' ceiling, where delivery exceeds the target for General Institutional by more than 20,000 SCH.

i) An **Additional Items Refund** is calculated on each of the following:

i VET for government schools IBT delivery above the level stated in Table 2;

ii VET for non-government schools IBT delivery above the level stated in Table 2;

iii VET for government or non-government school students IBT delivery in courses and qualifications excluded from this delivery under the protocol in Schedule 4;

iv IBT delivery to prisoners above the level stated in Table 2;

v Funding provided for GROH housing in excess of actual expenditure acquitted by the Provider; and

vi Funding provided for specific projects in excess of actual expenditure acquitted by the Provider.

j) An adjustment is made to the Additional Items Refund to ensure that this refund is not calculated on SCH that has been excluded from Funded SCH under sub clause 3 h).

k) The Additional Items Refund may include funds provided for maintenance, minor works, equipment and the Technology Infrastructure Replacement Strategy in excess of the actual expenditure acquitted by the Provider against approved expenditures;

l) An Additional Items Credit will apply if funding provided for GROH housing is less than actual expenditure acquitted by the Provider.

m) A Fees Refund is calculated as the funding for resource fees associated with delivery to school students in excess of the funding justified against the SCH delivered in accordance with this Agreement.

n) A Fees Credit will apply if the funding for resource fees associated with delivery to school students is less than the funding justified against the SCH delivered in accordance with this Agreement.

o) A Refund will be calculated for Certificate IV and above traineeship training for students registered as Productivity Places Existing Worker Trainees on the Training Record System. The Refund will be calculated by comparing the profile funding for this delivery with the Claimable Funding calculated as follows:

   i Validated SCH for each Industry Group is multiplied by the relevant funding rate (as issued by the Minister) for Productivity Places Existing Worker Traineeship training to determine Claimable Funds; and

   ii An Additional Items Refund is calculated as the profile funding that is in excess of the Claimable Funds.

SCHEDULE 3 REPORTING REQUIREMENTS

On the following dates, the Provider will supply the Minister with data files that meet the requirements of the current version of the *Western Australian VET Enrolment Data Standard.*

College Training Profile Reporting Requirements

2009		
Date	**Status**	**Files Required**
16 January 2009	Preliminary reporting point for full year 2008 collection	Full set of validated NAT files (NAT00010 – NAT00130)
20 February 2009	Final formal reporting point (full year 2008) including all module outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)
17 April 2009	First Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
7 August 2009	Second Monitoring Point (Mid-Year) for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
6 November 2009	Third Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
2010		
15 January 2010	Preliminary Reporting Point for full year 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
19 February 2010	Final formal reporting point for 2009 including all outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)

When submitting these files, the Provider will confirm in writing that all records are accurate.

Where the Provider uses the College Management Information System (CMIS), they shall be entitled to the same set of services as currently provided to all providers in the TAFE**WA** College Network.

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS

The aim of this protocol is to ensure the most efficient and effective use of public resources in the implementation of the VET in schools initiative. The Refund provisions in Schedule 2 identify the circumstances where a refund is payable for a breach of this protocol.

VET in Schools programs allow students studying towards the Western Australian Certificate of Education to gain a partial or complete VET qualification. Profile funded VET in schools is a targeted program that aims to enhance existing VET in Schools delivery by providing:

- a pathway to higher level qualifications;
- training that is not within the scope of registration of an RTO school; and/or
- access to equipment and expertise not available in the school context.

Profile funded VET in schools is available for both government and non-government schools subject to the following conditions:

VET in government schools

Profile funding for VET in government schools is subject to the following conditions:

a) the students must be enrolled at a government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training effort is consistent with:
- the strategic priorities as outlined in the State Training Profile; and
- Education District planning priorities;

g) VET in government schools is not to include delivery in courses or qualifications classified in the industry groups 19A to 19E. However, delivery in the following qualifications is permitted:
- Certificate of Applied Vocational Study Skills (CAVSS) provided the delivery is in accordance with the CAVSS Protocol; and
- Certificate I in Leadership Development;

h) VET in government schools is not to include delivery at certificate I in the following industry groups;

16A Accounting and Other Business Services;
16C Office and Clerical; and
17A Computing.

VET in non-government schools

Profile funding for VET in non-government schools is subject to the following conditions:

a) the students must be enrolled at a non-government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in non-government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training delivery is in accordance with a plan of courses or qualifications submitted by the Provider and approved by the Minister. The training is to relate to skills shortage areas.

Reporting VET in schools

Note that delivery within the following categories is not included in the ceiling on VET in government and non-government schools:

- School Based Apprenticeships and Traineeships (SBA and SBT);
- School Apprenticeship Link (SAL) delivery; and
- delivery to a student enrolled under a Notice of Arrangement is not VET in Schools because the student has "left" school.

Profile funded VET in schools delivery should be included in the Provider's profile funded training and reported via AVETMISS and student enrolments must be flagged as VET in Schools enrolments as follows:

Type of Student:	VET for Schools
Training type:	O
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	Yes

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

No fees or charges, including resource, tuition and enrolment fees are to be applied to students enrolled in profile funded VET in Schools (Refer to the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*).

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS

School-based Apprenticeships and Traineeships provide an opportunity for full time secondary students enrolled in school to begin preparing themselves for a career. They allow students studying towards the Western Australian Certificate of Education to gain a nationally recognised vocational education and training qualification.

Public funding for School-based Apprenticeships and Traineeships training:

- may be utilised for the component of training delivered and assessed by the Provider;
- is available to students enrolled in both government and non-government schools;
- is to be achieved within the overall bottom line employment based delivery targets established for the Provider; and
- must be in accordance with the Guidelines and Working Principles for School-based Apprenticeships and Traineeships in Western Australia and the Apprenticeship and Traineeship Policy Guidelines.

School-based Apprenticeship and Traineeship delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be coded as follows:

Type of Student:	School based apprenticeship
Training type:	A
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

Type of Student:	School based traineeship
Training type:	T
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

** Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource, tuition and enrolment fees, are to be applied to students enrolling in School Based Apprenticeships and Traineeships.

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK

The School Apprenticeship Link (SAL) program supports the achievement of the Government's targets for employment based training and school retention. The approach is aimed at increasing young people's participation in education, employment and training and in particular in achieving a successful transition from school to an apprenticeship.

SAL is a school-based transition program delivered by a RTO and available for students in Years 11 and 12. There are two SAL options in various trades; a two semester family of trades program and a three semester trade specific pre-apprenticeship.

The SAL Family of Trades model allows students to experience a range of trades within an industry to assist them in making an informed choice when selecting their apprenticeship.

The SAL Pre-Apprenticeship model accommodates students who are clear on the trade they want to undertake and provides for direct credit on entry into an apprenticeship. SAL Pre-Apprenticeships are identical to mainstream pre-apprenticeships.

SAL placements funded at each college are determined by the Department. The Department allocates funded places for both Government and non-Government schools. Providers must seek approval from the Department for any change in the number of SAL places.

Profile funded SAL delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be codes as follows:

Type of Student:	School apprenticeship link
Course	Appropriate SAL qualification
Training type:	P
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource and course fees are to be applied to students enrolled in profile funded SAL programs.

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING

This policy applies to all publicly funded RPL assessments.

Policy:

1. The Minister will fund the student curriculum hours (SCH) associated with RPL assessments at the same rate as other forms of training delivery.
2. Excessive reporting of Unsuccessful RPL will be monitored and, if necessary, funding constraints may be applied to future Delivery and Performance Agreements.
3. The SCH associated with the RPL assessments for any one client each semester should not exceed the SCH required for a full qualification. RPL reported for each client will be monitored and funding constraints may be applied to future Delivery and Performance Agreements where excessive RPL has been reported for a client.
4. Fee for Service arrangements should be established where the aim of a RPL process is to:
   a) prepare school teachers to deliver VET qualifications; or
   b) assess the competencies of a government employee, where those competencies form part of the government agency's conditions of employment, or are a requirement for promotion.

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY

In support of the National Strategy for Vocational Education and Training for Adult Prisoners and Offenders in Australia, the Department of Corrective Services (DCS) and the Department of Education and Training, in liaison with Providers, are developing a joint planning process and standard protocols for prison based delivery. The aim is to establish a framework for the provision of high standard vocational education and training for offenders in WA prisons.

As an initial step in the on-going process of developing cooperative working arrangements between Providers and the DCS, the following protocols will apply in 2009:

- The Provider will develop planned prison delivery in consultation with DCS;
- The Provider will work with DCS in the development of mutually agreed business rules for delivery in a prison. Once agreed, these business rules will form the basis of a memorandum of understanding between the Provider and DCS;
- The Provider will keep DCS informed of the actual delivery through regular reports and meetings; and
- The Provider gives permission for the Department releasing information to DCS on the Provider's actual and planned delivery across all years associated with prisoners. Such information is not to include individual student information.

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT

This protocol provides a basis for the use and evaluation of professional development (PD) funded through the STQC program. STQC funded PD activities must be additional to core PD activities.

The Minister will provide the STQC funding as identified in Table 4, subject to the submission of an acceptable PD Plan. The provider will be required to repay any STQC funds that have not been spent on approved PD activities.

The purpose of these guidelines is:

- To provide information on the requirements and content of the annual PD Plan and report to be submitted to the VET Programs and Development Branch of the Department for STQC funded PD activities.
- To ensure there is a strong focus on teaching, learning and assessment of lecturers, it will be necessary to develop strategies for the maximum number of practitioners to benefit from the funding recognising that there is a mutual responsibility for colleges to provide opportunities for PD.
- To ensure there is clear evidence in the reporting process that learning and development activities are producing measurable improvements in the quality of teaching, learning and assessment in TAFEWA

Requirements

The Provider shall develop, submit and implement an annual PD Plan that;

- aligns with STQC's key directions for the current calendar year. These directions will be supplied by the VET Programs and Development Branch of the Department.
- demonstrates how STQC funding is providing PD opportunities over and above existing and on-going PD.
- Clearly identifies:
    - programs/initiatives/projects/courses funded by STQC which will take place
    - how PD activities will be organised
    - how the success of the activities will be monitored and measured with evidence of improved teaching, learning and assessment practices.

The Provider shall submit an annual report for the calendar year that includes;

- details of the programs/ initiatives/projects/ courses funded by STQC with a demonstration of how this funding provided PD support over and above on-going PD
- an evaluation, including performance indicators, of the effectiveness of the STQC funding support, and if appropriate a rationale for adjustments to original plan
- an acquittal statement of how the funds have been allocated, signed by the Managing Director, showing funds expended on the program in the annual PD Plan.

TIMELINE

Submit PD Plan	Last Friday in February
Submit annual report	First Friday in December

SCHEDULE 10 PROVISION OF ADVICE ON VOCATIONAL EDUCATION AND TRAINING NEEDS FOR 2010-2012

The Department will fund the Provider for the provision of advice on regional training needs. The information provided is used by the Department to:

- provide input to the State Training Plan;
- identify new and emerging regional training needs and opportunities and the Provider's response;
- identify regional developments at community and industry level that are producing challenges that cannot be met by the Provider due to resource or capability constraints;
- identify training opportunities that would be better addressed through other funding programs; and
- respond to requests for advice, both from within and outside the Department.

Funding

Funding of $30,000 will be paid to the Provider in 2009 for the provision of VET advice relevant to the Peel region:

The information and advice required by the Department is outlined below. Funding will be paid in fortnightly installments.

The Department reserves the right to suspend fortnightly payments if the information is not provided by Friday 15 May 2009 or is of a standard that is not considered acceptable (for example, information is insufficient, inadequate, unusable or unreliable).

The Provider may also be required to repay any funds that have not been fully expended for the approved purpose by 31 December 2009.

Report Format and Timelines

The Department will provide a template for the provision of the regional advice identified below. Information should be submitted electronically.

The Provider is required to submit the required information by Friday 15 May 2009.

The Department may seek clarification in relation to various aspects of the information supplied by the Provider.

THEMES	INFORMATION TO BE INCLUDED
1. Strategic priorities of the Provider	a) Identify the College's medium to long term strategic directions and priorities. b) Identify how the College's medium to long term strategy directions and priorities are aligned or consistent with priorities identified by the State Training Board. c) Identify key actions to address the Colleges' medium to long term strategic directions and priorities.
2. Key community developments	a) Identify key community developments impacting on the region, such as demographic changes, changes in population distribution, trends in employment or unemployment. b) Identify the College's current or planned response to key community developments identified in 2(a).
3. Key regional developments	a) Identify key regional developments (e.g. new resource and construction projects), companies involved, and specific location. b) Identify the College's current or planned response to key regional developments identified in 3(a). Please include reference to partnerships with companies, schools, RTOs or Government agencies, where relevant.
4. Indigenous engagement, training and employment	a) Identify current programs available in the region to support Indigenous people in their transition from school to training to employment (including initiatives associated with retention, completion and progression to higher level qualifications). b) Identify new programs, initiatives or opportunities either planned or required to support Indigenous students and improve their transition from school to training to employment and achievement of higher level qualifications.
5. Current skill shortages	a) Identify current key skill shortages in the region by occupation and the qualification relevant to each skill or occupational shortage. b) Identify any specific programs or initiatives identified or required by the College to respond to current key skills shortages identified in 5(a).
6. Training needs that the Provider is having difficulty meeting	a) Identify any training needs the College is having difficulty meeting (e.g. these needs may relate to community or regional developments, specific qualifications, occupations or other issues such as the needs of specific disadvantaged groups, VET in Schools, Indigenous delivery and support, RPL, retention and completion issues, delivery of apprenticeships and higher level qualifications, training for existing workers). b) Identify any issues (such as staffing or

	infrastructure) that are affecting the College's capacity to respond to the training needs identified in 6(a).
7. Key challenges faced by the region in terms of the availability and provision of skills in the future	Identify the challenges faced by the region in the future in terms of ensuring a supply of appropriately skilled workers.
8. Growth in demand for VET	Identify occupations where the demand for VET is expected to increase over the next three years.
9. Falling demand for VET	Identify occupations when the demand for VET is likely to decline over the next three years.
10. Factors affecting delivery in remote locations	a) Identify difficulties associated with responding to training requirements in the region's remote locations. b) Identify actual or planned initiatives that have been developed or identified in response to the difficulties identified in 10(a).

Other Reports

From time to time throughout 2009 the Department may require advice on regional training needs in response to requests for specific information or to assist in the development of system-wide responses to training issues.

Report Submission and Contact Details

The report should submitted to the following email address: janina.conner@det.wa.edu.au.

Further information is available from Dr Janina Conner, telephone 9264 4544.

Table 1: College Profile Matrix (All Delivery)

Industry Group		*Apprentices and trainees*	*Certificate I and II*	*Certificate III and IV*	*Diploma+*	*Total*
01A	Recreation Sports and Entertainment	0	33,600	54,112	0	**87,712**
01B	Visual and Performing Arts	0	13,353	39,108	0	**52,461**
01C	Design	0	0	0	0	**0**
02A	Automotive	58,320	69,076	27,360	0	**154,756**
03A	Building and Constructions	142,512	131,760	0	0	**274,272**
03B	Surveying and Building	0	0	23,400	0	**23,400**
04A	Community Service Workers	0	0	173,885	34,560	**208,445**
04B	Education and Childcare	4,400	0	178,122	14,420	**196,942**
04C	Health	0	0	16,308	97,072	**113,380**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	7,760	4,360	24,750	0	**36,870**
06A	Food Trades and Processing	800	11,760	250	0	**12,810**
07A	Clothing Footwear and Soft Furnishings	1,050	3,760	25,490	14,450	**44,750**
07B	Furniture Manufacture	0	0	0	0	**0**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	3,456	0	48,484	105,080	**157,020**
09B	Metal and Mining	226,576	84,284	2,560	0	**313,420**
10A	Animal Care	714	0	42,882	0	**43,596**
10B	Forestry, Farming and Landcare	13,460	32,228	79,687	10,264	**135,639**
10C	Fishing	0	26,780	1,600	0	**28,380**
10D	Horticulture	66,542	47,654	66,141	16,118	**196,455**
11A	Process Manufacturing	41,350	51,690	41,600	5,250	**139,890**
12A	Personal Service	71,501	23,160	74,256	0	**168,917**
12B	Retail	10,351	23,156	9,900	0	**43,407**
13A	Cooking	28,817	4,082	16,575	0	**49,474**
13B	Hospitality	7,580	10,125	62,068	13,600	**93,373**
13C	Tourism	0	4,800	31,928	10,800	**47,528**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	14,300	18,760	83,900	107,440	**224,400**
15A	Electrical and Electronic Engineering	0	0	31,080	54,400	**85,480**
15B	Electrical Trades	124,912	33,360	0	0	**158,272**
16A	Accounting and Other Business Services	5,760	0	100,640	24,000	**130,400**
16B	Management	839	42,440	72,390	15,730	**131,399**
16C	Office and Clerical	12,730	89,320	80,330	0	**182,380**
17A	Computing	3,560	0	147,492	22,180	**173,232**
18A	Science and Technical Workers	10,400	2,250	59,253	35,488	**107,391**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	143,720	14,400	0	**158,120**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	219,115	0	0	**219,115**
	Total	**857,690**	**1,124,593**	**1,629,951**	**580,852**	**4,193,086**

College Profile Matrix (Metropolitan)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	0	32,000	54,112	0	**86,112**
01B	Visual and Performing Arts	0	9,828	31,348	0	**41,176**
01C	Design	0	0	0	0	**0**
02A	Automotive	58,320	44,456	27,360	0	**130,136**
03A	Building and Constructions	102,320	99,368	0	0	**201,688**
03B	Surveying and Building	0	0	15,400	0	**15,400**
04A	Community Service Workers	0	0	97,555	17,280	**114,835**
04B	Education and Childcare	4,400	0	133,816	13,390	**151,606**
04C	Health	0	0	16,308	97,072	**113,380**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	5,000	4,360	6,750	0	**16,110**
06A	Food Trades and Processing	800	7,680	250	0	**8,730**
07A	Clothing Footwear and Soft Furnishings	1,050	3,760	25,490	14,450	**44,750**
07B	Furniture Manufacture	0	0	0	0	**0**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	3,456	0	48,484	105,080	**157,020**
09B	Metal and Mining	226,576	53,724	2,560	0	**282,860**
10A	Animal Care	357	0	23,232	0	**23,589**
10B	Forestry, Farming and Landcare	13,460	20,128	76,767	10,264	**120,619**
10C	Fishing	0	20,240	1,600	0	**21,840**
10D	Horticulture	66,542	40,484	62,529	16,118	**185,673**
11A	Process Manufacturing	41,350	51,690	41,600	5,250	**139,890**
12A	Personal Service	71,501	12,836	56,826	0	**141,163**
12B	Retail	5,501	17,510	9,900	0	**32,911**
13A	Cooking	24,761	2,714	11,050	0	**38,525**
13B	Hospitality	7,210	10,125	47,420	13,600	**78,355**
13C	Tourism	0	0	16,970	5,400	**22,370**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	14,300	11,380	83,900	107,440	**217,020**
15A	Electrical and Electronic Engineering	0	0	31,080	54,400	**85,480**
15B	Electrical Trades	124,912	33,360	0	0	**158,272**
16A	Accounting and Other Business Services	5,760	0	74,660	20,895	**101,315**
16B	Management	839	42,440	70,140	15,730	**129,149**
16C	Office and Clerical	12,730	60,170	70,870	0	**143,770**
17A	Computing	1,810	0	123,792	22,180	**147,782**
18A	Science and Technical Workers	10,400	2,250	44,497	35,488	**92,635**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	118,200	10,800	0	**129,000**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	158,965	0	0	**158,965**
	Total	**803,355**	**857,668**	**1,317,066**	**554,037**	**3,532,126**

College Profile Matrix (Major Regional Centre - Regional Loading)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	0	1,600	0	0	**1,600**
01B	Visual and Performing Arts	0	3,525	7,760	0	**11,285**
01C	Design	0	0	0	0	**0**
02A	Automotive	0	24,620	0	0	**24,620**
03A	Building and Constructions	40,192	32,392	0	0	**72,584**
03B	Surveying and Building	0	0	8,000	0	**8,000**
04A	Community Service Workers	0	0	76,330	17,280	**93,610**
04B	Education and Childcare	0	0	44,306	1,030	**45,336**
04C	Health	0	0	0	0	**0**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	2,760	0	18,000	0	**20,760**
06A	Food Trades and Processing	0	4,080	0	0	**4,080**
07A	Clothing Footwear and Soft Furnishings	0	0	0	0	**0**
07B	Furniture Manufacture	0	0	0	0	**0**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	0	0	**0**
09B	Metal and Mining	0	30,560	0	0	**30,560**
10A	Animal Care	357	0	19,650	0	**20,007**
10B	Forestry, Farming and Landcare	0	12,100	2,920	0	**15,020**
10C	Fishing	0	6,540	0	0	**6,540**
10D	Horticulture	0	7,170	3,612	0	**10,782**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	0	10,324	17,430	0	**27,754**
12B	Retail	4,850	5,646	0	0	**10,496**
13A	Cooking	4,056	1,368	5,525	0	**10,949**
13B	Hospitality	370	0	14,648	0	**15,018**
13C	Tourism	0	4,800	14,958	5,400	**25,158**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	7,380	0	0	**7,380**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	0	0	0	0	**0**
16A	Accounting and Other Business Services	0	0	25,980	3,105	**29,085**
16B	Management	0	0	2,250	0	**2,250**
16C	Office and Clerical	0	29,150	9,460	0	**38,610**
17A	Computing	1,750	0	23,700	0	**25,450**
18A	Science and Technical Workers	0	0	14,756	0	**14,756**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	25,520	3,600	0	**29,120**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	60,150	0	0	**60,150**
	Total	**54,335**	**266,925**	**312,885**	**26,815**	**660,960**

Table 2: Training Delivery Ceilings

	SCH
Ceiling for profile-funded VET for Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**143,236**
Ceiling for profile-funded VET for Non Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**7,162**
Ceiling for profile-funded Institutional delivery in prisons Delivery must be recorded against a prison training provider location (campus) code.	**15,000**
Ceiling for profile-funded Institutional delivery in certificate I and below courses Certificate I and below is defined as delivery against qualifications/courses with ASCED level of Education Id greater than or equal to 524.	**699,805**

Table 3: MLCR Matrix (2007 Benchmark Data)

Industry Group		MLCR State Average	MLCR College Actual	
01A	Recreation Sports and Entertainment	79%	90%	
01B	Visual and Performing Arts	78%	64%	
01C	Design	70%	0%	
02A	Automotive	91%	91%	
03A	Building and Constructions	88%	89%	
03B	Surveying and Building	67%	66%	
04A	Community Service Workers	79%	73%	
04B	Education and Childcare	75%	62%	
04C	Health	79%	79%	
04D	Library Workers	84%	0%	
05A	Finance Insurance Property Service Workers	77%	66%	
06A	Food Trades and Processing	89%	85%	
07A	Clothing Footwear and Soft Furnishings	75%	71%	
07B	Furniture Manufacture	80%	0%	
08A	Communications	0%	0%	
08B	Printing & Publishing	82%	0%	
09A	Engineering and Drafting	71%	80%	
09B	Metal and Mining	87%	91%	
10A	Animal Care	77%	61%	+
10B	Forestry, Farming and Landcare	84%	79%	
10C	Fishing	81%	81%	
10D	Horticulture	81%	81%	
11A	Process Manufacturing	96%	96%	
12A	Personal Service	82%	77%	
12B	Retail	76%	77%	
13A	Cooking	78%	76%	
13B	Hospitality	77%	77%	
13C	Tourism	77%	66%	
13D	Travel agents	70%	43%	+
14A	Transport Trades, Storage and Associated	88%	88%	
15A	Electrical and Electronic Engineering	62%	69%	
15B	Electrical Trades	88%	86%	
16A	Accounting and Other Business Services	67%	67%	
16B	Management	66%	65%	
16C	Office and Clerical	68%	63%	
17A	Computing	59%	65%	
18A	Science and Technical Workers	79%	76%	
19A	ACE	0%	0%	
19B	Adult Literacy/ESL	46%	49%	+
19C	Languages	73%	0%	
19D	Miscellaneous	39%	39%	
19E	Targetted Access and Participation Courses	70%	63%	

Table 4: Funding for College Training Profile

Student Curriculum Hours (SCH)	4,193,086
Teaching Hours (TH)	298,210
Marginal Unit cost (for use in refund calculation)	
Employment Based Training	$9.11
Institutional Based Training	$7.31
Lecturing Staff	
Salaries Funding	$23,453,818
Remote / Regional Loadings	$0
Total Funding for Lecturing Staff	**$23,453,818**
Academic Support Staff	
Salaries Funding	$2,281,919
Remote / Regional Loadings	$0
Total Funding for Academic Support Staff	**$2,281,919**
Program Management Staff	
Salaries Funding	$2,254,936
Remote / Regional Loadings	$0
Total Funding for Program Management	**$2,254,936**
Non-teaching Staff	
Step 1	$1,344,800
Step 2	$6,739,200
Step 3	$307,586
Remote / Regional Loadings	$0
Total Funding for Non-Teaching Staff	**$8,391,586**

Consumables

Consumables	$1,751,472
Remote / Regional Loadings	$22,615
Total Funding for Consumables	**$1,774,087**

Fixed, Indirect and Semi-variable Costs

Fixed Costs	$3,047,147
Indirect Costs	$103,561
Fixed Component of Semi-variable costs	$431,673
Variable Component of Semi-variable costs	$382,560
Lease costs	$777,164
Capped costs	$248,364
Total Funding for Fixed, Indirect and Semi-Variable Costs	**$4,990,469**

Capital-related items

Minor Works	$143,016
Equipment	$621,805
Maintenance	$816,900
Total Funding for Capital-related Items	**$1,581,721**

Community Service Obligations and Additional Items

Support for Students with Disabilities	$486,432
Technology Infrastructure Replacement Strategy	$582,800
Aquaculture Unit	$445,500
Provisional Funding for Lease Cost and/or Fixed Cost	$400,000
Trade Lecturer Salary Funding in Specific Skill Shortage Areas	$281,189
Duty of Care Funding Allocation	$270,850
Indigenous Funding	$228,426
School Student Resource Fees	$171,299
AQTF Systems Development and Implementation	$151,486
Compaction of salary grades	$148,937
Staff Transfer Costs	$132,806
State Training Quality Committee Funding	$126,100
Defence Industry Skills Unit	$120,000
SAL Coordination Support	$75,000
Thin Market Loading for Apprenticeships	$37,260
Once-Off Funding for Special Projects	$30,000
Shared Services Savings in Advertising due to web-based job advertising	-$35,000
Budget adjustment - travel, advertising and consultants	-$85,034
Shared Services Efficiencies - Non Salary Items	-$114,001
Shared Services Efficiencies - phase 1 (Savings from Existing and New Common Use Contracts)	-$142,437
Shared Services Efficiencies - Salary	-$146,110
Shared Services Efficiencies - phase 2 (Savings from Existing and New Common Use Contracts)	-$182,190
Retention Funding Adjustment	-$280,394
Efficiency Dividend	-$876,874
Total Funding for CSOs and Additional Items	**$1,826,045**
LESS Tuition Fee Revenue	**-$3,153,201**
TOTAL FUNDING	**$43,401,379**

Table 5: Funded ASL, Principal Lecturer and Salary Maintenance positions

Lecturer Type	Name	Funding	FTE	Salary
ASL1	Profile proportion of Lecturers Certified Agreement quota		56.80	$4,008,149
Funding (incl on-cost @ 13.84%)		**$4,562,877**	**56.80**	
ASL2	Profile proportion of Lecturers Certified Agreement quota		28.40	$2,070,417
Funding (incl on-cost @ 13.84%)		**$2,356,962**	**28.40**	
PL	Profile proportion of Lecturers Certified Agreement quota		5.90	$448,512
Funding (incl on-cost @ 13.84%)		**$510,586**	**5.90**	
SM	Clifford, James G		1.00	$70,566
SM	Flynn, John M		1.00	$70,566
SM	Jenkins, Brian E		1.00	$70,566
SM	Levett, Ronald C		1.00	$70,566
SM	Pozzi, Alfred J		1.00	$70,566
Funding (incl on-cost @ 13.84%)		**$401,662**	**5.00**	

Total Funding (incl on-cost @ 13.84%) **$7,832,087**

Table 6: Industry Groups subject to Hard Ceilings

Industry Group	
01B	Visual and Performing Arts
16B	Management
19B	Adult Literacy/ESL

Table 7: Apprenticeships subject to 'thin markets' loading

Apprenticeship
WALL AND CEILING FIXING
LOCKSMITHING
HORTICULTURE (NURSERYPERSON)
COMPOSITION

Table 8: Special Terms and Conditions Under Clause 28

a) Funds provided for the Technology Infrastructure Replacement Strategy are to be used for the purpose approved by the Department. The Provider is to submit an acquittal statement for the expenditure of these funds each year. A refund will be payable or future funding allocations may be reduced where the acquitted expenditure over two years is less than the funding provided.

b) The following Additional Items Refund is added to clause i) of the Refund calculation in Schedule 2

vii Funding (calculated at the IBT Unit Cost) for the under-achievement of each of the following training targets.

1. 127 252 SCH in Certificate III or IV Teacher Assistant (course numbers 7145, 7147, 7148 and 7149);

2. 65 160 SCH in Course in Applied Vocational study Skills (course number 1004);

3. 70 000 SCH in Certificate in Work Education (course number 3163);

4. 1 246 Course enrolments (CE) for students with a disability. This target is calculated from 2006 profile delivery (1131 CE) plus 115 CE. The shortfall in the achievement of this target will be measured in SCH by multiplying the shortfall in CE by the average SCH per CE reported for 2009; and

5. 208 Course enrolments (CE) for Indigenous students in Certificate III or above. This target is calculated from 2007 profile delivery (193 CE) plus 15 CE. The shortfall in the achievement of this target will be measured in SCH by multiplying the shortfall in CE by the average SCH per CE reported for 2009.

The achievement of each target and the associated refund is assessed separately. The over-achievement of one target does not credit towards the under-achievement of another.
The refund will be adjusted to remove double counting of under-achievement of SCH targets which may affect the achievement of targets for students with a disability and Indigenous students. A refund payable for under achievement of targets for students with a disability or Indigenous students (sub-clause 4 and 5 above) will be reduced by the value of the refund payable for under achievement of course delivery targets (sub-clause 1, 2 and 3 above).

c) To support Recognition of Prior Learning (RPL) delivery the Provider will:

• Nominate a single contact point for RPL referrals from the Career Development Centre (CDC). Implementation of the 'One-Stop-Shop / Referral Centre' through the CDC will require a single contact point within each Provider to enable a seamless experience for the applicant and a streamlined RPL process for both the Provider and the CDC;

• Offer candidates referred from the CDC an interview within 10 working days of the referral;

• Ensure that correct coding is used to enable all RPL activity to be captured as RPL

• Aim to grow RPL delivery above the level reported in 2008; and

• Increase Scope of Registration for Trade Skills Recognition (TSR).

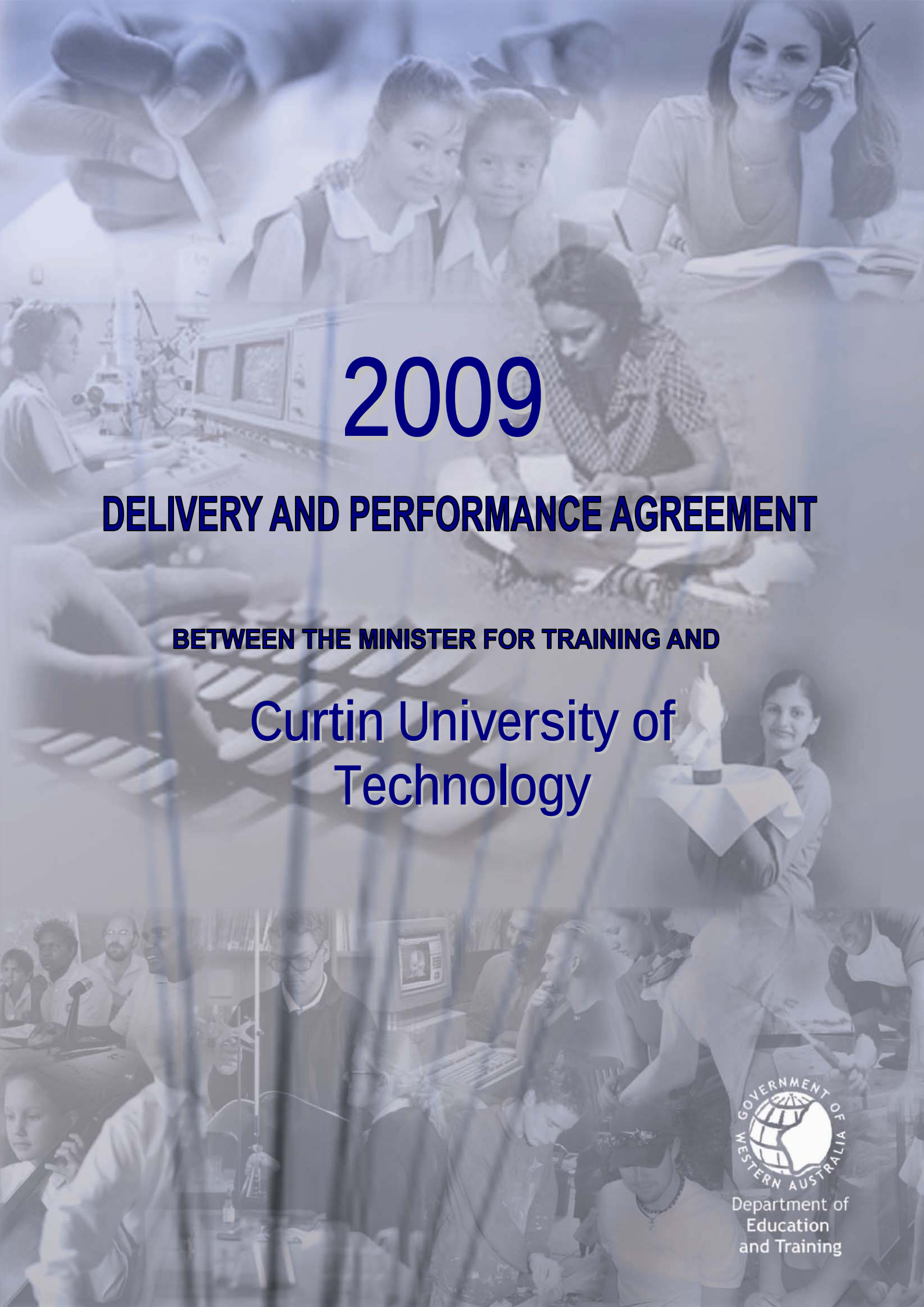
d) Funding of $120,000 for the operation of the Defence Industry Skills Unit is to enable the College to continue the initiatives commenced by the Skilling WA's Defence Industry Taskforce relating to the skill development of the defence industry workforce. The continuation of this funding in future years will depend on an annual assessment of the performance of the Unit.

Table 9: Skill Shortage Matrix

Wadt Group	Apprentices and Trainees	Skill Shortage Institutional	General Institutional	Total SCH
01A Recreation Sports and Entertainment	0	10,710	77,002	87,712
01B Visual and Performing Arts	0	0	52,461	52,461
01C Design	0	0	0	0
02A Automotive	58,320	22,800	73,636	154,756
03A Building and Constructions	142,512	0	131,760	274,272
03B Surveying and Building	0	0	23,400	23,400
04A Community Service Workers	0	137,825	70,620	208,445
04B Education and Childcare	4,400	63,170	129,372	196,942
04C Health	0	79,308	34,072	113,380
04D Library Workers	0	0	0	0
05A Finance Insurance Property Service Workers	7,760	3,000	26,110	36,870
06A Food Trades and Processing	800	0	12,010	12,810
07A Clothing Footwear and Soft Furnishings	1,050	0	43,700	44,750
07B Furniture Manufacture	0	0	0	0
08A Communications	0	0	0	0
08B Printing & Publishing	0	0	0	0
09A Engineering and Drafting	3,456	38,580	114,984	157,020
09B Metal and Mining	226,576	0	86,844	313,420
10A Animal Care	714	0	42,882	43,596
10B Forestry, Farming and Landcare	13,460	12,464	109,715	135,639
10C Fishing	0	0	28,380	28,380
10D Horticulture	66,542	2,340	127,573	196,455
11A Process Manufacturing	41,350	43,400	55,140	139,890
12A Personal Service	71,501	0	97,416	168,917
12B Retail	10,351	0	33,056	43,407
13A Cooking	28,817	0	20,657	49,474
13B Hospitality	7,580	44,588	41,205	93,373
13C Tourism	0	29,148	18,380	47,528
13D Travel agents	0	0	0	0
14A Transport Trades, Storage and Associated	14,300	58,640	151,460	224,400
15A Electrical and Electronic Engineering	0	33,260	52,220	85,480
15B Electrical Trades	124,912	0	33,360	158,272
16A Accounting and Other Business Services	5,760	64,540	60,100	130,400
16B Management	839	4,840	125,720	131,399
16C Office and Clerical	12,730	630	169,020	182,380
17A Computing	3,560	47,910	121,762	173,232
18A Science and Technical Workers	10,400	27,190	69,801	107,391
19A ACE	0	0	0	0
19B Adult Literacy/ESL	0	0	158,120	158,120
19C Languages	0	0	0	0
19D Miscellaneous	0	0	0	0
19E Targetted Access and Participation Courses	0	0	219,115	219,115
Total	857,690	724,343	2,611,053	4,193,086

Table 10: Benchmarks for Training in Skill Shortage and Other Priority Areas

	2007 Actual	2009 Planned
Employment-based Training (Benchmark: TRS Commencements)		
TRS Commencements	1,720	1,837
Student Curriculum Hours	803,048	857,690
Institutional Skill Shortages (Benchmark: Course Enrolments)		
Course Enrolments*	1,755	1,938
Student Curriculum Hours*	655,897	724,343
*Note: both years are calculated using the PPP Skill Shortage List		
Indigenous Cert III+		
Course Enrolments	193	208
Indigenous Regional		
Course Enrolments	95	101
Disability		
Course Enrolments	960	1,246
15-19		
Course Enrolments	6,226	5,448
Certificate IV and Above		
Course Enrolments	3,591	4,238
Student Curriculum Hours	1,175,439	1,387,273



2009

DELIVERY AND PERFORMANCE AGREEMENT

BETWEEN THE MINISTER FOR TRAINING AND

Curtin University of Technology

GOVERNMENT OF WESTERN AUSTRALIA

Department of Education and Training

TABLE OF CONTENTS

SECTION I ABOUT THIS AGREEMENT 3

1. PARTIES 3
2. INTERPRETATION 3
3. TERM OF THIS AGREEMENT 5
4. SCOPE 5

SECTION II SUMMARY OF ROLES 7

5. ROLE OF THE MINISTER 7
6. ROLE OF THE PROVIDER 7

SECTION III TRAINING DELIVERY 8

7. STUDENT SERVICE STANDARDS 8
8. TRAINING PACKAGES 8
9. INABILITY TO PROVIDE TRAINING SERVICES 9
10. TRAINING ARRANGEMENTS 9
11. ACCESS AND EQUITY 10
12. CONFIDENTIALITY 10
13. TRANSFER OF APPRENTICES AND TRAINEES 10
14. RECOGNITION OF PRIOR LEARNING 10

SECTION IV PAYMENT 11

15. PAYMENT FOR TRAINING SERVICES 11
16. ADDITIONAL TRAINING SERVICES 11

SECTION V MEASURING PERFORMANCE 12

17. RECORD-KEEPING 12
18. AUDITS AND MONITORING VISITS 12
19. STUDENT SURVEYS 12
20. INVALID ENROLMENTS (IE) 13
21. CONTRACT PERFORMANCE CRITERIA 13

SECTION VI FINANCIAL MATTERS 15

22. ALTERNATIVE FUNDING 15
23. TAXES 15

SECTION VII ADMINISTRATION OF THIS AGREEMENT 16

24. APPLICABLE LAW 16
25. VARIATIONS 16
26. SEVERABILITY 16
27. WAIVER 16
28. ENTIRE CONTRACT 16
29. COMPLIANCE WITH LAW 16
30. SPECIAL TERMS AND CONDITIONS 16
31. NOTICES 17
32. SIGNATORIES TO THIS AGREEMENT 18

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE 19

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE 21

1. FUNDING 21
2. PAYMENT SCHEDULE 21
3. REFUND 21

SCHEDULE 3 REPORTING REQUIREMENTS 25

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS 26

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS 28

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK 30

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING 31

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY 32

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT 33

SCHEDULE 10 IMPLEMENTATION OF THE GOLDFIELDS ESPERANCE WORKFORCE DEVELOPMENT PLAN 34

SECTION I ABOUT THIS AGREEMENT

1. Parties

This is an Agreement between the Minister for Training ("the Minister") and Curtin University of Technology ("the Provider").

2. Interpretation

In this Agreement, unless the context indicates otherwise:

a) headings are for reference only;

b) a reference to a person includes a reference to any corporation or entity that is recognised by law;

c) plural words include the singular and vice versa; and

d) the following terms have specific meanings assigned to them:

"Acquittal Certificate" means a document, issued by the Provider, confirming that both the Minister and the Provider have met all of the terms of this Agreement.

"Agreement" means this document, including any Schedules and Variations.

"Apprentice" means an apprentice or 'industrial trainee' registered in Western Australia in accordance with the *Industrial Training Act* 1975 (WA).

"AQTF" means the Australian Quality Training Framework.

"Credit Transfer" means credit granted to a student for a Unit of Competency achieved through participation in another training program.

"Employment based training" or "EBT" means training delivered to an apprentice or trainee.

"End of Study reporting" means the reporting of module and unit enrolments that end in the collection year and therefore have finalised outcomes.

"Enrolment" means participation with an RTO of a student in learning and/or assessment against a Unit of Competency. A complete definition is available in the WA VET Enrolment Data Standard.

"General Institutional" or "GI" means institutional based training in areas other than Skills Shortage Areas.

"GST" means a tax in the nature of a supply or goods and services tax imposed by the Commonwealth of Australia.

"Industry Group" is a classification, determined by the Minister, of the occupation or outcome that a qualification is intended to serve.

"Institutional based training" or "IBT" means training delivery other than training for an apprentice or trainee.

"Invalid Enrolment" or "IE" refers to an enrolment where the Provider cannot provide proof of student participation as required by the appropriate version of the *Western Australian VET Enrolment Data Standard*.

"Minister" means the Minister for Training, a body corporate as constituted under section 7 of the *Vocational Education and Training Act 1996 (WA).* References to the Minister include a reference to authorised officers of the Western Australian Department of Education and Training.

"Module" means a component of an accredited course against which a student is assessed. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"Notice of Arrangement" is an arrangement defined in the *Acts Amendment (Higher School Leaving Age and Related Provisions) Act 2005* under which a person who has not reached the age of 18, is enrolled in full time accredited training, a gazetted course, an approved combination of education, training and/or employment, becomes an apprentice or trainee or engages in other approved employment.

"Provider" means Curtin University of Technology.

"Registered Training Organisation" or "RTO" means a training provider registered with the Training Accreditation Council of Western Australia.

"Recognition of prior learning" or "RPL" is an assessment process resulting in the formal recognition of competencies acquired through formal or informal training, work experience and / or life experience.

"Recognition of current competencies" is an assessment process resulting in the confirmation that a student is currently competent in a Unit of Competency previously attained through training and assessment by an RTO.

"Skills Shortage Areas" are the qualifications identified by the Minister as priority for addressing skills shortage occupations. The qualifications in Skills Shortage Areas are identified in the Course Master file.

"Skills Shortage Institutional" or "SSI" means IBT delivery in Skills Shortage Areas.

"Student" means a person who is provided with Training Services under this Agreement.

"Student Curriculum Hours" or "SCH" means the number of enrolments in a Unit of Competency multiplied by a figure recognised by

the Minister as the weight of that Unit of Competency relative to other Units of Competency.

"TAFEWA College" means a College established under the *Vocational Education and Training Act 1996 (WA).*

"Trainee" means a trainee registered in Western Australia in accordance with the *Vocational Education and Training* Act *1996 (WA).*

"Training Arrangement" means an agreement between the Provider and another person to provide some or all of the Training Services in this Agreement.

"Training Package" means an integrated set of nationally endorsed competency standards, assessment Guidelines and Australian Qualifications Framework (AQF) qualifications for a specific industry, industry sector or enterprise.

"Training Services" means the services listed in Schedule 1.

"Unit of Competency" is a component of a training package qualification against which a student is assessed. A Unit of Competency refers to a discrete workplace requirement and includes the knowledge and skills that underpin competency as well as language, literacy and numeracy; and occupational health and safety requirements. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"VET" means Vocational Education and Training.

"VET Level" is a classification, determined by the Minister, which separates Traineeships and Apprenticeships (Employment Based Training) from other delivery (Institutional Based Training) and sub-divides the latter on the basis of Australian Qualification Framework levels.

3. Term of this Agreement

a) The Agreement will conclude on 31 December 2008 or when the Training Services described under Schedule 1 are completed.

b) The Minister may, within twelve months of signing this Agreement, exercise an option to extend this Agreement.

c) The Minister may extend this Agreement on up to two separate occasions, with the maximum period of each extension being one year.

4. Scope

a) Enrolments will only be funded under this Agreement where they meet the criteria in Schedule 1.

b) Unless expressly stated in Schedule 1, the following categories of Enrolments will not be funded under this Agreement:

i enrolments by students whose primary place of residence is not in Western Australia;

ii enrolments by residents of Christmas Island or Cocos Island;

iii enrolments by students who are neither Australian citizens nor permanent residents of Australia, except where the student is a holder of a visa that entitles the student to enrol in training at the fee rates that apply to publicly funded training (as identified in the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*);

iv higher education programs, including University preparation courses (ie programs whose sole or primary aim is to provide entrance to a university course);

v delivery to secondary school students, unless the delivery is under a Notice of Arrangement;

vi IBT delivery in prisons, or to prisoners;

vii programs classified by the Minister as Adult and Community Education;

viii enrolments in programs that are not accredited by the Training Accreditation Council, or which fall outside of the Provider's scope of registration;

ix credit transfers, exemptions, enrolments for recognition of current competency and exam only enrolments.

SECTION II SUMMARY OF ROLES

5. Role of the Minister

The Minister:

a) agrees to provide the funding described in Schedule 2 in accordance with the Payment Schedule described in Schedule 2;

b) will supply the Provider with details of the process for claiming funding under this Agreement; and

c) is only required to provide funding where the Provider meets all of the terms of this Agreement.

6. Role of the Provider

The Provider:

a) agrees to provide the Training Services described in Schedule 1;

b) will meet all relevant requirements of the AQTF, including registration with the Training Accreditation Council;

c) agrees to submit information to the Minister as described in Schedule 3;

d) agrees to meet all of the terms of this Agreement, and of any other Agreements with the Minister;

e) agrees to repay to the Minister any refund as described in Schedule 2;

f) agrees to collect fees from students in accordance with the most current *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*;

g) will comply with the *Apprenticeships and Traineeships Policy Guidelines* (as issued by the Minister from time to time) including the requirements relating to the implementation of Fast Track Apprenticeships, when providing training to apprentices and trainees;

h) will support the requirement for the State to increase the utilization of publicly funded training infrastructure by making training premises available on a commercial basis for purposes that do not conflict with the Provider's vocational education and training purposes;

i) will submit a revised profile plan at course level for the May and September addendum by 1 May 2009 and 18 September 2009 respectively; and

j) will comply with all other relevant policies and guidelines issued by the Minister.

SECTION III TRAINING DELIVERY

7. Student Service Standards

a) For the Training Services described in Schedule 1, the Provider:

i will ensure that students are given appropriate guidance in relation to the selection of units of competency and that meets the students expected outcomes from the program of study;

ii will ensure that training delivery is consistent with Training Package guidelines, including meeting the criteria for the awarding of qualifications;

iii will ensure that the level of resources, including the actual hours of instruction or other supervised learning modes, that is provided to students reflects the content of the program of study and allows for a successful outcome; and

iv will ensure students enrolling in a course of study outside of the normal full-time admissions process comply with the minimum entrance requirements policy.

8. Training Packages

a) Unless otherwise agreed, where:

i a Training Package has been approved for public funding in Western Australia, and

ii the Purchasing Guide (formerly known as Implementation Guide) for the Training Package indicates that the Package covers one or more of the Training Services in Schedule 1,

the Provider must use only qualifications from this Training Package when providing those Training Services to new students.

b) Existing students studying superseded courses should be encouraged to transfer into the equivalent training package qualification as soon as possible. Existing students must be given the option to complete the course or qualification in which they are currently enrolled if transition to the new or equivalent qualification will cause disadvantage in increased nominal hours or cost. New students must be enrolled in the new or equivalent training package qualification within 12 months of final endorsement, provided that a Purchasing Guide is available for implementing the training package. If this requirement cannot be met, approval must be obtained to continue delivering the superseded course or qualification.

9. Inability to Provide Training Services

a) Where the Provider is unable to offer the Training Services described in Schedule 1, the Provider shall:

i notify the Minister within seven days;

ii make reasonable efforts to assist students to enrol with an alternative Registered Training Organisation.

b) Where the Provider cannot assist students to enrol with an alternative Registered Training Organisation, the Provider shall notify the Minister within seven days.

c) Where in the opinion of the Minister, the Provider is unlikely to achieve the training targets stated in Schedule 1 by 31 December 2009, the Minister may renegotiate the training targets to reflect targets that can be justified against current enrolments and delivery achieved in previous years.

10. Training Arrangements

a) The Provider may enter into a Training Arrangement, but the Provider remains responsible for ensuring that the terms of this Agreement are met.

b) In particular, the Provider remains responsible for ensuring that the Training Services are delivered in accordance with the AQTF.

c) The terms of a Training Arrangement must be in writing, and must not be inconsistent with this Agreement.

d) The Provider shall pay all costs associated with a Training Arrangement.

e) The Provider shall advise students, prior to the commencement of training services, of the existence of a Training Arrangement.

f) Within fourteen days of signing a Training Arrangement, the Provider shall advise the Minister of:

i the legal name and business address of the other party to the Training Arrangement; and

ii the training services covered by the Training Arrangement.

g) Where the other party to the Training Arrangement is a TAFE**WA** College, the Training Arrangement must state that “All delivery covered by this contract is to be reported by the other party to the Department of Education and Training as fee for service activity”.

h) Where the Minister is aware of factors that may affect the capacity of a person to meet their obligations under a Training Arrangement, the Minister may notify the Provider of these factors and / or request an appropriate variation to this Agreement.

11. Access and Equity

a) In providing Training Services, the Provider:

i shall comply with the relevant State and Federal Government anti-discrimination legislation including the *Disability Discrimination Act Education Standards 2005*;

ii shall not use sexist, racist or other language which offends community standards;

iii shall ensure that the learning environment is free from harassment or victimisation;

iv shall not use or promote cultural, racial, disability or gender based stereotypes;

v shall ensure that programs and appropriate venues are accessible to all students; and

vi shall ensure that students are provided with additional support services where required.

12. Confidentiality

a) Unless the Minister provides approval in writing, the Provider may not disclose information acquired in connection with this Agreement to any person.

b) In particular, the Provider shall establish procedures to ensure the confidentiality of all information relating to its students.

c) The Provider shall ensure that its employees, agents and contractors also meet the terms of this clause.

13. Transfer of Apprentices and Trainees

a) The Minister must approve the transfer of an apprentice or trainee between RTOs.

b) In cases where an apprentice or trainee transfers to the Provider, the Minister will not fund the Provider under this Agreement for units of competency that have previously been completed and a statement of attainment has been issued by an RTO.

c) The Provider will comply with procedures for transferring apprentices and trainees that are published by the Minister from time to time.

14. Recognition of Prior Learning

a) Recognition of prior learning must be offered to all (individuals, clients, students, participants) upon enrolment and prior to commencement of formal training delivery. Providers must be able to demonstrate that they

have undertaken processes to encourage the uptake of, and to streamline the delivery of RPL.

SECTION IV PAYMENT

15. Payment for Training Services

a) The Minister will make payments to the Provider, following the process contained in Schedule 2.

b) The Minister may, at any time and without notice, vary the process for making payments contained in Schedule 2.

c) Where the Provider does not meet the terms of this Agreement, the Minister may withhold any funding that would otherwise be payable.

d) Where the Provider owes money to the Minister under a separate Agreement, the Minister may offset this against the amount payable for this Agreement.

e) The Minister will conduct a reconciliation of payments at the end of this Agreement.

f) If, at any time, an overpayment is identified, the Minister shall supply the Provider with an invoice for the amount of the overpayment. The Provider shall repay this amount to the Minister within thirty days.

g) If, at any time, an underpayment is identified, the Minister shall pay this amount to the Provider within thirty days.

16. Additional Training Services

a) Training targets, conditions and funding for additional training services (other than the training services defined in Schedule 1) may be defined in additional schedules to this Agreement.

b) Each category of Training Services will be treated separately for funding, reporting and enrolment purposes.

SECTION V MEASURING PERFORMANCE

17. Record-keeping

a) The Provider shall keep all financial, enrolment and assessment records related to this Agreement in a way that will enable them to be conveniently inspected by the Minister or the Minister's nominee.

b) The Provider shall keep accounting records that allow income related to this Agreement to be identified separately.

c) The Provider shall keep all financial, enrolment and assessment documentation for at least twelve months from the expiry of this Agreement. Under the AQTF, some documents will need to be kept for longer than twelve months.

18. Audits and Monitoring Visits

a) For the purposes of assessing compliance with both the AQTF and the terms of this Agreement, upon giving reasonable notice, the Minister or the Minister's nominee may:

i inspect any records under the Provider's control that relate to this Agreement;

ii inspect the premises used for provision of training services; and

iii meet with the employees, agents, contractors and students of the Provider.

b) Unless otherwise agreed between the Minister and the Provider, audits and monitoring visits will take place during business hours.

c) The Provider shall make every effort to assist the Minister or the Minister's delegate to carry out an audit or monitoring visit.

19. Student Surveys

The Minister or the Minister's nominee may conduct surveys of the students being provided with Training Services under this Agreement.

a) The Provider will supply the Minister with information necessary to effectively conduct a student survey.

b) The Minister may publish the results of student surveys, provided that information is not disclosed that would identify individual students.

20. Invalid Enrolments (IE)

a) Upon request from the Minister, the Provider shall provide evidence to prove student participation in each Enrolment for which funding was claimed.

b) Proof of student participation shall meet the standards contained in the appropriate *Western Australian VET Enrolment Data Standard* version.

c) Proof of student participation shall be retained for at least twelve months, as required by clause 17.

d) Where student participation cannot be substantiated, the Minister may adjust the funding payable under Schedule 2.

21. Contract Performance Criteria

a) The Minister may use the Contract Performance Criteria – Quality of Training, Access and Participation, Outcomes Achieved, and Contract Management - when deciding whether to extend this Agreement, vary this Agreement, and / or enter into future Agreements with the Provider.

b) In assessing 'Quality of Training', the Minister may consider the following factors:

i the outcomes of monitoring visits;

ii feedback from student surveys;

iii for delivery to Apprentices and Trainees, feedback from employer surveys;

iv compliance with the AQTF;

v compliance with relevant policies issued by the Minister; and

vi complaints received from the Provider's students.

c) In assessing 'Access and Participation', the Minister may consider the following factors:

i the proportion of students from equity target groups relative to the proportion these groups represent in the general population; and

ii the profile of enrolments by students from equity target groups across industry groups, qualification levels and employment and institutional based pathways.

d) Equity target groups may be identified by the Minister from time to time and include students from the following groups:

i Indigenous students;

ii Students with a disability;

iii Youth (15 to 19 years);

iv Mature age students (over 45 years)

v Students of diverse cultural and linguistic background; and

vi Women

e) In assessing 'Outcomes Achieved', the Minister may consider the following factors:

i the proportion of students successfully completing each Unit of Competency;

ii the proportion of students successfully completing qualifications at certificate III or above;

iii the proportion of students progressing to further study or employment; and

iv the proportion of students achieving a qualification.

These outcomes will be assessed for the student population as a whole, and for targeted access groups within that population.

f) In assessing 'Contract Management', the Minister may consider the following factors:

i the timeliness of reporting by the Provider including the resulting of all enrolments within seven (7) weeks of the expiry of the enrolment activity end date;

ii the maximization of response rates in reporting, to properly allocate students to correct access and participation groups;

iii proportion of claims for payment with errors identified;

iv proportion of Invalid Enrolments (IE) identified;

v the actual level of training delivery compared to the contracted level of training delivery described in Schedule 1;

vi the actual level of training delivery compared to the benchmarks for priority areas of delivery stated in Schedule 1; and

vii the timeliness with which contractual documents are returned to the Minister.

SECTION VI FINANCIAL MATTERS

22. Alternative funding

a) The Provider confirms that, other than the funds provided in this Agreement, it has not received funding for the delivery to be reported under this Agreement.

b) The Provider shall notify the Minister within fourteen days if it secures funding (either in full or in part) for the delivery to be reported under this Agreement.

c) Upon receiving this notification, the Minister may change the amount payable to the Provider under Schedule 2.

23. Taxes

a) The funding in this Agreement is exclusive of GST.

b) In the event that GST is payable on services provided under this Agreement, the GST will be paid by the Minister upon presentation of a valid Tax Invoice.

c) All other taxes, duties and charges shall be paid by the Provider.

SECTION VII ADMINISTRATION OF THIS AGREEMENT

24. Applicable Law

This Agreement is governed by the law of Western Australia.

25. Variations

a) This Agreement may be varied at any time by a signed written agreement between the Minister and the Provider.

b) In deciding whether to agree to a proposed variation, the Minister will have regard to the Contract Performance Criteria described in clause 21.

26. Severability

Where any part of this Agreement is not enforceable (for whatever reason), it does not form part of the Agreement. All other parts of the Agreement will remain in full force.

27. Waiver

a) A waiver of a party's rights under this Agreement must be in writing and signed by that party.

b) A waiver by a party shall not affect that party's rights in respect of any subsequent breach of the Agreement.

28. Entire Contract

The contract between the Minister and the Provider is contained in this Agreement. No other written or verbal arrangement between the parties will be read into this Agreement.

29. Compliance with Law

In carrying out its duties under this Agreement, the Provider must comply with all applicable laws including the *Working With Children (Criminal Record Checking) Act 2004*.

30. Special Terms and Conditions

Special terms and conditions that apply to this Agreement are stated in Table 8.

31. Notices

a) Notices associated with this Agreement must be in writing and delivered to the following addresses:

i To the Minister

Director
Training Resource Allocation
Western Australian Department of Education and Training
Level 2, 151 Royal Street
EAST PERTH WA 6004
fax: (08) 9264 4281

ii To the Provider

Director
Curtin University of Technology
Vocational Training and Education Centre
PMB 22 KALGOORLIE WA 6430

b) Either party may change its contact details by providing a notice in writing to the other party.

c) A notice will be considered to have been received:

i two days after being placed in the mail with postage paid;

ii if the notice is being served personally, at the time that the notice was presented;

iii if the notice is being transmitted by fax, at the time that the whole notice has been transmitted from the sending machine and the answer back of the receiving machine has been received; and

iv if the notice is being transmitted by email, one hour after the correctly addressed email was sent.

32. Signatories to this Agreement

Signed on behalf of the Minister for Training by

SIMON WALKER

EXECUTIVE DIRECTOR

PLANNING AND RESOURCES

DEPARTMENT OF EDUCATION AND TRAINING

Acting under delegated authority pursuant to Section 10 of the *Vocational Education and Training Act 1996* in the presence of

Witnessed by: *(Sign)*	**Name:** *(Please Print)*	**Office**

Signed for and on behalf of Curtin University of Technology

Vice Chancellor	**Date**

Witnessed by member: *(Sign)*	**Name:** *(Please Print)*

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE

1. This Schedule describes the College Training Profile as per Section 42 of the *Vocational Education and Training Act 1996 (WA)*.

2. This Agreement, so far as it relates to the College Training Profile, constitutes a Resource Agreement as per Section 5 of the *Vocational Education and Training Act 1996 (WA)*.

3. The College Training Profile shall be treated as separate from other Training Services detailed in this Agreement.

4. The College Profile Matrix in Table 1 sets out the delivery targets (expressed in Student Curriculum Hours) for each combination of Industry Group and VET Level.

5. The College Training Profile is also presented as a Skills Shortage Matrix in Table 9 which identifies for each Industry Group the delivery targets for:

   - Employment based training;
   - Skills Shortage Institutional training; and
   - General Institutional training.

6. Activity benchmarks relating to the following State and Commonwealth priorities are stated in Table 10. The Minister may use these benchmarks as Contract Performance Criteria for the purpose of clause 21:

   - Employment Based Training commencements;
   - Skills Shortage Institutional training;
   - training places for people with a disability;
   - training places in regional and remote locations for Indigenous Australians;
   - participation by Indigenous Australians at Certificate III level or higher;
   - training places for 15 to 19 years old students; and
   - training at certificate IV and above.

7. The permissible levels of VET for government schools, VET for non-government schools, prisons delivery and delivery in certificate I and below courses are set out in Table 2. The delivery of VET for government schools and non-government schools will be in accordance with the protocol set out in Schedule 4.

8. The delivery of School Based Traineeships and Apprenticeships will be in accordance with the protocol set out in Schedule 5.

9. The delivery of the School Apprenticeship Link program will be in accordance with the protocol set out in Schedule 6.

10. Training services for Recognition of Prior Learning will be delivered and funded in accordance with the policy set out in Schedule 7.

11. Unless prior approval is given by the Minister, the Provider must offer all Apprenticeship programs that it has offered in previous years.

12. The Module Load Completion Rate (MLCR) Matrix is contained in Table 3. The Minister may use the MLCR as a Contract Performance Criteria for the purpose of clause 21. The method of calculating MLCR is defined in the 2009 – 2011 College Planning Guidelines.

13. The delivery of training to prisoners will be in accordance with the protocol set out in Schedule 8.

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE

1. Funding

a) Table 4 details the funding to be provided by the Minister for the delivery of the College Training Profile.

b) The basis of funding Advance Skill Lecturer, Principal Lecturer and Salary Maintenance staff is listed in Table 5.

c) No funding will be provided by the Department of Treasury and Finance to cover the cost of the 27th pay that will occur in 2015. Providers should ensure that appropriate provision is made in the preceding years to cover the cost of the additional pay when it falls due.

2. Payment schedule

a) Subject to the Provider meeting all of the terms in this Agreement, the Minister will pay the Provider in fortnightly disbursements in accordance with a schedule issued by the Minister.

b) The Provider's refund liability will be determined in the second quarter of 2010.

c) If a refund is payable, the Provider will pay the refund by the date stated on an invoice supplied by the Minister.

3. Refund

a) Where the Provider fails to meet the targets in Schedule 1, a refund will be payable to the Minister. In specific circumstances detailed below a credit may be payable to the Provider. The Total Refund is calculated as follows:

Total Refund	=	Refund for EBT, Skills Shortage Institutional and General Institutional
	Plus or Minus	Additional Items Refund or Credit
	Plus or Minus	Fees Refund or Credit
	Minus	EBT Credit
	Minus	Skills Shortage Credit

The Provider is not eligible for additional funding where the EBT and Skills Shortage Credits are greater than the other refund items payable by the Provider.

The following clauses explain the components of the refund calculation.

b) The refund will be calculated separately for each of the following categories of delivery:

- EBT;
- Skills Shortage Institutional (SSI); and
- General Institutional (GI).

The Skills Shortage Matrix (Table 9) defines the **Target SCH** for each of these categories of delivery.

c) The refund for EBT, SSI and GI is calculated as follows:

i **Reported SCH** is sourced from the Provider's final enrolment statistics data submission on an end of study basis. This is determined from the AVETMISS data collection in accordance with the following criteria:

- Fund source Id – State = 10;
- Enrolment category Id = C or S;
- Outcome identifier not 53, 54, 60 or 70; and
- Enrolment activity end date between 1 January 2009 and 31 December 2009;

ii **Validated SCH** are determined by reducing Reported SCH by that portion of the Provider's Invalid Enrolment (IE) rate in excess of three percent;

iii **Funded SCH** are determined by reducing Validated SCH for any delivery that exceeds the agreed tolerances for profile management (see below);

iv **Shortfall SCH** is determined by subtracting Funded SCH from Target SCH; and

v A **Shortfall Refund** is calculated for each category of delivery as: **Shortfall SCH x Unit cost.**

d) The Unit Cost for EBT delivery and IBT delivery is stated in Table 4.

e) Funded SCH for EBT is calculated by assessing the Provider's total Validated SCH for EBT against the Provider's total Target SCH for EBT. The following rules apply to the calculation of Funded SCH for EBT delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for EBT delivery above the Target SCH will create an **EBT Credit** calculated on the Unit Cost for Employment Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

f) Funded SCH for Skills Shortage Institutional is calculated by assessing the Provider's total Validated SCH for Skills Shortage Institutional against

the Provider's total Target SCH for Skills Shortage Institutional. The following rules apply to the calculation of Funded SCH for Skills Shortage Institutional delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for Skills Shortage Institutional delivery above the Target SCH will create a **Skills Shortage Credit** calculated on the Unit Cost for Institutional Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

g) Funded SCH for General Institutional is calculated by assessing the Provider's Validated SCH for General Institutional in each Industry Group against the Target SCH for General Institutional.

h) The following General Institutional SCH are excluded from Funded SCH for General Institutional:

i Any Validated SCH above 500 SCH for an Industry Group which contains no Institutional target;

ii Any Validated SCH above the target for General Institutional training in an Industry Group that is subject to a 'hard' ceiling as set out in Table 6;

iii Any Validated SCH above the target for General Institutional training in certificate I and below courses as set out in Table 2; and

iv Any Validated SCH in Industry Groups without a 'hard' ceiling, where delivery exceeds the target for General Institutional by more than 20,000 SCH.

i) An **Additional Items Refund** is calculated on each of the following:

i VET for government schools IBT delivery above the level stated in Table 2;

ii VET for non-government schools IBT delivery above the level stated in Table 2;

iii VET for government or non-government school students IBT delivery in courses and qualifications excluded from this delivery under the protocol in Schedule 4;

iv IBT delivery to prisoners above the level stated in Table 2;

v Funding provided for GROH housing in excess of actual expenditure acquitted by the Provider; and

vi Funding provided for specific projects in excess of actual expenditure acquitted by the Provider.

j) An adjustment is made to the Additional Items Refund to ensure that this refund is not calculated on SCH that has been excluded from Funded SCH under sub clause 3 h).

k) The Additional Items Refund may include funds provided for maintenance, minor works, equipment and the Technology Infrastructure Replacement Strategy in excess of the actual expenditure acquitted by the Provider against approved expenditures;

l) An Additional Items Credit will apply if funding provided for GROH housing is less than actual expenditure acquitted by the Provider.

m) A Fees Refund is calculated as the funding for resource fees associated with delivery to school students in excess of the funding justified against the SCH delivered in accordance with this Agreement.

n) A Fees Credit will apply if the funding for resource fees associated with delivery to school students is less than the funding justified against the SCH delivered in accordance with this Agreement.

o) A Refund will be calculated for Certificate IV and above traineeship training for students registered as Productivity Places Existing Worker Trainees on the Training Record System. The Refund will be calculated by comparing the profile funding for this delivery with the Claimable Funding calculated as follows:

   i Validated SCH for each Industry Group is multiplied by the relevant funding rate (as issued by the Minister) for Productivity Places Existing Worker Traineeship training to determine Claimable Funds; and

   ii An Additional Items Refund is calculated as the profile funding that is in excess of the Claimable Funds.

SCHEDULE 3 REPORTING REQUIREMENTS

On the following dates, the Provider will supply the Minister with data files that meet the requirements of the current version of the *Western Australian VET Enrolment Data Standard.*

College Training Profile Reporting Requirements

2009		
Date	**Status**	**Files Required**
16 January 2009	Preliminary reporting point for full year 2008 collection	Full set of validated NAT files (NAT00010 – NAT00130)
20 February 2009	Final formal reporting point (full year 2008) including all module outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)
17 April 2009	First Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
7 August 2009	Second Monitoring Point (Mid-Year) for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
6 November 2009	Third Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
2010		
15 January 2010	Preliminary Reporting Point for full year 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
19 February 2010	Final formal reporting point for 2009 including all outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)

When submitting these files, the Provider will confirm in writing that all records are accurate.

Where the Provider uses the College Management Information System (CMIS), they shall be entitled to the same set of services as currently provided to all providers in the TAFE**WA** College Network.

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS

The aim of this protocol is to ensure the most efficient and effective use of public resources in the implementation of the VET in schools initiative. The Refund provisions in Schedule 2 identify the circumstances where a refund is payable for a breach of this protocol.

VET in Schools programs allow students studying towards the Western Australian Certificate of Education to gain a partial or complete VET qualification. Profile funded VET in schools is a targeted program that aims to enhance existing VET in Schools delivery by providing:

- a pathway to higher level qualifications;
- training that is not within the scope of registration of an RTO school; and/or
- access to equipment and expertise not available in the school context.

Profile funded VET in schools is available for both government and non-government schools subject to the following conditions:

VET in government schools

Profile funding for VET in government schools is subject to the following conditions:

a) the students must be enrolled at a government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training effort is consistent with:
- the strategic priorities as outlined in the State Training Profile; and
- Education District planning priorities;

g) VET in government schools is not to include delivery in courses or qualifications classified in the industry groups 19A to 19E. However, delivery in the following qualifications is permitted:
- Certificate of Applied Vocational Study Skills (CAVSS) provided the delivery is in accordance with the CAVSS Protocol; and
- Certificate I in Leadership Development;

h) VET in government schools is not to include delivery at certificate I in the following industry groups;

16A Accounting and Other Business Services;
16C Office and Clerical; and
17A Computing.

VET in non-government schools

Profile funding for VET in non-government schools is subject to the following conditions:

a) the students must be enrolled at a non-government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in non-government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training delivery is in accordance with a plan of courses or qualifications submitted by the Provider and approved by the Minister. The training is to relate to skills shortage areas.

Reporting VET in schools

Note that delivery within the following categories is not included in the ceiling on VET in government and non-government schools:

- School Based Apprenticeships and Traineeships (SBA and SBT);
- School Apprenticeship Link (SAL) delivery; and
- delivery to a student enrolled under a Notice of Arrangement is not VET in Schools because the student has "left" school.

Profile funded VET in schools delivery should be included in the Provider's profile funded training and reported via AVETMISS and student enrolments must be flagged as VET in Schools enrolments as follows:

Type of Student:	VET for Schools
Training type:	O
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	Yes

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

No fees or charges, including resource, tuition and enrolment fees are to be applied to students enrolled in profile funded VET in Schools (Refer to the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*).

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS

School-based Apprenticeships and Traineeships provide an opportunity for full time secondary students enrolled in school to begin preparing themselves for a career. They allow students studying towards the Western Australian Certificate of Education to gain a nationally recognised vocational education and training qualification.

Public funding for School-based Apprenticeships and Traineeships training:

- may be utilised for the component of training delivered and assessed by the Provider;
- is available to students enrolled in both government and non-government schools;
- is to be achieved within the overall bottom line employment based delivery targets established for the Provider; and
- must be in accordance with the Guidelines and Working Principles for School-based Apprenticeships and Traineeships in Western Australia and the Apprenticeship and Traineeship Policy Guidelines.

School-based Apprenticeship and Traineeship delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be coded as follows:

Type of Student:	School based apprenticeship
Training type:	A
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

Type of Student:	School based traineeship
Training type:	T
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

** Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource, tuition and enrolment fees, are to be applied to students enrolling in School Based Apprenticeships and Traineeships.

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK

The School Apprenticeship Link (SAL) program supports the achievement of the Government's targets for employment based training and school retention. The approach is aimed at increasing young people's participation in education, employment and training and in particular in achieving a successful transition from school to an apprenticeship.

SAL is a school-based transition program delivered by a RTO and available for students in Years 11 and 12. There are two SAL options in various trades; a two semester family of trades program and a three semester trade specific pre-apprenticeship.

The SAL Family of Trades model allows students to experience a range of trades within an industry to assist them in making an informed choice when selecting their apprenticeship.

The SAL Pre-Apprenticeship model accommodates students who are clear on the trade they want to undertake and provides for direct credit on entry into an apprenticeship. SAL Pre-Apprenticeships are identical to mainstream pre-apprenticeships.

SAL placements funded at each college are determined by the Department. The Department allocates funded places for both Government and non-Government schools. Providers must seek approval from the Department for any change in the number of SAL places.

Profile funded SAL delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be codes as follows:

Type of Student:	School apprenticeship link
Course	Appropriate SAL qualification
Training type:	P
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource and course fees are to be applied to students enrolled in profile funded SAL programs.

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING

This policy applies to all publicly funded RPL assessments.

Policy:

1. The Minister will fund the student curriculum hours (SCH) associated with RPL assessments at the same rate as other forms of training delivery.
2. Excessive reporting of Unsuccessful RPL will be monitored and, if necessary, funding constraints may be applied to future Delivery and Performance Agreements.
3. The SCH associated with the RPL assessments for any one client each semester should not exceed the SCH required for a full qualification. RPL reported for each client will be monitored and funding constraints may be applied to future Delivery and Performance Agreements where excessive RPL has been reported for a client.
4. Fee for Service arrangements should be established where the aim of a RPL process is to:
   a) prepare school teachers to deliver VET qualifications; or
   b) assess the competencies of a government employee, where those competencies form part of the government agency's conditions of employment, or are a requirement for promotion.

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY

In support of the National Strategy for Vocational Education and Training for Adult Prisoners and Offenders in Australia, the Department of Corrective Services (DCS) and the Department of Education and Training, in liaison with Providers, are developing a joint planning process and standard protocols for prison based delivery. The aim is to establish a framework for the provision of high standard vocational education and training for offenders in WA prisons.

As an initial step in the on-going process of developing cooperative working arrangements between Providers and the DCS, the following protocols will apply in 2009:

- The Provider will develop planned prison delivery in consultation with DCS;
- The Provider will work with DCS in the development of mutually agreed business rules for delivery in a prison. Once agreed, these business rules will form the basis of a memorandum of understanding between the Provider and DCS;
- The Provider will keep DCS informed of the actual delivery through regular reports and meetings; and
- The Provider gives permission for the Department releasing information to DCS on the Provider's actual and planned delivery across all years associated with prisoners. Such information is not to include individual student information.

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT

This protocol provides a basis for the use and evaluation of professional development (PD) funded through the STQC program. STQC funded PD activities must be additional to core PD activities.

The Minister will provide the STQC funding as identified in Table 4, subject to the submission of an acceptable PD Plan. The provider will be required to repay any STQC funds that have not been spent on approved PD activities.

The purpose of these guidelines is:

- To provide information on the requirements and content of the annual PD Plan and report to be submitted to the VET Programs and Development Branch of the Department for STQC funded PD activities.
- To ensure there is a strong focus on teaching, learning and assessment of lecturers, it will be necessary to develop strategies for the maximum number of practitioners to benefit from the funding recognising that there is a mutual responsibility for colleges to provide opportunities for PD.
- To ensure there is clear evidence in the reporting process that learning and development activities are producing measurable improvements in the quality of teaching, learning and assessment in TAFEWA

Requirements

The Provider shall develop, submit and implement an annual PD Plan that;

- aligns with STQC's key directions for the current calendar year. These directions will be supplied by the VET Programs and Development Branch of the Department.
- demonstrates how STQC funding is providing PD opportunities over and above existing and on-going PD.
- Clearly identifies:
    - programs/initiatives/projects/courses funded by STQC which will take place
    - how PD activities will be organised
    - how the success of the activities will be monitored and measured with evidence of improved teaching, learning and assessment practices.

The Provider shall submit an annual report for the calendar year that includes;

- details of the programs/ initiatives/projects/ courses funded by STQC with a demonstration of how this funding provided PD support over and above on-going PD
- an evaluation, including performance indicators, of the effectiveness of the STQC funding support, and if appropriate a rationale for adjustments to original plan
- an acquittal statement of how the funds have been allocated, signed by the Managing Director, showing funds expended on the program in the annual PD Plan.

TIMELINE

Submit PD Plan	Last Friday in February
Submit annual report	First Friday in December

SCHEDULE 10 IMPLEMENTATION OF THE GOLDFIELDS ESPERANCE WORKFORCE DEVELOPMENT PLAN

The Department is progressively commissioning workforce development plans for all nine regions in Western Australia. The plans quantify existing and anticipated skill and labour shortages for key industry areas within each region, examine major factors inhibiting the capacity of employers to attract and retain a suitable workforce and identify strategies and actions required to address these issues.

With the guidance and support of the Goldfields-Esperance Workforce Development Alliance, the Goldfields-Esperance Workforce Development (GEWD) Plan was completed in 2008. The *Workforce Futures for the Goldfields-Esperance Region: Full Report and Workforce Plan*[1] *includes* a 40 point action plan, which identifies recommended activities relevant to education and training, attraction and retention, and ongoing labour market evaluation, monitoring and research.

Members of the Alliance will oversee the progressive implementation of the action plan, however the Department will provide funding to the Provider to employ a GEWD Action Plan Coordinator to:

- monitor progress in relation to implementation of the action plan;
- undertake various activities associated with implementation of the action plan;
- liaise with relevant stakeholders including (but not restricted to) members of the Alliance, working groups and other relevant groups associated with implementation of the action plan;
- compile reports as required for relevant parties including the Alliance and the Minister.

Funding

In addition to funding provided by the Department under the 2008 Delivery and Performance Agreement ($50,000), further funding of $30,000 will be paid to the Provider in 2009 for Employment of GEWD Action Plan Coordinator (including on costs).

The activity associated with this funding is to be completed by 31 December 2009. The Provider may be required to pay a refund of funds that have not been fully expended for the approved purpose by 31 December 2009.

Monitoring and Reporting

1. Progress report

The Provider is to submit a progress report to the Department by 30 April 2009 that:

- broadly identifies the activities undertaken by the coordinator and their achievements to 30 April 2009; and
- broadly identifies work to be undertaken by the coordinator in the period 1 May to 31 December 2009.

[1] Goldfields-Esperance Workforce Development Alliance (2008) *Workforce Futures for the Goldfields-Esperance Region: Full Report and Workforce Plan.* University of Western Australia, School of Earth and Geographical (awaiting publication).

In relation to Department funding provided for employment of the Coordinator in the 2008 Delivery and Performance Agreement ($50,000) and the 2009 Agreement ($30,000), only one progress report should be submitted to the Department for the period to 30 April 2009.

2. Final report

The Provider is to submit a final report to the Department by 31 December 2009 that:

- broadly identifies the activities undertaken by the coordinator and their achievements to 31 December 2009; and
- includes an acquittal statement of the funds.

In relation to Department funding provided for employment of the Coordinator in the 2008 Delivery and Performance Agreement ($50,000) and the 2009 Agreement ($30,000), only one final report should be submitted to the Department for the period to 31 December 2009.

Report Submission and Contact Details

Further information on this initiative is available for Dr Janina Conner (telephone 9264 4544). The progress and final report should be submitted to the following email address: janina.conner@det.wa.edu.au or sent by mail to:

Dr Janina Conner
Industry and Community Planning
Department of Education and Training
151 Royal Street
EAST PERTH WA 6004

Table 1: College Profile Matrix (All Delivery)

	Industry Group	*Apprentices and trainees*	*Certificate I and II*	*Certificate III and IV*	*Diploma+*	*Total*
01A	Recreation Sports and Entertainment	0	8,200	16,404	0	**24,604**
01B	Visual and Performing Arts	0	2,310	2,400	0	**4,710**
01C	Design	0	0	0	0	**0**
02A	Automotive	29,651	9,190	2,471	0	**41,312**
03A	Building and Constructions	11,162	8,816	0	0	**19,978**
03B	Surveying and Building	0	0	0	0	**0**
04A	Community Service Workers	920	0	13,240	0	**14,160**
04B	Education and Childcare	0	0	41,790	5,125	**46,915**
04C	Health	0	0	1,465	17,110	**18,575**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	0	0	0	**0**
06A	Food Trades and Processing	0	0	0	0	**0**
07A	Clothing Footwear and Soft Furnishings	0	900	0	0	**900**
07B	Furniture Manufacture	1,866	0	0	0	**1,866**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	570	5,160	28,475	0	**34,205**
09A	Engineering and Drafting	0	0	6,804	0	**6,804**
09B	Metal and Mining	101,710	12,149	7,320	0	**121,179**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	1,840	0	6,340	450	**8,630**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	2,790	0	0	0	**2,790**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	6,530	3,600	0	0	**10,130**
12B	Retail	8,085	2,580	720	0	**11,385**
13A	Cooking	7,940	3,840	500	0	**12,280**
13B	Hospitality	784	0	0	0	**784**
13C	Tourism	0	0	0	0	**0**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	0	0	0	**0**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	30,528	0	0	0	**30,528**
16A	Accounting and Other Business Services	0	0	0	0	**0**
16B	Management	0	0	6,175	12,875	**19,050**
16C	Office and Clerical	3,000	18,110	11,485	0	**32,595**
17A	Computing	0	0	7,500	0	**7,500**
18A	Science and Technical Workers	0	0	3,440	7,540	**10,980**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	19,610	0	0	**19,610**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	6,300	0	0	0	**6,300**
	Total	**213,676**	**94,465**	**156,529**	**43,100**	**507,770**

College Profile Matrix (Major Regional Centre - Regional Loading)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	0	4,500	12,704	0	**17,204**
01B	Visual and Performing Arts	0	0	2,400	0	**2,400**
01C	Design	0	0	0	0	**0**
02A	Automotive	21,600	5,970	2,471	0	**30,041**
03A	Building and Constructions	9,614	3,840	0	0	**13,454**
03B	Surveying and Building	0	0	0	0	**0**
04A	Community Service Workers	920	0	10,420	0	**11,340**
04B	Education and Childcare	0	0	25,920	5,125	**31,045**
04C	Health	0	0	0	15,910	**15,910**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	0	0	0	**0**
06A	Food Trades and Processing	0	0	0	0	**0**
07A	Clothing Footwear and Soft Furnishings	0	900	0	0	**900**
07B	Furniture Manufacture	1,866	0	0	0	**1,866**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	570	0	20,690	0	**21,260**
09A	Engineering and Drafting	0	0	6,804	0	**6,804**
09B	Metal and Mining	86,688	9,224	7,320	0	**103,232**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	0	0	0	0	**0**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	2,790	0	0	0	**2,790**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	6,530	3,600	0	0	**10,130**
12B	Retail	6,585	0	720	0	**7,305**
13A	Cooking	5,950	3,840	500	0	**10,290**
13B	Hospitality	0	0	0	0	**0**
13C	Tourism	0	0	0	0	**0**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	0	0	0	**0**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	30,528	0	0	0	**30,528**
16A	Accounting and Other Business Services	0	0	0	0	**0**
16B	Management	0	0	6,175	12,875	**19,050**
16C	Office and Clerical	3,000	12,610	7,435	0	**23,045**
17A	Computing	0	0	3,300	0	**3,300**
18A	Science and Technical Workers	0	0	3,440	7,540	**10,980**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	16,650	0	0	**16,650**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	6,300	0	0	0	**6,300**
	Total	**182,941**	**61,134**	**110,299**	**41,450**	**395,824**

College Profile Matrix (Hinterland - Regional Loading)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	0	3,700	3,700	0	**7,400**
01B	Visual and Performing Arts	0	2,310	0	0	**2,310**
01C	Design	0	0	0	0	**0**
02A	Automotive	8,051	3,220	0	0	**11,271**
03A	Building and Constructions	1,548	4,976	0	0	**6,524**
03B	Surveying and Building	0	0	0	0	**0**
04A	Community Service Workers	0	0	2,820	0	**2,820**
04B	Education and Childcare	0	0	15,870	0	**15,870**
04C	Health	0	0	1,465	1,200	**2,665**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	0	0	0	**0**
06A	Food Trades and Processing	0	0	0	0	**0**
07A	Clothing Footwear and Soft Furnishings	0	0	0	0	**0**
07B	Furniture Manufacture	0	0	0	0	**0**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	5,160	7,785	0	**12,945**
09A	Engineering and Drafting	0	0	0	0	**0**
09B	Metal and Mining	15,022	2,925	0	0	**17,947**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	0	0	3,300	0	**3,300**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	0	0	0	0	**0**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	0	0	0	0	**0**
12B	Retail	1,500	2,580	0	0	**4,080**
13A	Cooking	1,990	0	0	0	**1,990**
13B	Hospitality	784	0	0	0	**784**
13C	Tourism	0	0	0	0	**0**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	0	0	0	**0**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	0	0	0	0	**0**
16A	Accounting and Other Business Services	0	0	0	0	**0**
16B	Management	0	0	0	0	**0**
16C	Office and Clerical	0	5,500	4,050	0	**9,550**
17A	Computing	0	0	4,200	0	**4,200**
18A	Science and Technical Workers	0	0	0	0	**0**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	2,960	0	0	**2,960**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	0	0	0	**0**
	Total	**28,895**	**33,331**	**43,190**	**1,200**	**106,616**

College Profile Matrix (Goldfields Communities)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	0	0	0	0	**0**
01B	Visual and Performing Arts	0	0	0	0	**0**
01C	Design	0	0	0	0	**0**
02A	Automotive	0	0	0	0	**0**
03A	Building and Constructions	0	0	0	0	**0**
03B	Surveying and Building	0	0	0	0	**0**
04A	Community Service Workers	0	0	0	0	**0**
04B	Education and Childcare	0	0	0	0	**0**
04C	Health	0	0	0	0	**0**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	0	0	0	**0**
06A	Food Trades and Processing	0	0	0	0	**0**
07A	Clothing Footwear and Soft Furnishings	0	0	0	0	**0**
07B	Furniture Manufacture	0	0	0	0	**0**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	0	0	**0**
09B	Metal and Mining	0	0	0	0	**0**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	1,840	0	3,040	450	**5,330**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	0	0	0	0	**0**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	0	0	0	0	**0**
12B	Retail	0	0	0	0	**0**
13A	Cooking	0	0	0	0	**0**
13B	Hospitality	0	0	0	0	**0**
13C	Tourism	0	0	0	0	**0**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	0	0	0	**0**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	0	0	0	0	**0**
16A	Accounting and Other Business Services	0	0	0	0	**0**
16B	Management	0	0	0	0	**0**
16C	Office and Clerical	0	0	0	0	**0**
17A	Computing	0	0	0	0	**0**
18A	Science and Technical Workers	0	0	0	0	**0**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	0	0	0	**0**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	0	0	0	**0**
	Total	**1,840**	**0**	**3,040**	**450**	**5,330**

Table 2: Training Delivery Ceilings

	SCH
Ceiling for profile-funded VET for Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**45,000**
Ceiling for profile-funded VET for Non Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**2,250**
Ceiling for profile-funded Institutional delivery in prisons Delivery must be recorded against a prison training provider location (campus) code.	**4,000**
Ceiling for profile-funded Institutional delivery in certificate I and below courses Certificate I and below is defined as delivery against qualifications/courses with ASCED level of Education Id greater than or equal to 524.	**36,260**

Table 3: MLCR Matrix (2007 Benchmark Data)

Industry Group		MLCR State Average	MLCR College Actual
01A	Recreation Sports and Entertainment	79%	74%
01B	Visual and Performing Arts	78%	85%
01C	Design	70%	0%
02A	Automotive	91%	97%
03A	Building and Constructions	88%	83%
03B	Surveying and Building	67%	0%
04A	Community Service Workers	79%	94%
04B	Education and Childcare	75%	84%
04C	Health	79%	76%
04D	Library Workers	84%	0%
05A	Finance Insurance Property Service Workers	77%	0%
06A	Food Trades and Processing	89%	100%
07A	Clothing Footwear and Soft Furnishings	75%	79%
07B	Furniture Manufacture	80%	96%
08A	Communications	0%	0%
08B	Printing & Publishing	82%	91%
09A	Engineering and Drafting	71%	67%
09B	Metal and Mining	87%	98%
10A	Animal Care	77%	0%
10B	Forestry, Farming and Landcare	84%	90%
10C	Fishing	81%	0%
10D	Horticulture	81%	83%
11A	Process Manufacturing	96%	0%
12A	Personal Service	82%	87%
12B	Retail	76%	99%
13A	Cooking	78%	73%
13B	Hospitality	77%	99%
13C	Tourism	77%	100%
13D	Travel agents	70%	0%
14A	Transport Trades, Storage and Associated	88%	0%
15A	Electrical and Electronic Engineering	62%	0%
15B	Electrical Trades	88%	100%
16A	Accounting and Other Business Services	67%	85%
16B	Management	66%	84%
16C	Office and Clerical	68%	71%
17A	Computing	59%	82%
18A	Science and Technical Workers	79%	75%
19A	ACE	0%	0%
19B	Adult Literacy/ESL	46%	73%
19C	Languages	73%	0%
19D	Miscellaneous	39%	0%
19E	Targetted Access and Participation Courses	70%	74%

Table 4: Funding for College Training Profile

Student Curriculum Hours (SCH)	507,770
Teaching Hours (TH)	47,469
Marginal Unit cost (for use in refund calculation)	
Employment Based Training	$11.31
Institutional Based Training	$9.42
Lecturing Staff	
Salaries Funding	$3,671,191
Remote / Regional Loadings	$0
Total Funding for Lecturing Staff	**$3,671,191**
Academic Support Staff	
Salaries Funding	$422,141
Remote / Regional Loadings	$0
Total Funding for Academic Support Staff	**$422,141**
Program Management Staff	
Salaries Funding	$438,962
Remote / Regional Loadings	$0
Total Funding for Program Management	**$438,962**
Non-teaching Staff	
Step 1	$1,389,500
Step 2	$514,875
Step 3	$208,316
Remote / Regional Loadings	$0
Total Funding for Non-Teaching Staff	**$2,112,691**

Consumables

Consumables	$255,191
Remote / Regional Loadings	$25,519
Total Funding for Consumables	**$280,710**

Fixed, Indirect and Semi-variable Costs

Fixed Costs	$1,275,060
Indirect Costs	$12,541
Fixed Component of Semi-variable costs	$229,261
Variable Component of Semi-variable costs	$59,492
Lease costs	$13,758
Capped costs	$111,857
Total Funding for Fixed, Indirect and Semi-Variable Costs	**$1,701,970**

Capital-related items

Minor Works	$63,810
Equipment	$175,720
Maintenance	$218,607
Total Funding for Capital-related Items	**$458,137**

Community Service Obligations and Additional Items

Support for Students with Disabilities	$42,118
Interest & Other Finance Costs (Debt Servicing)	$912,460
GROH	$587,444
Goldfields Arts Centre	$287,171
Trade Lecturer Salary Funding in Specific Skill Shortage Areas	$155,489
Duty of Care Funding Allocation	$117,134
Indigenous Funding	$112,725
Additional funds to support 3.4 FTE Gardener	$105,328
Thin Market Loading for Apprenticeships	$77,437
State Training Quality Committee Funding	$69,030
Mobile Training Facility	$50,000
School Student Resource Fees	$37,238
Provision for Operating Costs for New centre	$32,250
Once-Off Funding for Special Projects	$30,000
SAL Coordination Support	$25,000
AQTF Systems Development and Implementation	$24,648
Retention Funding Adjustment	-$40,723
Total Funding for CSOs and Additional Items	**$2,624,749**

LESS Tuition Fee Revenue	**-$454,454**
TOTAL FUNDING	**$11,256,097**

Table 5: Funded ASL, Principal Lecturer and Salary Maintenance positions

Lecturer Type	Name	Funding	FTE	Salary
ASL2	Profile proportion of Lecturers Certified Agreement quota		1.78	$129,911
Funding (incl on-cost @ 13.84%)		**$147,891**	**1.78**	

Total Funding (incl on-cost @ 13.84%) **$147,891**

Table 6: Industry Groups subject to Hard Ceilings

Industry Group	
01B	Visual and Performing Arts
16B	Management
19B	Adult Literacy/ESL

Table 7: Apprenticeships subject to 'thin markets' loading

Apprenticeship
GARDENER
CABINETMAKING
AUTOMOTIVE TECHNICIAN
AUTOMOTIVE ELECTRICIAN
AUTOMOTIVE ELECTRICAL FITTING

Table 8: Special Terms and Conditions Under Clause 28

a) To support Recognition of Prior Learning (RPL) delivery the Provider will:

• Nominate a single contact point for RPL referrals from the Career Development Centre (CDC). Implementation of the 'One-Stop-Shop / Referral Centre' through the CDC will require a single contact point within each Provider to enable a seamless experience for the applicant and a streamlined RPL process for both the Provider and the CDC;

• Offer candidates referred from the CDC an interview within 10 working days of the referral;

• Ensure that correct coding is used to enable all RPL activity to be captured as RPL

• Aim to grow RPL delivery above the level reported in 2008; and

• Increase Scope of Registration for Trade Skills Recognition (TSR).

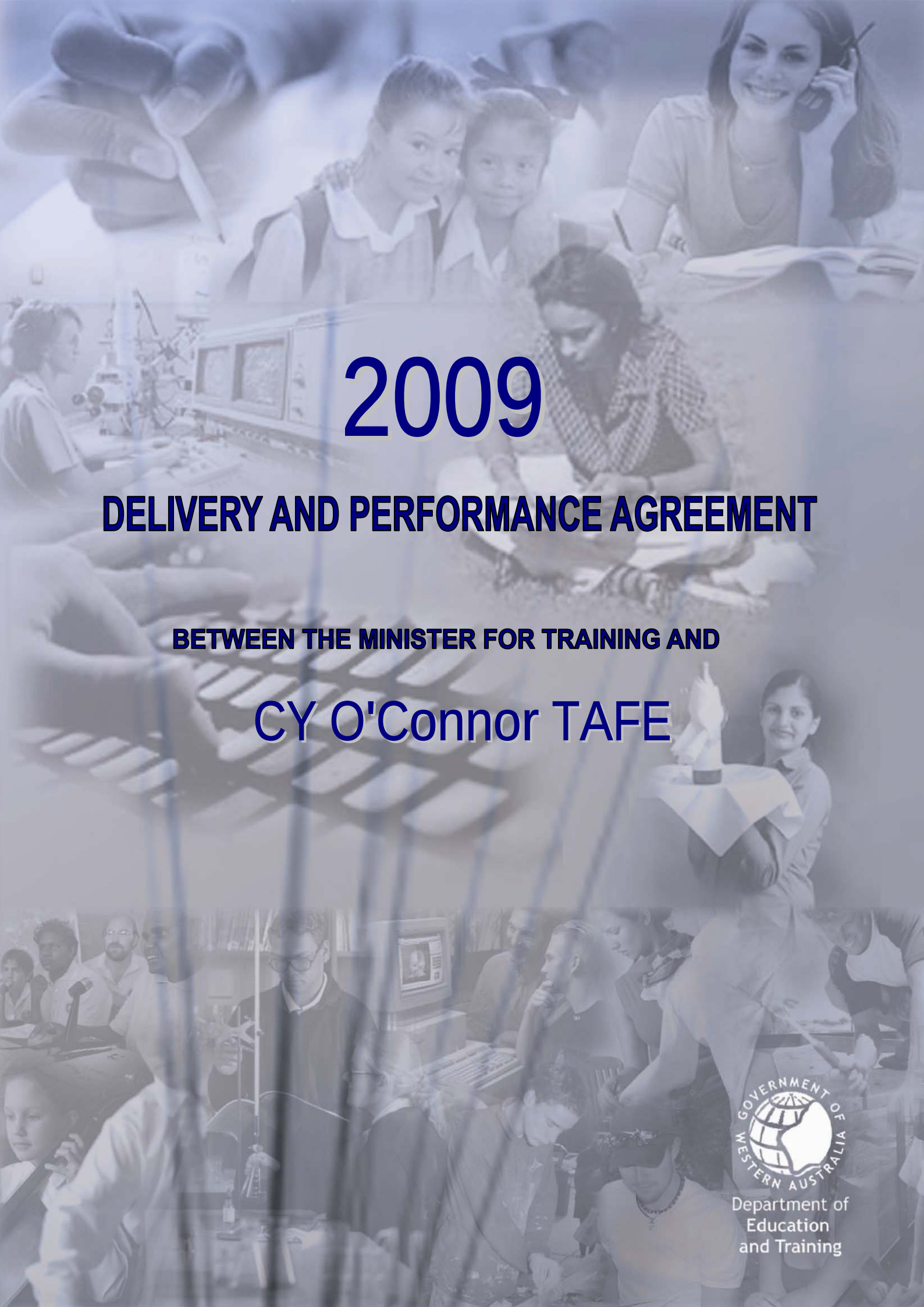
b) The Provider will be funded for approximately 9,000 SCH of training to students at the Christian Aboriginal Parent Directed School and this delivery will not be counted towards the ceiling on VET in Schools.

Table 9: Skill Shortage Matrix

Wadt Group	Apprentices and Trainees	Skill Shortage Institutional	General Institutional	Total SCH
01A Recreation Sports and Entertainment	0	5,310	19,294	24,604
01B Visual and Performing Arts	0	0	4,710	4,710
01C Design	0	0	0	0
02A Automotive	29,651	2,471	9,190	41,312
03A Building and Constructions	11,162	0	8,816	19,978
03B Surveying and Building	0	0	0	0
04A Community Service Workers	920	6,800	6,440	14,160
04B Education and Childcare	0	10,995	35,920	46,915
04C Health	0	18,575	0	18,575
04D Library Workers	0	0	0	0
05A Finance Insurance Property Service Workers	0	0	0	0
06A Food Trades and Processing	0	0	0	0
07A Clothing Footwear and Soft Furnishings	0	0	900	900
07B Furniture Manufacture	1,866	0	0	1,866
08A Communications	0	0	0	0
08B Printing & Publishing	570	0	33,635	34,205
09A Engineering and Drafting	0	0	6,804	6,804
09B Metal and Mining	101,710	2,600	16,869	121,179
10A Animal Care	0	0	0	0
10B Forestry, Farming and Landcare	1,840	3,490	3,300	8,630
10C Fishing	0	0	0	0
10D Horticulture	2,790	0	0	2,790
11A Process Manufacturing	0	0	0	0
12A Personal Service	6,530	0	3,600	10,130
12B Retail	8,085	720	2,580	11,385
13A Cooking	7,940	0	4,340	12,280
13B Hospitality	784	0	0	784
13C Tourism	0	0	0	0
13D Travel agents	0	0	0	0
14A Transport Trades, Storage and Associated	0	0	0	0
15A Electrical and Electronic Engineering	0	0	0	0
15B Electrical Trades	30,528	0	0	30,528
16A Accounting and Other Business Services	0	0	0	0
16B Management	0	4,475	14,575	19,050
16C Office and Clerical	3,000	0	29,595	32,595
17A Computing	0	0	7,500	7,500
18A Science and Technical Workers	0	7,540	3,440	10,980
19A ACE	0	0	0	0
19B Adult Literacy/ESL	0	0	19,610	19,610
19C Languages	0	0	0	0
19D Miscellaneous	0	0	0	0
19E Targetted Access and Participation Courses	6,300	0	0	6,300
Total	213,676	62,976	231,118	507,770

Table 10: Benchmarks for Training in Skill Shortage and Other Priority Areas

	2007 Actual	2009 Planned
Employment-based Training (Benchmark: TRS Commencements)		
TRS Commencements	359	393
Student Curriculum Hours	195,130	213,676
Institutional Skill Shortages (Benchmark: Course Enrolments)		
Course Enrolments*	206	263
Student Curriculum Hours*	49,293	62,976
*Note: both years are calculated using the PPP Skill Shortage List		
Indigenous Cert III+		
Course Enrolments	110	114
Indigenous Regional		
Course Enrolments	231	329
Disability		
Course Enrolments	107	120
15-19		
Course Enrolments	857	762
Certificate IV and Above		
Course Enrolments	289	499
Student Curriculum Hours	63,652	109,845



2009

DELIVERY AND PERFORMANCE AGREEMENT

BETWEEN THE MINISTER FOR TRAINING AND

CY O'Connor TAFE

GOVERNMENT OF WESTERN AUSTRALIA

Department of Education and Training

TABLE OF CONTENTS

SECTION I ABOUT THIS AGREEMENT 3

1. PARTIES 3
2. INTERPRETATION 3
3. TERM OF THIS AGREEMENT 5
4. SCOPE 5

SECTION II SUMMARY OF ROLES 7

5. ROLE OF THE MINISTER 7
6. ROLE OF THE PROVIDER 7

SECTION III TRAINING DELIVERY 8

7. STUDENT SERVICE STANDARDS 8
8. TRAINING PACKAGES 8
9. INABILITY TO PROVIDE TRAINING SERVICES 9
10. TRAINING ARRANGEMENTS 9
11. ACCESS AND EQUITY 10
12. CONFIDENTIALITY 10
13. TRANSFER OF APPRENTICES AND TRAINEES 10
14. RECOGNITION OF PRIOR LEARNING 10

SECTION IV PAYMENT 11

15. PAYMENT FOR TRAINING SERVICES 11
16. ADDITIONAL TRAINING SERVICES 11

SECTION V MEASURING PERFORMANCE 12

17. RECORD-KEEPING 12
18. AUDITS AND MONITORING VISITS 12
19. STUDENT SURVEYS 12
20. INVALID ENROLMENTS (IE) 13
21. CONTRACT PERFORMANCE CRITERIA 13

SECTION VI FINANCIAL MATTERS 15

22. ALTERNATIVE FUNDING 15
23. TAXES 15

SECTION VII ADMINISTRATION OF THIS AGREEMENT 16

24. APPLICABLE LAW 16
25. VARIATIONS 16
26. SEVERABILITY 16
27. WAIVER 16
28. ENTIRE CONTRACT 16
29. COMPLIANCE WITH LAW 16
30. SPECIAL TERMS AND CONDITIONS 16
31. NOTICES 17
32. SIGNATORIES TO THIS AGREEMENT 18

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE 19

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE 21

1. FUNDING 21
2. PAYMENT SCHEDULE 21
3. REFUND 21

SCHEDULE 3 REPORTING REQUIREMENTS 25

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS 26

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS 28

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK 30

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING 31

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY 32

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT 33

SCHEDULE 10 PROVISION OF ADVICE ON VOCATIONAL EDUCATION AND TRAINING NEEDS FOR 2010-2012 34

SECTION I ABOUT THIS AGREEMENT

1. Parties

This is an Agreement between the Minister for Training ("the Minister") and CY O'Connor TAFE ("the Provider").

2. Interpretation

In this Agreement, unless the context indicates otherwise:

a) headings are for reference only;

b) a reference to a person includes a reference to any corporation or entity that is recognised by law;

c) plural words include the singular and vice versa; and

d) the following terms have specific meanings assigned to them:

"Acquittal Certificate" means a document, issued by the Provider, confirming that both the Minister and the Provider have met all of the terms of this Agreement.

"Agreement" means this document, including any Schedules and Variations.

"Apprentice" means an apprentice or 'industrial trainee' registered in Western Australia in accordance with the *Industrial Training Act* 1975 (WA).

"AQTF" means the Australian Quality Training Framework.

"Credit Transfer" means credit granted to a student for a Unit of Competency achieved through participation in another training program.

"Employment based training" or "EBT" means training delivered to an apprentice or trainee.

"End of Study reporting" means the reporting of module and unit enrolments that end in the collection year and therefore have finalised outcomes.

"Enrolment" means participation with an RTO of a student in learning and/or assessment against a Unit of Competency. A complete definition is available in the WA VET Enrolment Data Standard.

"General Institutional" or "GI" means institutional based training in areas other than Skills Shortage Areas.

"GST" means a tax in the nature of a supply or goods and services tax imposed by the Commonwealth of Australia.

"Industry Group" is a classification, determined by the Minister, of the occupation or outcome that a qualification is intended to serve.

"Institutional based training" or "IBT" means training delivery other than training for an apprentice or trainee.

"Invalid Enrolment" or "IE" refers to an enrolment where the Provider cannot provide proof of student participation as required by the appropriate version of the *Western Australian VET Enrolment Data Standard*.

"Minister" means the Minister for Training, a body corporate as constituted under section 7 of the *Vocational Education and Training Act 1996 (WA).* References to the Minister include a reference to authorised officers of the Western Australian Department of Education and Training.

"Module" means a component of an accredited course against which a student is assessed. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"Notice of Arrangement" is an arrangement defined in the *Acts Amendment (Higher School Leaving Age and Related Provisions) Act 2005* under which a person who has not reached the age of 18, is enrolled in full time accredited training, a gazetted course, an approved combination of education, training and/or employment, becomes an apprentice or trainee or engages in other approved employment.

"Provider" means CY O'Connor TAFE.

"Registered Training Organisation" or "RTO" means a training provider registered with the Training Accreditation Council of Western Australia.

"Recognition of prior learning" or "RPL" is an assessment process resulting in the formal recognition of competencies acquired through formal or informal training, work experience and / or life experience.

"Recognition of current competencies" is an assessment process resulting in the confirmation that a student is currently competent in a Unit of Competency previously attained through training and assessment by an RTO.

"Skills Shortage Areas" are the qualifications identified by the Minister as priority for addressing skills shortage occupations. The qualifications in Skills Shortage Areas are identified in the Course Master file.

"Skills Shortage Institutional" or "SSI" means IBT delivery in Skills Shortage Areas.

"Student" means a person who is provided with Training Services under this Agreement.

"Student Curriculum Hours" or "SCH" means the number of enrolments in a Unit of Competency multiplied by a figure recognised by

the Minister as the weight of that Unit of Competency relative to other Units of Competency.

"TAFEWA College" means a College established under the *Vocational Education and Training Act 1996 (WA).*

"Trainee" means a trainee registered in Western Australia in accordance with the *Vocational Education and Training* Act *1996 (WA).*

"Training Arrangement" means an agreement between the Provider and another person to provide some or all of the Training Services in this Agreement.

"Training Package" means an integrated set of nationally endorsed competency standards, assessment Guidelines and Australian Qualifications Framework (AQF) qualifications for a specific industry, industry sector or enterprise.

"Training Services" means the services listed in Schedule 1.

"Unit of Competency" is a component of a training package qualification against which a student is assessed. A Unit of Competency refers to a discrete workplace requirement and includes the knowledge and skills that underpin competency as well as language, literacy and numeracy; and occupational health and safety requirements. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"VET" means Vocational Education and Training.

"VET Level" is a classification, determined by the Minister, which separates Traineeships and Apprenticeships (Employment Based Training) from other delivery (Institutional Based Training) and sub-divides the latter on the basis of Australian Qualification Framework levels.

3. Term of this Agreement

a) The Agreement will conclude on 31 December 2008 or when the Training Services described under Schedule 1 are completed.

b) The Minister may, within twelve months of signing this Agreement, exercise an option to extend this Agreement.

c) The Minister may extend this Agreement on up to two separate occasions, with the maximum period of each extension being one year.

4. Scope

a) Enrolments will only be funded under this Agreement where they meet the criteria in Schedule 1.

b) Unless expressly stated in Schedule 1, the following categories of Enrolments will not be funded under this Agreement:

i enrolments by students whose primary place of residence is not in Western Australia;

ii enrolments by residents of Christmas Island or Cocos Island;

iii enrolments by students who are neither Australian citizens nor permanent residents of Australia, except where the student is a holder of a visa that entitles the student to enrol in training at the fee rates that apply to publicly funded training (as identified in the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*);

iv higher education programs, including University preparation courses (ie programs whose sole or primary aim is to provide entrance to a university course);

v delivery to secondary school students, unless the delivery is under a Notice of Arrangement;

vi IBT delivery in prisons, or to prisoners;

vii programs classified by the Minister as Adult and Community Education;

viii enrolments in programs that are not accredited by the Training Accreditation Council, or which fall outside of the Provider's scope of registration;

ix credit transfers, exemptions, enrolments for recognition of current competency and exam only enrolments.

SECTION II SUMMARY OF ROLES

5. Role of the Minister

The Minister:

a) agrees to provide the funding described in Schedule 2 in accordance with the Payment Schedule described in Schedule 2;

b) will supply the Provider with details of the process for claiming funding under this Agreement; and

c) is only required to provide funding where the Provider meets all of the terms of this Agreement.

6. Role of the Provider

The Provider:

a) agrees to provide the Training Services described in Schedule 1;

b) will meet all relevant requirements of the AQTF, including registration with the Training Accreditation Council;

c) agrees to submit information to the Minister as described in Schedule 3;

d) agrees to meet all of the terms of this Agreement, and of any other Agreements with the Minister;

e) agrees to repay to the Minister any refund as described in Schedule 2;

f) agrees to collect fees from students in accordance with the most current *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*;

g) will comply with the *Apprenticeships and Traineeships Policy Guidelines* (as issued by the Minister from time to time) including the requirements relating to the implementation of Fast Track Apprenticeships, when providing training to apprentices and trainees;

h) will support the requirement for the State to increase the utilization of publicly funded training infrastructure by making training premises available on a commercial basis for purposes that do not conflict with the Provider's vocational education and training purposes;

i) will submit a revised profile plan at course level for the May and September addendum by 1 May 2009 and 18 September 2009 respectively; and

j) will comply with all other relevant policies and guidelines issued by the Minister.

SECTION III TRAINING DELIVERY

7. Student Service Standards

a) For the Training Services described in Schedule 1, the Provider:

i will ensure that students are given appropriate guidance in relation to the selection of units of competency and that meets the students expected outcomes from the program of study;

ii will ensure that training delivery is consistent with Training Package guidelines, including meeting the criteria for the awarding of qualifications;

iii will ensure that the level of resources, including the actual hours of instruction or other supervised learning modes, that is provided to students reflects the content of the program of study and allows for a successful outcome; and

iv will ensure students enrolling in a course of study outside of the normal full-time admissions process comply with the minimum entrance requirements policy.

8. Training Packages

a) Unless otherwise agreed, where:

i a Training Package has been approved for public funding in Western Australia, and

ii the Purchasing Guide (formerly known as Implementation Guide) for the Training Package indicates that the Package covers one or more of the Training Services in Schedule 1,

the Provider must use only qualifications from this Training Package when providing those Training Services to new students.

b) Existing students studying superseded courses should be encouraged to transfer into the equivalent training package qualification as soon as possible. Existing students must be given the option to complete the course or qualification in which they are currently enrolled if transition to the new or equivalent qualification will cause disadvantage in increased nominal hours or cost. New students must be enrolled in the new or equivalent training package qualification within 12 months of final endorsement, provided that a Purchasing Guide is available for implementing the training package. If this requirement cannot be met, approval must be obtained to continue delivering the superseded course or qualification.

9. Inability to Provide Training Services

a) Where the Provider is unable to offer the Training Services described in Schedule 1, the Provider shall:

   i notify the Minister within seven days;

   ii make reasonable efforts to assist students to enrol with an alternative Registered Training Organisation.

b) Where the Provider cannot assist students to enrol with an alternative Registered Training Organisation, the Provider shall notify the Minister within seven days.

c) Where in the opinion of the Minister, the Provider is unlikely to achieve the training targets stated in Schedule 1 by 31 December 2009, the Minister may renegotiate the training targets to reflect targets that can be justified against current enrolments and delivery achieved in previous years.

10. Training Arrangements

a) The Provider may enter into a Training Arrangement, but the Provider remains responsible for ensuring that the terms of this Agreement are met.

b) In particular, the Provider remains responsible for ensuring that the Training Services are delivered in accordance with the AQTF.

c) The terms of a Training Arrangement must be in writing, and must not be inconsistent with this Agreement.

d) The Provider shall pay all costs associated with a Training Arrangement.

e) The Provider shall advise students, prior to the commencement of training services, of the existence of a Training Arrangement.

f) Within fourteen days of signing a Training Arrangement, the Provider shall advise the Minister of:

   i the legal name and business address of the other party to the Training Arrangement; and

   ii the training services covered by the Training Arrangement.

g) Where the other party to the Training Arrangement is a TAFE**WA** College, the Training Arrangement must state that “All delivery covered by this contract is to be reported by the other party to the Department of Education and Training as fee for service activity”.

h) Where the Minister is aware of factors that may affect the capacity of a person to meet their obligations under a Training Arrangement, the Minister may notify the Provider of these factors and / or request an appropriate variation to this Agreement.

11. Access and Equity

a) In providing Training Services, the Provider:

i shall comply with the relevant State and Federal Government anti-discrimination legislation including the *Disability Discrimination Act Education Standards 2005*;

ii shall not use sexist, racist or other language which offends community standards;

iii shall ensure that the learning environment is free from harassment or victimisation;

iv shall not use or promote cultural, racial, disability or gender based stereotypes;

v shall ensure that programs and appropriate venues are accessible to all students; and

vi shall ensure that students are provided with additional support services where required.

12. Confidentiality

a) Unless the Minister provides approval in writing, the Provider may not disclose information acquired in connection with this Agreement to any person.

b) In particular, the Provider shall establish procedures to ensure the confidentiality of all information relating to its students.

c) The Provider shall ensure that its employees, agents and contractors also meet the terms of this clause.

13. Transfer of Apprentices and Trainees

a) The Minister must approve the transfer of an apprentice or trainee between RTOs.

b) In cases where an apprentice or trainee transfers to the Provider, the Minister will not fund the Provider under this Agreement for units of competency that have previously been completed and a statement of attainment has been issued by an RTO.

c) The Provider will comply with procedures for transferring apprentices and trainees that are published by the Minister from time to time.

14. Recognition of Prior Learning

a) Recognition of prior learning must be offered to all (individuals, clients, students, participants) upon enrolment and prior to commencement of formal training delivery. Providers must be able to demonstrate that they

have undertaken processes to encourage the uptake of, and to streamline the delivery of RPL.

SECTION IV PAYMENT

15. Payment for Training Services

a) The Minister will make payments to the Provider, following the process contained in Schedule 2.

b) The Minister may, at any time and without notice, vary the process for making payments contained in Schedule 2.

c) Where the Provider does not meet the terms of this Agreement, the Minister may withhold any funding that would otherwise be payable.

d) Where the Provider owes money to the Minister under a separate Agreement, the Minister may offset this against the amount payable for this Agreement.

e) The Minister will conduct a reconciliation of payments at the end of this Agreement.

f) If, at any time, an overpayment is identified, the Minister shall supply the Provider with an invoice for the amount of the overpayment. The Provider shall repay this amount to the Minister within thirty days.

g) If, at any time, an underpayment is identified, the Minister shall pay this amount to the Provider within thirty days.

16. Additional Training Services

a) Training targets, conditions and funding for additional training services (other than the training services defined in Schedule 1) may be defined in additional schedules to this Agreement.

b) Each category of Training Services will be treated separately for funding, reporting and enrolment purposes.

SECTION V MEASURING PERFORMANCE

17. Record-keeping

a) The Provider shall keep all financial, enrolment and assessment records related to this Agreement in a way that will enable them to be conveniently inspected by the Minister or the Minister's nominee.

b) The Provider shall keep accounting records that allow income related to this Agreement to be identified separately.

c) The Provider shall keep all financial, enrolment and assessment documentation for at least twelve months from the expiry of this Agreement. Under the AQTF, some documents will need to be kept for longer than twelve months.

18. Audits and Monitoring Visits

a) For the purposes of assessing compliance with both the AQTF and the terms of this Agreement, upon giving reasonable notice, the Minister or the Minister's nominee may:

i inspect any records under the Provider's control that relate to this Agreement;

ii inspect the premises used for provision of training services; and

iii meet with the employees, agents, contractors and students of the Provider.

b) Unless otherwise agreed between the Minister and the Provider, audits and monitoring visits will take place during business hours.

c) The Provider shall make every effort to assist the Minister or the Minister's delegate to carry out an audit or monitoring visit.

19. Student Surveys

The Minister or the Minister's nominee may conduct surveys of the students being provided with Training Services under this Agreement.

a) The Provider will supply the Minister with information necessary to effectively conduct a student survey.

b) The Minister may publish the results of student surveys, provided that information is not disclosed that would identify individual students.

20. Invalid Enrolments (IE)

a) Upon request from the Minister, the Provider shall provide evidence to prove student participation in each Enrolment for which funding was claimed.

b) Proof of student participation shall meet the standards contained in the appropriate *Western Australian VET Enrolment Data Standard* version.

c) Proof of student participation shall be retained for at least twelve months, as required by clause 17.

d) Where student participation cannot be substantiated, the Minister may adjust the funding payable under Schedule 2.

21. Contract Performance Criteria

a) The Minister may use the Contract Performance Criteria – Quality of Training, Access and Participation, Outcomes Achieved, and Contract Management - when deciding whether to extend this Agreement, vary this Agreement, and / or enter into future Agreements with the Provider.

b) In assessing 'Quality of Training', the Minister may consider the following factors:

i the outcomes of monitoring visits;

ii feedback from student surveys;

iii for delivery to Apprentices and Trainees, feedback from employer surveys;

iv compliance with the AQTF;

v compliance with relevant policies issued by the Minister; and

vi complaints received from the Provider's students.

c) In assessing 'Access and Participation', the Minister may consider the following factors:

i the proportion of students from equity target groups relative to the proportion these groups represent in the general population; and

ii the profile of enrolments by students from equity target groups across industry groups, qualification levels and employment and institutional based pathways.

d) Equity target groups may be identified by the Minister from time to time and include students from the following groups:

i Indigenous students;

ii Students with a disability;

iii Youth (15 to 19 years);

iv Mature age students (over 45 years)

v Students of diverse cultural and linguistic background; and

vi Women

e) In assessing 'Outcomes Achieved', the Minister may consider the following factors:

i the proportion of students successfully completing each Unit of Competency;

ii the proportion of students successfully completing qualifications at certificate III or above;

iii the proportion of students progressing to further study or employment; and

iv the proportion of students achieving a qualification.

These outcomes will be assessed for the student population as a whole, and for targeted access groups within that population.

f) In assessing 'Contract Management', the Minister may consider the following factors:

i the timeliness of reporting by the Provider including the resulting of all enrolments within seven (7) weeks of the expiry of the enrolment activity end date;

ii the maximization of response rates in reporting, to properly allocate students to correct access and participation groups;

iii proportion of claims for payment with errors identified;

iv proportion of Invalid Enrolments (IE) identified;

v the actual level of training delivery compared to the contracted level of training delivery described in Schedule 1;

vi the actual level of training delivery compared to the benchmarks for priority areas of delivery stated in Schedule 1; and

vii the timeliness with which contractual documents are returned to the Minister.

SECTION VI FINANCIAL MATTERS

22. Alternative funding

a) The Provider confirms that, other than the funds provided in this Agreement, it has not received funding for the delivery to be reported under this Agreement.

b) The Provider shall notify the Minister within fourteen days if it secures funding (either in full or in part) for the delivery to be reported under this Agreement.

c) Upon receiving this notification, the Minister may change the amount payable to the Provider under Schedule 2.

23. Taxes

a) The funding in this Agreement is exclusive of GST.

b) In the event that GST is payable on services provided under this Agreement, the GST will be paid by the Minister upon presentation of a valid Tax Invoice.

c) All other taxes, duties and charges shall be paid by the Provider.

SECTION VII ADMINISTRATION OF THIS AGREEMENT

24. Applicable Law

This Agreement is governed by the law of Western Australia.

25. Variations

a) This Agreement may be varied at any time by a signed written agreement between the Minister and the Provider.

b) In deciding whether to agree to a proposed variation, the Minister will have regard to the Contract Performance Criteria described in clause 21.

26. Severability

Where any part of this Agreement is not enforceable (for whatever reason), it does not form part of the Agreement. All other parts of the Agreement will remain in full force.

27. Waiver

a) A waiver of a party's rights under this Agreement must be in writing and signed by that party.

b) A waiver by a party shall not affect that party's rights in respect of any subsequent breach of the Agreement.

28. Entire Contract

The contract between the Minister and the Provider is contained in this Agreement. No other written or verbal arrangement between the parties will be read into this Agreement.

29. Compliance with Law

In carrying out its duties under this Agreement, the Provider must comply with all applicable laws including the *Working With Children (Criminal Record Checking) Act 2004*.

30. Special Terms and Conditions

Special terms and conditions that apply to this Agreement are stated in Table 8.

31. Notices

a) Notices associated with this Agreement must be in writing and delivered to the following addresses:

i To the Minister

Director
Training Resource Allocation
Western Australian Department of Education and Training
Level 2, 151 Royal Street
EAST PERTH WA 6004
fax: (08) 9264 4281

ii To the Provider

Managing Director
CY O'Connor TAFE
Lot 1 Hutt Street
NORTHAM WA 6401

b) Either party may change its contact details by providing a notice in writing to the other party.

c) A notice will be considered to have been received:

i two days after being placed in the mail with postage paid;

ii if the notice is being served personally, at the time that the notice was presented;

iii if the notice is being transmitted by fax, at the time that the whole notice has been transmitted from the sending machine and the answer back of the receiving machine has been received; and

iv if the notice is being transmitted by email, one hour after the correctly addressed email was sent.

32. Signatories to this Agreement

Signed on behalf of the Minister for Training by

SIMON WALKER

EXECUTIVE DIRECTOR

PLANNING AND RESOURCES

DEPARTMENT OF EDUCATION AND TRAINING

Acting under delegated authority pursuant to Section 10 of the *Vocational Education and Training Act 1996* in the presence of

Witnessed by: *(Sign)* **Name:** *(Please Print)* **Office**

The Common seal of CY O'Connor TAFE was affixed to this document in the presence of

Chair/Deputy Chair of the College Council
Date

Witnessed by member: *(Sign)* **Name:** *(Please Print)*

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE

1. This Schedule describes the College Training Profile as per Section 42 of the *Vocational Education and Training Act 1996 (WA)*.

2. This Agreement, so far as it relates to the College Training Profile, constitutes a Resource Agreement as per Section 5 of the *Vocational Education and Training Act 1996 (WA)*.

3. The College Training Profile shall be treated as separate from other Training Services detailed in this Agreement.

4. The College Profile Matrix in Table 1 sets out the delivery targets (expressed in Student Curriculum Hours) for each combination of Industry Group and VET Level.

5. The College Training Profile is also presented as a Skills Shortage Matrix in Table 9 which identifies for each Industry Group the delivery targets for:

   - Employment based training;
   - Skills Shortage Institutional training; and
   - General Institutional training.

6. Activity benchmarks relating to the following State and Commonwealth priorities are stated in Table 10. The Minister may use these benchmarks as Contract Performance Criteria for the purpose of clause 21:

   - Employment Based Training commencements;
   - Skills Shortage Institutional training;
   - training places for people with a disability;
   - training places in regional and remote locations for Indigenous Australians;
   - participation by Indigenous Australians at Certificate III level or higher;
   - training places for 15 to 19 years old students; and
   - training at certificate IV and above.

7. The permissible levels of VET for government schools, VET for non-government schools, prisons delivery and delivery in certificate I and below courses are set out in Table 2. The delivery of VET for government schools and non-government schools will be in accordance with the protocol set out in Schedule 4.

8. The delivery of School Based Traineeships and Apprenticeships will be in accordance with the protocol set out in Schedule 5.

9. The delivery of the School Apprenticeship Link program will be in accordance with the protocol set out in Schedule 6.

10. Training services for Recognition of Prior Learning will be delivered and funded in accordance with the policy set out in Schedule 7.

11. Unless prior approval is given by the Minister, the Provider must offer all Apprenticeship programs that it has offered in previous years.

12. The Module Load Completion Rate (MLCR) Matrix is contained in Table 3. The Minister may use the MLCR as a Contract Performance Criteria for the purpose of clause 21. The method of calculating MLCR is defined in the 2009 – 2011 College Planning Guidelines.

13. The delivery of training to prisoners will be in accordance with the protocol set out in Schedule 8.

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE

1. Funding

a) Table 4 details the funding to be provided by the Minister for the delivery of the College Training Profile.

b) The basis of funding Advance Skill Lecturer, Principal Lecturer and Salary Maintenance staff is listed in Table 5.

c) No funding will be provided by the Department of Treasury and Finance to cover the cost of the 27th pay that will occur in 2015. Providers should ensure that appropriate provision is made in the preceding years to cover the cost of the additional pay when it falls due.

2. Payment schedule

a) Subject to the Provider meeting all of the terms in this Agreement, the Minister will pay the Provider in fortnightly disbursements in accordance with a schedule issued by the Minister.

b) The Provider's refund liability will be determined in the second quarter of 2010.

c) If a refund is payable, the Provider will pay the refund by the date stated on an invoice supplied by the Minister.

3. Refund

a) Where the Provider fails to meet the targets in Schedule 1, a refund will be payable to the Minister. In specific circumstances detailed below a credit may be payable to the Provider. The Total Refund is calculated as follows:

Total Refund	=	Refund for EBT, Skills Shortage Institutional and General Institutional
	Plus or Minus	Additional Items Refund or Credit
	Plus or Minus	Fees Refund or Credit
	Minus	EBT Credit
	Minus	Skills Shortage Credit

The Provider is not eligible for additional funding where the EBT and Skills Shortage Credits are greater than the other refund items payable by the Provider.

The following clauses explain the components of the refund calculation.

b) The refund will be calculated separately for each of the following categories of delivery:

- EBT;
- Skills Shortage Institutional (SSI); and
- General Institutional (GI).

The Skills Shortage Matrix (Table 9) defines the **Target SCH** for each of these categories of delivery.

c) The refund for EBT, SSI and GI is calculated as follows:

i **Reported SCH** is sourced from the Provider's final enrolment statistics data submission on an end of study basis. This is determined from the AVETMISS data collection in accordance with the following criteria:

- Fund source Id – State = 10;
- Enrolment category Id = C or S;
- Outcome identifier not 53, 54, 60 or 70; and
- Enrolment activity end date between 1 January 2009 and 31 December 2009;

ii **Validated SCH** are determined by reducing Reported SCH by that portion of the Provider's Invalid Enrolment (IE) rate in excess of three percent;

iii **Funded SCH** are determined by reducing Validated SCH for any delivery that exceeds the agreed tolerances for profile management (see below);

iv **Shortfall SCH** is determined by subtracting Funded SCH from Target SCH; and

v A **Shortfall Refund** is calculated for each category of delivery as: **Shortfall SCH x Unit cost.**

d) The Unit Cost for EBT delivery and IBT delivery is stated in Table 4.

e) Funded SCH for EBT is calculated by assessing the Provider's total Validated SCH for EBT against the Provider's total Target SCH for EBT. The following rules apply to the calculation of Funded SCH for EBT delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for EBT delivery above the Target SCH will create an **EBT Credit** calculated on the Unit Cost for Employment Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

f) Funded SCH for Skills Shortage Institutional is calculated by assessing the Provider's total Validated SCH for Skills Shortage Institutional against

the Provider's total Target SCH for Skills Shortage Institutional. The following rules apply to the calculation of Funded SCH for Skills Shortage Institutional delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for Skills Shortage Institutional delivery above the Target SCH will create a **Skills Shortage Credit** calculated on the Unit Cost for Institutional Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

g) Funded SCH for General Institutional is calculated by assessing the Provider's Validated SCH for General Institutional in each Industry Group against the Target SCH for General Institutional.

h) The following General Institutional SCH are excluded from Funded SCH for General Institutional:

i Any Validated SCH above 500 SCH for an Industry Group which contains no Institutional target;

ii Any Validated SCH above the target for General Institutional training in an Industry Group that is subject to a 'hard' ceiling as set out in Table 6;

iii Any Validated SCH above the target for General Institutional training in certificate I and below courses as set out in Table 2; and

iv Any Validated SCH in Industry Groups without a 'hard' ceiling, where delivery exceeds the target for General Institutional by more than 20,000 SCH.

i) An **Additional Items Refund** is calculated on each of the following:

i VET for government schools IBT delivery above the level stated in Table 2;

ii VET for non-government schools IBT delivery above the level stated in Table 2;

iii VET for government or non-government school students IBT delivery in courses and qualifications excluded from this delivery under the protocol in Schedule 4;

iv IBT delivery to prisoners above the level stated in Table 2;

v Funding provided for GROH housing in excess of actual expenditure acquitted by the Provider; and

vi Funding provided for specific projects in excess of actual expenditure acquitted by the Provider.

j) An adjustment is made to the Additional Items Refund to ensure that this refund is not calculated on SCH that has been excluded from Funded SCH under sub clause 3 h).

k) The Additional Items Refund may include funds provided for maintenance, minor works, equipment and the Technology Infrastructure Replacement Strategy in excess of the actual expenditure acquitted by the Provider against approved expenditures;

l) An Additional Items Credit will apply if funding provided for GROH housing is less than actual expenditure acquitted by the Provider.

m) A Fees Refund is calculated as the funding for resource fees associated with delivery to school students in excess of the funding justified against the SCH delivered in accordance with this Agreement.

n) A Fees Credit will apply if the funding for resource fees associated with delivery to school students is less than the funding justified against the SCH delivered in accordance with this Agreement.

o) A Refund will be calculated for Certificate IV and above traineeship training for students registered as Productivity Places Existing Worker Trainees on the Training Record System. The Refund will be calculated by comparing the profile funding for this delivery with the Claimable Funding calculated as follows:

   i Validated SCH for each Industry Group is multiplied by the relevant funding rate (as issued by the Minister) for Productivity Places Existing Worker Traineeship training to determine Claimable Funds; and

   ii An Additional Items Refund is calculated as the profile funding that is in excess of the Claimable Funds.

SCHEDULE 3 REPORTING REQUIREMENTS

On the following dates, the Provider will supply the Minister with data files that meet the requirements of the current version of the *Western Australian VET Enrolment Data Standard.*

College Training Profile Reporting Requirements

2009		
Date	**Status**	**Files Required**
16 January 2009	Preliminary reporting point for full year 2008 collection	Full set of validated NAT files (NAT00010 – NAT00130)
20 February 2009	Final formal reporting point (full year 2008) including all module outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)
17 April 2009	First Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
7 August 2009	Second Monitoring Point (Mid-Year) for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
6 November 2009	Third Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
2010		
15 January 2010	Preliminary Reporting Point for full year 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
19 February 2010	Final formal reporting point for 2009 including all outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)

When submitting these files, the Provider will confirm in writing that all records are accurate.

Where the Provider uses the College Management Information System (CMIS), they shall be entitled to the same set of services as currently provided to all providers in the TAFE**WA** College Network.

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS

The aim of this protocol is to ensure the most efficient and effective use of public resources in the implementation of the VET in schools initiative. The Refund provisions in Schedule 2 identify the circumstances where a refund is payable for a breach of this protocol.

VET in Schools programs allow students studying towards the Western Australian Certificate of Education to gain a partial or complete VET qualification. Profile funded VET in schools is a targeted program that aims to enhance existing VET in Schools delivery by providing:

- a pathway to higher level qualifications;
- training that is not within the scope of registration of an RTO school; and/or
- access to equipment and expertise not available in the school context.

Profile funded VET in schools is available for both government and non-government schools subject to the following conditions:

VET in government schools

Profile funding for VET in government schools is subject to the following conditions:

a) the students must be enrolled at a government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training effort is consistent with:
- the strategic priorities as outlined in the State Training Profile; and
- Education District planning priorities;

g) VET in government schools is not to include delivery in courses or qualifications classified in the industry groups 19A to 19E. However, delivery in the following qualifications is permitted:
- Certificate of Applied Vocational Study Skills (CAVSS) provided the delivery is in accordance with the CAVSS Protocol; and
- Certificate I in Leadership Development;

h) VET in government schools is not to include delivery at certificate I in the following industry groups;

16A Accounting and Other Business Services;
16C Office and Clerical; and
17A Computing.

VET in non-government schools

Profile funding for VET in non-government schools is subject to the following conditions:

a) the students must be enrolled at a non-government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in non-government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training delivery is in accordance with a plan of courses or qualifications submitted by the Provider and approved by the Minister. The training is to relate to skills shortage areas.

Reporting VET in schools

Note that delivery within the following categories is not included in the ceiling on VET in government and non-government schools:

- School Based Apprenticeships and Traineeships (SBA and SBT);
- School Apprenticeship Link (SAL) delivery; and
- delivery to a student enrolled under a Notice of Arrangement is not VET in Schools because the student has "left" school.

Profile funded VET in schools delivery should be included in the Provider's profile funded training and reported via AVETMISS and student enrolments must be flagged as VET in Schools enrolments as follows:

Type of Student:	VET for Schools
Training type:	O
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	Yes

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

No fees or charges, including resource, tuition and enrolment fees are to be applied to students enrolled in profile funded VET in Schools (Refer to the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*).

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS

School-based Apprenticeships and Traineeships provide an opportunity for full time secondary students enrolled in school to begin preparing themselves for a career. They allow students studying towards the Western Australian Certificate of Education to gain a nationally recognised vocational education and training qualification.

Public funding for School-based Apprenticeships and Traineeships training:

- may be utilised for the component of training delivered and assessed by the Provider;
- is available to students enrolled in both government and non-government schools;
- is to be achieved within the overall bottom line employment based delivery targets established for the Provider; and
- must be in accordance with the Guidelines and Working Principles for School-based Apprenticeships and Traineeships in Western Australia and the Apprenticeship and Traineeship Policy Guidelines.

School-based Apprenticeship and Traineeship delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be coded as follows:

Type of Student:	School based apprenticeship
Training type:	A
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

Type of Student:	School based traineeship
Training type:	T
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

** Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource, tuition and enrolment fees, are to be applied to students enrolling in School Based Apprenticeships and Traineeships.

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK

The School Apprenticeship Link (SAL) program supports the achievement of the Government's targets for employment based training and school retention. The approach is aimed at increasing young people's participation in education, employment and training and in particular in achieving a successful transition from school to an apprenticeship.

SAL is a school-based transition program delivered by a RTO and available for students in Years 11 and 12. There are two SAL options in various trades; a two semester family of trades program and a three semester trade specific pre-apprenticeship.

The SAL Family of Trades model allows students to experience a range of trades within an industry to assist them in making an informed choice when selecting their apprenticeship.

The SAL Pre-Apprenticeship model accommodates students who are clear on the trade they want to undertake and provides for direct credit on entry into an apprenticeship. SAL Pre-Apprenticeships are identical to mainstream pre-apprenticeships.

SAL placements funded at each college are determined by the Department. The Department allocates funded places for both Government and non-Government schools. Providers must seek approval from the Department for any change in the number of SAL places.

Profile funded SAL delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be codes as follows:

Type of Student:	School apprenticeship link
Course	Appropriate SAL qualification
Training type:	P
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource and course fees are to be applied to students enrolled in profile funded SAL programs.

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING

This policy applies to all publicly funded RPL assessments.

Policy:

1. The Minister will fund the student curriculum hours (SCH) associated with RPL assessments at the same rate as other forms of training delivery.
2. Excessive reporting of Unsuccessful RPL will be monitored and, if necessary, funding constraints may be applied to future Delivery and Performance Agreements.
3. The SCH associated with the RPL assessments for any one client each semester should not exceed the SCH required for a full qualification. RPL reported for each client will be monitored and funding constraints may be applied to future Delivery and Performance Agreements where excessive RPL has been reported for a client.
4. Fee for Service arrangements should be established where the aim of a RPL process is to:
   a) prepare school teachers to deliver VET qualifications; or
   b) assess the competencies of a government employee, where those competencies form part of the government agency's conditions of employment, or are a requirement for promotion.

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY

In support of the National Strategy for Vocational Education and Training for Adult Prisoners and Offenders in Australia, the Department of Corrective Services (DCS) and the Department of Education and Training, in liaison with Providers, are developing a joint planning process and standard protocols for prison based delivery. The aim is to establish a framework for the provision of high standard vocational education and training for offenders in WA prisons.

As an initial step in the on-going process of developing cooperative working arrangements between Providers and the DCS, the following protocols will apply in 2009:

- The Provider will develop planned prison delivery in consultation with DCS;
- The Provider will work with DCS in the development of mutually agreed business rules for delivery in a prison. Once agreed, these business rules will form the basis of a memorandum of understanding between the Provider and DCS;
- The Provider will keep DCS informed of the actual delivery through regular reports and meetings; and
- The Provider gives permission for the Department releasing information to DCS on the Provider's actual and planned delivery across all years associated with prisoners. Such information is not to include individual student information.

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT

This protocol provides a basis for the use and evaluation of professional development (PD) funded through the STQC program. STQC funded PD activities must be additional to core PD activities.

The Minister will provide the STQC funding as identified in Table 4, subject to the submission of an acceptable PD Plan. The provider will be required to repay any STQC funds that have not been spent on approved PD activities.

The purpose of these guidelines is:

- To provide information on the requirements and content of the annual PD Plan and report to be submitted to the VET Programs and Development Branch of the Department for STQC funded PD activities.
- To ensure there is a strong focus on teaching, learning and assessment of lecturers, it will be necessary to develop strategies for the maximum number of practitioners to benefit from the funding recognising that there is a mutual responsibility for colleges to provide opportunities for PD.
- To ensure there is clear evidence in the reporting process that learning and development activities are producing measurable improvements in the quality of teaching, learning and assessment in TAFEWA

Requirements

The Provider shall develop, submit and implement an annual PD Plan that;

- aligns with STQC's key directions for the current calendar year. These directions will be supplied by the VET Programs and Development Branch of the Department.
- demonstrates how STQC funding is providing PD opportunities over and above existing and on-going PD.
- Clearly identifies:
    - programs/initiatives/projects/courses funded by STQC which will take place
    - how PD activities will be organised
    - how the success of the activities will be monitored and measured with evidence of improved teaching, learning and assessment practices.

The Provider shall submit an annual report for the calendar year that includes;

- details of the programs/ initiatives/projects/ courses funded by STQC with a demonstration of how this funding provided PD support over and above on-going PD
- an evaluation, including performance indicators, of the effectiveness of the STQC funding support, and if appropriate a rationale for adjustments to original plan
- an acquittal statement of how the funds have been allocated, signed by the Managing Director, showing funds expended on the program in the annual PD Plan.

TIMELINE

Submit PD Plan	Last Friday in February
Submit annual report	First Friday in December

SCHEDULE 10 PROVISION OF ADVICE ON VOCATIONAL EDUCATION AND TRAINING NEEDS FOR 2010-2012

The Department will fund the Provider for the provision of advice on regional training needs. The information provided is used by the Department to:

- provide input to the State Training Plan;
- identify new and emerging regional training needs and opportunities and the Provider's response;
- identify regional developments at community and industry level that are producing challenges that cannot be met by the Provider due to resource or capability constraints;
- identify training opportunities that would be better addressed through other funding programs; and
- respond to requests for advice, both from within and outside the Department.

Funding

Funding of $30,000 will be paid to the Provider in 2009 for the provision of VET advice relevant to the Wheatbelt region:

The information and advice required by the Department is outlined below. Funding will be paid in fortnightly installments.

The Department reserves the right to suspend fortnightly payments if the information is not provided by Friday 15 May 2009 or is of a standard that is not considered acceptable (for example, information is insufficient, inadequate, unusable or unreliable).

The Provider may also be required to repay any funds that have not been fully expended for the approved purpose by 31 December 2009.

Report Format and Timelines

The Department will provide a template for the provision of the regional advice identified below. Information should be submitted electronically.

The Provider is required to submit the required information by Friday 15 May 2009.

The Department may seek clarification in relation to various aspects of the information supplied by the Provider.

THEMES	INFORMATION TO BE INCLUDED
1. Strategic priorities of the Provider	a) Identify the College's medium to long term strategic directions and priorities. b) Identify how the College's medium to long term strategy directions and priorities are aligned or consistent with priorities identified by the State Training Board. c) Identify key actions to address the Colleges' medium to long term strategic directions and priorities.
2. Key community developments	a) Identify key community developments impacting on the region, such as demographic changes, changes in population distribution, trends in employment or unemployment. b) Identify the College's current or planned response to key community developments identified in 2(a).
3. Key regional developments	a) Identify key regional developments (e.g. new resource and construction projects), companies involved, and specific location. b) Identify the College's current or planned response to key regional developments identified in 3(a). Please include reference to partnerships with companies, schools, RTOs or Government agencies, where relevant.
4. Indigenous engagement, training and employment	a) Identify current programs available in the region to support Indigenous people in their transition from school to training to employment (including initiatives associated with retention, completion and progression to higher level qualifications). b) Identify new programs, initiatives or opportunities either planned or required to support Indigenous students and improve their transition from school to training to employment and achievement of higher level qualifications.
5. Current skill shortages	a) Identify current key skill shortages in the region by occupation and the qualification relevant to each skill or occupational shortage. b) Identify any specific programs or initiatives identified or required by the College to respond to current key skills shortages identified in 5(a).
6. Training needs that the Provider is having difficulty meeting	a) Identify any training needs the College is having difficulty meeting (e.g. these needs may relate to community or regional developments, specific qualifications, occupations or other issues such as the needs of specific disadvantaged groups, VET in Schools, Indigenous delivery and support, RPL, retention and completion issues, delivery of apprenticeships and higher level qualifications, training for existing workers). b) Identify any issues (such as staffing or

	infrastructure) that are affecting the College's capacity to respond to the training needs identified in 6(a).
7. Key challenges faced by the region in terms of the availability and provision of skills in the future	Identify the challenges faced by the region in the future in terms of ensuring a supply of appropriately skilled workers.
8. Growth in demand for VET	Identify occupations where the demand for VET is expected to increase over the next three years.
9. Falling demand for VET	Identify occupations when the demand for VET is likely to decline over the next three years.
10. Factors affecting delivery in remote locations	a) Identify difficulties associated with responding to training requirements in the region's remote locations. b) Identify actual or planned initiatives that have been developed or identified in response to the difficulties identified in 10(a).

Other Reports

From time to time throughout 2009 the Department may require advice on regional training needs in response to requests for specific information or to assist in the development of system-wide responses to training issues.

Report Submission and Contact Details

The report should submitted to the following email address: janina.conner@det.wa.edu.au.

Further information is available from Dr Janina Conner, telephone 9264 4544.

Table 1: College Profile Matrix (All Delivery)

	Industry Group	*Apprentices and trainees*	*Certificate I and II*	*Certificate III and IV*	*Diploma+*	*Total*
01A	Recreation Sports and Entertainment	0	11,500	0	0	**11,500**
01B	Visual and Performing Arts	0	8,700	14,100	500	**23,300**
01C	Design	0	0	0	0	**0**
02A	Automotive	23,000	7,140	0	0	**30,140**
03A	Building and Constructions	6,500	57,884	800	0	**65,184**
03B	Surveying and Building	0	0	4,500	5,500	**10,000**
04A	Community Service Workers	8,500	4,200	42,100	500	**55,300**
04B	Education and Childcare	2,100	0	39,280	8,000	**49,380**
04C	Health	0	400	11,100	20,000	**31,500**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	2,000	0	0	0	**2,000**
06A	Food Trades and Processing	0	0	0	0	**0**
07A	Clothing Footwear and Soft Furnishings	0	7,300	0	0	**7,300**
07B	Furniture Manufacture	4,000	5,500	0	0	**9,500**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	0	0	**0**
09B	Metal and Mining	16,250	15,500	0	0	**31,750**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	19,300	10,500	29,700	2,000	**61,500**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	4,500	9,800	5,200	0	**19,500**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	0	1,000	0	0	**1,000**
12B	Retail	5,600	1,750	200	0	**7,550**
13A	Cooking	2,500	1,000	0	0	**3,500**
13B	Hospitality	1,000	2,000	0	0	**3,000**
13C	Tourism	1,000	500	2,000	0	**3,500**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	3,000	0	0	**3,000**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	0	0	0	0	**0**
16A	Accounting and Other Business Services	0	0	4,750	1,850	**6,600**
16B	Management	0	0	11,800	2,000	**13,800**
16C	Office and Clerical	7,400	43,100	8,200	0	**58,700**
17A	Computing	600	400	7,500	0	**8,500**
18A	Science and Technical Workers	0	1,500	0	0	**1,500**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	27,500	2,500	0	**30,000**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	3,000	10,600	0	0	**13,600**
	Total	**107,250**	**230,774**	**183,730**	**40,350**	**562,104**

College Profile Matrix (Hinterland - Regional Loading)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	0	11,500	0	0	**11,500**
01B	Visual and Performing Arts	0	8,700	14,100	500	**23,300**
01C	Design	0	0	0	0	**0**
02A	Automotive	23,000	7,140	0	0	**30,140**
03A	Building and Constructions	6,500	57,884	800	0	**65,184**
03B	Surveying and Building	0	0	4,500	5,500	**10,000**
04A	Community Service Workers	8,500	4,200	42,100	500	**55,300**
04B	Education and Childcare	2,100	0	39,280	8,000	**49,380**
04C	Health	0	400	11,100	20,000	**31,500**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	2,000	0	0	0	**2,000**
06A	Food Trades and Processing	0	0	0	0	**0**
07A	Clothing Footwear and Soft Furnishings	0	7,300	0	0	**7,300**
07B	Furniture Manufacture	4,000	5,500	0	0	**9,500**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	0	0	**0**
09B	Metal and Mining	16,250	15,500	0	0	**31,750**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	19,300	10,500	29,700	2,000	**61,500**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	4,500	9,800	5,200	0	**19,500**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	0	1,000	0	0	**1,000**
12B	Retail	5,600	1,750	200	0	**7,550**
13A	Cooking	2,500	1,000	0	0	**3,500**
13B	Hospitality	1,000	2,000	0	0	**3,000**
13C	Tourism	1,000	500	2,000	0	**3,500**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	3,000	0	0	**3,000**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	0	0	0	0	**0**
16A	Accounting and Other Business Services	0	0	4,750	1,850	**6,600**
16B	Management	0	0	11,800	2,000	**13,800**
16C	Office and Clerical	7,400	43,100	8,200	0	**58,700**
17A	Computing	600	400	7,500	0	**8,500**
18A	Science and Technical Workers	0	1,500	0	0	**1,500**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	27,500	2,500	0	**30,000**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	3,000	10,600	0	0	**13,600**
	Total	**107,250**	**230,774**	**183,730**	**40,350**	**562,104**

Table 2: Training Delivery Ceilings

	SCH
Ceiling for profile-funded VET for Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**60,000**
Ceiling for profile-funded VET for Non Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**3,000**
Ceiling for profile-funded Institutional delivery in prisons Delivery must be recorded against a prison training provider location (campus) code.	**45,000**
Ceiling for profile-funded Institutional delivery in certificate I and below courses Certificate I and below is defined as delivery against qualifications/courses with ASCED level of Education Id greater than or equal to 524.	**124,144**

Table 3: MLCR Matrix (2007 Benchmark Data)

Industry Group		MLCR State Average	MLCR College Actual	
01A	Recreation Sports and Entertainment	79%	100%	
01B	Visual and Performing Arts	78%	83%	
01C	Design	70%	0%	
02A	Automotive	91%	94%	
03A	Building and Constructions	88%	63%	+
03B	Surveying and Building	67%	85%	
04A	Community Service Workers	79%	88%	
04B	Education and Childcare	75%	71%	
04C	Health	79%	83%	
04D	Library Workers	84%	0%	
05A	Finance Insurance Property Service Workers	77%	100%	
06A	Food Trades and Processing	89%	0%	
07A	Clothing Footwear and Soft Furnishings	75%	59%	
07B	Furniture Manufacture	80%	100%	
08A	Communications	0%	0%	
08B	Printing & Publishing	82%	0%	
09A	Engineering and Drafting	71%	0%	
09B	Metal and Mining	87%	86%	
10A	Animal Care	77%	0%	
10B	Forestry, Farming and Landcare	84%	89%	
10C	Fishing	81%	0%	
10D	Horticulture	81%	85%	
11A	Process Manufacturing	96%	0%	
12A	Personal Service	82%	0%	
12B	Retail	76%	100%	
13A	Cooking	78%	96%	
13B	Hospitality	77%	95%	
13C	Tourism	77%	96%	
13D	Travel agents	70%	0%	
14A	Transport Trades, Storage and Associated	88%	100%	
15A	Electrical and Electronic Engineering	62%	0%	
15B	Electrical Trades	88%	0%	
16A	Accounting and Other Business Services	67%	60%	
16B	Management	66%	68%	
16C	Office and Clerical	68%	66%	
17A	Computing	59%	37%	+
18A	Science and Technical Workers	79%	99%	
19A	ACE	0%	0%	
19B	Adult Literacy/ESL	46%	38%	+
19C	Languages	73%	0%	
19D	Miscellaneous	39%	0%	
19E	Targetted Access and Participation Courses	70%	39%	+

Table 4: Funding for College Training Profile

Student Curriculum Hours (SCH)	562,104
Teaching Hours (TH)	60,473
Marginal Unit cost (for use in refund calculation)	
Employment Based Training	$11.70
Institutional Based Training	$9.92
Lecturing Staff	
Salaries Funding	$4,428,172
Remote / Regional Loadings	$0
Total Funding for Lecturing Staff	**$4,428,172**
Academic Support Staff	
Salaries Funding	$432,295
Remote / Regional Loadings	$0
Total Funding for Academic Support Staff	**$432,295**
Program Management Staff	
Salaries Funding	$518,659
Remote / Regional Loadings	$0
Total Funding for Program Management	**$518,659**
Non-teaching Staff	
Step 1	$1,288,750
Step 2	$477,625
Step 3	$272,423
Remote / Regional Loadings	$0
Total Funding for Non-Teaching Staff	**$2,038,798**

Consumables

Consumables	$212,375
Remote / Regional Loadings	$21,238
Total Funding for Consumables	**$233,613**

Fixed, Indirect and Semi-variable Costs

Fixed Costs	$910,997
Indirect Costs	$13,883
Fixed Component of Semi-variable costs	$187,363
Variable Component of Semi-variable costs	$65,858
Lease costs	$39,720
Capped costs	$121,469
Total Funding for Fixed, Indirect and Semi-Variable Costs	**$1,339,290**

Capital-related items

Minor Works	$63,703
Equipment	$134,646
Maintenance	$99,286
Total Funding for Capital-related Items	**$297,635**

Community Service Obligations and Additional Items

Support for Students with Disabilities	$73,785
Duty of Care Funding Allocation	$149,155
Indigenous Funding	$143,064
Technology Infrastructure Replacement Strategy	$139,500
Thin Market Loading for Apprenticeships	$125,507
State Training Quality Committee Funding	$69,030
Trade Lecturer Salary Funding in Specific Skill Shortage Areas	$45,495
School Student Resource Fees	$45,228
Compaction of salary grades	$41,305
Funding for Travel Allowance	$34,865
Once-Off Funding for Special Projects	$30,000
GROH	$25,612
AQTF Systems Development and Implementation	$24,768
Provision for Operating Costs for New centre	$24,150
Budget adjustment - travel, advertising and consultants	-$7,454
Shared Services Savings in Advertising due to web-based job advertising	-$11,000
Shared Services Efficiencies - Salary	-$23,121
Shared Services Efficiencies - Non Salary Items	-$35,667
Shared Services Efficiencies - phase 1 (Savings from Existing and New Common Use Contracts)	-$40,367
Shared Services Efficiencies - phase 2 (Savings from Existing and New Common Use Contracts)	-$51,633
Retention Funding Adjustment	-$79,991
Efficiency Dividend	-$167,286
Total Funding for CSOs and Additional Items	**$554,945**

LESS Tuition Fee Revenue	**-$417,081**
TOTAL FUNDING	**$9,426,325**

Table 5: Funded ASL, Principal Lecturer and Salary Maintenance positions

Lecturer Type	Name	Funding	FTE	Salary
ASL1	Profile proportion of Lecturers Certified Agreement quota		10.10	$712,717
Funding (incl on-cost @ 13.84%)		**$811,357**	**10.10**	
ASL2	Profile proportion of Lecturers Certified Agreement quota		5.00	$364,510
Funding (incl on-cost @ 13.84%)		**$414,958**	**5.00**	
PL	Profile proportion of Lecturers Certified Agreement quota		1.90	$144,436
Funding (incl on-cost @ 13.84%)		**$164,426**	**1.90**	

Total Funding (incl on-cost @ 13.84%) **$1,390,741**

Table 6: Industry Groups subject to Hard Ceilings

Industry Group	
01B	Visual and Performing Arts
16B	Management
19B	Adult Literacy/ESL
19D	Miscellaneous

Table 7: Apprenticeships subject to 'thin markets' loading

Apprenticeship
GARDENER
ENGINEERING TRADESPERSON (MECHANICAL)
CHEF
CARPENTRY AND JOINERY
CABINET MAKER

Table 8: Special Terms and Conditions Under Clause 28

a) Funds provided for the Technology Infrastructure Replacement Strategy are to be used for the purpose approved by the Department. The Provider is to submit an acquittal statement for the expenditure of these funds each year. A refund will be payable or future funding allocations may be reduced where the acquitted expenditure over two years is less than the funding provided.

b) To support Recognition of Prior Learning (RPL) delivery the Provider will:

• Nominate a single contact point for RPL referrals from the Career Development Centre (CDC). Implementation of the 'One-Stop-Shop / Referral Centre' through the CDC will require a single contact point within each Provider to enable a seamless experience for the applicant and a streamlined RPL process for both the Provider and the CDC;

• Offer candidates referred from the CDC an interview within 10 working days of the referral;

• Ensure that correct coding is used to enable all RPL activity to be captured as RPL

• Aim to grow RPL delivery above the level reported in 2008; and

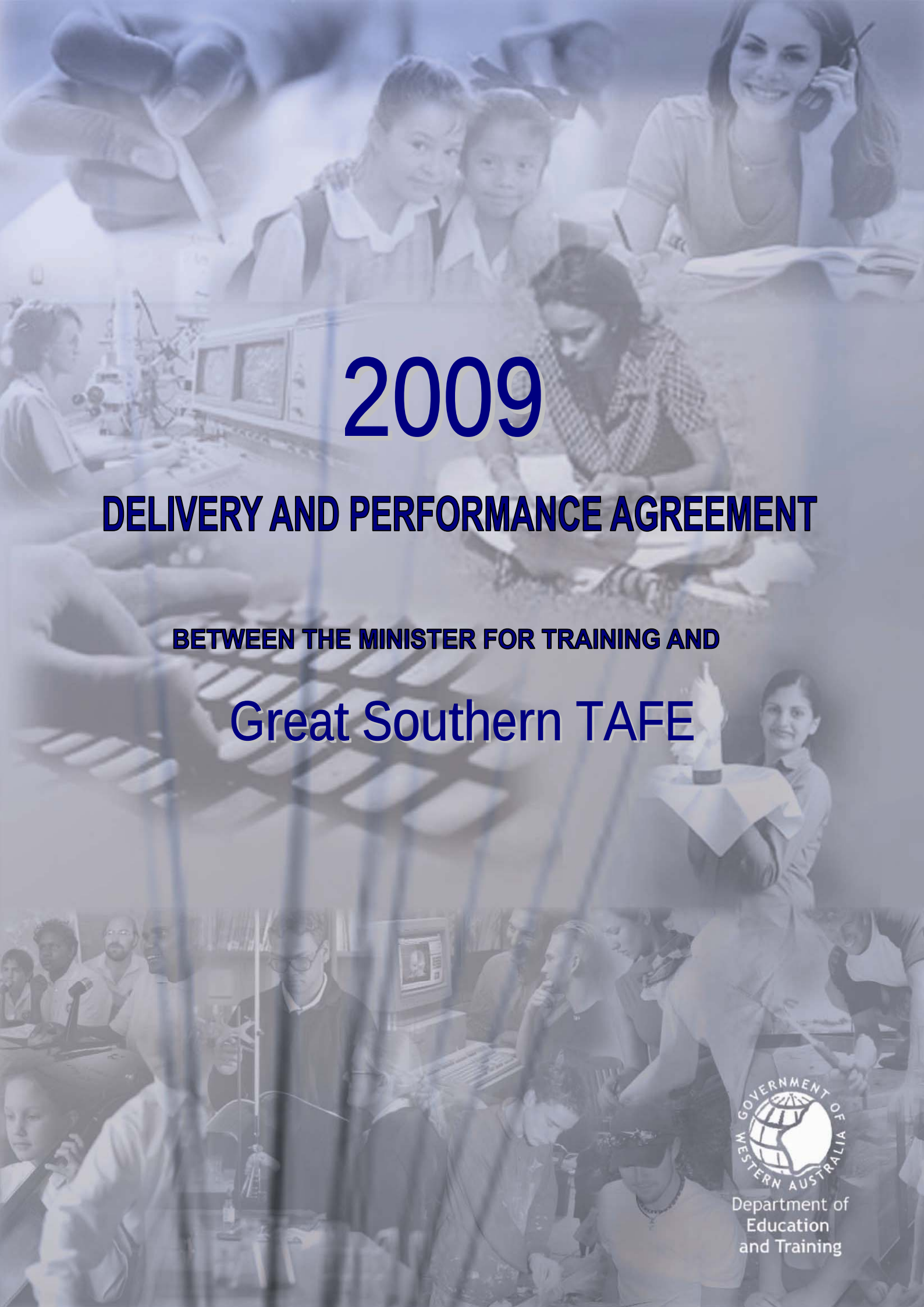
• Increase Scope of Registration for Trade Skills Recognition (TSR).

Table 9: Skill Shortage Matrix

Wadt Group	Apprentices and Trainees	Skill Shortage Institutional	General Institutional	Total SCH
01A Recreation Sports and Entertainment	0	0	11,500	11,500
01B Visual and Performing Arts	0	0	23,300	23,300
01C Design	0	0	0	0
02A Automotive	23,000	0	7,140	30,140
03A Building and Constructions	6,500	0	58,684	65,184
03B Surveying and Building	0	6,000	4,000	10,000
04A Community Service Workers	8,500	15,000	31,800	55,300
04B Education and Childcare	2,100	16,000	31,280	49,380
04C Health	0	30,000	1,500	31,500
04D Library Workers	0	0	0	0
05A Finance Insurance Property Service Workers	2,000	0	0	2,000
06A Food Trades and Processing	0	0	0	0
07A Clothing Footwear and Soft Furnishings	0	0	7,300	7,300
07B Furniture Manufacture	4,000	0	5,500	9,500
08A Communications	0	0	0	0
08B Printing & Publishing	0	0	0	0
09A Engineering and Drafting	0	0	0	0
09B Metal and Mining	16,250	0	15,500	31,750
10A Animal Care	0	0	0	0
10B Forestry, Farming and Landcare	19,300	4,500	37,700	61,500
10C Fishing	0	0	0	0
10D Horticulture	4,500	0	15,000	19,500
11A Process Manufacturing	0	0	0	0
12A Personal Service	0	0	1,000	1,000
12B Retail	5,600	0	1,950	7,550
13A Cooking	2,500	0	1,000	3,500
13B Hospitality	1,000	0	2,000	3,000
13C Tourism	1,000	0	2,500	3,500
13D Travel agents	0	0	0	0
14A Transport Trades, Storage and Associated	0	0	3,000	3,000
15A Electrical and Electronic Engineering	0	0	0	0
15B Electrical Trades	0	0	0	0
16A Accounting and Other Business Services	0	1,000	5,600	6,600
16B Management	0	0	13,800	13,800
16C Office and Clerical	7,400	0	51,300	58,700
17A Computing	600	0	7,900	8,500
18A Science and Technical Workers	0	0	1,500	1,500
19A ACE	0	0	0	0
19B Adult Literacy/ESL	0	0	30,000	30,000
19C Languages	0	0	0	0
19D Miscellaneous	0	0	0	0
19E Targetted Access and Participation Courses	3,000	0	10,600	13,600
Total	107,250	72,500	382,354	562,104

Table 10: Benchmarks for Training in Skill Shortage and Other Priority Areas

	2007 Actual	2009 Planned
Employment-based Training (Benchmark: TRS Commencements)		
TRS Commencements	292	299
Student Curriculum Hours	104,691	107,250
Institutional Skill Shortages (Benchmark: Course Enrolments)		
Course Enrolments*	164	402
Student Curriculum Hours*	29,575	72,500
*Note: both years are calculated using the PPP Skill Shortage List		
Indigenous Cert III+		
Course Enrolments	99	130
Indigenous Regional		
Course Enrolments	259	296
Disability		
Course Enrolments	248	283
15-19		
Course Enrolments	1,220	939
Certificate IV and Above		
Course Enrolments	522	802
Student Curriculum Hours	75,679	116,300



2009

DELIVERY AND PERFORMANCE AGREEMENT

BETWEEN THE MINISTER FOR TRAINING AND

Great Southern TAFE

GOVERNMENT OF WESTERN AUSTRALIA

Department of Education and Training

TABLE OF CONTENTS

SECTION I ABOUT THIS AGREEMENT 3

1. PARTIES 3
2. INTERPRETATION 3
3. TERM OF THIS AGREEMENT 5
4. SCOPE 5

SECTION II SUMMARY OF ROLES 7

5. ROLE OF THE MINISTER 7
6. ROLE OF THE PROVIDER 7

SECTION III TRAINING DELIVERY 8

7. STUDENT SERVICE STANDARDS 8
8. TRAINING PACKAGES 8
9. INABILITY TO PROVIDE TRAINING SERVICES 9
10. TRAINING ARRANGEMENTS 9
11. ACCESS AND EQUITY 10
12. CONFIDENTIALITY 10
13. TRANSFER OF APPRENTICES AND TRAINEES 10
14. RECOGNITION OF PRIOR LEARNING 10

SECTION IV PAYMENT 11

15. PAYMENT FOR TRAINING SERVICES 11
16. ADDITIONAL TRAINING SERVICES 11

SECTION V MEASURING PERFORMANCE 12

17. RECORD-KEEPING 12
18. AUDITS AND MONITORING VISITS 12
19. STUDENT SURVEYS 12
20. INVALID ENROLMENTS (IE) 13
21. CONTRACT PERFORMANCE CRITERIA 13

SECTION VI FINANCIAL MATTERS 15

22. ALTERNATIVE FUNDING 15
23. TAXES 15

SECTION VII ADMINISTRATION OF THIS AGREEMENT 16

24. APPLICABLE LAW 16
25. VARIATIONS 16
26. SEVERABILITY 16
27. WAIVER 16
28. ENTIRE CONTRACT 16
29. COMPLIANCE WITH LAW 16
30. SPECIAL TERMS AND CONDITIONS 16
31. NOTICES 17
32. SIGNATORIES TO THIS AGREEMENT 18

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE 19

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE 21

1. FUNDING 21
2. PAYMENT SCHEDULE 21
3. REFUND 21

SCHEDULE 3 REPORTING REQUIREMENTS 25

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS 26

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS 28

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK 30

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING 31

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY 32

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT 33

SCHEDULE 10 PROVISION OF ADVICE ON VOCATIONAL EDUCATION AND TRAINING NEEDS FOR 2010-2012 34

SCHEDULE 11 2009 SHEARER AND WOOL HANDLER TRAINING 37

SECTION I ABOUT THIS AGREEMENT

1. Parties

This is an Agreement between the Minister for Training ("the Minister") and Great Southern TAFE ("the Provider").

2. Interpretation

In this Agreement, unless the context indicates otherwise:

a) headings are for reference only;

b) a reference to a person includes a reference to any corporation or entity that is recognised by law;

c) plural words include the singular and vice versa; and

d) the following terms have specific meanings assigned to them:

"Acquittal Certificate" means a document, issued by the Provider, confirming that both the Minister and the Provider have met all of the terms of this Agreement.

"Agreement" means this document, including any Schedules and Variations.

"Apprentice" means an apprentice or 'industrial trainee' registered in Western Australia in accordance with the *Industrial Training Act* 1975 (WA).

"AQTF" means the Australian Quality Training Framework.

"Credit Transfer" means credit granted to a student for a Unit of Competency achieved through participation in another training program.

"Employment based training" or "EBT" means training delivered to an apprentice or trainee.

"End of Study reporting" means the reporting of module and unit enrolments that end in the collection year and therefore have finalised outcomes.

"Enrolment" means participation with an RTO of a student in learning and/or assessment against a Unit of Competency. A complete definition is available in the WA VET Enrolment Data Standard.

"General Institutional" or "GI" means institutional based training in areas other than Skills Shortage Areas.

"GST" means a tax in the nature of a supply or goods and services tax imposed by the Commonwealth of Australia.

"Industry Group" is a classification, determined by the Minister, of the occupation or outcome that a qualification is intended to serve.

"Institutional based training" or "IBT" means training delivery other than training for an apprentice or trainee.

"Invalid Enrolment" or "IE" refers to an enrolment where the Provider cannot provide proof of student participation as required by the appropriate version of the *Western Australian VET Enrolment Data Standard*.

"Minister" means the Minister for Training, a body corporate as constituted under section 7 of the *Vocational Education and Training Act 1996 (WA).* References to the Minister include a reference to authorised officers of the Western Australian Department of Education and Training.

"Module" means a component of an accredited course against which a student is assessed. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"Notice of Arrangement" is an arrangement defined in the *Acts Amendment (Higher School Leaving Age and Related Provisions) Act 2005* under which a person who has not reached the age of 18, is enrolled in full time accredited training, a gazetted course, an approved combination of education, training and/or employment, becomes an apprentice or trainee or engages in other approved employment.

"Provider" means Great Southern TAFE.

"Registered Training Organisation" or "RTO" means a training provider registered with the Training Accreditation Council of Western Australia.

"Recognition of prior learning" or "RPL" is an assessment process resulting in the formal recognition of competencies acquired through formal or informal training, work experience and / or life experience.

"Recognition of current competencies" is an assessment process resulting in the confirmation that a student is currently competent in a Unit of Competency previously attained through training and assessment by an RTO.

"Skills Shortage Areas" are the qualifications identified by the Minister as priority for addressing skills shortage occupations. The qualifications in Skills Shortage Areas are identified in the Course Master file.

"Skills Shortage Institutional" or "SSI" means IBT delivery in Skills Shortage Areas.

"Student" means a person who is provided with Training Services under this Agreement.

"Student Curriculum Hours" or "SCH" means the number of enrolments in a Unit of Competency multiplied by a figure recognised by

the Minister as the weight of that Unit of Competency relative to other Units of Competency.

"TAFEWA College" means a College established under the *Vocational Education and Training Act 1996 (WA).*

"Trainee" means a trainee registered in Western Australia in accordance with the *Vocational Education and Training* Act *1996 (WA).*

"Training Arrangement" means an agreement between the Provider and another person to provide some or all of the Training Services in this Agreement.

"Training Package" means an integrated set of nationally endorsed competency standards, assessment Guidelines and Australian Qualifications Framework (AQF) qualifications for a specific industry, industry sector or enterprise.

"Training Services" means the services listed in Schedule 1.

"Unit of Competency" is a component of a training package qualification against which a student is assessed. A Unit of Competency refers to a discrete workplace requirement and includes the knowledge and skills that underpin competency as well as language, literacy and numeracy; and occupational health and safety requirements. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"VET" means Vocational Education and Training.

"VET Level" is a classification, determined by the Minister, which separates Traineeships and Apprenticeships (Employment Based Training) from other delivery (Institutional Based Training) and sub-divides the latter on the basis of Australian Qualification Framework levels.

3. Term of this Agreement

a) The Agreement will conclude on 31 December 2008 or when the Training Services described under Schedule 1 are completed.

b) The Minister may, within twelve months of signing this Agreement, exercise an option to extend this Agreement.

c) The Minister may extend this Agreement on up to two separate occasions, with the maximum period of each extension being one year.

4. Scope

a) Enrolments will only be funded under this Agreement where they meet the criteria in Schedule 1.

b) Unless expressly stated in Schedule 1, the following categories of Enrolments will not be funded under this Agreement:

i enrolments by students whose primary place of residence is not in Western Australia;

ii enrolments by residents of Christmas Island or Cocos Island;

iii enrolments by students who are neither Australian citizens nor permanent residents of Australia, except where the student is a holder of a visa that entitles the student to enrol in training at the fee rates that apply to publicly funded training (as identified in the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*);

iv higher education programs, including University preparation courses (ie programs whose sole or primary aim is to provide entrance to a university course);

v delivery to secondary school students, unless the delivery is under a Notice of Arrangement;

vi IBT delivery in prisons, or to prisoners;

vii programs classified by the Minister as Adult and Community Education;

viii enrolments in programs that are not accredited by the Training Accreditation Council, or which fall outside of the Provider's scope of registration;

ix credit transfers, exemptions, enrolments for recognition of current competency and exam only enrolments.

SECTION II SUMMARY OF ROLES

5. Role of the Minister

The Minister:

a) agrees to provide the funding described in Schedule 2 in accordance with the Payment Schedule described in Schedule 2;

b) will supply the Provider with details of the process for claiming funding under this Agreement; and

c) is only required to provide funding where the Provider meets all of the terms of this Agreement.

6. Role of the Provider

The Provider:

a) agrees to provide the Training Services described in Schedule 1;

b) will meet all relevant requirements of the AQTF, including registration with the Training Accreditation Council;

c) agrees to submit information to the Minister as described in Schedule 3;

d) agrees to meet all of the terms of this Agreement, and of any other Agreements with the Minister;

e) agrees to repay to the Minister any refund as described in Schedule 2;

f) agrees to collect fees from students in accordance with the most current *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*;

g) will comply with the *Apprenticeships and Traineeships Policy Guidelines* (as issued by the Minister from time to time) including the requirements relating to the implementation of Fast Track Apprenticeships, when providing training to apprentices and trainees;

h) will support the requirement for the State to increase the utilization of publicly funded training infrastructure by making training premises available on a commercial basis for purposes that do not conflict with the Provider's vocational education and training purposes;

i) will submit a revised profile plan at course level for the May and September addendum by 1 May 2009 and 18 September 2009 respectively; and

j) will comply with all other relevant policies and guidelines issued by the Minister.

SECTION III TRAINING DELIVERY

7. Student Service Standards

a) For the Training Services described in Schedule 1, the Provider:

i will ensure that students are given appropriate guidance in relation to the selection of units of competency and that meets the students expected outcomes from the program of study;

ii will ensure that training delivery is consistent with Training Package guidelines, including meeting the criteria for the awarding of qualifications;

iii will ensure that the level of resources, including the actual hours of instruction or other supervised learning modes, that is provided to students reflects the content of the program of study and allows for a successful outcome; and

iv will ensure students enrolling in a course of study outside of the normal full-time admissions process comply with the minimum entrance requirements policy.

8. Training Packages

a) Unless otherwise agreed, where:

i a Training Package has been approved for public funding in Western Australia, and

ii the Purchasing Guide (formerly known as Implementation Guide) for the Training Package indicates that the Package covers one or more of the Training Services in Schedule 1,

the Provider must use only qualifications from this Training Package when providing those Training Services to new students.

b) Existing students studying superseded courses should be encouraged to transfer into the equivalent training package qualification as soon as possible. Existing students must be given the option to complete the course or qualification in which they are currently enrolled if transition to the new or equivalent qualification will cause disadvantage in increased nominal hours or cost. New students must be enrolled in the new or equivalent training package qualification within 12 months of final endorsement, provided that a Purchasing Guide is available for implementing the training package. If this requirement cannot be met, approval must be obtained to continue delivering the superseded course or qualification.

9. Inability to Provide Training Services

a) Where the Provider is unable to offer the Training Services described in Schedule 1, the Provider shall:

   i notify the Minister within seven days;

   ii make reasonable efforts to assist students to enrol with an alternative Registered Training Organisation.

b) Where the Provider cannot assist students to enrol with an alternative Registered Training Organisation, the Provider shall notify the Minister within seven days.

c) Where in the opinion of the Minister, the Provider is unlikely to achieve the training targets stated in Schedule 1 by 31 December 2009, the Minister may renegotiate the training targets to reflect targets that can be justified against current enrolments and delivery achieved in previous years.

10. Training Arrangements

a) The Provider may enter into a Training Arrangement, but the Provider remains responsible for ensuring that the terms of this Agreement are met.

b) In particular, the Provider remains responsible for ensuring that the Training Services are delivered in accordance with the AQTF.

c) The terms of a Training Arrangement must be in writing, and must not be inconsistent with this Agreement.

d) The Provider shall pay all costs associated with a Training Arrangement.

e) The Provider shall advise students, prior to the commencement of training services, of the existence of a Training Arrangement.

f) Within fourteen days of signing a Training Arrangement, the Provider shall advise the Minister of:

   i the legal name and business address of the other party to the Training Arrangement; and

   ii the training services covered by the Training Arrangement.

g) Where the other party to the Training Arrangement is a TAFE**WA** College, the Training Arrangement must state that “All delivery covered by this contract is to be reported by the other party to the Department of Education and Training as fee for service activity”.

h) Where the Minister is aware of factors that may affect the capacity of a person to meet their obligations under a Training Arrangement, the Minister may notify the Provider of these factors and / or request an appropriate variation to this Agreement.

11. Access and Equity

a) In providing Training Services, the Provider:

i shall comply with the relevant State and Federal Government anti-discrimination legislation including the *Disability Discrimination Act Education Standards 2005*;

ii shall not use sexist, racist or other language which offends community standards;

iii shall ensure that the learning environment is free from harassment or victimisation;

iv shall not use or promote cultural, racial, disability or gender based stereotypes;

v shall ensure that programs and appropriate venues are accessible to all students; and

vi shall ensure that students are provided with additional support services where required.

12. Confidentiality

a) Unless the Minister provides approval in writing, the Provider may not disclose information acquired in connection with this Agreement to any person.

b) In particular, the Provider shall establish procedures to ensure the confidentiality of all information relating to its students.

c) The Provider shall ensure that its employees, agents and contractors also meet the terms of this clause.

13. Transfer of Apprentices and Trainees

a) The Minister must approve the transfer of an apprentice or trainee between RTOs.

b) In cases where an apprentice or trainee transfers to the Provider, the Minister will not fund the Provider under this Agreement for units of competency that have previously been completed and a statement of attainment has been issued by an RTO.

c) The Provider will comply with procedures for transferring apprentices and trainees that are published by the Minister from time to time.

14. Recognition of Prior Learning

a) Recognition of prior learning must be offered to all (individuals, clients, students, participants) upon enrolment and prior to commencement of formal training delivery. Providers must be able to demonstrate that they

have undertaken processes to encourage the uptake of, and to streamline the delivery of RPL.

SECTION IV PAYMENT

15. Payment for Training Services

a) The Minister will make payments to the Provider, following the process contained in Schedule 2.

b) The Minister may, at any time and without notice, vary the process for making payments contained in Schedule 2.

c) Where the Provider does not meet the terms of this Agreement, the Minister may withhold any funding that would otherwise be payable.

d) Where the Provider owes money to the Minister under a separate Agreement, the Minister may offset this against the amount payable for this Agreement.

e) The Minister will conduct a reconciliation of payments at the end of this Agreement.

f) If, at any time, an overpayment is identified, the Minister shall supply the Provider with an invoice for the amount of the overpayment. The Provider shall repay this amount to the Minister within thirty days.

g) If, at any time, an underpayment is identified, the Minister shall pay this amount to the Provider within thirty days.

16. Additional Training Services

a) Training targets, conditions and funding for additional training services (other than the training services defined in Schedule 1) may be defined in additional schedules to this Agreement.

b) Each category of Training Services will be treated separately for funding, reporting and enrolment purposes.

SECTION V MEASURING PERFORMANCE

17. Record-keeping

a) The Provider shall keep all financial, enrolment and assessment records related to this Agreement in a way that will enable them to be conveniently inspected by the Minister or the Minister's nominee.

b) The Provider shall keep accounting records that allow income related to this Agreement to be identified separately.

c) The Provider shall keep all financial, enrolment and assessment documentation for at least twelve months from the expiry of this Agreement. Under the AQTF, some documents will need to be kept for longer than twelve months.

18. Audits and Monitoring Visits

a) For the purposes of assessing compliance with both the AQTF and the terms of this Agreement, upon giving reasonable notice, the Minister or the Minister's nominee may:

i inspect any records under the Provider's control that relate to this Agreement;

ii inspect the premises used for provision of training services; and

iii meet with the employees, agents, contractors and students of the Provider.

b) Unless otherwise agreed between the Minister and the Provider, audits and monitoring visits will take place during business hours.

c) The Provider shall make every effort to assist the Minister or the Minister's delegate to carry out an audit or monitoring visit.

19. Student Surveys

The Minister or the Minister's nominee may conduct surveys of the students being provided with Training Services under this Agreement.

a) The Provider will supply the Minister with information necessary to effectively conduct a student survey.

b) The Minister may publish the results of student surveys, provided that information is not disclosed that would identify individual students.

20. Invalid Enrolments (IE)

a) Upon request from the Minister, the Provider shall provide evidence to prove student participation in each Enrolment for which funding was claimed.

b) Proof of student participation shall meet the standards contained in the appropriate *Western Australian VET Enrolment Data Standard* version.

c) Proof of student participation shall be retained for at least twelve months, as required by clause 17.

d) Where student participation cannot be substantiated, the Minister may adjust the funding payable under Schedule 2.

21. Contract Performance Criteria

a) The Minister may use the Contract Performance Criteria – Quality of Training, Access and Participation, Outcomes Achieved, and Contract Management - when deciding whether to extend this Agreement, vary this Agreement, and / or enter into future Agreements with the Provider.

b) In assessing 'Quality of Training', the Minister may consider the following factors:

i the outcomes of monitoring visits;

ii feedback from student surveys;

iii for delivery to Apprentices and Trainees, feedback from employer surveys;

iv compliance with the AQTF;

v compliance with relevant policies issued by the Minister; and

vi complaints received from the Provider's students.

c) In assessing 'Access and Participation', the Minister may consider the following factors:

i the proportion of students from equity target groups relative to the proportion these groups represent in the general population; and

ii the profile of enrolments by students from equity target groups across industry groups, qualification levels and employment and institutional based pathways.

d) Equity target groups may be identified by the Minister from time to time and include students from the following groups:

i Indigenous students;

ii Students with a disability;

iii Youth (15 to 19 years);

iv Mature age students (over 45 years)

v Students of diverse cultural and linguistic background; and

vi Women

e) In assessing 'Outcomes Achieved', the Minister may consider the following factors:

i the proportion of students successfully completing each Unit of Competency;

ii the proportion of students successfully completing qualifications at certificate III or above;

iii the proportion of students progressing to further study or employment; and

iv the proportion of students achieving a qualification.

These outcomes will be assessed for the student population as a whole, and for targeted access groups within that population.

f) In assessing 'Contract Management', the Minister may consider the following factors:

i the timeliness of reporting by the Provider including the resulting of all enrolments within seven (7) weeks of the expiry of the enrolment activity end date;

ii the maximization of response rates in reporting, to properly allocate students to correct access and participation groups;

iii proportion of claims for payment with errors identified;

iv proportion of Invalid Enrolments (IE) identified;

v the actual level of training delivery compared to the contracted level of training delivery described in Schedule 1;

vi the actual level of training delivery compared to the benchmarks for priority areas of delivery stated in Schedule 1; and

vii the timeliness with which contractual documents are returned to the Minister.

SECTION VI FINANCIAL MATTERS

22. Alternative funding

a) The Provider confirms that, other than the funds provided in this Agreement, it has not received funding for the delivery to be reported under this Agreement.

b) The Provider shall notify the Minister within fourteen days if it secures funding (either in full or in part) for the delivery to be reported under this Agreement.

c) Upon receiving this notification, the Minister may change the amount payable to the Provider under Schedule 2.

23. Taxes

a) The funding in this Agreement is exclusive of GST.

b) In the event that GST is payable on services provided under this Agreement, the GST will be paid by the Minister upon presentation of a valid Tax Invoice.

c) All other taxes, duties and charges shall be paid by the Provider.

SECTION VII ADMINISTRATION OF THIS AGREEMENT

24. Applicable Law

This Agreement is governed by the law of Western Australia.

25. Variations

a) This Agreement may be varied at any time by a signed written agreement between the Minister and the Provider.

b) In deciding whether to agree to a proposed variation, the Minister will have regard to the Contract Performance Criteria described in clause 21.

26. Severability

Where any part of this Agreement is not enforceable (for whatever reason), it does not form part of the Agreement. All other parts of the Agreement will remain in full force.

27. Waiver

a) A waiver of a party's rights under this Agreement must be in writing and signed by that party.

b) A waiver by a party shall not affect that party's rights in respect of any subsequent breach of the Agreement.

28. Entire Contract

The contract between the Minister and the Provider is contained in this Agreement. No other written or verbal arrangement between the parties will be read into this Agreement.

29. Compliance with Law

In carrying out its duties under this Agreement, the Provider must comply with all applicable laws including the *Working With Children (Criminal Record Checking) Act 2004*.

30. Special Terms and Conditions

Special terms and conditions that apply to this Agreement are stated in Table 8.

31. Notices

a) Notices associated with this Agreement must be in writing and delivered to the following addresses:

i To the Minister

Director
Training Resource Allocation
Western Australian Department of Education and Training
Level 2, 151 Royal Street
EAST PERTH WA 6004
fax: (08) 9264 4281

ii To the Provider

Managing Director
Great Southern TAFE
Anson Road
ALBANY WA 6330

b) Either party may change its contact details by providing a notice in writing to the other party.

c) A notice will be considered to have been received:

i two days after being placed in the mail with postage paid;

ii if the notice is being served personally, at the time that the notice was presented;

iii if the notice is being transmitted by fax, at the time that the whole notice has been transmitted from the sending machine and the answer back of the receiving machine has been received; and

iv if the notice is being transmitted by email, one hour after the correctly addressed email was sent.

32. Signatories to this Agreement

Signed on behalf of the Minister for Training by

SIMON WALKER

EXECUTIVE DIRECTOR

PLANNING AND RESOURCES

DEPARTMENT OF EDUCATION AND TRAINING

Acting under delegated authority pursuant to Section 10 of the *Vocational Education and Training Act 1996* in the presence of

Witnessed by: *(Sign)* **Name:** *(Please Print)* **Office**

The Common seal of Great Southern TAFE was affixed to this document in the presence of

Chair/Deputy Chair of the College Council
Date

Witnessed by member: *(Sign)* **Name:** *(Please Print)*

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE

1. This Schedule describes the College Training Profile as per Section 42 of the *Vocational Education and Training Act 1996 (WA)*.

2. This Agreement, so far as it relates to the College Training Profile, constitutes a Resource Agreement as per Section 5 of the *Vocational Education and Training Act 1996 (WA)*.

3. The College Training Profile shall be treated as separate from other Training Services detailed in this Agreement.

4. The College Profile Matrix in Table 1 sets out the delivery targets (expressed in Student Curriculum Hours) for each combination of Industry Group and VET Level.

5. The College Training Profile is also presented as a Skills Shortage Matrix in Table 9 which identifies for each Industry Group the delivery targets for:

   - Employment based training;
   - Skills Shortage Institutional training; and
   - General Institutional training.

6. Activity benchmarks relating to the following State and Commonwealth priorities are stated in Table 10. The Minister may use these benchmarks as Contract Performance Criteria for the purpose of clause 21:

   - Employment Based Training commencements;
   - Skills Shortage Institutional training;
   - training places for people with a disability;
   - training places in regional and remote locations for Indigenous Australians;
   - participation by Indigenous Australians at Certificate III level or higher;
   - training places for 15 to 19 years old students; and
   - training at certificate IV and above.

7. The permissible levels of VET for government schools, VET for non-government schools, prisons delivery and delivery in certificate I and below courses are set out in Table 2. The delivery of VET for government schools and non-government schools will be in accordance with the protocol set out in Schedule 4.

8. The delivery of School Based Traineeships and Apprenticeships will be in accordance with the protocol set out in Schedule 5.

9. The delivery of the School Apprenticeship Link program will be in accordance with the protocol set out in Schedule 6.

10. Training services for Recognition of Prior Learning will be delivered and funded in accordance with the policy set out in Schedule 7.

11. Unless prior approval is given by the Minister, the Provider must offer all Apprenticeship programs that it has offered in previous years.

12. The Module Load Completion Rate (MLCR) Matrix is contained in Table 3. The Minister may use the MLCR as a Contract Performance Criteria for the purpose of clause 21. The method of calculating MLCR is defined in the 2009 – 2011 College Planning Guidelines.

13. The delivery of training to prisoners will be in accordance with the protocol set out in Schedule 8.

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE

1. Funding

a) Table 4 details the funding to be provided by the Minister for the delivery of the College Training Profile.

b) The basis of funding Advance Skill Lecturer, Principal Lecturer and Salary Maintenance staff is listed in Table 5.

c) No funding will be provided by the Department of Treasury and Finance to cover the cost of the 27th pay that will occur in 2015. Providers should ensure that appropriate provision is made in the preceding years to cover the cost of the additional pay when it falls due.

2. Payment schedule

a) Subject to the Provider meeting all of the terms in this Agreement, the Minister will pay the Provider in fortnightly disbursements in accordance with a schedule issued by the Minister.

b) The Provider's refund liability will be determined in the second quarter of 2010.

c) If a refund is payable, the Provider will pay the refund by the date stated on an invoice supplied by the Minister.

3. Refund

a) Where the Provider fails to meet the targets in Schedule 1, a refund will be payable to the Minister. In specific circumstances detailed below a credit may be payable to the Provider. The Total Refund is calculated as follows:

Total Refund	=	Refund for EBT, Skills Shortage Institutional and General Institutional
	Plus or Minus	Additional Items Refund or Credit
	Plus or Minus	Fees Refund or Credit
	Minus	EBT Credit
	Minus	Skills Shortage Credit

The Provider is not eligible for additional funding where the EBT and Skills Shortage Credits are greater than the other refund items payable by the Provider.

The following clauses explain the components of the refund calculation.

b) The refund will be calculated separately for each of the following categories of delivery:

- EBT;
- Skills Shortage Institutional (SSI); and
- General Institutional (GI).

The Skills Shortage Matrix (Table 9) defines the **Target SCH** for each of these categories of delivery.

c) The refund for EBT, SSI and GI is calculated as follows:

i **Reported SCH** is sourced from the Provider's final enrolment statistics data submission on an end of study basis. This is determined from the AVETMISS data collection in accordance with the following criteria:

- Fund source Id – State = 10;
- Enrolment category Id = C or S;
- Outcome identifier not 53, 54, 60 or 70; and
- Enrolment activity end date between 1 January 2009 and 31 December 2009;

ii **Validated SCH** are determined by reducing Reported SCH by that portion of the Provider's Invalid Enrolment (IE) rate in excess of three percent;

iii **Funded SCH** are determined by reducing Validated SCH for any delivery that exceeds the agreed tolerances for profile management (see below);

iv **Shortfall SCH** is determined by subtracting Funded SCH from Target SCH; and

v A **Shortfall Refund** is calculated for each category of delivery as: **Shortfall SCH x Unit cost.**

d) The Unit Cost for EBT delivery and IBT delivery is stated in Table 4.

e) Funded SCH for EBT is calculated by assessing the Provider's total Validated SCH for EBT against the Provider's total Target SCH for EBT. The following rules apply to the calculation of Funded SCH for EBT delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for EBT delivery above the Target SCH will create an **EBT Credit** calculated on the Unit Cost for Employment Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

f) Funded SCH for Skills Shortage Institutional is calculated by assessing the Provider's total Validated SCH for Skills Shortage Institutional against

the Provider's total Target SCH for Skills Shortage Institutional. The following rules apply to the calculation of Funded SCH for Skills Shortage Institutional delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for Skills Shortage Institutional delivery above the Target SCH will create a **Skills Shortage Credit** calculated on the Unit Cost for Institutional Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

g) Funded SCH for General Institutional is calculated by assessing the Provider's Validated SCH for General Institutional in each Industry Group against the Target SCH for General Institutional.

h) The following General Institutional SCH are excluded from Funded SCH for General Institutional:

i Any Validated SCH above 500 SCH for an Industry Group which contains no Institutional target;

ii Any Validated SCH above the target for General Institutional training in an Industry Group that is subject to a 'hard' ceiling as set out in Table 6;

iii Any Validated SCH above the target for General Institutional training in certificate I and below courses as set out in Table 2; and

iv Any Validated SCH in Industry Groups without a 'hard' ceiling, where delivery exceeds the target for General Institutional by more than 20,000 SCH.

i) An **Additional Items Refund** is calculated on each of the following:

i VET for government schools IBT delivery above the level stated in Table 2;

ii VET for non-government schools IBT delivery above the level stated in Table 2;

iii VET for government or non-government school students IBT delivery in courses and qualifications excluded from this delivery under the protocol in Schedule 4;

iv IBT delivery to prisoners above the level stated in Table 2;

v Funding provided for GROH housing in excess of actual expenditure acquitted by the Provider; and

vi Funding provided for specific projects in excess of actual expenditure acquitted by the Provider.

j) An adjustment is made to the Additional Items Refund to ensure that this refund is not calculated on SCH that has been excluded from Funded SCH under sub clause 3 h).

k) The Additional Items Refund may include funds provided for maintenance, minor works, equipment and the Technology Infrastructure Replacement Strategy in excess of the actual expenditure acquitted by the Provider against approved expenditures;

l) An Additional Items Credit will apply if funding provided for GROH housing is less than actual expenditure acquitted by the Provider.

m) A Fees Refund is calculated as the funding for resource fees associated with delivery to school students in excess of the funding justified against the SCH delivered in accordance with this Agreement.

n) A Fees Credit will apply if the funding for resource fees associated with delivery to school students is less than the funding justified against the SCH delivered in accordance with this Agreement.

o) A Refund will be calculated for Certificate IV and above traineeship training for students registered as Productivity Places Existing Worker Trainees on the Training Record System. The Refund will be calculated by comparing the profile funding for this delivery with the Claimable Funding calculated as follows:

   i Validated SCH for each Industry Group is multiplied by the relevant funding rate (as issued by the Minister) for Productivity Places Existing Worker Traineeship training to determine Claimable Funds; and

   ii An Additional Items Refund is calculated as the profile funding that is in excess of the Claimable Funds.

SCHEDULE 3 REPORTING REQUIREMENTS

On the following dates, the Provider will supply the Minister with data files that meet the requirements of the current version of the *Western Australian VET Enrolment Data Standard.*

College Training Profile Reporting Requirements

2009		
Date	**Status**	**Files Required**
16 January 2009	Preliminary reporting point for full year 2008 collection	Full set of validated NAT files (NAT00010 – NAT00130)
20 February 2009	Final formal reporting point (full year 2008) including all module outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)
17 April 2009	First Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
7 August 2009	Second Monitoring Point (Mid-Year) for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
6 November 2009	Third Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
2010		
15 January 2010	Preliminary Reporting Point for full year 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
19 February 2010	Final formal reporting point for 2009 including all outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)

When submitting these files, the Provider will confirm in writing that all records are accurate.

Where the Provider uses the College Management Information System (CMIS), they shall be entitled to the same set of services as currently provided to all providers in the TAFE**WA** College Network.

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS

The aim of this protocol is to ensure the most efficient and effective use of public resources in the implementation of the VET in schools initiative. The Refund provisions in Schedule 2 identify the circumstances where a refund is payable for a breach of this protocol.

VET in Schools programs allow students studying towards the Western Australian Certificate of Education to gain a partial or complete VET qualification. Profile funded VET in schools is a targeted program that aims to enhance existing VET in Schools delivery by providing:

- a pathway to higher level qualifications;
- training that is not within the scope of registration of an RTO school; and/or
- access to equipment and expertise not available in the school context.

Profile funded VET in schools is available for both government and non-government schools subject to the following conditions:

VET in government schools

Profile funding for VET in government schools is subject to the following conditions:

a) the students must be enrolled at a government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training effort is consistent with:
- the strategic priorities as outlined in the State Training Profile; and
- Education District planning priorities;

g) VET in government schools is not to include delivery in courses or qualifications classified in the industry groups 19A to 19E. However, delivery in the following qualifications is permitted:
- Certificate of Applied Vocational Study Skills (CAVSS) provided the delivery is in accordance with the CAVSS Protocol; and
- Certificate I in Leadership Development;

h) VET in government schools is not to include delivery at certificate I in the following industry groups;

16A Accounting and Other Business Services;
16C Office and Clerical; and
17A Computing.

VET in non-government schools

Profile funding for VET in non-government schools is subject to the following conditions:

a) the students must be enrolled at a non-government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in non-government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training delivery is in accordance with a plan of courses or qualifications submitted by the Provider and approved by the Minister. The training is to relate to skills shortage areas.

Reporting VET in schools

Note that delivery within the following categories is not included in the ceiling on VET in government and non-government schools:

- School Based Apprenticeships and Traineeships (SBA and SBT);
- School Apprenticeship Link (SAL) delivery; and
- delivery to a student enrolled under a Notice of Arrangement is not VET in Schools because the student has "left" school.

Profile funded VET in schools delivery should be included in the Provider's profile funded training and reported via AVETMISS and student enrolments must be flagged as VET in Schools enrolments as follows:

Type of Student:	VET for Schools
Training type:	O
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	Yes

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

No fees or charges, including resource, tuition and enrolment fees are to be applied to students enrolled in profile funded VET in Schools (Refer to the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*).

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS

School-based Apprenticeships and Traineeships provide an opportunity for full time secondary students enrolled in school to begin preparing themselves for a career. They allow students studying towards the Western Australian Certificate of Education to gain a nationally recognised vocational education and training qualification.

Public funding for School-based Apprenticeships and Traineeships training:

- may be utilised for the component of training delivered and assessed by the Provider;
- is available to students enrolled in both government and non-government schools;
- is to be achieved within the overall bottom line employment based delivery targets established for the Provider; and
- must be in accordance with the Guidelines and Working Principles for School-based Apprenticeships and Traineeships in Western Australia and the Apprenticeship and Traineeship Policy Guidelines.

School-based Apprenticeship and Traineeship delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be coded as follows:

Type of Student:	School based apprenticeship
Training type:	A
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

Type of Student:	School based traineeship
Training type:	T
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

** Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource, tuition and enrolment fees, are to be applied to students enrolling in School Based Apprenticeships and Traineeships.

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK

The School Apprenticeship Link (SAL) program supports the achievement of the Government's targets for employment based training and school retention. The approach is aimed at increasing young people's participation in education, employment and training and in particular in achieving a successful transition from school to an apprenticeship.

SAL is a school-based transition program delivered by a RTO and available for students in Years 11 and 12. There are two SAL options in various trades; a two semester family of trades program and a three semester trade specific pre-apprenticeship.

The SAL Family of Trades model allows students to experience a range of trades within an industry to assist them in making an informed choice when selecting their apprenticeship.

The SAL Pre-Apprenticeship model accommodates students who are clear on the trade they want to undertake and provides for direct credit on entry into an apprenticeship. SAL Pre-Apprenticeships are identical to mainstream pre-apprenticeships.

SAL placements funded at each college are determined by the Department. The Department allocates funded places for both Government and non-Government schools. Providers must seek approval from the Department for any change in the number of SAL places.

Profile funded SAL delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be codes as follows:

Type of Student:	School apprenticeship link
Course	Appropriate SAL qualification
Training type:	P
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource and course fees are to be applied to students enrolled in profile funded SAL programs.

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING

This policy applies to all publicly funded RPL assessments.

Policy:

1. The Minister will fund the student curriculum hours (SCH) associated with RPL assessments at the same rate as other forms of training delivery.
2. Excessive reporting of Unsuccessful RPL will be monitored and, if necessary, funding constraints may be applied to future Delivery and Performance Agreements.
3. The SCH associated with the RPL assessments for any one client each semester should not exceed the SCH required for a full qualification. RPL reported for each client will be monitored and funding constraints may be applied to future Delivery and Performance Agreements where excessive RPL has been reported for a client.
4. Fee for Service arrangements should be established where the aim of a RPL process is to:
   a) prepare school teachers to deliver VET qualifications; or
   b) assess the competencies of a government employee, where those competencies form part of the government agency's conditions of employment, or are a requirement for promotion.

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY

In support of the National Strategy for Vocational Education and Training for Adult Prisoners and Offenders in Australia, the Department of Corrective Services (DCS) and the Department of Education and Training, in liaison with Providers, are developing a joint planning process and standard protocols for prison based delivery. The aim is to establish a framework for the provision of high standard vocational education and training for offenders in WA prisons.

As an initial step in the on-going process of developing cooperative working arrangements between Providers and the DCS, the following protocols will apply in 2009:

- The Provider will develop planned prison delivery in consultation with DCS;
- The Provider will work with DCS in the development of mutually agreed business rules for delivery in a prison. Once agreed, these business rules will form the basis of a memorandum of understanding between the Provider and DCS;
- The Provider will keep DCS informed of the actual delivery through regular reports and meetings; and
- The Provider gives permission for the Department releasing information to DCS on the Provider's actual and planned delivery across all years associated with prisoners. Such information is not to include individual student information.

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT

This protocol provides a basis for the use and evaluation of professional development (PD) funded through the STQC program. STQC funded PD activities must be additional to core PD activities.

The Minister will provide the STQC funding as identified in Table 4, subject to the submission of an acceptable PD Plan. The provider will be required to repay any STQC funds that have not been spent on approved PD activities.

The purpose of these guidelines is:

- To provide information on the requirements and content of the annual PD Plan and report to be submitted to the VET Programs and Development Branch of the Department for STQC funded PD activities.
- To ensure there is a strong focus on teaching, learning and assessment of lecturers, it will be necessary to develop strategies for the maximum number of practitioners to benefit from the funding recognising that there is a mutual responsibility for colleges to provide opportunities for PD.
- To ensure there is clear evidence in the reporting process that learning and development activities are producing measurable improvements in the quality of teaching, learning and assessment in TAFEWA

Requirements

The Provider shall develop, submit and implement an annual PD Plan that;

- aligns with STQC's key directions for the current calendar year. These directions will be supplied by the VET Programs and Development Branch of the Department.
- demonstrates how STQC funding is providing PD opportunities over and above existing and on-going PD.
- Clearly identifies:
    - programs/initiatives/projects/courses funded by STQC which will take place
    - how PD activities will be organised
    - how the success of the activities will be monitored and measured with evidence of improved teaching, learning and assessment practices.

The Provider shall submit an annual report for the calendar year that includes;

- details of the programs/ initiatives/projects/ courses funded by STQC with a demonstration of how this funding provided PD support over and above on-going PD
- an evaluation, including performance indicators, of the effectiveness of the STQC funding support, and if appropriate a rationale for adjustments to original plan
- an acquittal statement of how the funds have been allocated, signed by the Managing Director, showing funds expended on the program in the annual PD Plan.

TIMELINE

Submit PD Plan	Last Friday in February
Submit annual report	First Friday in December

SCHEDULE 10 PROVISION OF ADVICE ON VOCATIONAL EDUCATION AND TRAINING NEEDS FOR 2010-2012

The Department will fund the Provider for the provision of advice on regional training needs. The information provided is used by the Department to:

- provide input to the State Training Plan;
- identify new and emerging regional training needs and opportunities and the Provider's response;
- identify regional developments at community and industry level that are producing challenges that cannot be met by the Provider due to resource or capability constraints;
- identify training opportunities that would be better addressed through other funding programs; and
- respond to requests for advice, both from within and outside the Department.

Funding

Funding of $30,000 will be paid to the Provider in 2009 for the provision of VET advice relevant to the Great Southern region.

The information and advice required by the Department is outlined below. Funding will be paid in fortnightly installments.

The Department reserves the right to suspend fortnightly payments if the information is not provided by Friday 15 May 2009 or is of a standard that is not considered acceptable (for example, information is insufficient, inadequate, unusable or unreliable).

The Provider may also be required to repay any funds that have not been fully expended for the approved purpose by 31 December 2009.

Report Format and Timelines

The Department will provide a template for the provision of the regional advice identified below. Information should be submitted electronically.

The Provider is required to submit the required information by Friday 15 May 2009.

The Department may seek clarification in relation to various aspects of the information supplied by the Provider.

THEMES	INFORMATION TO BE INCLUDED
1. Strategic priorities of the Provider	a) Identify the College's medium to long term strategic directions and priorities. b) Identify how the College's medium to long term strategy directions and priorities are aligned or consistent with priorities identified by the State Training Board. c) Identify key actions to address the Colleges' medium to long term strategic directions and priorities.
2. Key community developments	a) Identify key community developments impacting on the region, such as demographic changes, changes in population distribution, trends in employment or unemployment. b) Identify the College's current or planned response to key community developments identified in 2(a).
3. Key regional developments	a) Identify key regional developments (e.g. new resource and construction projects), companies involved, and specific location. b) Identify the College's current or planned response to key regional developments identified in 3(a). Please include reference to partnerships with companies, schools, RTOs or Government agencies, where relevant.
4. Indigenous engagement, training and employment	a) Identify current programs available in the region to support Indigenous people in their transition from school to training to employment (including initiatives associated with retention, completion and progression to higher level qualifications). b) Identify new programs, initiatives or opportunities either planned or required to support Indigenous students and improve their transition from school to training to employment and achievement of higher level qualifications.
5. Current skill shortages	a) Identify current key skill shortages in the region by occupation and the qualification relevant to each skill or occupational shortage. b) Identify any specific programs or initiatives identified or required by the College to respond to current key skills shortages identified in 5(a).
6. Training needs that the Provider is having difficulty meeting	a) Identify any training needs the College is having difficulty meeting (e.g. these needs may relate to community or regional developments, specific qualifications, occupations or other issues such as the needs of specific disadvantaged groups, VET in Schools, Indigenous delivery and support, RPL, retention and completion issues, delivery of apprenticeships and higher level qualifications, training for existing workers). b) Identify any issues (such as staffing or

	infrastructure) that are affecting the College's capacity to respond to the training needs identified in 6(a).
7. Key challenges faced by the region in terms of the availability and provision of skills in the future	Identify the challenges faced by the region in the future in terms of ensuring a supply of appropriately skilled workers.
8. Growth in demand for VET	Identify occupations where the demand for VET is expected to increase over the next three years.
9. Falling demand for VET	Identify occupations when the demand for VET is likely to decline over the next three years.
10. Factors affecting delivery in remote locations	a) Identify difficulties associated with responding to training requirements in the region's remote locations. b) Identify actual or planned initiatives that have been developed or identified in response to the difficulties identified in 10(a).

Other Reports

From time to time throughout 2009 the Department may require advice on regional training needs in response to requests for specific information or to assist in the development of system-wide responses to training issues.

Report Submission and Contact Details

The report should submitted to the following email address: janina.conner@det.wa.edu.au.

Further information is available from Dr Janina Conner, telephone 9264 4544.

SCHEDULE 11 2009 SHEARER AND WOOL HANDLER TRAINING

Under this schedule, the Provider will be allocated 16 500 SCH for delivery of Shearer and Wool Handling training. In addition to the suggested course details described below the Provider may offer the following qualifications (in part or as full qualifications):

- Certificate I Rural Operations (RTE 10103)
- Certificate II Wool Handling (RTE 20303)
- Certificate II Shearing (RTE 20403)
- Certificate III Shearing (RTE 31503)
- Certificate II Crutching (RTE 20503)

The structure of the delivery will be determined by the Provider and may include courses provided at training centres or customised training in shearing sheds.

The primary focus of the training funded under this program is to provide short courses directed at:

a) Potential new entrants to the industry; and
b) Relatively new and/or unskilled persons already employed in the industry.

However, the program may include training for other existing workers.

The Provider is to focus on training delivery in the Great Southern Region of the State.

KEY PERFORMANCE INDICATORS

- The total nominal SCH reported on an end-of-study basis;
- The number of students trained;
- The percentage of students that complete Units they commence; and
- The percentage of students that achieve competency in the Units enrolled.

Achievement against these Performance Indicators will be derived from reported delivery data.

ADMINISTRATION AND REPORTING

The Provider will report all training delivery through the project under fund source code 12 (CMIS fund source code Q) with a contract id of “SHEAR08” at the times and in the format defined in Schedule 3.

Training to students of Agricultural Colleges is not to be reported under this project.

FUNDING

The Department will provide a total of $165 000 for the delivery of 16 500 SCH (Target SCH) in 2009. Where the Provider does not achieve the Target SCH, a refund shall be payable at the rate of $10 per SCH for the difference between reported and target SCH. No additional funding shall be provided for delivery in excess of the Target SCH. All training delivery through the project will be excluded from Reported SCH for the purposes of calculating the refund in Schedule 2.

SUGGESTED COURSE DETAILS

Course for potential new entrants

The course should be a Statement of Attainment drawn from RTE10103 Certificate I in Rural Operations specialising in Shearing and Wool Handling comprising:

- RTC1801A Prepare for Work (30)
  *Plus any of the following Units**
- RTE1103A Support Woolshed Operations (25)
- RTE1105A Undertake basic shearing and crutching (30)
- RTE1106A Shear sheep to novice level (approx 40/day consistently) (60)
- RTC1201A Maintain the Workplace (30)
- RTC1302A Assist with routine maintenance of machinery and equipment (30)

* It is expected that the course should not exceed 120 SCH because industry feedback suggests course fees for a longer course would deter potential students.

Courses for new and unskilled employees

i. Shearing

For shearing the suggested course should be a Statement of Attainment drawn from RTE20403 Certificate II in Shearing comprising:

- RTC2701 A Follow OHS Procedures (10)
  Plus <u>any two</u> of the following units
- RTE2107A Crutch sheep (30)
- RTE2310A Prepare handpiece and down tube for machine shearing (10)
- RTE2149A Shear sheep to improver level (approx 80/day) (50)
- RTE2302A Grind combs and cutters for machine shearing (15)

ii. Wool Handling

For wool handling the suggested course should be a Statement of Attainment drawn from RTE20303 Certificate II in Wool Handling comprising:

- RTC2701 A Follow OHS Procedures (10)
  Plus <u>any two</u> of the following units
- RTE2117A Pen up sheep (10)
- RTE2119A Perform board duties (60)
- RTE2120A Assist with pressing wool (10)
- RTE2216 Assist in preparing for shearing and crutching (10)

Full qualifications

The Provider may also enrol students for the full qualification in the following Certificates where there is such a demand.

- RTE20403 Certificate II in Shearing
- RTE20303 Certificate II in Wool Handling

Table 1: College Profile Matrix (All Delivery)

Industry Group		*Apprentices and trainees*	*Certificate I and II*	*Certificate III and IV*	*Diploma+*	*Total*
01A	Recreation Sports and Entertainment	500	0	3,000	0	**3,500**
01B	Visual and Performing Arts	0	11,460	35,472	6,650	**53,582**
01C	Design	0	0	12,840	4,200	**17,040**
02A	Automotive	10,160	14,095	0	0	**24,255**
03A	Building and Constructions	28,738	32,263	900	0	**61,901**
03B	Surveying and Building	0	0	6,740	1,270	**8,010**
04A	Community Service Workers	16,400	2,890	48,960	9,100	**77,350**
04B	Education and Childcare	2,500	0	24,630	8,300	**35,430**
04C	Health	2,400	0	13,420	24,995	**40,815**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	614	2,182	0	0	**2,796**
06A	Food Trades and Processing	4,200	0	4,600	300	**9,100**
07A	Clothing Footwear and Soft Furnishings	0	5,180	5,600	0	**10,780**
07B	Furniture Manufacture	5,628	0	0	0	**5,628**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	2,580	0	**2,580**
09A	Engineering and Drafting	1,200	0	0	0	**1,200**
09B	Metal and Mining	19,863	9,596	0	0	**29,459**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	4,100	34,000	54,090	11,300	**103,490**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	5,700	13,250	11,330	2,000	**32,280**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	9,685	7,320	18,940	1,000	**36,945**
12B	Retail	1,450	0	0	0	**1,450**
13A	Cooking	4,304	84	9,550	0	**13,938**
13B	Hospitality	1,260	0	3,252	0	**4,512**
13C	Tourism	0	1,600	3,380	0	**4,980**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	595	1,500	0	**2,095**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	10,730	9,985	0	0	**20,715**
16A	Accounting and Other Business Services	0	0	38,670	9,500	**48,170**
16B	Management	0	0	8,280	6,870	**15,150**
16C	Office and Clerical	3,130	29,970	18,340	0	**51,440**
17A	Computing	1,200	0	34,934	649	**36,783**
18A	Science and Technical Workers	0	900	6,860	1,215	**8,975**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	36,950	18,000	0	**54,950**
19C	Languages	0	5,900	600	0	**6,500**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	29,250	0	0	**29,250**
	Total	**133,762**	**247,470**	**386,468**	**87,349**	**855,049**

College Profile Matrix (Major Regional Centre - Regional Loading)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	500	0	3,000	0	**3,500**
01B	Visual and Performing Arts	0	2,260	10,012	6,650	**18,922**
01C	Design	0	0	12,000	4,200	**16,200**
02A	Automotive	9,930	11,415	0	0	**21,345**
03A	Building and Constructions	28,738	32,263	900	0	**61,901**
03B	Surveying and Building	0	0	6,740	1,270	**8,010**
04A	Community Service Workers	11,810	2,890	44,310	9,100	**68,110**
04B	Education and Childcare	2,000	0	22,630	8,300	**32,930**
04C	Health	2,400	0	13,420	24,995	**40,815**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	614	1,600	0	0	**2,214**
06A	Food Trades and Processing	1,200	0	3,100	300	**4,600**
07A	Clothing Footwear and Soft Furnishings	0	5,180	5,600	0	**10,780**
07B	Furniture Manufacture	5,628	0	0	0	**5,628**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	1,200	0	0	0	**1,200**
09B	Metal and Mining	19,863	9,596	0	0	**29,459**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	4,100	20,100	51,590	11,300	**87,090**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	2,700	7,500	7,830	2,000	**20,030**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	9,226	7,320	18,940	1,000	**36,486**
12B	Retail	1,450	0	0	0	**1,450**
13A	Cooking	4,304	0	9,550	0	**13,854**
13B	Hospitality	1,260	0	2,242	0	**3,502**
13C	Tourism	0	1,600	3,380	0	**4,980**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	595	0	0	**595**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	10,730	9,985	0	0	**20,715**
16A	Accounting and Other Business Services	0	0	33,770	9,500	**43,270**
16B	Management	0	0	5,880	6,870	**12,750**
16C	Office and Clerical	2,500	22,240	11,020	0	**35,760**
17A	Computing	1,200	0	18,964	649	**20,813**
18A	Science and Technical Workers	0	900	6,860	1,215	**8,975**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	25,000	12,700	0	**37,700**
19C	Languages	0	3,400	0	0	**3,400**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	25,385	0	0	**25,385**
	Total	**121,353**	**189,229**	**304,438**	**87,349**	**702,369**

College Profile Matrix (Hinterland - Regional Loading)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	0	0	0	0	**0**
01B	Visual and Performing Arts	0	9,200	25,460	0	**34,660**
01C	Design	0	0	840	0	**840**
02A	Automotive	230	2,680	0	0	**2,910**
03A	Building and Constructions	0	0	0	0	**0**
03B	Surveying and Building	0	0	0	0	**0**
04A	Community Service Workers	4,590	0	4,650	0	**9,240**
04B	Education and Childcare	500	0	2,000	0	**2,500**
04C	Health	0	0	0	0	**0**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	582	0	0	**582**
06A	Food Trades and Processing	3,000	0	1,500	0	**4,500**
07A	Clothing Footwear and Soft Furnishings	0	0	0	0	**0**
07B	Furniture Manufacture	0	0	0	0	**0**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	2,580	0	**2,580**
09A	Engineering and Drafting	0	0	0	0	**0**
09B	Metal and Mining	0	0	0	0	**0**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	0	13,900	2,500	0	**16,400**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	3,000	5,750	3,500	0	**12,250**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	459	0	0	0	**459**
12B	Retail	0	0	0	0	**0**
13A	Cooking	0	84	0	0	**84**
13B	Hospitality	0	0	1,010	0	**1,010**
13C	Tourism	0	0	0	0	**0**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	0	1,500	0	**1,500**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	0	0	0	0	**0**
16A	Accounting and Other Business Services	0	0	4,900	0	**4,900**
16B	Management	0	0	2,400	0	**2,400**
16C	Office and Clerical	630	7,730	7,320	0	**15,680**
17A	Computing	0	0	15,970	0	**15,970**
18A	Science and Technical Workers	0	0	0	0	**0**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	11,950	5,300	0	**17,250**
19C	Languages	0	2,500	600	0	**3,100**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	3,865	0	0	**3,865**
	Total	**12,409**	**58,241**	**82,030**	**0**	**152,680**

Table 2: Training Delivery Ceilings

	SCH
Ceiling for profile-funded VET for Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**29,588**
Ceiling for profile-funded VET for Non Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**1,479**
Ceiling for profile-funded Institutional delivery in prisons Delivery must be recorded against a prison training provider location (campus) code.	**39,142**
Ceiling for profile-funded Institutional delivery in certificate I and below courses Certificate I and below is defined as delivery against qualifications/courses with ASCED level of Education Id greater than or equal to 524.	**121,522**

Table 3: MLCR Matrix (2007 Benchmark Data)

Industry Group		MLCR State Average	MLCR College Actual
01A	Recreation Sports and Entertainment	79%	88%
01B	Visual and Performing Arts	78%	70%
01C	Design	70%	81%
02A	Automotive	91%	93%
03A	Building and Constructions	88%	96%
03B	Surveying and Building	67%	89%
04A	Community Service Workers	79%	84%
04B	Education and Childcare	75%	71%
04C	Health	79%	90%
04D	Library Workers	84%	0%
05A	Finance Insurance Property Service Workers	77%	83%
06A	Food Trades and Processing	89%	86%
07A	Clothing Footwear and Soft Furnishings	75%	83%
07B	Furniture Manufacture	80%	76%
08A	Communications	0%	0%
08B	Printing & Publishing	82%	0%
09A	Engineering and Drafting	71%	74%
09B	Metal and Mining	87%	96%
10A	Animal Care	77%	0%
10B	Forestry, Farming and Landcare	84%	90%
10C	Fishing	81%	0%
10D	Horticulture	81%	80%
11A	Process Manufacturing	96%	0%
12A	Personal Service	82%	95%
12B	Retail	76%	100%
13A	Cooking	78%	80%
13B	Hospitality	77%	81%
13C	Tourism	77%	67%
13D	Travel agents	70%	0%
14A	Transport Trades, Storage and Associated	88%	100%
15A	Electrical and Electronic Engineering	62%	0%
15B	Electrical Trades	88%	97%
16A	Accounting and Other Business Services	67%	69%
16B	Management	66%	80%
16C	Office and Clerical	68%	74%
17A	Computing	59%	77%
18A	Science and Technical Workers	79%	67%
19A	ACE	0%	0%
19B	Adult Literacy/ESL	46%	55%
19C	Languages	73%	73%
19D	Miscellaneous	39%	0%
19E	Targetted Access and Participation Courses	70%	68%

Table 4: Funding for College Training Profile

Student Curriculum Hours (SCH)	855,049
Teaching Hours (TH)	73,655
Marginal Unit cost (for use in refund calculation)	
Employment Based Training	$9.97
Institutional Based Training	$8.46
Lecturing Staff	
Salaries Funding	$5,575,221
Remote / Regional Loadings	$0
Total Funding for Lecturing Staff	**$5,575,221**
Academic Support Staff	
Salaries Funding	$532,415
Remote / Regional Loadings	$0
Total Funding for Academic Support Staff	**$532,415**
Program Management Staff	
Salaries Funding	$631,714
Remote / Regional Loadings	$0
Total Funding for Program Management	**$631,714**
Non-teaching Staff	
Step 1	$1,288,750
Step 2	$477,625
Step 3	$698,951
Remote / Regional Loadings	$0
Total Funding for Non-Teaching Staff	**$2,465,326**

Consumables

Consumables	$314,187
Remote / Regional Loadings	$31,419
Total Funding for Consumables	**$345,606**

Fixed, Indirect and Semi-variable Costs

Fixed Costs	$1,197,034
Indirect Costs	$21,118
Fixed Component of Semi-variable costs	$117,724
Variable Component of Semi-variable costs	$100,181
Lease costs	$38,390
Capped costs	$125,626
Total Funding for Fixed, Indirect and Semi-Variable Costs	**$1,600,073**

Capital-related items

Minor Works	$92,961
Equipment	$333,028
Maintenance	$136,335
Total Funding for Capital-related Items	**$562,324**

Community Service Obligations and Additional Items

Support for Students with Disabilities	$150,555
Indigenous Funding	$222,646
Once-Off Funding for Special Projects	$195,000
Technology Infrastructure Replacement Strategy	$161,000
Duty of Care Funding Allocation	$143,468
Non - Teaching Salary plus on - cost (Regional Employment Coordinator)	$111,560
Thin Market Loading for Apprenticeships	$102,948
State Training Quality Committee Funding	$73,590
Trade Lecturer Salary Funding in Specific Skill Shortage Areas	$59,249
AQTF Systems Development and Implementation	$38,218
Provision for Operating Costs for New centre	$32,717
School Student Resource Fees	$25,857
SAL Coordination Support	$25,000
Compaction of salary grades	$21,687
Funding for Travel Allowance	$14,836
Shared Services Savings in Advertising due to web-based job advertising	-$7,000
Shared Services Efficiencies - Salary	-$38,386
Shared Services Efficiencies - Non Salary Items	-$40,454
Shared Services Efficiencies - phase 1 (Savings from Existing and New Common Use Contracts)	-$54,906
Budget adjustment - travel, advertising and consultants	-$54,910
Shared Services Efficiencies - phase 2 (Savings from Existing and New Common Use Contracts)	-$70,230
Retention Funding Adjustment	-$79,979
Efficiency Dividend	-$242,073
Total Funding for CSOs and Additional Items	**$790,393**

LESS Tuition Fee Revenue	**-$585,709**
TOTAL FUNDING	**$11,917,364**

Table 5: Funded ASL, Principal Lecturer and Salary Maintenance positions

Lecturer Type	Name	Funding	FTE	Salary
ASL1	Profile proportion of Lecturers Certified Agreement quota		13.00	$917,358
Funding (incl on-cost @ 13.84%)		**$1,044,320**	**13.00**	
ASL2	Profile proportion of Lecturers Certified Agreement quota		6.50	$473,863
Funding (incl on-cost @ 13.84%)		**$539,446**	**6.50**	
PL	Profile proportion of Lecturers Certified Agreement quota		2.70	$205,251
Funding (incl on-cost @ 13.84%)		**$233,658**	**2.70**	

Total Funding (incl on-cost @ 13.84%) **$1,817,424**

Table 6: Industry Groups subject to Hard Ceilings

Industry Group	
01B	Visual and Performing Arts
16B	Management
19B	Adult Literacy/ESL
19D	Miscellaneous

Table 7: Apprenticeships subject to 'thin markets' loading

Apprenticeship
WOOD MACHINIST
ROOF PLUMBING
ENGINEERING TRADESPERSON (MECHANICAL)
CHEF
CABINET MAKER

Table 8: Special Terms and Conditions Under Clause 28

a) Funds provided for the Technology Infrastructure Replacement Strategy are to be used for the purpose approved by the Department. The Provider is to submit an acquittal statement for the expenditure of these funds each year. A refund will be payable or future funding allocations may be reduced where the acquitted expenditure over two years is less than the funding provided.

b) To support Recognition of Prior Learning (RPL) delivery the Provider will:

• Nominate a single contact point for RPL referrals from the Career Development Centre (CDC). Implementation of the 'One-Stop-Shop / Referral Centre' through the CDC will require a single contact point within each Provider to enable a seamless experience for the applicant and a streamlined RPL process for both the Provider and the CDC;

• Offer candidates referred from the CDC an interview within 10 working days of the referral;

• Ensure that correct coding is used to enable all RPL activity to be captured as RPL

• Aim to grow RPL delivery above the level reported in 2008; and

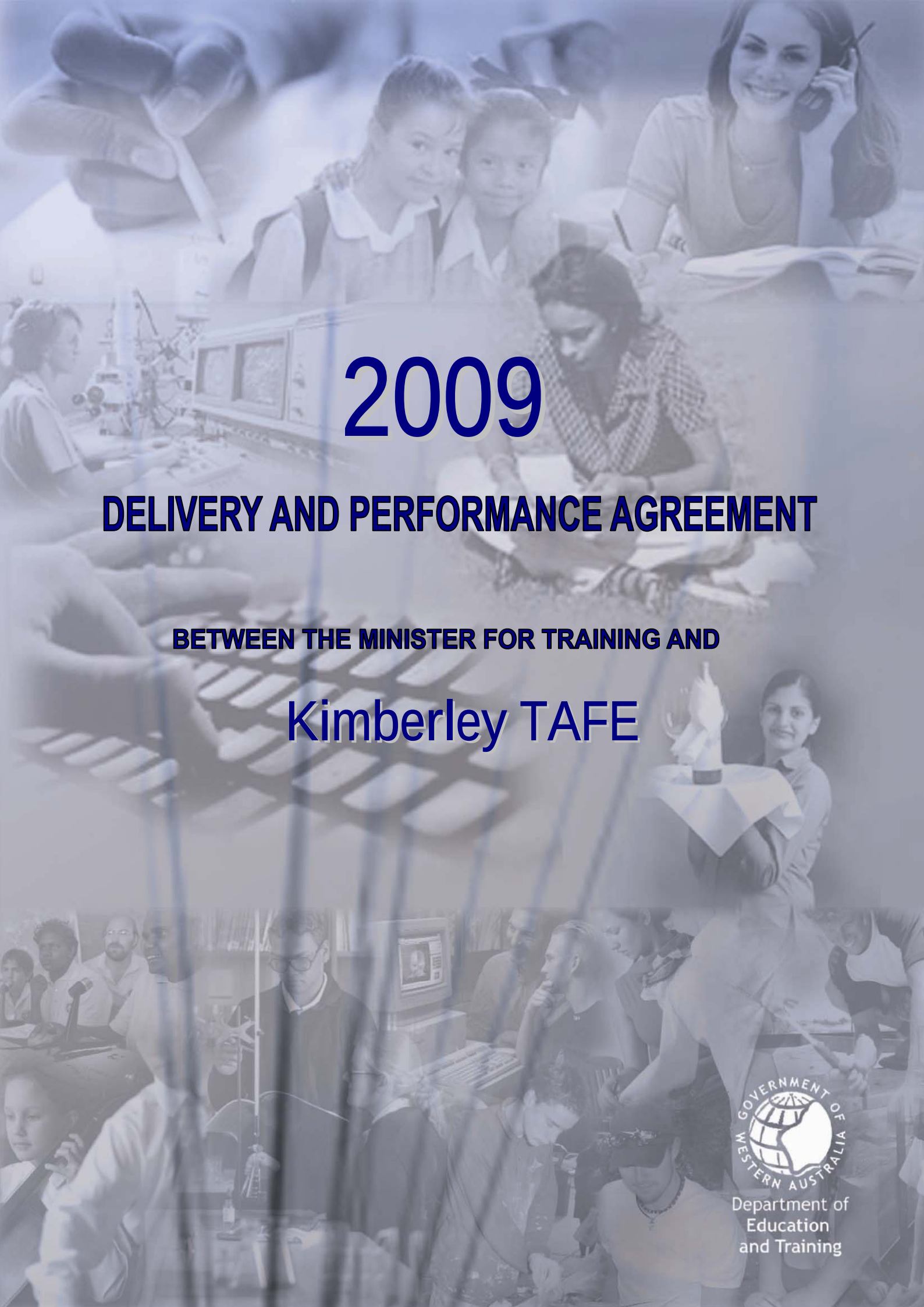
• Increase Scope of Registration for Trade Skills Recognition (TSR).

Table 9: Skill Shortage Matrix

Wadt Group	Apprentices and Trainees	Skill Shortage Institutional	General Institutional	Total SCH
01A Recreation Sports and Entertainment	500	0	3,000	3,500
01B Visual and Performing Arts	0	0	53,582	53,582
01C Design	0	0	17,040	17,040
02A Automotive	10,160	0	14,095	24,255
03A Building and Constructions	28,738	0	33,163	61,901
03B Surveying and Building	0	8,010	0	8,010
04A Community Service Workers	16,400	22,660	38,290	77,350
04B Education and Childcare	2,500	10,700	22,230	35,430
04C Health	2,400	25,035	13,380	40,815
04D Library Workers	0	0	0	0
05A Finance Insurance Property Service Workers	614	0	2,182	2,796
06A Food Trades and Processing	4,200	1,300	3,600	9,100
07A Clothing Footwear and Soft Furnishings	0	0	10,780	10,780
07B Furniture Manufacture	5,628	0	0	5,628
08A Communications	0	0	0	0
08B Printing & Publishing	0	0	2,580	2,580
09A Engineering and Drafting	1,200	0	0	1,200
09B Metal and Mining	19,863	0	9,596	29,459
10A Animal Care	0	0	0	0
10B Forestry, Farming and Landcare	4,100	20,135	79,255	103,490
10C Fishing	0	0	0	0
10D Horticulture	5,700	0	26,580	32,280
11A Process Manufacturing	0	0	0	0
12A Personal Service	9,685	0	27,260	36,945
12B Retail	1,450	0	0	1,450
13A Cooking	4,304	0	9,634	13,938
13B Hospitality	1,260	0	3,252	4,512
13C Tourism	0	580	4,400	4,980
13D Travel agents	0	0	0	0
14A Transport Trades, Storage and Associated	0	0	2,095	2,095
15A Electrical and Electronic Engineering	0	0	0	0
15B Electrical Trades	10,730	0	9,985	20,715
16A Accounting and Other Business Services	0	33,440	14,730	48,170
16B Management	0	1,800	13,350	15,150
16C Office and Clerical	3,130	0	48,310	51,440
17A Computing	1,200	17,599	17,984	36,783
18A Science and Technical Workers	0	7,325	1,650	8,975
19A ACE	0	0	0	0
19B Adult Literacy/ESL	0	0	54,950	54,950
19C Languages	0	0	6,500	6,500
19D Miscellaneous	0	0	0	0
19E Targetted Access and Participation Courses	0	0	29,250	29,250
Total	133,762	148,584	572,703	855,049

Table 10: Benchmarks for Training in Skill Shortage and Other Priority Areas

	2007 Actual	2009 Planned
Employment-based Training (Benchmark: TRS Commencements)		
TRS Commencements	358	339
Student Curriculum Hours	141,277	133,762
Institutional Skill Shortages (Benchmark: Course Enrolments)		
Course Enrolments*	383	466
Student Curriculum Hours*	122,061	148,584
*Note: both years are calculated using the PPP Skill Shortage List		
Indigenous Cert III+		
Course Enrolments	150	140
Indigenous Regional		
Course Enrolments	518	533
Disability		
Course Enrolments	407	477
15-19		
Course Enrolments	1,652	1,388
Certificate IV and Above		
Course Enrolments	716	873
Student Curriculum Hours	210,268	256,290



2009

DELIVERY AND PERFORMANCE AGREEMENT

BETWEEN THE MINISTER FOR TRAINING AND

Kimberley TAFE

GOVERNMENT OF WESTERN AUSTRALIA

Department of Education and Training

TABLE OF CONTENTS

SECTION I ABOUT THIS AGREEMENT 3

1. PARTIES 3
2. INTERPRETATION 3
3. TERM OF THIS AGREEMENT 5
4. SCOPE 5

SECTION II SUMMARY OF ROLES 7

5. ROLE OF THE MINISTER 7
6. ROLE OF THE PROVIDER 7

SECTION III TRAINING DELIVERY 8

7. STUDENT SERVICE STANDARDS 8
8. TRAINING PACKAGES 8
9. INABILITY TO PROVIDE TRAINING SERVICES 9
10. TRAINING ARRANGEMENTS 9
11. ACCESS AND EQUITY 10
12. CONFIDENTIALITY 10
13. TRANSFER OF APPRENTICES AND TRAINEES 10
14. RECOGNITION OF PRIOR LEARNING 10

SECTION IV PAYMENT 11

15. PAYMENT FOR TRAINING SERVICES 11
16. ADDITIONAL TRAINING SERVICES 11

SECTION V MEASURING PERFORMANCE 12

17. RECORD-KEEPING 12
18. AUDITS AND MONITORING VISITS 12
19. STUDENT SURVEYS 12
20. INVALID ENROLMENTS (IE) 13
21. CONTRACT PERFORMANCE CRITERIA 13

SECTION VI FINANCIAL MATTERS 15

22. ALTERNATIVE FUNDING 15
23. TAXES 15

SECTION VII ADMINISTRATION OF THIS AGREEMENT 16

24. APPLICABLE LAW 16
25. VARIATIONS 16
26. SEVERABILITY 16
27. WAIVER 16
28. ENTIRE CONTRACT 16
29. COMPLIANCE WITH LAW 16
30. SPECIAL TERMS AND CONDITIONS 16
31. NOTICES 17
32. SIGNATORIES TO THIS AGREEMENT 18

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE 19

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE 21

1. FUNDING 21
2. PAYMENT SCHEDULE 21
3. REFUND 21

SCHEDULE 3 REPORTING REQUIREMENTS 25

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS 26

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS 28

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK 30

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING 31

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY 32

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT 33

SCHEDULE 10 PROVISION OF ADVICE ON VOCATIONAL EDUCATION AND TRAINING NEEDS FOR 2010-2012 34

SECTION I ABOUT THIS AGREEMENT

1. Parties

This is an Agreement between the Minister for Training ("the Minister") and Kimberley TAFE ("the Provider").

2. Interpretation

In this Agreement, unless the context indicates otherwise:

a) headings are for reference only;

b) a reference to a person includes a reference to any corporation or entity that is recognised by law;

c) plural words include the singular and vice versa; and

d) the following terms have specific meanings assigned to them:

"Acquittal Certificate" means a document, issued by the Provider, confirming that both the Minister and the Provider have met all of the terms of this Agreement.

"Agreement" means this document, including any Schedules and Variations.

"Apprentice" means an apprentice or 'industrial trainee' registered in Western Australia in accordance with the *Industrial Training Act* 1975 (WA).

"AQTF" means the Australian Quality Training Framework.

"Credit Transfer" means credit granted to a student for a Unit of Competency achieved through participation in another training program.

"Employment based training" or "EBT" means training delivered to an apprentice or trainee.

"End of Study reporting" means the reporting of module and unit enrolments that end in the collection year and therefore have finalised outcomes.

"Enrolment" means participation with an RTO of a student in learning and/or assessment against a Unit of Competency. A complete definition is available in the WA VET Enrolment Data Standard.

"General Institutional" or "GI" means institutional based training in areas other than Skills Shortage Areas.

"GST" means a tax in the nature of a supply or goods and services tax imposed by the Commonwealth of Australia.

"Industry Group" is a classification, determined by the Minister, of the occupation or outcome that a qualification is intended to serve.

"Institutional based training" or "IBT" means training delivery other than training for an apprentice or trainee.

"Invalid Enrolment" or "IE" refers to an enrolment where the Provider cannot provide proof of student participation as required by the appropriate version of the *Western Australian VET Enrolment Data Standard*.

"Minister" means the Minister for Training, a body corporate as constituted under section 7 of the *Vocational Education and Training Act 1996 (WA).* References to the Minister include a reference to authorised officers of the Western Australian Department of Education and Training.

"Module" means a component of an accredited course against which a student is assessed. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"Notice of Arrangement" is an arrangement defined in the *Acts Amendment (Higher School Leaving Age and Related Provisions) Act 2005* under which a person who has not reached the age of 18, is enrolled in full time accredited training, a gazetted course, an approved combination of education, training and/or employment, becomes an apprentice or trainee or engages in other approved employment.

"Provider" means Kimberley TAFE.

"Registered Training Organisation" or "RTO" means a training provider registered with the Training Accreditation Council of Western Australia.

"Recognition of prior learning" or "RPL" is an assessment process resulting in the formal recognition of competencies acquired through formal or informal training, work experience and / or life experience.

"Recognition of current competencies" is an assessment process resulting in the confirmation that a student is currently competent in a Unit of Competency previously attained through training and assessment by an RTO.

"Skills Shortage Areas" are the qualifications identified by the Minister as priority for addressing skills shortage occupations. The qualifications in Skills Shortage Areas are identified in the Course Master file.

"Skills Shortage Institutional" or "SSI" means IBT delivery in Skills Shortage Areas.

"Student" means a person who is provided with Training Services under this Agreement.

"Student Curriculum Hours" or "SCH" means the number of enrolments in a Unit of Competency multiplied by a figure recognised by

the Minister as the weight of that Unit of Competency relative to other Units of Competency.

"TAFEWA College" means a College established under the *Vocational Education and Training Act 1996 (WA).*

"Trainee" means a trainee registered in Western Australia in accordance with the *Vocational Education and Training* Act *1996 (WA).*

"Training Arrangement" means an agreement between the Provider and another person to provide some or all of the Training Services in this Agreement.

"Training Package" means an integrated set of nationally endorsed competency standards, assessment Guidelines and Australian Qualifications Framework (AQF) qualifications for a specific industry, industry sector or enterprise.

"Training Services" means the services listed in Schedule 1.

"Unit of Competency" is a component of a training package qualification against which a student is assessed. A Unit of Competency refers to a discrete workplace requirement and includes the knowledge and skills that underpin competency as well as language, literacy and numeracy; and occupational health and safety requirements. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"VET" means Vocational Education and Training.

"VET Level" is a classification, determined by the Minister, which separates Traineeships and Apprenticeships (Employment Based Training) from other delivery (Institutional Based Training) and sub-divides the latter on the basis of Australian Qualification Framework levels.

3. Term of this Agreement

a) The Agreement will conclude on 31 December 2008 or when the Training Services described under Schedule 1 are completed.

b) The Minister may, within twelve months of signing this Agreement, exercise an option to extend this Agreement.

c) The Minister may extend this Agreement on up to two separate occasions, with the maximum period of each extension being one year.

4. Scope

a) Enrolments will only be funded under this Agreement where they meet the criteria in Schedule 1.

b) Unless expressly stated in Schedule 1, the following categories of Enrolments will not be funded under this Agreement:

i enrolments by students whose primary place of residence is not in Western Australia;

ii enrolments by residents of Christmas Island or Cocos Island;

iii enrolments by students who are neither Australian citizens nor permanent residents of Australia, except where the student is a holder of a visa that entitles the student to enrol in training at the fee rates that apply to publicly funded training (as identified in the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*);

iv higher education programs, including University preparation courses (ie programs whose sole or primary aim is to provide entrance to a university course);

v delivery to secondary school students, unless the delivery is under a Notice of Arrangement;

vi IBT delivery in prisons, or to prisoners;

vii programs classified by the Minister as Adult and Community Education;

viii enrolments in programs that are not accredited by the Training Accreditation Council, or which fall outside of the Provider's scope of registration;

ix credit transfers, exemptions, enrolments for recognition of current competency and exam only enrolments.

SECTION II SUMMARY OF ROLES

5. Role of the Minister

The Minister:

a) agrees to provide the funding described in Schedule 2 in accordance with the Payment Schedule described in Schedule 2;

b) will supply the Provider with details of the process for claiming funding under this Agreement; and

c) is only required to provide funding where the Provider meets all of the terms of this Agreement.

6. Role of the Provider

The Provider:

a) agrees to provide the Training Services described in Schedule 1;

b) will meet all relevant requirements of the AQTF, including registration with the Training Accreditation Council;

c) agrees to submit information to the Minister as described in Schedule 3;

d) agrees to meet all of the terms of this Agreement, and of any other Agreements with the Minister;

e) agrees to repay to the Minister any refund as described in Schedule 2;

f) agrees to collect fees from students in accordance with the most current *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*;

g) will comply with the *Apprenticeships and Traineeships Policy Guidelines* (as issued by the Minister from time to time) including the requirements relating to the implementation of Fast Track Apprenticeships, when providing training to apprentices and trainees;

h) will support the requirement for the State to increase the utilization of publicly funded training infrastructure by making training premises available on a commercial basis for purposes that do not conflict with the Provider's vocational education and training purposes;

i) will submit a revised profile plan at course level for the May and September addendum by 1 May 2009 and 18 September 2009 respectively; and

j) will comply with all other relevant policies and guidelines issued by the Minister.

SECTION III TRAINING DELIVERY

7. Student Service Standards

a) For the Training Services described in Schedule 1, the Provider:

i will ensure that students are given appropriate guidance in relation to the selection of units of competency and that meets the students expected outcomes from the program of study;

ii will ensure that training delivery is consistent with Training Package guidelines, including meeting the criteria for the awarding of qualifications;

iii will ensure that the level of resources, including the actual hours of instruction or other supervised learning modes, that is provided to students reflects the content of the program of study and allows for a successful outcome; and

iv will ensure students enrolling in a course of study outside of the normal full-time admissions process comply with the minimum entrance requirements policy.

8. Training Packages

a) Unless otherwise agreed, where:

i a Training Package has been approved for public funding in Western Australia, and

ii the Purchasing Guide (formerly known as Implementation Guide) for the Training Package indicates that the Package covers one or more of the Training Services in Schedule 1,

the Provider must use only qualifications from this Training Package when providing those Training Services to new students.

b) Existing students studying superseded courses should be encouraged to transfer into the equivalent training package qualification as soon as possible. Existing students must be given the option to complete the course or qualification in which they are currently enrolled if transition to the new or equivalent qualification will cause disadvantage in increased nominal hours or cost. New students must be enrolled in the new or equivalent training package qualification within 12 months of final endorsement, provided that a Purchasing Guide is available for implementing the training package. If this requirement cannot be met, approval must be obtained to continue delivering the superseded course or qualification.

9. Inability to Provide Training Services

a) Where the Provider is unable to offer the Training Services described in Schedule 1, the Provider shall:

   i notify the Minister within seven days;

   ii make reasonable efforts to assist students to enrol with an alternative Registered Training Organisation.

b) Where the Provider cannot assist students to enrol with an alternative Registered Training Organisation, the Provider shall notify the Minister within seven days.

c) Where in the opinion of the Minister, the Provider is unlikely to achieve the training targets stated in Schedule 1 by 31 December 2009, the Minister may renegotiate the training targets to reflect targets that can be justified against current enrolments and delivery achieved in previous years.

10. Training Arrangements

a) The Provider may enter into a Training Arrangement, but the Provider remains responsible for ensuring that the terms of this Agreement are met.

b) In particular, the Provider remains responsible for ensuring that the Training Services are delivered in accordance with the AQTF.

c) The terms of a Training Arrangement must be in writing, and must not be inconsistent with this Agreement.

d) The Provider shall pay all costs associated with a Training Arrangement.

e) The Provider shall advise students, prior to the commencement of training services, of the existence of a Training Arrangement.

f) Within fourteen days of signing a Training Arrangement, the Provider shall advise the Minister of:

   i the legal name and business address of the other party to the Training Arrangement; and

   ii the training services covered by the Training Arrangement.

g) Where the other party to the Training Arrangement is a TAFE**WA** College, the Training Arrangement must state that “All delivery covered by this contract is to be reported by the other party to the Department of Education and Training as fee for service activity”.

h) Where the Minister is aware of factors that may affect the capacity of a person to meet their obligations under a Training Arrangement, the Minister may notify the Provider of these factors and / or request an appropriate variation to this Agreement.

11. Access and Equity

a) In providing Training Services, the Provider:

i shall comply with the relevant State and Federal Government anti-discrimination legislation including the *Disability Discrimination Act Education Standards 2005*;

ii shall not use sexist, racist or other language which offends community standards;

iii shall ensure that the learning environment is free from harassment or victimisation;

iv shall not use or promote cultural, racial, disability or gender based stereotypes;

v shall ensure that programs and appropriate venues are accessible to all students; and

vi shall ensure that students are provided with additional support services where required.

12. Confidentiality

a) Unless the Minister provides approval in writing, the Provider may not disclose information acquired in connection with this Agreement to any person.

b) In particular, the Provider shall establish procedures to ensure the confidentiality of all information relating to its students.

c) The Provider shall ensure that its employees, agents and contractors also meet the terms of this clause.

13. Transfer of Apprentices and Trainees

a) The Minister must approve the transfer of an apprentice or trainee between RTOs.

b) In cases where an apprentice or trainee transfers to the Provider, the Minister will not fund the Provider under this Agreement for units of competency that have previously been completed and a statement of attainment has been issued by an RTO.

c) The Provider will comply with procedures for transferring apprentices and trainees that are published by the Minister from time to time.

14. Recognition of Prior Learning

a) Recognition of prior learning must be offered to all (individuals, clients, students, participants) upon enrolment and prior to commencement of formal training delivery. Providers must be able to demonstrate that they

have undertaken processes to encourage the uptake of, and to streamline the delivery of RPL.

SECTION IV PAYMENT

15. Payment for Training Services

a) The Minister will make payments to the Provider, following the process contained in Schedule 2.

b) The Minister may, at any time and without notice, vary the process for making payments contained in Schedule 2.

c) Where the Provider does not meet the terms of this Agreement, the Minister may withhold any funding that would otherwise be payable.

d) Where the Provider owes money to the Minister under a separate Agreement, the Minister may offset this against the amount payable for this Agreement.

e) The Minister will conduct a reconciliation of payments at the end of this Agreement.

f) If, at any time, an overpayment is identified, the Minister shall supply the Provider with an invoice for the amount of the overpayment. The Provider shall repay this amount to the Minister within thirty days.

g) If, at any time, an underpayment is identified, the Minister shall pay this amount to the Provider within thirty days.

16. Additional Training Services

a) Training targets, conditions and funding for additional training services (other than the training services defined in Schedule 1) may be defined in additional schedules to this Agreement.

b) Each category of Training Services will be treated separately for funding, reporting and enrolment purposes.

SECTION V MEASURING PERFORMANCE

17. Record-keeping

a) The Provider shall keep all financial, enrolment and assessment records related to this Agreement in a way that will enable them to be conveniently inspected by the Minister or the Minister's nominee.

b) The Provider shall keep accounting records that allow income related to this Agreement to be identified separately.

c) The Provider shall keep all financial, enrolment and assessment documentation for at least twelve months from the expiry of this Agreement. Under the AQTF, some documents will need to be kept for longer than twelve months.

18. Audits and Monitoring Visits

a) For the purposes of assessing compliance with both the AQTF and the terms of this Agreement, upon giving reasonable notice, the Minister or the Minister's nominee may:

i inspect any records under the Provider's control that relate to this Agreement;

ii inspect the premises used for provision of training services; and

iii meet with the employees, agents, contractors and students of the Provider.

b) Unless otherwise agreed between the Minister and the Provider, audits and monitoring visits will take place during business hours.

c) The Provider shall make every effort to assist the Minister or the Minister's delegate to carry out an audit or monitoring visit.

19. Student Surveys

The Minister or the Minister's nominee may conduct surveys of the students being provided with Training Services under this Agreement.

a) The Provider will supply the Minister with information necessary to effectively conduct a student survey.

b) The Minister may publish the results of student surveys, provided that information is not disclosed that would identify individual students.

20. Invalid Enrolments (IE)

a) Upon request from the Minister, the Provider shall provide evidence to prove student participation in each Enrolment for which funding was claimed.

b) Proof of student participation shall meet the standards contained in the appropriate *Western Australian VET Enrolment Data Standard* version.

c) Proof of student participation shall be retained for at least twelve months, as required by clause 17.

d) Where student participation cannot be substantiated, the Minister may adjust the funding payable under Schedule 2.

21. Contract Performance Criteria

a) The Minister may use the Contract Performance Criteria – Quality of Training, Access and Participation, Outcomes Achieved, and Contract Management - when deciding whether to extend this Agreement, vary this Agreement, and / or enter into future Agreements with the Provider.

b) In assessing 'Quality of Training', the Minister may consider the following factors:

i the outcomes of monitoring visits;

ii feedback from student surveys;

iii for delivery to Apprentices and Trainees, feedback from employer surveys;

iv compliance with the AQTF;

v compliance with relevant policies issued by the Minister; and

vi complaints received from the Provider's students.

c) In assessing 'Access and Participation', the Minister may consider the following factors:

i the proportion of students from equity target groups relative to the proportion these groups represent in the general population; and

ii the profile of enrolments by students from equity target groups across industry groups, qualification levels and employment and institutional based pathways.

d) Equity target groups may be identified by the Minister from time to time and include students from the following groups:

i Indigenous students;

ii Students with a disability;

iii Youth (15 to 19 years);

iv Mature age students (over 45 years)

v Students of diverse cultural and linguistic background; and

vi Women

e) In assessing 'Outcomes Achieved', the Minister may consider the following factors:

i the proportion of students successfully completing each Unit of Competency;

ii the proportion of students successfully completing qualifications at certificate III or above;

iii the proportion of students progressing to further study or employment; and

iv the proportion of students achieving a qualification.

These outcomes will be assessed for the student population as a whole, and for targeted access groups within that population.

f) In assessing 'Contract Management', the Minister may consider the following factors:

i the timeliness of reporting by the Provider including the resulting of all enrolments within seven (7) weeks of the expiry of the enrolment activity end date;

ii the maximization of response rates in reporting, to properly allocate students to correct access and participation groups;

iii proportion of claims for payment with errors identified;

iv proportion of Invalid Enrolments (IE) identified;

v the actual level of training delivery compared to the contracted level of training delivery described in Schedule 1;

vi the actual level of training delivery compared to the benchmarks for priority areas of delivery stated in Schedule 1; and

vii the timeliness with which contractual documents are returned to the Minister.

SECTION VI FINANCIAL MATTERS

22. Alternative funding

a) The Provider confirms that, other than the funds provided in this Agreement, it has not received funding for the delivery to be reported under this Agreement.

b) The Provider shall notify the Minister within fourteen days if it secures funding (either in full or in part) for the delivery to be reported under this Agreement.

c) Upon receiving this notification, the Minister may change the amount payable to the Provider under Schedule 2.

23. Taxes

a) The funding in this Agreement is exclusive of GST.

b) In the event that GST is payable on services provided under this Agreement, the GST will be paid by the Minister upon presentation of a valid Tax Invoice.

c) All other taxes, duties and charges shall be paid by the Provider.

SECTION VII ADMINISTRATION OF THIS AGREEMENT

24. Applicable Law

This Agreement is governed by the law of Western Australia.

25. Variations

a) This Agreement may be varied at any time by a signed written agreement between the Minister and the Provider.

b) In deciding whether to agree to a proposed variation, the Minister will have regard to the Contract Performance Criteria described in clause 21.

26. Severability

Where any part of this Agreement is not enforceable (for whatever reason), it does not form part of the Agreement. All other parts of the Agreement will remain in full force.

27. Waiver

a) A waiver of a party's rights under this Agreement must be in writing and signed by that party.

b) A waiver by a party shall not affect that party's rights in respect of any subsequent breach of the Agreement.

28. Entire Contract

The contract between the Minister and the Provider is contained in this Agreement. No other written or verbal arrangement between the parties will be read into this Agreement.

29. Compliance with Law

In carrying out its duties under this Agreement, the Provider must comply with all applicable laws including the *Working With Children (Criminal Record Checking) Act 2004*.

30. Special Terms and Conditions

Special terms and conditions that apply to this Agreement are stated in Table 8.

31. Notices

a) Notices associated with this Agreement must be in writing and delivered to the following addresses:

i To the Minister

Director
Training Resource Allocation
Western Australian Department of Education and Training
Level 2, 151 Royal Street
EAST PERTH WA 6004
fax: (08) 9264 4281

ii To the Provider

A/Managing Director
Kimberley TAFE
PO Box 1380
Broome WA 6725

b) Either party may change its contact details by providing a notice in writing to the other party.

c) A notice will be considered to have been received:

i two days after being placed in the mail with postage paid;

ii if the notice is being served personally, at the time that the notice was presented;

iii if the notice is being transmitted by fax, at the time that the whole notice has been transmitted from the sending machine and the answer back of the receiving machine has been received; and

iv if the notice is being transmitted by email, one hour after the correctly addressed email was sent.

32. Signatories to this Agreement

Signed on behalf of the Minister for Training by

SIMON WALKER

EXECUTIVE DIRECTOR

PLANNING AND RESOURCES

DEPARTMENT OF EDUCATION AND TRAINING

Acting under delegated authority pursuant to Section 10 of the *Vocational Education and Training Act 1996* in the presence of

Witnessed by: *(Sign)* **Name:** *(Please Print)* **Office**

The Common seal of Kimberley TAFE was affixed to this document in the presence of

Chair/Deputy Chair of the College Council
Date

Witnessed by member: *(Sign)* **Name:** *(Please Print)*

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE

1. This Schedule describes the College Training Profile as per Section 42 of the *Vocational Education and Training Act 1996 (WA)*.

2. This Agreement, so far as it relates to the College Training Profile, constitutes a Resource Agreement as per Section 5 of the *Vocational Education and Training Act 1996 (WA)*.

3. The College Training Profile shall be treated as separate from other Training Services detailed in this Agreement.

4. The College Profile Matrix in Table 1 sets out the delivery targets (expressed in Student Curriculum Hours) for each combination of Industry Group and VET Level.

5. The College Training Profile is also presented as a Skills Shortage Matrix in Table 9 which identifies for each Industry Group the delivery targets for:

   - Employment based training;
   - Skills Shortage Institutional training; and
   - General Institutional training.

6. Activity benchmarks relating to the following State and Commonwealth priorities are stated in Table 10. The Minister may use these benchmarks as Contract Performance Criteria for the purpose of clause 21:

   - Employment Based Training commencements;
   - Skills Shortage Institutional training;
   - training places for people with a disability;
   - training places in regional and remote locations for Indigenous Australians;
   - participation by Indigenous Australians at Certificate III level or higher;
   - training places for 15 to 19 years old students; and
   - training at certificate IV and above.

7. The permissible levels of VET for government schools, VET for non-government schools, prisons delivery and delivery in certificate I and below courses are set out in Table 2. The delivery of VET for government schools and non-government schools will be in accordance with the protocol set out in Schedule 4.

8. The delivery of School Based Traineeships and Apprenticeships will be in accordance with the protocol set out in Schedule 5.

9. The delivery of the School Apprenticeship Link program will be in accordance with the protocol set out in Schedule 6.

10. Training services for Recognition of Prior Learning will be delivered and funded in accordance with the policy set out in Schedule 7.

11. Unless prior approval is given by the Minister, the Provider must offer all Apprenticeship programs that it has offered in previous years.

12. The Module Load Completion Rate (MLCR) Matrix is contained in Table 3. The Minister may use the MLCR as a Contract Performance Criteria for the purpose of clause 21. The method of calculating MLCR is defined in the 2009 – 2011 College Planning Guidelines.

13. The delivery of training to prisoners will be in accordance with the protocol set out in Schedule 8.

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE

1. Funding

a) Table 4 details the funding to be provided by the Minister for the delivery of the College Training Profile.

b) The basis of funding Advance Skill Lecturer, Principal Lecturer and Salary Maintenance staff is listed in Table 5.

c) No funding will be provided by the Department of Treasury and Finance to cover the cost of the 27th pay that will occur in 2015. Providers should ensure that appropriate provision is made in the preceding years to cover the cost of the additional pay when it falls due.

2. Payment schedule

a) Subject to the Provider meeting all of the terms in this Agreement, the Minister will pay the Provider in fortnightly disbursements in accordance with a schedule issued by the Minister.

b) The Provider's refund liability will be determined in the second quarter of 2010.

c) If a refund is payable, the Provider will pay the refund by the date stated on an invoice supplied by the Minister.

3. Refund

a) Where the Provider fails to meet the targets in Schedule 1, a refund will be payable to the Minister. In specific circumstances detailed below a credit may be payable to the Provider. The Total Refund is calculated as follows:

Total Refund	=	Refund for EBT, Skills Shortage Institutional and General Institutional
	Plus or Minus	Additional Items Refund or Credit
	Plus or Minus	Fees Refund or Credit
	Minus	EBT Credit
	Minus	Skills Shortage Credit

The Provider is not eligible for additional funding where the EBT and Skills Shortage Credits are greater than the other refund items payable by the Provider.

The following clauses explain the components of the refund calculation.

b) The refund will be calculated separately for each of the following categories of delivery:

- EBT;
- Skills Shortage Institutional (SSI); and
- General Institutional (GI).

The Skills Shortage Matrix (Table 9) defines the **Target SCH** for each of these categories of delivery.

c) The refund for EBT, SSI and GI is calculated as follows:

i **Reported SCH** is sourced from the Provider's final enrolment statistics data submission on an end of study basis. This is determined from the AVETMISS data collection in accordance with the following criteria:

- Fund source Id – State = 10;
- Enrolment category Id = C or S;
- Outcome identifier not 53, 54, 60 or 70; and
- Enrolment activity end date between 1 January 2009 and 31 December 2009;

ii **Validated SCH** are determined by reducing Reported SCH by that portion of the Provider's Invalid Enrolment (IE) rate in excess of three percent;

iii **Funded SCH** are determined by reducing Validated SCH for any delivery that exceeds the agreed tolerances for profile management (see below);

iv **Shortfall SCH** is determined by subtracting Funded SCH from Target SCH; and

v A **Shortfall Refund** is calculated for each category of delivery as: **Shortfall SCH x Unit cost.**

d) The Unit Cost for EBT delivery and IBT delivery is stated in Table 4.

e) Funded SCH for EBT is calculated by assessing the Provider's total Validated SCH for EBT against the Provider's total Target SCH for EBT. The following rules apply to the calculation of Funded SCH for EBT delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for EBT delivery above the Target SCH will create an **EBT Credit** calculated on the Unit Cost for Employment Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

f) Funded SCH for Skills Shortage Institutional is calculated by assessing the Provider's total Validated SCH for Skills Shortage Institutional against

the Provider's total Target SCH for Skills Shortage Institutional. The following rules apply to the calculation of Funded SCH for Skills Shortage Institutional delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for Skills Shortage Institutional delivery above the Target SCH will create a **Skills Shortage Credit** calculated on the Unit Cost for Institutional Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

g) Funded SCH for General Institutional is calculated by assessing the Provider's Validated SCH for General Institutional in each Industry Group against the Target SCH for General Institutional.

h) The following General Institutional SCH are excluded from Funded SCH for General Institutional:

i Any Validated SCH above 500 SCH for an Industry Group which contains no Institutional target;

ii Any Validated SCH above the target for General Institutional training in an Industry Group that is subject to a 'hard' ceiling as set out in Table 6;

iii Any Validated SCH above the target for General Institutional training in certificate I and below courses as set out in Table 2; and

iv Any Validated SCH in Industry Groups without a 'hard' ceiling, where delivery exceeds the target for General Institutional by more than 20,000 SCH.

i) An **Additional Items Refund** is calculated on each of the following:

i VET for government schools IBT delivery above the level stated in Table 2;

ii VET for non-government schools IBT delivery above the level stated in Table 2;

iii VET for government or non-government school students IBT delivery in courses and qualifications excluded from this delivery under the protocol in Schedule 4;

iv IBT delivery to prisoners above the level stated in Table 2;

v Funding provided for GROH housing in excess of actual expenditure acquitted by the Provider; and

vi Funding provided for specific projects in excess of actual expenditure acquitted by the Provider.

j) An adjustment is made to the Additional Items Refund to ensure that this refund is not calculated on SCH that has been excluded from Funded SCH under sub clause 3 h).

k) The Additional Items Refund may include funds provided for maintenance, minor works, equipment and the Technology Infrastructure Replacement Strategy in excess of the actual expenditure acquitted by the Provider against approved expenditures;

l) An Additional Items Credit will apply if funding provided for GROH housing is less than actual expenditure acquitted by the Provider.

m) A Fees Refund is calculated as the funding for resource fees associated with delivery to school students in excess of the funding justified against the SCH delivered in accordance with this Agreement.

n) A Fees Credit will apply if the funding for resource fees associated with delivery to school students is less than the funding justified against the SCH delivered in accordance with this Agreement.

o) A Refund will be calculated for Certificate IV and above traineeship training for students registered as Productivity Places Existing Worker Trainees on the Training Record System. The Refund will be calculated by comparing the profile funding for this delivery with the Claimable Funding calculated as follows:

   i Validated SCH for each Industry Group is multiplied by the relevant funding rate (as issued by the Minister) for Productivity Places Existing Worker Traineeship training to determine Claimable Funds; and

   ii An Additional Items Refund is calculated as the profile funding that is in excess of the Claimable Funds.

SCHEDULE 3 REPORTING REQUIREMENTS

On the following dates, the Provider will supply the Minister with data files that meet the requirements of the current version of the *Western Australian VET Enrolment Data Standard.*

College Training Profile Reporting Requirements

2009		
Date	**Status**	**Files Required**
16 January 2009	Preliminary reporting point for full year 2008 collection	Full set of validated NAT files (NAT00010 – NAT00130)
20 February 2009	Final formal reporting point (full year 2008) including all module outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)
17 April 2009	First Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
7 August 2009	Second Monitoring Point (Mid-Year) for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
6 November 2009	Third Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
2010		
15 January 2010	Preliminary Reporting Point for full year 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
19 February 2010	Final formal reporting point for 2009 including all outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)

When submitting these files, the Provider will confirm in writing that all records are accurate.

Where the Provider uses the College Management Information System (CMIS), they shall be entitled to the same set of services as currently provided to all providers in the TAFE**WA** College Network.

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS

The aim of this protocol is to ensure the most efficient and effective use of public resources in the implementation of the VET in schools initiative. The Refund provisions in Schedule 2 identify the circumstances where a refund is payable for a breach of this protocol.

VET in Schools programs allow students studying towards the Western Australian Certificate of Education to gain a partial or complete VET qualification. Profile funded VET in schools is a targeted program that aims to enhance existing VET in Schools delivery by providing:

- a pathway to higher level qualifications;
- training that is not within the scope of registration of an RTO school; and/or
- access to equipment and expertise not available in the school context.

Profile funded VET in schools is available for both government and non-government schools subject to the following conditions:

VET in government schools

Profile funding for VET in government schools is subject to the following conditions:

a) the students must be enrolled at a government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training effort is consistent with:
- the strategic priorities as outlined in the State Training Profile; and
- Education District planning priorities;

g) VET in government schools is not to include delivery in courses or qualifications classified in the industry groups 19A to 19E. However, delivery in the following qualifications is permitted:
- Certificate of Applied Vocational Study Skills (CAVSS) provided the delivery is in accordance with the CAVSS Protocol; and
- Certificate I in Leadership Development;

h) VET in government schools is not to include delivery at certificate I in the following industry groups;

16A Accounting and Other Business Services;
16C Office and Clerical; and
17A Computing.

VET in non-government schools

Profile funding for VET in non-government schools is subject to the following conditions:

a) the students must be enrolled at a non-government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in non-government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training delivery is in accordance with a plan of courses or qualifications submitted by the Provider and approved by the Minister. The training is to relate to skills shortage areas.

Reporting VET in schools

Note that delivery within the following categories is not included in the ceiling on VET in government and non-government schools:

- School Based Apprenticeships and Traineeships (SBA and SBT);
- School Apprenticeship Link (SAL) delivery; and
- delivery to a student enrolled under a Notice of Arrangement is not VET in Schools because the student has "left" school.

Profile funded VET in schools delivery should be included in the Provider's profile funded training and reported via AVETMISS and student enrolments must be flagged as VET in Schools enrolments as follows:

Type of Student:	VET for Schools
Training type:	O
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	Yes

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

No fees or charges, including resource, tuition and enrolment fees are to be applied to students enrolled in profile funded VET in Schools (Refer to the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*).

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS

School-based Apprenticeships and Traineeships provide an opportunity for full time secondary students enrolled in school to begin preparing themselves for a career. They allow students studying towards the Western Australian Certificate of Education to gain a nationally recognised vocational education and training qualification.

Public funding for School-based Apprenticeships and Traineeships training:

- may be utilised for the component of training delivered and assessed by the Provider;
- is available to students enrolled in both government and non-government schools;
- is to be achieved within the overall bottom line employment based delivery targets established for the Provider; and
- must be in accordance with the Guidelines and Working Principles for School-based Apprenticeships and Traineeships in Western Australia and the Apprenticeship and Traineeship Policy Guidelines.

School-based Apprenticeship and Traineeship delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be coded as follows:

Type of Student:	School based apprenticeship
Training type:	A
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

Type of Student:	School based traineeship
Training type:	T
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

** Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource, tuition and enrolment fees, are to be applied to students enrolling in School Based Apprenticeships and Traineeships.

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK

The School Apprenticeship Link (SAL) program supports the achievement of the Government's targets for employment based training and school retention. The approach is aimed at increasing young people's participation in education, employment and training and in particular in achieving a successful transition from school to an apprenticeship.

SAL is a school-based transition program delivered by a RTO and available for students in Years 11 and 12. There are two SAL options in various trades; a two semester family of trades program and a three semester trade specific pre-apprenticeship.

The SAL Family of Trades model allows students to experience a range of trades within an industry to assist them in making an informed choice when selecting their apprenticeship.

The SAL Pre-Apprenticeship model accommodates students who are clear on the trade they want to undertake and provides for direct credit on entry into an apprenticeship. SAL Pre-Apprenticeships are identical to mainstream pre-apprenticeships.

SAL placements funded at each college are determined by the Department. The Department allocates funded places for both Government and non-Government schools. Providers must seek approval from the Department for any change in the number of SAL places.

Profile funded SAL delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be codes as follows:

Type of Student:	School apprenticeship link
Course	Appropriate SAL qualification
Training type:	P
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource and course fees are to be applied to students enrolled in profile funded SAL programs.

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING

This policy applies to all publicly funded RPL assessments.

Policy:

1. The Minister will fund the student curriculum hours (SCH) associated with RPL assessments at the same rate as other forms of training delivery.
2. Excessive reporting of Unsuccessful RPL will be monitored and, if necessary, funding constraints may be applied to future Delivery and Performance Agreements.
3. The SCH associated with the RPL assessments for any one client each semester should not exceed the SCH required for a full qualification. RPL reported for each client will be monitored and funding constraints may be applied to future Delivery and Performance Agreements where excessive RPL has been reported for a client.
4. Fee for Service arrangements should be established where the aim of a RPL process is to:
   a) prepare school teachers to deliver VET qualifications; or
   b) assess the competencies of a government employee, where those competencies form part of the government agency's conditions of employment, or are a requirement for promotion.

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY

In support of the National Strategy for Vocational Education and Training for Adult Prisoners and Offenders in Australia, the Department of Corrective Services (DCS) and the Department of Education and Training, in liaison with Providers, are developing a joint planning process and standard protocols for prison based delivery. The aim is to establish a framework for the provision of high standard vocational education and training for offenders in WA prisons.

As an initial step in the on-going process of developing cooperative working arrangements between Providers and the DCS, the following protocols will apply in 2009:

- The Provider will develop planned prison delivery in consultation with DCS;
- The Provider will work with DCS in the development of mutually agreed business rules for delivery in a prison. Once agreed, these business rules will form the basis of a memorandum of understanding between the Provider and DCS;
- The Provider will keep DCS informed of the actual delivery through regular reports and meetings; and
- The Provider gives permission for the Department releasing information to DCS on the Provider's actual and planned delivery across all years associated with prisoners. Such information is not to include individual student information.

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT

This protocol provides a basis for the use and evaluation of professional development (PD) funded through the STQC program. STQC funded PD activities must be additional to core PD activities.

The Minister will provide the STQC funding as identified in Table 4, subject to the submission of an acceptable PD Plan. The provider will be required to repay any STQC funds that have not been spent on approved PD activities.

The purpose of these guidelines is:

- To provide information on the requirements and content of the annual PD Plan and report to be submitted to the VET Programs and Development Branch of the Department for STQC funded PD activities.
- To ensure there is a strong focus on teaching, learning and assessment of lecturers, it will be necessary to develop strategies for the maximum number of practitioners to benefit from the funding recognising that there is a mutual responsibility for colleges to provide opportunities for PD.
- To ensure there is clear evidence in the reporting process that learning and development activities are producing measurable improvements in the quality of teaching, learning and assessment in TAFEWA

Requirements

The Provider shall develop, submit and implement an annual PD Plan that;

- aligns with STQC's key directions for the current calendar year. These directions will be supplied by the VET Programs and Development Branch of the Department.
- demonstrates how STQC funding is providing PD opportunities over and above existing and on-going PD.
- Clearly identifies:
    - programs/initiatives/projects/courses funded by STQC which will take place
    - how PD activities will be organised
    - how the success of the activities will be monitored and measured with evidence of improved teaching, learning and assessment practices.

The Provider shall submit an annual report for the calendar year that includes;

- details of the programs/ initiatives/projects/ courses funded by STQC with a demonstration of how this funding provided PD support over and above on-going PD
- an evaluation, including performance indicators, of the effectiveness of the STQC funding support, and if appropriate a rationale for adjustments to original plan
- an acquittal statement of how the funds have been allocated, signed by the Managing Director, showing funds expended on the program in the annual PD Plan.

TIMELINE

Submit PD Plan	Last Friday in February
Submit annual report	First Friday in December

SCHEDULE 10 PROVISION OF ADVICE ON VOCATIONAL EDUCATION AND TRAINING NEEDS FOR 2010-2012

The Department will fund the Provider for the provision of advice on regional training needs. The information provided is used by the Department to:

- provide input to the State Training Plan;
- identify new and emerging regional training needs and opportunities and the Provider's response;
- identify regional developments at community and industry level that are producing challenges that cannot be met by the Provider due to resource or capability constraints;
- identify training opportunities that would be better addressed through other funding programs; and
- respond to requests for advice, both from within and outside the Department.

Funding

Funding of $30,000 will be paid to the Provider in 2009 for the provision of VET advice relevant to the Kimberley region:

The information and advice required by the Department is outlined below. Funding will be paid in fortnightly installments.

The Department reserves the right to suspend fortnightly payments if the information is not provided by Friday 15 May 2009 or is of a standard that is not considered acceptable (for example, information is insufficient, inadequate, unusable or unreliable).

The Provider may also be required to repay any funds that have not been fully expended for the approved purpose by 31 December 2009.

Report Format and Timelines

The Department will provide a template for the provision of the regional advice identified below. Information should be submitted electronically.

The Provider is required to submit the required information by Friday 15 May 2009.

The Department may seek clarification in relation to various aspects of the information supplied by the Provider.

THEMES	INFORMATION TO BE INCLUDED
1. Strategic priorities of the Provider	a) Identify the College's medium to long term strategic directions and priorities. b) Identify how the College's medium to long term strategy directions and priorities are aligned or consistent with priorities identified by the State Training Board. c) Identify key actions to address the Colleges' medium to long term strategic directions and priorities.
2. Key community developments	a) Identify key community developments impacting on the region, such as demographic changes, changes in population distribution, trends in employment or unemployment. b) Identify the College's current or planned response to key community developments identified in 2(a).
3. Key regional developments	a) Identify key regional developments (e.g. new resource and construction projects), companies involved, and specific location. b) Identify the College's current or planned response to key regional developments identified in 3(a). Please include reference to partnerships with companies, schools, RTOs or Government agencies, where relevant.
4. Indigenous engagement, training and employment	a) Identify current programs available in the region to support Indigenous people in their transition from school to training to employment (including initiatives associated with retention, completion and progression to higher level qualifications). b) Identify new programs, initiatives or opportunities either planned or required to support Indigenous students and improve their transition from school to training to employment and achievement of higher level qualifications.
5. Current skill shortages	a) Identify current key skill shortages in the region by occupation and the qualification relevant to each skill or occupational shortage. b) Identify any specific programs or initiatives identified or required by the College to respond to current key skills shortages identified in 5(a).
6. Training needs that the Provider is having difficulty meeting	a) Identify any training needs the College is having difficulty meeting (e.g. these needs may relate to community or regional developments, specific qualifications, occupations or other issues such as the needs of specific disadvantaged groups, VET in Schools, Indigenous delivery and support, RPL, retention and completion issues, delivery of apprenticeships and higher level qualifications, training for existing workers). b) Identify any issues (such as staffing or

	infrastructure) that are affecting the College's capacity to respond to the training needs identified in 6(a).
7. Key challenges faced by the region in terms of the availability and provision of skills in the future	Identify the challenges faced by the region in the future in terms of ensuring a supply of appropriately skilled workers.
8. Growth in demand for VET	Identify occupations where the demand for VET is expected to increase over the next three years.
9. Falling demand for VET	Identify occupations when the demand for VET is likely to decline over the next three years.
10. Factors affecting delivery in remote locations	a) Identify difficulties associated with responding to training requirements in the region's remote locations. b) Identify actual or planned initiatives that have been developed or identified in response to the difficulties identified in 10(a).

Other Reports

From time to time throughout 2009 the Department may require advice on regional training needs in response to requests for specific information or to assist in the development of system-wide responses to training issues.

Report Submission and Contact Details

The report should submitted to the following email address: janina.conner@det.wa.edu.au.

Further information is available from Dr Janina Conner, telephone 9264 4544.

Table 1: College Profile Matrix (All Delivery)

Industry Group		*Apprentices and trainees*	*Certificate I and II*	*Certificate III and IV*	*Diploma+*	*Total*
01A	Recreation Sports and Entertainment	0	0	0	0	**0**
01B	Visual and Performing Arts	0	27,400	16,000	0	**43,400**
01C	Design	0	0	0	0	**0**
02A	Automotive	1,000	14,000	0	0	**15,000**
03A	Building and Constructions	13,385	28,865	0	0	**42,250**
03B	Surveying and Building	0	0	0	0	**0**
04A	Community Service Workers	6,250	8,000	26,590	0	**40,840**
04B	Education and Childcare	6,200	0	22,900	3,000	**32,100**
04C	Health	0	0	0	0	**0**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	0	0	0	**0**
06A	Food Trades and Processing	0	0	0	0	**0**
07A	Clothing Footwear and Soft Furnishings	0	0	0	0	**0**
07B	Furniture Manufacture	0	0	0	0	**0**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	0	0	**0**
09B	Metal and Mining	2,750	9,385	0	0	**12,135**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	11,950	26,000	19,500	7,500	**64,950**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	1,600	19,000	2,000	0	**22,600**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	0	8,000	0	0	**8,000**
12B	Retail	500	0	0	0	**500**
13A	Cooking	2,000	6,000	0	0	**8,000**
13B	Hospitality	1,415	13,000	2,500	3,500	**20,415**
13C	Tourism	2,500	5,500	8,000	4,000	**20,000**
13D	Travel agents	1,000	0	500	0	**1,500**
14A	Transport Trades, Storage and Associated	0	2,000	9,000	0	**11,000**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	0	0	0	0	**0**
16A	Accounting and Other Business Services	0	0	0	0	**0**
16B	Management	0	0	7,500	3,000	**10,500**
16C	Office and Clerical	9,450	17,360	9,500	0	**36,310**
17A	Computing	0	0	3,000	0	**3,000**
18A	Science and Technical Workers	0	0	0	0	**0**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	18,500	0	0	**18,500**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	29,000	0	0	**29,000**
	Total	**60,000**	**232,010**	**126,990**	**21,000**	**440,000**

College Profile Matrix (Hinterland - Remote Loading)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	0	0	0	0	**0**
01B	Visual and Performing Arts	0	27,400	16,000	0	**43,400**
01C	Design	0	0	0	0	**0**
02A	Automotive	1,000	14,000	0	0	**15,000**
03A	Building and Constructions	13,385	28,865	0	0	**42,250**
03B	Surveying and Building	0	0	0	0	**0**
04A	Community Service Workers	6,250	8,000	26,590	0	**40,840**
04B	Education and Childcare	6,200	0	22,900	3,000	**32,100**
04C	Health	0	0	0	0	**0**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	0	0	0	**0**
06A	Food Trades and Processing	0	0	0	0	**0**
07A	Clothing Footwear and Soft Furnishings	0	0	0	0	**0**
07B	Furniture Manufacture	0	0	0	0	**0**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	0	0	**0**
09B	Metal and Mining	2,750	9,385	0	0	**12,135**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	11,950	26,000	19,500	7,500	**64,950**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	1,600	19,000	2,000	0	**22,600**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	0	8,000	0	0	**8,000**
12B	Retail	500	0	0	0	**500**
13A	Cooking	2,000	6,000	0	0	**8,000**
13B	Hospitality	1,415	13,000	2,500	3,500	**20,415**
13C	Tourism	2,500	5,500	8,000	4,000	**20,000**
13D	Travel agents	1,000	0	500	0	**1,500**
14A	Transport Trades, Storage and Associated	0	2,000	9,000	0	**11,000**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	0	0	0	0	**0**
16A	Accounting and Other Business Services	0	0	0	0	**0**
16B	Management	0	0	7,500	3,000	**10,500**
16C	Office and Clerical	9,450	17,360	9,500	0	**36,310**
17A	Computing	0	0	3,000	0	**3,000**
18A	Science and Technical Workers	0	0	0	0	**0**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	18,500	0	0	**18,500**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	29,000	0	0	**29,000**
	Total	**60,000**	**232,010**	**126,990**	**21,000**	**440,000**

Table 2: Training Delivery Ceilings

	SCH
Ceiling for profile-funded VET for Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**40,000**
Ceiling for profile-funded VET for Non Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**2,000**
Ceiling for profile-funded Institutional delivery in prisons Delivery must be recorded against a prison training provider location (campus) code.	**15,000**
Ceiling for profile-funded Institutional delivery in certificate I and below courses Certificate I and below is defined as delivery against qualifications/courses with ASCED level of Education Id greater than or equal to 524.	**134,385**

Table 3: MLCR Matrix (2007 Benchmark Data)

Industry Group		MLCR State Average	MLCR College Actual	
01A	Recreation Sports and Entertainment	79%	0%	
01B	Visual and Performing Arts	78%	77%	
01C	Design	70%	0%	
02A	Automotive	91%	76%	✢
03A	Building and Constructions	88%	49%	✢
03B	Surveying and Building	67%	0%	
04A	Community Service Workers	79%	80%	
04B	Education and Childcare	75%	83%	
04C	Health	79%	65%	
04D	Library Workers	84%	0%	
05A	Finance Insurance Property Service Workers	77%	100%	
06A	Food Trades and Processing	89%	0%	
07A	Clothing Footwear and Soft Furnishings	75%	0%	
07B	Furniture Manufacture	80%	0%	
08A	Communications	0%	0%	
08B	Printing & Publishing	82%	0%	
09A	Engineering and Drafting	71%	0%	
09B	Metal and Mining	87%	85%	
10A	Animal Care	77%	0%	
10B	Forestry, Farming and Landcare	84%	77%	
10C	Fishing	81%	0%	
10D	Horticulture	81%	62%	✢
11A	Process Manufacturing	96%	0%	
12A	Personal Service	82%	0%	
12B	Retail	76%	71%	
13A	Cooking	78%	81%	
13B	Hospitality	77%	83%	
13C	Tourism	77%	81%	
13D	Travel agents	70%	92%	
14A	Transport Trades, Storage and Associated	88%	88%	
15A	Electrical and Electronic Engineering	62%	0%	
15B	Electrical Trades	88%	0%	
16A	Accounting and Other Business Services	67%	5%	
16B	Management	66%	77%	
16C	Office and Clerical	68%	54%	✢
17A	Computing	59%	61%	
18A	Science and Technical Workers	79%	0%	
19A	ACE	0%	0%	
19B	Adult Literacy/ESL	46%	21%	✢
19C	Languages	73%	0%	
19D	Miscellaneous	39%	0%	
19E	Targetted Access and Participation Courses	70%	88%	

Table 4: Funding for College Training Profile

Student Curriculum Hours (SCH)	440,000
Teaching Hours (TH)	49,742
Marginal Unit cost (for use in refund calculation)	
Employment Based Training	$17.49
Institutional Based Training	$13.63
Lecturing Staff	
Salaries Funding	$3,856,050
Remote / Regional Loadings	$771,210
Total Funding for Lecturing Staff	**$4,627,260**
Academic Support Staff	
Salaries Funding	$368,114
Remote / Regional Loadings	$92,029
Total Funding for Academic Support Staff	**$460,143**
Program Management Staff	
Salaries Funding	$426,618
Remote / Regional Loadings	$85,324
Total Funding for Program Management	**$511,942**
Non-teaching Staff	
Step 1	$1,288,750
Step 2	$477,625
Step 3	$94,640
Remote / Regional Loadings	$372,203
Total Funding for Non-Teaching Staff	**$2,233,218**

Consumables

Consumables	$165,025
Remote / Regional Loadings	$33,005
Total Funding for Consumables	**$198,030**

Fixed, Indirect and Semi-variable Costs

Fixed Costs	$1,659,992
Indirect Costs	$32,548
Fixed Component of Semi-variable costs	$232,809
Variable Component of Semi-variable costs	$241,542
Lease costs	$59,719
Capped costs	$145,934
Total Funding for Fixed, Indirect and Semi-Variable Costs	**$2,372,545**

Capital-related items

Minor Works	$75,285
Equipment	$101,886
Maintenance	$173,384
Total Funding for Capital-related Items	**$350,555**

Community Service Obligations and Additional Items

Support for Students with Disabilities	$68,954
GROH	$1,940,000
Indigenous Funding	$577,308
Duty of Care Funding Allocation	$147,106
Technology Infrastructure Replacement Strategy	$106,705
Remote Allowance	$85,000
Funding for a Technician	$75,709
Funding for Travel Allowance	$64,497
State Training Quality Committee Funding	$64,390
Provisional Funding for Lease Cost and/or Fixed Cost	$61,000
Mobile Training Facility	$50,000
Once-Off Funding for Special Projects	$30,000
School Student Resource Fees	$26,522
SAL Coordination Support	$25,000
Thin Market Loading for Apprenticeships	$23,702
AQTF Systems Development and Implementation	$17,414
Trade Lecturer Salary Funding in Specific Skill Shortage Areas	$13,377
Compaction of salary grades	$11,984
Shared Services Savings in Advertising due to web-based job advertising	-$10,000
Shared Services Efficiencies - Salary	-$17,025
Budget adjustment - travel, advertising and consultants	-$28,226
Shared Services Efficiencies - phase 1 (Savings from Existing and New Common Use Contracts)	-$41,679
Shared Services Efficiencies - phase 2 (Savings from Existing and New Common Use Contracts)	-$53,312
Shared Services Efficiencies - Non Salary Items	-$56,866
Retention Funding Adjustment	-$62,954
Efficiency Dividend	-$280,283
Total Funding for CSOs and Additional Items	**$2,838,323**

LESS Tuition Fee Revenue **-$241,120**

TOTAL FUNDING	**$13,350,895**

Table 5: Funded ASL, Principal Lecturer and Salary Maintenance positions

Lecturer Type	Name	Funding	FTE	Salary
ASL1	Profile proportion of Lecturers Certified Agreement quota		9.30	$656,264
Funding (incl on-cost @ 13.84%)		**$747,091**	**9.30**	
ASL2	Profile proportion of Lecturers Certified Agreement quota		4.60	$335,349
Funding (incl on-cost @ 13.84%)		**$381,762**	**4.60**	
PL	Profile proportion of Lecturers Certified Agreement quota		2.00	$152,038
Funding (incl on-cost @ 13.84%)		**$173,080**	**2.00**	

Total Funding (incl on-cost @ 13.84%) **$1,301,932**

Table 6: Industry Groups subject to Hard Ceilings

Industry Group	
01B	Visual and Performing Arts
13D	Travel agents
16B	Management
19B	Adult Literacy/ESL
19D	Miscellaneous

Table 7: Apprenticeships subject to 'thin markets' loading

Apprenticeship
CHEF
CARPENTRY AND JOINERY

Table 8: Special Terms and Conditions Under Clause 28

a) Funds provided for the Technology Infrastructure Replacement Strategy are to be used for the purpose approved by the Department. The Provider is to submit an acquittal statement for the expenditure of these funds each year. A refund will be payable or future funding allocations may be reduced where the acquitted expenditure over two years is less than the funding provided.

b) To support Recognition of Prior Learning (RPL) delivery the Provider will:

• Nominate a single contact point for RPL referrals from the Career Development Centre (CDC). Implementation of the 'One-Stop-Shop / Referral Centre' through the CDC will require a single contact point within each Provider to enable a seamless experience for the applicant and a streamlined RPL process for both the Provider and the CDC;

• Offer candidates referred from the CDC an interview within 10 working days of the referral;

• Ensure that correct coding is used to enable all RPL activity to be captured as RPL

• Aim to grow RPL delivery above the level reported in 2008; and

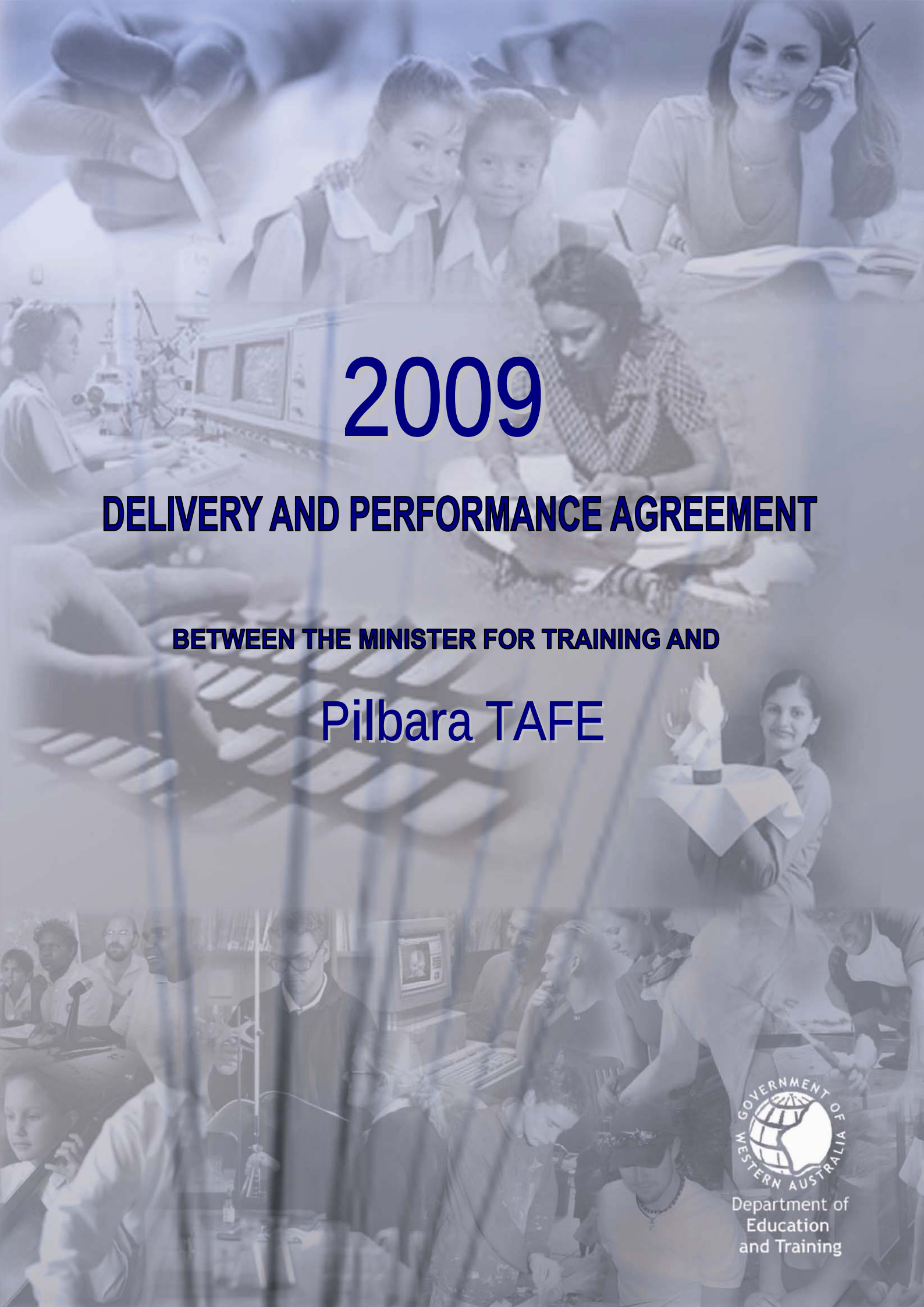
• Increase Scope of Registration for Trade Skills Recognition (TSR).

Table 9: Skill Shortage Matrix

Wadt Group	Apprentices and Trainees	Skill Shortage Institutional	General Institutional	Total SCH
01A Recreation Sports and Entertainment	0	0	0	0
01B Visual and Performing Arts	0	0	43,400	43,400
01C Design	0	0	0	0
02A Automotive	1,000	0	14,000	15,000
03A Building and Constructions	13,385	0	28,865	42,250
03B Surveying and Building	0	0	0	0
04A Community Service Workers	6,250	0	34,590	40,840
04B Education and Childcare	6,200	9,900	16,000	32,100
04C Health	0	0	0	0
04D Library Workers	0	0	0	0
05A Finance Insurance Property Service Workers	0	0	0	0
06A Food Trades and Processing	0	0	0	0
07A Clothing Footwear and Soft Furnishings	0	0	0	0
07B Furniture Manufacture	0	0	0	0
08A Communications	0	0	0	0
08B Printing & Publishing	0	0	0	0
09A Engineering and Drafting	0	0	0	0
09B Metal and Mining	2,750	0	9,385	12,135
10A Animal Care	0	0	0	0
10B Forestry, Farming and Landcare	11,950	5,500	47,500	64,950
10C Fishing	0	0	0	0
10D Horticulture	1,600	0	21,000	22,600
11A Process Manufacturing	0	0	0	0
12A Personal Service	0	0	8,000	8,000
12B Retail	500	0	0	500
13A Cooking	2,000	0	6,000	8,000
13B Hospitality	1,415	3,500	15,500	20,415
13C Tourism	2,500	4,000	13,500	20,000
13D Travel agents	1,000	0	500	1,500
14A Transport Trades, Storage and Associated	0	0	11,000	11,000
15A Electrical and Electronic Engineering	0	0	0	0
15B Electrical Trades	0	0	0	0
16A Accounting and Other Business Services	0	0	0	0
16B Management	0	1,000	9,500	10,500
16C Office and Clerical	9,450	0	26,860	36,310
17A Computing	0	500	2,500	3,000
18A Science and Technical Workers	0	0	0	0
19A ACE	0	0	0	0
19B Adult Literacy/ESL	0	0	18,500	18,500
19C Languages	0	0	0	0
19D Miscellaneous	0	0	0	0
19E Targetted Access and Participation Courses	0	0	29,000	29,000
Total	60,000	24,400	355,600	440,000

Table 10: Benchmarks for Training in Skill Shortage and Other Priority Areas

	2007 Actual	2009 Planned
Employment-based Training (Benchmark: TRS Commencements)		
TRS Commencements	284	356
Student Curriculum Hours	47,880	60,000
Institutional Skill Shortages (Benchmark: Course Enrolments)		
Course Enrolments*	56	87
Student Curriculum Hours*	15,710	24,400
*Note: both years are calculated using the PPP Skill Shortage List		
Indigenous Cert III+		
Course Enrolments	325	403
Indigenous Regional		
Course Enrolments	1,856	1,805
Disability		
Course Enrolments	205	177
15-19		
Course Enrolments	772	799
Certificate IV and Above		
Course Enrolments	171	235
Student Curriculum Hours	33,507	46,100



2009

DELIVERY AND PERFORMANCE AGREEMENT

BETWEEN THE MINISTER FOR TRAINING AND

Pilbara TAFE

GOVERNMENT OF WESTERN AUSTRALIA

Department of Education and Training

TABLE OF CONTENTS

SECTION I ABOUT THIS AGREEMENT 3

1. PARTIES 3
2. INTERPRETATION 3
3. TERM OF THIS AGREEMENT 5
4. SCOPE 5

SECTION II SUMMARY OF ROLES 7

5. ROLE OF THE MINISTER 7
6. ROLE OF THE PROVIDER 7

SECTION III TRAINING DELIVERY 8

7. STUDENT SERVICE STANDARDS 8
8. TRAINING PACKAGES 8
9. INABILITY TO PROVIDE TRAINING SERVICES 9
10. TRAINING ARRANGEMENTS 9
11. ACCESS AND EQUITY 10
12. CONFIDENTIALITY 10
13. TRANSFER OF APPRENTICES AND TRAINEES 10
14. RECOGNITION OF PRIOR LEARNING 10

SECTION IV PAYMENT 11

15. PAYMENT FOR TRAINING SERVICES 11
16. ADDITIONAL TRAINING SERVICES 11

SECTION V MEASURING PERFORMANCE 12

17. RECORD-KEEPING 12
18. AUDITS AND MONITORING VISITS 12
19. STUDENT SURVEYS 12
20. INVALID ENROLMENTS (IE) 13
21. CONTRACT PERFORMANCE CRITERIA 13

SECTION VI FINANCIAL MATTERS 15

22. ALTERNATIVE FUNDING 15
23. TAXES 15

SECTION VII ADMINISTRATION OF THIS AGREEMENT 16

24. APPLICABLE LAW 16
25. VARIATIONS 16
26. SEVERABILITY 16
27. WAIVER 16
28. ENTIRE CONTRACT 16
29. COMPLIANCE WITH LAW 16
30. SPECIAL TERMS AND CONDITIONS 16
31. NOTICES 17
32. SIGNATORIES TO THIS AGREEMENT 18

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE 19

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE 21

1. FUNDING 21
2. PAYMENT SCHEDULE 21
3. REFUND 21

SCHEDULE 3 REPORTING REQUIREMENTS 25

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS 26

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS 28

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK 30

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING 31

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY 32

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT 33

SCHEDULE 10 PROVISION OF ADVICE ON VOCATIONAL EDUCATION AND TRAINING NEEDS FOR 2010-2012 34

SECTION I ABOUT THIS AGREEMENT

1. Parties

This is an Agreement between the Minister for Training ("the Minister") and Pilbara TAFE ("the Provider").

2. Interpretation

In this Agreement, unless the context indicates otherwise:

a) headings are for reference only;

b) a reference to a person includes a reference to any corporation or entity that is recognised by law;

c) plural words include the singular and vice versa; and

d) the following terms have specific meanings assigned to them:

"Acquittal Certificate" means a document, issued by the Provider, confirming that both the Minister and the Provider have met all of the terms of this Agreement.

"Agreement" means this document, including any Schedules and Variations.

"Apprentice" means an apprentice or 'industrial trainee' registered in Western Australia in accordance with the *Industrial Training Act* 1975 (WA).

"AQTF" means the Australian Quality Training Framework.

"Credit Transfer" means credit granted to a student for a Unit of Competency achieved through participation in another training program.

"Employment based training" or "EBT" means training delivered to an apprentice or trainee.

"End of Study reporting" means the reporting of module and unit enrolments that end in the collection year and therefore have finalised outcomes.

"Enrolment" means participation with an RTO of a student in learning and/or assessment against a Unit of Competency. A complete definition is available in the WA VET Enrolment Data Standard.

"General Institutional" or "GI" means institutional based training in areas other than Skills Shortage Areas.

"GST" means a tax in the nature of a supply or goods and services tax imposed by the Commonwealth of Australia.

"Industry Group" is a classification, determined by the Minister, of the occupation or outcome that a qualification is intended to serve.

"Institutional based training" or "IBT" means training delivery other than training for an apprentice or trainee.

"Invalid Enrolment" or "IE" refers to an enrolment where the Provider cannot provide proof of student participation as required by the appropriate version of the *Western Australian VET Enrolment Data Standard*.

"Minister" means the Minister for Training, a body corporate as constituted under section 7 of the *Vocational Education and Training Act 1996 (WA).* References to the Minister include a reference to authorised officers of the Western Australian Department of Education and Training.

"Module" means a component of an accredited course against which a student is assessed. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"Notice of Arrangement" is an arrangement defined in the *Acts Amendment (Higher School Leaving Age and Related Provisions) Act 2005* under which a person who has not reached the age of 18, is enrolled in full time accredited training, a gazetted course, an approved combination of education, training and/or employment, becomes an apprentice or trainee or engages in other approved employment.

"Provider" means Pilbara TAFE.

"Registered Training Organisation" or "RTO" means a training provider registered with the Training Accreditation Council of Western Australia.

"Recognition of prior learning" or "RPL" is an assessment process resulting in the formal recognition of competencies acquired through formal or informal training, work experience and / or life experience.

"Recognition of current competencies" is an assessment process resulting in the confirmation that a student is currently competent in a Unit of Competency previously attained through training and assessment by an RTO.

"Skills Shortage Areas" are the qualifications identified by the Minister as priority for addressing skills shortage occupations. The qualifications in Skills Shortage Areas are identified in the Course Master file.

"Skills Shortage Institutional" or "SSI" means IBT delivery in Skills Shortage Areas.

"Student" means a person who is provided with Training Services under this Agreement.

"Student Curriculum Hours" or "SCH" means the number of enrolments in a Unit of Competency multiplied by a figure recognised by

the Minister as the weight of that Unit of Competency relative to other Units of Competency.

"TAFEWA College" means a College established under the *Vocational Education and Training Act 1996 (WA).*

"Trainee" means a trainee registered in Western Australia in accordance with the *Vocational Education and Training* Act *1996 (WA).*

"Training Arrangement" means an agreement between the Provider and another person to provide some or all of the Training Services in this Agreement.

"Training Package" means an integrated set of nationally endorsed competency standards, assessment Guidelines and Australian Qualifications Framework (AQF) qualifications for a specific industry, industry sector or enterprise.

"Training Services" means the services listed in Schedule 1.

"Unit of Competency" is a component of a training package qualification against which a student is assessed. A Unit of Competency refers to a discrete workplace requirement and includes the knowledge and skills that underpin competency as well as language, literacy and numeracy; and occupational health and safety requirements. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"VET" means Vocational Education and Training.

"VET Level" is a classification, determined by the Minister, which separates Traineeships and Apprenticeships (Employment Based Training) from other delivery (Institutional Based Training) and sub-divides the latter on the basis of Australian Qualification Framework levels.

3. Term of this Agreement

a) The Agreement will conclude on 31 December 2009 or when the Training Services described under Schedule 1 are completed.

b) The Minister may, within twelve months of signing this Agreement, exercise an option to extend this Agreement.

c) The Minister may extend this Agreement on up to two separate occasions, with the maximum period of each extension being one year.

4. Scope

a) Enrolments will only be funded under this Agreement where they meet the criteria in Schedule 1.

b) Unless expressly stated in Schedule 1, the following categories of Enrolments will not be funded under this Agreement:

i enrolments by students whose primary place of residence is not in Western Australia;

ii enrolments by residents of Christmas Island or Cocos Island;

iii enrolments by students who are neither Australian citizens nor permanent residents of Australia, except where the student is a holder of a visa that entitles the student to enrol in training at the fee rates that apply to publicly funded training (as identified in the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*);

iv higher education programs, including University preparation courses (ie programs whose sole or primary aim is to provide entrance to a university course);

v delivery to secondary school students, unless the delivery is under a Notice of Arrangement;

vi IBT delivery in prisons, or to prisoners;

vii programs classified by the Minister as Adult and Community Education;

viii enrolments in programs that are not accredited by the Training Accreditation Council, or which fall outside of the Provider's scope of registration;

ix credit transfers, exemptions, enrolments for recognition of current competency and exam only enrolments.

SECTION II SUMMARY OF ROLES

5. Role of the Minister

The Minister:

a) agrees to provide the funding described in Schedule 2 in accordance with the Payment Schedule described in Schedule 2;

b) will supply the Provider with details of the process for claiming funding under this Agreement; and

c) is only required to provide funding where the Provider meets all of the terms of this Agreement.

6. Role of the Provider

The Provider:

a) agrees to provide the Training Services described in Schedule 1;

b) will meet all relevant requirements of the AQTF, including registration with the Training Accreditation Council;

c) agrees to submit information to the Minister as described in Schedule 3;

d) agrees to meet all of the terms of this Agreement, and of any other Agreements with the Minister;

e) agrees to repay to the Minister any refund as described in Schedule 2;

f) agrees to collect fees from students in accordance with the most current *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*;

g) will comply with the *Apprenticeships and Traineeships Policy Guidelines* (as issued by the Minister from time to time) including the requirements relating to the implementation of Fast Track Apprenticeships, when providing training to apprentices and trainees;

h) will support the requirement for the State to increase the utilization of publicly funded training infrastructure by making training premises available on a commercial basis for purposes that do not conflict with the Provider's vocational education and training purposes;

i) will submit a revised profile plan at course level for the May and September addendum by 1 May 2009 and 18 September 2009 respectively; and

j) will comply with all other relevant policies and guidelines issued by the Minister.

SECTION III TRAINING DELIVERY

7. Student Service Standards

a) For the Training Services described in Schedule 1, the Provider:

i will ensure that students are given appropriate guidance in relation to the selection of units of competency and that meets the students expected outcomes from the program of study;

ii will ensure that training delivery is consistent with Training Package guidelines, including meeting the criteria for the awarding of qualifications;

iii will ensure that the level of resources, including the actual hours of instruction or other supervised learning modes, that is provided to students reflects the content of the program of study and allows for a successful outcome; and

iv will ensure students enrolling in a course of study outside of the normal full-time admissions process comply with the minimum entrance requirements policy.

8. Training Packages

a) Unless otherwise agreed, where:

i a Training Package has been approved for public funding in Western Australia, and

ii the Purchasing Guide (formerly known as Implementation Guide) for the Training Package indicates that the Package covers one or more of the Training Services in Schedule 1,

the Provider must use only qualifications from this Training Package when providing those Training Services to new students.

b) Existing students studying superseded courses should be encouraged to transfer into the equivalent training package qualification as soon as possible. Existing students must be given the option to complete the course or qualification in which they are currently enrolled if transition to the new or equivalent qualification will cause disadvantage in increased nominal hours or cost. New students must be enrolled in the new or equivalent training package qualification within 12 months of final endorsement, provided that a Purchasing Guide is available for implementing the training package. If this requirement cannot be met, approval must be obtained to continue delivering the superseded course or qualification.

9. Inability to Provide Training Services

a) Where the Provider is unable to offer the Training Services described in Schedule 1, the Provider shall:

   i notify the Minister within seven days;

   ii make reasonable efforts to assist students to enrol with an alternative Registered Training Organisation.

b) Where the Provider cannot assist students to enrol with an alternative Registered Training Organisation, the Provider shall notify the Minister within seven days.

c) Where in the opinion of the Minister, the Provider is unlikely to achieve the training targets stated in Schedule 1 by 31 December 2009, the Minister may renegotiate the training targets to reflect targets that can be justified against current enrolments and delivery achieved in previous years.

10. Training Arrangements

a) The Provider may enter into a Training Arrangement, but the Provider remains responsible for ensuring that the terms of this Agreement are met.

b) In particular, the Provider remains responsible for ensuring that the Training Services are delivered in accordance with the AQTF.

c) The terms of a Training Arrangement must be in writing, and must not be inconsistent with this Agreement.

d) The Provider shall pay all costs associated with a Training Arrangement.

e) The Provider shall advise students, prior to the commencement of training services, of the existence of a Training Arrangement.

f) Within fourteen days of signing a Training Arrangement, the Provider shall advise the Minister of:

   i the legal name and business address of the other party to the Training Arrangement; and

   ii the training services covered by the Training Arrangement.

g) Where the other party to the Training Arrangement is a TAFE**WA** College, the Training Arrangement must state that “All delivery covered by this contract is to be reported by the other party to the Department of Education and Training as fee for service activity”.

h) Where the Minister is aware of factors that may affect the capacity of a person to meet their obligations under a Training Arrangement, the Minister may notify the Provider of these factors and / or request an appropriate variation to this Agreement.

11. Access and Equity

a) In providing Training Services, the Provider:

i shall comply with the relevant State and Federal Government anti-discrimination legislation including the *Disability Discrimination Act Education Standards 2005*;

ii shall not use sexist, racist or other language which offends community standards;

iii shall ensure that the learning environment is free from harassment or victimisation;

iv shall not use or promote cultural, racial, disability or gender based stereotypes;

v shall ensure that programs and appropriate venues are accessible to all students; and

vi shall ensure that students are provided with additional support services where required.

12. Confidentiality

a) Unless the Minister provides approval in writing, the Provider may not disclose information acquired in connection with this Agreement to any person.

b) In particular, the Provider shall establish procedures to ensure the confidentiality of all information relating to its students.

c) The Provider shall ensure that its employees, agents and contractors also meet the terms of this clause.

13. Transfer of Apprentices and Trainees

a) The Minister must approve the transfer of an apprentice or trainee between RTOs.

b) In cases where an apprentice or trainee transfers to the Provider, the Minister will not fund the Provider under this Agreement for units of competency that have previously been completed and a statement of attainment has been issued by an RTO.

c) The Provider will comply with procedures for transferring apprentices and trainees that are published by the Minister from time to time.

14. Recognition of Prior Learning

a) Recognition of prior learning must be offered to all (individuals, clients, students, participants) upon enrolment and prior to commencement of formal training delivery. Providers must be able to demonstrate that they

have undertaken processes to encourage the uptake of, and to streamline the delivery of RPL.

SECTION IV PAYMENT

15. Payment for Training Services

a) The Minister will make payments to the Provider, following the process contained in Schedule 2.

b) The Minister may, at any time and without notice, vary the process for making payments contained in Schedule 2.

c) Where the Provider does not meet the terms of this Agreement, the Minister may withhold any funding that would otherwise be payable.

d) Where the Provider owes money to the Minister under a separate Agreement, the Minister may offset this against the amount payable for this Agreement.

e) The Minister will conduct a reconciliation of payments at the end of this Agreement.

f) If, at any time, an overpayment is identified, the Minister shall supply the Provider with an invoice for the amount of the overpayment. The Provider shall repay this amount to the Minister within thirty days.

g) If, at any time, an underpayment is identified, the Minister shall pay this amount to the Provider within thirty days.

16. Additional Training Services

a) Training targets, conditions and funding for additional training services (other than the training services defined in Schedule 1) may be defined in additional schedules to this Agreement.

b) Each category of Training Services will be treated separately for funding, reporting and enrolment purposes.

SECTION V MEASURING PERFORMANCE

17. Record-keeping

a) The Provider shall keep all financial, enrolment and assessment records related to this Agreement in a way that will enable them to be conveniently inspected by the Minister or the Minister's nominee.

b) The Provider shall keep accounting records that allow income related to this Agreement to be identified separately.

c) The Provider shall keep all financial, enrolment and assessment documentation for at least twelve months from the expiry of this Agreement. Under the AQTF, some documents will need to be kept for longer than twelve months.

18. Audits and Monitoring Visits

a) For the purposes of assessing compliance with both the AQTF and the terms of this Agreement, upon giving reasonable notice, the Minister or the Minister's nominee may:

i inspect any records under the Provider's control that relate to this Agreement;

ii inspect the premises used for provision of training services; and

iii meet with the employees, agents, contractors and students of the Provider.

b) Unless otherwise agreed between the Minister and the Provider, audits and monitoring visits will take place during business hours.

c) The Provider shall make every effort to assist the Minister or the Minister's delegate to carry out an audit or monitoring visit.

19. Student Surveys

The Minister or the Minister's nominee may conduct surveys of the students being provided with Training Services under this Agreement.

a) The Provider will supply the Minister with information necessary to effectively conduct a student survey.

b) The Minister may publish the results of student surveys, provided that information is not disclosed that would identify individual students.

20. Invalid Enrolments (IE)

a) Upon request from the Minister, the Provider shall provide evidence to prove student participation in each Enrolment for which funding was claimed.

b) Proof of student participation shall meet the standards contained in the appropriate *Western Australian VET Enrolment Data Standard* version.

c) Proof of student participation shall be retained for at least twelve months, as required by clause 17.

d) Where student participation cannot be substantiated, the Minister may adjust the funding payable under Schedule 2.

21. Contract Performance Criteria

a) The Minister may use the Contract Performance Criteria – Quality of Training, Access and Participation, Outcomes Achieved, and Contract Management - when deciding whether to extend this Agreement, vary this Agreement, and / or enter into future Agreements with the Provider.

b) In assessing 'Quality of Training', the Minister may consider the following factors:

i the outcomes of monitoring visits;

ii feedback from student surveys;

iii for delivery to Apprentices and Trainees, feedback from employer surveys;

iv compliance with the AQTF;

v compliance with relevant policies issued by the Minister; and

vi complaints received from the Provider's students.

c) In assessing 'Access and Participation', the Minister may consider the following factors:

i the proportion of students from equity target groups relative to the proportion these groups represent in the general population; and

ii the profile of enrolments by students from equity target groups across industry groups, qualification levels and employment and institutional based pathways.

d) Equity target groups may be identified by the Minister from time to time and include students from the following groups:

i Indigenous students;

ii Students with a disability;

iii Youth (15 to 19 years);

iv Mature age students (over 45 years)

v Students of diverse cultural and linguistic background; and

vi Women

e) In assessing 'Outcomes Achieved', the Minister may consider the following factors:

i the proportion of students successfully completing each Unit of Competency;

ii the proportion of students successfully completing qualifications at certificate III or above;

iii the proportion of students progressing to further study or employment; and

iv the proportion of students achieving a qualification.

These outcomes will be assessed for the student population as a whole, and for targeted access groups within that population.

f) In assessing 'Contract Management', the Minister may consider the following factors:

i the timeliness of reporting by the Provider including the resulting of all enrolments within seven (7) weeks of the expiry of the enrolment activity end date;

ii the maximization of response rates in reporting, to properly allocate students to correct access and participation groups;

iii proportion of claims for payment with errors identified;

iv proportion of Invalid Enrolments (IE) identified;

v the actual level of training delivery compared to the contracted level of training delivery described in Schedule 1;

vi the actual level of training delivery compared to the benchmarks for priority areas of delivery stated in Schedule 1; and

vii the timeliness with which contractual documents are returned to the Minister.

SECTION VI FINANCIAL MATTERS

22. Alternative funding

a) The Provider confirms that, other than the funds provided in this Agreement, it has not received funding for the delivery to be reported under this Agreement.

b) The Provider shall notify the Minister within fourteen days if it secures funding (either in full or in part) for the delivery to be reported under this Agreement.

c) Upon receiving this notification, the Minister may change the amount payable to the Provider under Schedule 2.

23. Taxes

a) The funding in this Agreement is exclusive of GST.

b) In the event that GST is payable on services provided under this Agreement, the GST will be paid by the Minister upon presentation of a valid Tax Invoice.

c) All other taxes, duties and charges shall be paid by the Provider.

SECTION VII ADMINISTRATION OF THIS AGREEMENT

24. Applicable Law

This Agreement is governed by the law of Western Australia.

25. Variations

a) This Agreement may be varied at any time by a signed written agreement between the Minister and the Provider.

b) In deciding whether to agree to a proposed variation, the Minister will have regard to the Contract Performance Criteria described in clause 21.

26. Severability

Where any part of this Agreement is not enforceable (for whatever reason), it does not form part of the Agreement. All other parts of the Agreement will remain in full force.

27. Waiver

a) A waiver of a party's rights under this Agreement must be in writing and signed by that party.

b) A waiver by a party shall not affect that party's rights in respect of any subsequent breach of the Agreement.

28. Entire Contract

The contract between the Minister and the Provider is contained in this Agreement. No other written or verbal arrangement between the parties will be read into this Agreement.

29. Compliance with Law

In carrying out its duties under this Agreement, the Provider must comply with all applicable laws including the *Working With Children (Criminal Record Checking) Act 2004*.

30. Special Terms and Conditions

Special terms and conditions that apply to this Agreement are stated in Table 8.

31. Notices

a) Notices associated with this Agreement must be in writing and delivered to the following addresses:

i To the Minister

Director
Training Resource Allocation
Western Australian Department of Education and Training
Level 2, 151 Royal Street
EAST PERTH WA 6004
fax: (08) 9264 4281

ii To the Provider

Managing Director
Pilbara TAFE
Millstream Road
KARRATHA WA 6714

b) Either party may change its contact details by providing a notice in writing to the other party.

c) A notice will be considered to have been received:

i two days after being placed in the mail with postage paid;

ii if the notice is being served personally, at the time that the notice was presented;

iii if the notice is being transmitted by fax, at the time that the whole notice has been transmitted from the sending machine and the answer back of the receiving machine has been received; and

iv if the notice is being transmitted by email, one hour after the correctly addressed email was sent.

32. Signatories to this Agreement

Signed on behalf of the Minister for Training by

SIMON WALKER

EXECUTIVE DIRECTOR

PLANNING AND RESOURCES

DEPARTMENT OF EDUCATION AND TRAINING

Acting under delegated authority pursuant to Section 10 of the *Vocational Education and Training Act 1996* in the presence of

Witnessed by: *(Sign)* **Name:** *(Please Print)* **Office**

The Common seal of Pilbara TAFE was affixed to this document in the presence of

Chair/Deputy Chair of the College Council
Date

Witnessed by member: *(Sign)* **Name:** *(Please Print)*

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE

1. This Schedule describes the College Training Profile as per Section 42 of the *Vocational Education and Training Act 1996 (WA)*.

2. This Agreement, so far as it relates to the College Training Profile, constitutes a Resource Agreement as per Section 5 of the *Vocational Education and Training Act 1996 (WA)*.

3. The College Training Profile shall be treated as separate from other Training Services detailed in this Agreement.

4. The College Profile Matrix in Table 1 sets out the delivery targets (expressed in Student Curriculum Hours) for each combination of Industry Group and VET Level.

5. The College Training Profile is also presented as a Skills Shortage Matrix in Table 9 which identifies for each Industry Group the delivery targets for:

   - Employment based training;
   - Skills Shortage Institutional training; and
   - General Institutional training.

6. Activity benchmarks relating to the following State and Commonwealth priorities are stated in Table 10. The Minister may use these benchmarks as Contract Performance Criteria for the purpose of clause 21:

   - Employment Based Training commencements;
   - Skills Shortage Institutional training;
   - training places for people with a disability;
   - training places in regional and remote locations for Indigenous Australians;
   - participation by Indigenous Australians at Certificate III level or higher;
   - training places for 15 to 19 years old students; and
   - training at certificate IV and above.

7. The permissible levels of VET for government schools, VET for non-government schools, prisons delivery and delivery in certificate I and below courses are set out in Table 2. The delivery of VET for government schools and non-government schools will be in accordance with the protocol set out in Schedule 4.

8. The delivery of School Based Traineeships and Apprenticeships will be in accordance with the protocol set out in Schedule 5.

9. The delivery of the School Apprenticeship Link program will be in accordance with the protocol set out in Schedule 6.

10. Training services for Recognition of Prior Learning will be delivered and funded in accordance with the policy set out in Schedule 7.

11. Unless prior approval is given by the Minister, the Provider must offer all Apprenticeship programs that it has offered in previous years.

12. The Module Load Completion Rate (MLCR) Matrix is contained in Table 3. The Minister may use the MLCR as a Contract Performance Criteria for the purpose of clause 21. The method of calculating MLCR is defined in the 2009 – 2011 College Planning Guidelines.

13. The delivery of training to prisoners will be in accordance with the protocol set out in Schedule 8.

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE

1. Funding

a) Table 4 details the funding to be provided by the Minister for the delivery of the College Training Profile.

b) The basis of funding Advance Skill Lecturer, Principal Lecturer and Salary Maintenance staff is listed in Table 5.

c) No funding will be provided by the Department of Treasury and Finance to cover the cost of the 27th pay that will occur in 2015. Providers should ensure that appropriate provision is made in the preceding years to cover the cost of the additional pay when it falls due.

2. Payment schedule

a) Subject to the Provider meeting all of the terms in this Agreement, the Minister will pay the Provider in fortnightly disbursements in accordance with a schedule issued by the Minister.

b) The Provider's refund liability will be determined in the second quarter of 2010.

c) If a refund is payable, the Provider will pay the refund by the date stated on an invoice supplied by the Minister.

3. Refund

a) Where the Provider fails to meet the targets in Schedule 1, a refund will be payable to the Minister. In specific circumstances detailed below a credit may be payable to the Provider. The Total Refund is calculated as follows:

Total Refund	=	Refund for EBT, Skills Shortage Institutional and General Institutional
	Plus or Minus	Additional Items Refund or Credit
	Plus or Minus	Fees Refund or Credit
	Minus	EBT Credit
	Minus	Skills Shortage Credit

The Provider is not eligible for additional funding where the EBT and Skills Shortage Credits are greater than the other refund items payable by the Provider.

The following clauses explain the components of the refund calculation.

b) The refund will be calculated separately for each of the following categories of delivery:

- EBT;
- Skills Shortage Institutional (SSI); and
- General Institutional (GI).

The Skills Shortage Matrix (Table 9) defines the **Target SCH** for each of these categories of delivery.

c) The refund for EBT, SSI and GI is calculated as follows:

i **Reported SCH** is sourced from the Provider's final enrolment statistics data submission on an end of study basis. This is determined from the AVETMISS data collection in accordance with the following criteria:

- Fund source Id – State = 10;
- Enrolment category Id = C or S;
- Outcome identifier not 53, 54, 60 or 70; and
- Enrolment activity end date between 1 January 2009 and 31 December 2009;

ii **Validated SCH** are determined by reducing Reported SCH by that portion of the Provider's Invalid Enrolment (IE) rate in excess of three percent;

iii **Funded SCH** are determined by reducing Validated SCH for any delivery that exceeds the agreed tolerances for profile management (see below);

iv **Shortfall SCH** is determined by subtracting Funded SCH from Target SCH; and

v A **Shortfall Refund** is calculated for each category of delivery as: **Shortfall SCH x Unit cost.**

d) The Unit Cost for EBT delivery and IBT delivery is stated in Table 4.

e) Funded SCH for EBT is calculated by assessing the Provider's total Validated SCH for EBT against the Provider's total Target SCH for EBT. The following rules apply to the calculation of Funded SCH for EBT delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for EBT delivery above the Target SCH will create an **EBT Credit** calculated on the Unit Cost for Employment Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

f) Funded SCH for Skills Shortage Institutional is calculated by assessing the Provider's total Validated SCH for Skills Shortage Institutional against

the Provider's total Target SCH for Skills Shortage Institutional. The following rules apply to the calculation of Funded SCH for Skills Shortage Institutional delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for Skills Shortage Institutional delivery above the Target SCH will create a **Skills Shortage Credit** calculated on the Unit Cost for Institutional Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

g) Funded SCH for General Institutional is calculated by assessing the Provider's Validated SCH for General Institutional in each Industry Group against the Target SCH for General Institutional.

h) The following General Institutional SCH are excluded from Funded SCH for General Institutional:

i Any Validated SCH above 500 SCH for an Industry Group which contains no Institutional target;

ii Any Validated SCH above the target for General Institutional training in an Industry Group that is subject to a 'hard' ceiling as set out in Table 6;

iii Any Validated SCH above the target for General Institutional training in certificate I and below courses as set out in Table 2; and

iv Any Validated SCH in Industry Groups without a 'hard' ceiling, where delivery exceeds the target for General Institutional by more than 20,000 SCH.

i) An **Additional Items Refund** is calculated on each of the following:

i VET for government schools IBT delivery above the level stated in Table 2;

ii VET for non-government schools IBT delivery above the level stated in Table 2;

iii VET for government or non-government school students IBT delivery in courses and qualifications excluded from this delivery under the protocol in Schedule 4;

iv IBT delivery to prisoners above the level stated in Table 2;

v Funding provided for GROH housing in excess of actual expenditure acquitted by the Provider; and

vi Funding provided for specific projects in excess of actual expenditure acquitted by the Provider.

j) An adjustment is made to the Additional Items Refund to ensure that this refund is not calculated on SCH that has been excluded from Funded SCH under sub clause 3 h).

k) The Additional Items Refund may include funds provided for maintenance, minor works, equipment and the Technology Infrastructure Replacement Strategy in excess of the actual expenditure acquitted by the Provider against approved expenditures;

l) An Additional Items Credit will apply if funding provided for GROH housing is less than actual expenditure acquitted by the Provider.

m) A Fees Refund is calculated as the funding for resource fees associated with delivery to school students in excess of the funding justified against the SCH delivered in accordance with this Agreement.

n) A Fees Credit will apply if the funding for resource fees associated with delivery to school students is less than the funding justified against the SCH delivered in accordance with this Agreement.

o) A Refund will be calculated for Certificate IV and above traineeship training for students registered as Productivity Places Existing Worker Trainees on the Training Record System. The Refund will be calculated by comparing the profile funding for this delivery with the Claimable Funding calculated as follows:

   i Validated SCH for each Industry Group is multiplied by the relevant funding rate (as issued by the Minister) for Productivity Places Existing Worker Traineeship training to determine Claimable Funds; and

   ii An Additional Items Refund is calculated as the profile funding that is in excess of the Claimable Funds.

SCHEDULE 3 REPORTING REQUIREMENTS

On the following dates, the Provider will supply the Minister with data files that meet the requirements of the current version of the *Western Australian VET Enrolment Data Standard.*

College Training Profile Reporting Requirements

2009		
Date	**Status**	**Files Required**
16 January 2009	Preliminary reporting point for full year 2008 collection	Full set of validated NAT files (NAT00010 – NAT00130)
20 February 2009	Final formal reporting point (full year 2008) including all module outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)
17 April 2009	First Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
7 August 2009	Second Monitoring Point (Mid-Year) for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
6 November 2009	Third Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
2010		
15 January 2010	Preliminary Reporting Point for full year 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
19 February 2010	Final formal reporting point for 2009 including all outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)

When submitting these files, the Provider will confirm in writing that all records are accurate.

Where the Provider uses the College Management Information System (CMIS), they shall be entitled to the same set of services as currently provided to all providers in the TAFE**WA** College Network.

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS

The aim of this protocol is to ensure the most efficient and effective use of public resources in the implementation of the VET in schools initiative. The Refund provisions in Schedule 2 identify the circumstances where a refund is payable for a breach of this protocol.

VET in Schools programs allow students studying towards the Western Australian Certificate of Education to gain a partial or complete VET qualification. Profile funded VET in schools is a targeted program that aims to enhance existing VET in Schools delivery by providing:

- a pathway to higher level qualifications;
- training that is not within the scope of registration of an RTO school; and/or
- access to equipment and expertise not available in the school context.

Profile funded VET in schools is available for both government and non-government schools subject to the following conditions:

VET in government schools

Profile funding for VET in government schools is subject to the following conditions:

a) the students must be enrolled at a government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training effort is consistent with:
- the strategic priorities as outlined in the State Training Profile; and
- Education District planning priorities;

g) VET in government schools is not to include delivery in courses or qualifications classified in the industry groups 19A to 19E. However, delivery in the following qualifications is permitted:
- Certificate of Applied Vocational Study Skills (CAVSS) provided the delivery is in accordance with the CAVSS Protocol; and
- Certificate I in Leadership Development;

h) VET in government schools is not to include delivery at certificate I in the following industry groups;

16A Accounting and Other Business Services;
16C Office and Clerical; and
17A Computing.

VET in non-government schools

Profile funding for VET in non-government schools is subject to the following conditions:

a) the students must be enrolled at a non-government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in non-government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training delivery is in accordance with a plan of courses or qualifications submitted by the Provider and approved by the Minister. The training is to relate to skills shortage areas.

Reporting VET in schools

Note that delivery within the following categories is not included in the ceiling on VET in government and non-government schools:

- School Based Apprenticeships and Traineeships (SBA and SBT);
- School Apprenticeship Link (SAL) delivery; and
- delivery to a student enrolled under a Notice of Arrangement is not VET in Schools because the student has "left" school.

Profile funded VET in schools delivery should be included in the Provider's profile funded training and reported via AVETMISS and student enrolments must be flagged as VET in Schools enrolments as follows:

Type of Student:	VET for Schools
Training type:	O
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	Yes

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

No fees or charges, including resource, tuition and enrolment fees are to be applied to students enrolled in profile funded VET in Schools (Refer to the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*).

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS

School-based Apprenticeships and Traineeships provide an opportunity for full time secondary students enrolled in school to begin preparing themselves for a career. They allow students studying towards the Western Australian Certificate of Education to gain a nationally recognised vocational education and training qualification.

Public funding for School-based Apprenticeships and Traineeships training:

- may be utilised for the component of training delivered and assessed by the Provider;
- is available to students enrolled in both government and non-government schools;
- is to be achieved within the overall bottom line employment based delivery targets established for the Provider; and
- must be in accordance with the Guidelines and Working Principles for School-based Apprenticeships and Traineeships in Western Australia and the Apprenticeship and Traineeship Policy Guidelines.

School-based Apprenticeship and Traineeship delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be coded as follows:

Type of Student:	School based apprenticeship
Training type:	A
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

Type of Student:	School based traineeship
Training type:	T
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

** Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource, tuition and enrolment fees, are to be applied to students enrolling in School Based Apprenticeships and Traineeships.

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK

The School Apprenticeship Link (SAL) program supports the achievement of the Government's targets for employment based training and school retention. The approach is aimed at increasing young people's participation in education, employment and training and in particular in achieving a successful transition from school to an apprenticeship.

SAL is a school-based transition program delivered by a RTO and available for students in Years 11 and 12. There are two SAL options in various trades; a two semester family of trades program and a three semester trade specific pre-apprenticeship.

The SAL Family of Trades model allows students to experience a range of trades within an industry to assist them in making an informed choice when selecting their apprenticeship.

The SAL Pre-Apprenticeship model accommodates students who are clear on the trade they want to undertake and provides for direct credit on entry into an apprenticeship. SAL Pre-Apprenticeships are identical to mainstream pre-apprenticeships.

SAL placements funded at each college are determined by the Department. The Department allocates funded places for both Government and non-Government schools. Providers must seek approval from the Department for any change in the number of SAL places.

Profile funded SAL delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be codes as follows:

Type of Student:	School apprenticeship link
Course	Appropriate SAL qualification
Training type:	P
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource and course fees are to be applied to students enrolled in profile funded SAL programs.

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING

This policy applies to all publicly funded RPL assessments.

Policy:

1. The Minister will fund the student curriculum hours (SCH) associated with RPL assessments at the same rate as other forms of training delivery.
2. Excessive reporting of Unsuccessful RPL will be monitored and, if necessary, funding constraints may be applied to future Delivery and Performance Agreements.
3. The SCH associated with the RPL assessments for any one client each semester should not exceed the SCH required for a full qualification. RPL reported for each client will be monitored and funding constraints may be applied to future Delivery and Performance Agreements where excessive RPL has been reported for a client.
4. Fee for Service arrangements should be established where the aim of a RPL process is to:
   a) prepare school teachers to deliver VET qualifications; or
   b) assess the competencies of a government employee, where those competencies form part of the government agency's conditions of employment, or are a requirement for promotion.

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY

In support of the National Strategy for Vocational Education and Training for Adult Prisoners and Offenders in Australia, the Department of Corrective Services (DCS) and the Department of Education and Training, in liaison with Providers, are developing a joint planning process and standard protocols for prison based delivery. The aim is to establish a framework for the provision of high standard vocational education and training for offenders in WA prisons.

As an initial step in the on-going process of developing cooperative working arrangements between Providers and the DCS, the following protocols will apply in 2009:

- The Provider will develop planned prison delivery in consultation with DCS;
- The Provider will work with DCS in the development of mutually agreed business rules for delivery in a prison. Once agreed, these business rules will form the basis of a memorandum of understanding between the Provider and DCS;
- The Provider will keep DCS informed of the actual delivery through regular reports and meetings; and
- The Provider gives permission for the Department releasing information to DCS on the Provider's actual and planned delivery across all years associated with prisoners. Such information is not to include individual student information.

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT

This protocol provides a basis for the use and evaluation of professional development (PD) funded through the STQC program. STQC funded PD activities must be additional to core PD activities.

The Minister will provide the STQC funding as identified in Table 4, subject to the submission of an acceptable PD Plan. The provider will be required to repay any STQC funds that have not been spent on approved PD activities.

The purpose of these guidelines is:

- To provide information on the requirements and content of the annual PD Plan and report to be submitted to the VET Programs and Development Branch of the Department for STQC funded PD activities.
- To ensure there is a strong focus on teaching, learning and assessment of lecturers, it will be necessary to develop strategies for the maximum number of practitioners to benefit from the funding recognising that there is a mutual responsibility for colleges to provide opportunities for PD.
- To ensure there is clear evidence in the reporting process that learning and development activities are producing measurable improvements in the quality of teaching, learning and assessment in TAFEWA

Requirements

The Provider shall develop, submit and implement an annual PD Plan that;

- aligns with STQC's key directions for the current calendar year. These directions will be supplied by the VET Programs and Development Branch of the Department.
- demonstrates how STQC funding is providing PD opportunities over and above existing and on-going PD.
- Clearly identifies:
    - programs/initiatives/projects/courses funded by STQC which will take place
    - how PD activities will be organised
    - how the success of the activities will be monitored and measured with evidence of improved teaching, learning and assessment practices.

The Provider shall submit an annual report for the calendar year that includes;

- details of the programs/ initiatives/projects/ courses funded by STQC with a demonstration of how this funding provided PD support over and above on-going PD
- an evaluation, including performance indicators, of the effectiveness of the STQC funding support, and if appropriate a rationale for adjustments to original plan
- an acquittal statement of how the funds have been allocated, signed by the Managing Director, showing funds expended on the program in the annual PD Plan.

TIMELINE

Submit PD Plan	Last Friday in February
Submit annual report	First Friday in December

SCHEDULE 10 PROVISION OF ADVICE ON VOCATIONAL EDUCATION AND TRAINING NEEDS FOR 2010-2012

The Department will fund the Provider for the provision of advice on regional training needs. The information provided is used by the Department to:

- provide input to the State Training Plan;
- identify new and emerging regional training needs and opportunities and the Provider's response;
- identify regional developments at community and industry level that are producing challenges that cannot be met by the Provider due to resource or capability constraints;
- identify training opportunities that would be better addressed through other funding programs; and
- respond to requests for advice, both from within and outside the Department.

Funding

Funding of $30,000 will be paid to the Provider in 2009 for the provision of VET advice relevant to the Pilbara region.

The information and advice required by the Department is outlined below. Funding will be paid in fortnightly installments.

The Department reserves the right to suspend fortnightly payments if the information is not provided by Friday 15 May 2009 or is of a standard that is not considered acceptable (for example, information is insufficient, inadequate, unusable or unreliable).

The Provider may also be required to repay any funds that have not been fully expended for the approved purpose by 31 December 2009.

Report Format and Timelines

The Department will provide a template for the provision of the regional advice identified below. Information should be submitted electronically.

The Provider is required to submit the required information by Friday 15 May 2009.

The Department may seek clarification in relation to various aspects of the information supplied by the Provider.

THEMES	INFORMATION TO BE INCLUDED
1. Strategic priorities of the Provider	a) Identify the College's medium to long term strategic directions and priorities. b) Identify how the College's medium to long term strategy directions and priorities are aligned or consistent with priorities identified by the State Training Board. c) Identify key actions to address the Colleges' medium to long term strategic directions and priorities.
2. Key community developments	a) Identify key community developments impacting on the region, such as demographic changes, changes in population distribution, trends in employment or unemployment. b) Identify the College's current or planned response to key community developments identified in 2(a).
3. Key regional developments	a) Identify key regional developments (e.g. new resource and construction projects), companies involved, and specific location. b) Identify the College's current or planned response to key regional developments identified in 3(a). Please include reference to partnerships with companies, schools, RTOs or Government agencies, where relevant.
4. Indigenous engagement, training and employment	a) Identify current programs available in the region to support Indigenous people in their transition from school to training to employment (including initiatives associated with retention, completion and progression to higher level qualifications). b) Identify new programs, initiatives or opportunities either planned or required to support Indigenous students and improve their transition from school to training to employment and achievement of higher level qualifications.
5. Current skill shortages	a) Identify current key skill shortages in the region by occupation and the qualification relevant to each skill or occupational shortage. b) Identify any specific programs or initiatives identified or required by the College to respond to current key skills shortages identified in 5(a).
6. Training needs that the Provider is having difficulty meeting	a) Identify any training needs the College is having difficulty meeting (e.g. these needs may relate to community or regional developments, specific qualifications, occupations or other issues such as the needs of specific disadvantaged groups, VET in Schools, Indigenous delivery and support, RPL, retention and completion issues, delivery of apprenticeships and higher level qualifications, training for existing workers). b) Identify any issues (such as staffing or

	infrastructure) that are affecting the College's capacity to respond to the training needs identified in 6(a).
7. Key challenges faced by the region in terms of the availability and provision of skills in the future	Identify the challenges faced by the region in the future in terms of ensuring a supply of appropriately skilled workers.
8. Growth in demand for VET	Identify occupations where the demand for VET is expected to increase over the next three years.
9. Falling demand for VET	Identify occupations when the demand for VET is likely to decline over the next three years.
10. Factors affecting delivery in remote locations	a) Identify difficulties associated with responding to training requirements in the region's remote locations. b) Identify actual or planned initiatives that have been developed or identified in response to the difficulties identified in 10(a).

Other Reports

From time to time throughout 2009 the Department may require advice on regional training needs in response to requests for specific information or to assist in the development of system-wide responses to training issues.

Report Submission and Contact Details

The report should submitted to the following email address: janina.conner@det.wa.edu.au.

Further information is available from Dr Janina Conner, telephone 9264 4544.

Table 1: College Profile Matrix (All Delivery)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	0	0	0	0	**0**
01B	Visual and Performing Arts	1,250	9,930	9,000	0	**20,180**
01C	Design	0	0	0	0	**0**
02A	Automotive	15,700	10,000	0	0	**25,700**
03A	Building and Constructions	16,100	69,192	18,000	0	**103,292**
03B	Surveying and Building	0	0	0	0	**0**
04A	Community Service Workers	9,950	15,130	7,700	2,900	**35,680**
04B	Education and Childcare	3,700	0	53,270	8,650	**65,620**
04C	Health	0	500	2,000	5,438	**7,938**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	3,500	0	0	**3,500**
06A	Food Trades and Processing	0	0	0	0	**0**
07A	Clothing Footwear and Soft Furnishings	0	0	0	0	**0**
07B	Furniture Manufacture	0	0	0	0	**0**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	11,500	0	**11,500**
09B	Metal and Mining	87,950	46,060	5,140	0	**139,150**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	5,910	2,410	3,000	0	**11,320**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	2,000	6,100	1,500	0	**9,600**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	8,580	2,250	0	0	**10,830**
12B	Retail	0	0	0	0	**0**
13A	Cooking	4,000	6,800	500	0	**11,300**
13B	Hospitality	0	4,670	1,500	700	**6,870**
13C	Tourism	0	2,000	350	0	**2,350**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	4,910	0	1,400	0	**6,310**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	49,970	0	0	0	**49,970**
16A	Accounting and Other Business Services	0	0	0	10,000	**10,000**
16B	Management	0	0	9,700	33,160	**42,860**
16C	Office and Clerical	23,980	22,390	14,700	0	**61,070**
17A	Computing	1,640	3,500	8,150	300	**13,590**
18A	Science and Technical Workers	1,000	190	15,100	9,000	**25,290**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	31,350	1,000	0	**32,350**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	24,640	0	0	**24,640**
	Total	**236,640**	**260,612**	**163,510**	**70,148**	**730,910**

College Profile Matrix (Hinterland - Remote Loading)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	0	0	0	0	**0**
01B	Visual and Performing Arts	1,250	9,930	9,000	0	**20,180**
01C	Design	0	0	0	0	**0**
02A	Automotive	15,700	10,000	0	0	**25,700**
03A	Building and Constructions	16,100	69,192	18,000	0	**103,292**
03B	Surveying and Building	0	0	0	0	**0**
04A	Community Service Workers	9,950	15,130	7,700	2,900	**35,680**
04B	Education and Childcare	3,700	0	53,270	8,650	**65,620**
04C	Health	0	500	2,000	5,438	**7,938**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	3,500	0	0	**3,500**
06A	Food Trades and Processing	0	0	0	0	**0**
07A	Clothing Footwear and Soft Furnishings	0	0	0	0	**0**
07B	Furniture Manufacture	0	0	0	0	**0**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	11,500	0	**11,500**
09B	Metal and Mining	87,950	46,060	5,140	0	**139,150**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	5,910	2,410	3,000	0	**11,320**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	2,000	6,100	1,500	0	**9,600**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	8,580	2,250	0	0	**10,830**
12B	Retail	0	0	0	0	**0**
13A	Cooking	4,000	6,800	500	0	**11,300**
13B	Hospitality	0	4,670	1,500	700	**6,870**
13C	Tourism	0	2,000	350	0	**2,350**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	4,910	0	1,400	0	**6,310**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	49,970	0	0	0	**49,970**
16A	Accounting and Other Business Services	0	0	0	10,000	**10,000**
16B	Management	0	0	9,700	33,160	**42,860**
16C	Office and Clerical	23,980	22,390	14,700	0	**61,070**
17A	Computing	1,640	3,500	8,150	300	**13,590**
18A	Science and Technical Workers	1,000	190	15,100	9,000	**25,290**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	31,350	1,000	0	**32,350**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	24,640	0	0	**24,640**
	Total	**236,640**	**260,612**	**163,510**	**70,148**	**730,910**

Table 2: Training Delivery Ceilings

	SCH
Ceiling for profile-funded VET for Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**44,400**
Ceiling for profile-funded VET for Non Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**2,220**
Ceiling for profile-funded Institutional delivery in prisons Delivery must be recorded against a prison training provider location (campus) code.	**17,728**
Ceiling for profile-funded Institutional delivery in certificate I and below courses Certificate I and below is defined as delivery against qualifications/courses with ASCED level of Education Id greater than or equal to 524.	**172,892**

Table 3: MLCR Matrix (2007 Benchmark Data)

Industry Group		MLCR State Average	MLCR College Actual	
01A	Recreation Sports and Entertainment	79%	0%	
01B	Visual and Performing Arts	78%	64%	
01C	Design	70%	0%	
02A	Automotive	91%	89%	
03A	Building and Constructions	88%	84%	
03B	Surveying and Building	67%	0%	
04A	Community Service Workers	79%	91%	
04B	Education and Childcare	75%	88%	
04C	Health	79%	86%	
04D	Library Workers	84%	0%	
05A	Finance Insurance Property Service Workers	77%	100%	
06A	Food Trades and Processing	89%	0%	
07A	Clothing Footwear and Soft Furnishings	75%	0%	
07B	Furniture Manufacture	80%	0%	
08A	Communications	0%	0%	
08B	Printing & Publishing	82%	0%	
09A	Engineering and Drafting	71%	84%	
09B	Metal and Mining	87%	95%	
10A	Animal Care	77%	0%	
10B	Forestry, Farming and Landcare	84%	91%	
10C	Fishing	81%	0%	
10D	Horticulture	81%	92%	
11A	Process Manufacturing	96%	0%	
12A	Personal Service	82%	91%	
12B	Retail	76%	0%	
13A	Cooking	78%	78%	
13B	Hospitality	77%	87%	
13C	Tourism	77%	94%	
13D	Travel agents	70%	0%	
14A	Transport Trades, Storage and Associated	88%	98%	
15A	Electrical and Electronic Engineering	62%	0%	
15B	Electrical Trades	88%	96%	
16A	Accounting and Other Business Services	67%	62%	
16B	Management	66%	81%	
16C	Office and Clerical	68%	75%	
17A	Computing	59%	59%	*
18A	Science and Technical Workers	79%	87%	
19A	ACE	0%	0%	
19B	Adult Literacy/ESL	46%	22%	*
19C	Languages	73%	0%	
19D	Miscellaneous	39%	0%	
19E	Targetted Access and Participation Courses	70%	66%	

Table 4: Funding for College Training Profile

Student Curriculum Hours (SCH)	730,910
Teaching Hours (TH)	87,534
Marginal Unit cost (for use in refund calculation)	
Employment Based Training	$16.32
Institutional Based Training	$15.55
Lecturing Staff	
Salaries Funding	$7,240,953
Remote / Regional Loadings	$1,448,191
Total Funding for Lecturing Staff	**$8,689,143**
Academic Support Staff	
Salaries Funding	$706,913
Remote / Regional Loadings	$176,728
Total Funding for Academic Support Staff	**$883,642**
Program Management Staff	
Salaries Funding	$750,754
Remote / Regional Loadings	$150,151
Total Funding for Program Management	**$900,905**
Non-teaching Staff	
Step 1	$1,288,750
Step 2	$477,625
Step 3	$518,205
Remote / Regional Loadings	$456,916
Total Funding for Non-Teaching Staff	**$2,741,496**

Consumables

Consumables	$368,642
Remote / Regional Loadings	$73,728
Total Funding for Consumables	**$442,370**

Fixed, Indirect and Semi-variable Costs

Fixed Costs	$3,098,746
Indirect Costs	$54,068
Fixed Component of Semi-variable costs	$399,692
Variable Component of Semi-variable costs	$401,240
Lease costs	$67,169
Capped costs	$322,210
Total Funding for Fixed, Indirect and Semi-Variable Costs	**$4,343,125**

Capital-related items

Minor Works	$96,654
Equipment	$339,924
Maintenance	$425,746
Total Funding for Capital-related Items	**$862,324**

Community Service Obligations and Additional Items

Support for Students with Disabilities	$85,626
GROH	$2,691,000
Indigenous Funding	$471,848
Technology Infrastructure Replacement Strategy	$264,795
Walkington Library	$201,497
Additional Program Managers Funding	$200,000
Walkington Theatre	$195,376
Duty of Care Funding Allocation	$155,052
Trade Lecturer Salary Funding in Specific Skill Shortage Areas	$115,867
Interest & Other Finance Costs (Debt Servicing)	$112,130
Aboriginal Culture and Languages	$85,000
State Training Quality Committee Funding	$79,410
Funding for Travel Allowance	$56,729
Mobile Training Facility	$50,000
School Student Resource Fees	$40,896
AQTF Systems Development and Implementation	$33,457
Once-Off Funding for Special Projects	$30,000
SAL Coordination Support	$25,000
Compaction of salary grades	$23,879
Remote Allowance	$20,000
Welcome to Hedland	$15,000
Thin Market Loading for Apprenticeships	$13,299
Shared Services Savings in Advertising due to web-based job advertising	-$18,000
Shared Services Efficiencies - Salary	-$32,957
Shared Services Efficiencies - phase 1 (Savings from Existing and New Common Use Contracts)	-$92,376
Retention Funding Adjustment	-$107,674
Shared Services Efficiencies - Non Salary Items	-$114,076
Shared Services Efficiencies - phase 2 (Savings from Existing and New Common Use Contracts)	-$118,157
Budget adjustment - travel, advertising and consultants	-$119,390
Communication System Upgrade	-$327,000

Efficiency Dividend	-$509,891
Total Funding for CSOs and Additional Items	**$3,526,341**
LESS Tuition Fee Revenue	**-$602,270**
TOTAL FUNDING	**$21,787,076**

Table 5: Funded ASL, Principal Lecturer and Salary Maintenance positions

Lecturer Type	Name	Funding	FTE	Salary
ASL1	Profile proportion of Lecturers Certified Agreement quota		18.50	$1,278,110
Funding (incl on-cost @ 13.84%)		**$1,455,000**	**18.50**	
ASL2	Profile proportion of Lecturers Certified Agreement quota		9.20	$657,864
Funding (incl on-cost @ 13.84%)		**$748,913**	**9.20**	
PL	Profile proportion of Lecturers Certified Agreement quota		2.50	$186,048
Funding (incl on-cost @ 13.84%)		**$211,796**	**2.50**	

Total Funding (incl on-cost @ 13.84%) **$2,415,709**

Table 6: Industry Groups subject to Hard Ceilings

Industry Group	
01B	Visual and Performing Arts
16B	Management
19B	Adult Literacy/ESL
19D	Miscellaneous

Table 7: Apprenticeships subject to 'thin markets' loading

Apprenticeship
HAIRDRESSER

Table 8: Special Terms and Conditions Under Clause 28

a) Funds provided for the Technology Infrastructure Replacement Strategy are to be used for the purpose approved by the Department. The Provider is to submit an acquittal statement for the expenditure of these funds each year. A refund will be payable or future funding allocations may be reduced where the acquitted expenditure over two years is less than the funding provided.

b) To support Recognition of Prior Learning (RPL) delivery the Provider will:

• Nominate a single contact point for RPL referrals from the Career Development Centre (CDC). Implementation of the 'One-Stop-Shop / Referral Centre' through the CDC will require a single contact point within each Provider to enable a seamless experience for the applicant and a streamlined RPL process for both the Provider and the CDC;

• Offer candidates referred from the CDC an interview within 10 working days of the referral;

• Ensure that correct coding is used to enable all RPL activity to be captured as RPL

• Aim to grow RPL delivery above the level reported in 2008; and

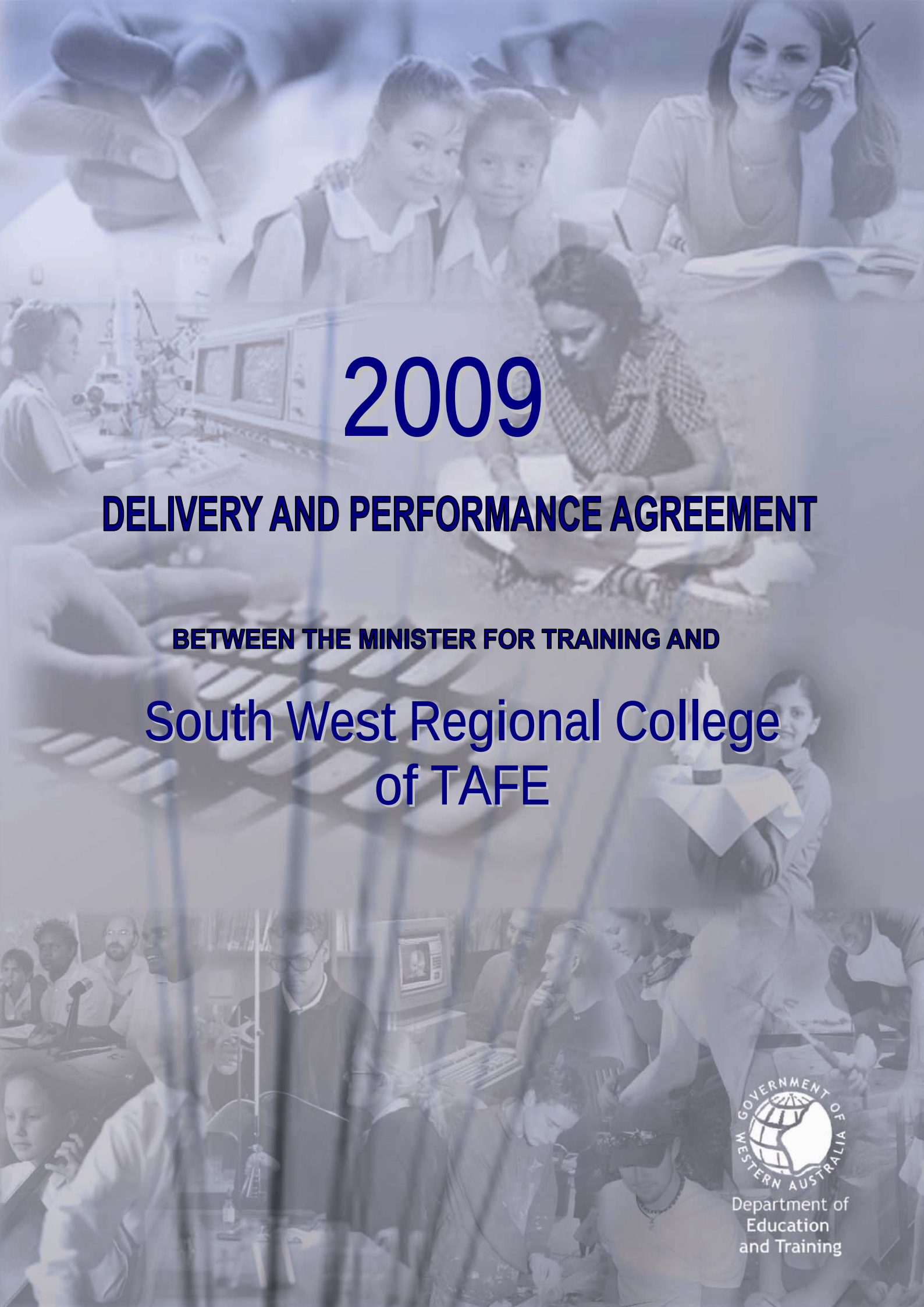
• Increase Scope of Registration for Trade Skills Recognition (TSR).

Table 9: Skill Shortage Matrix

Wadt Group	Apprentices and Trainees	Skill Shortage Institutional	General Institutional	Total SCH
01A Recreation Sports and Entertainment	0	0	0	0
01B Visual and Performing Arts	1,250	0	18,930	20,180
01C Design	0	0	0	0
02A Automotive	15,700	0	10,000	25,700
03A Building and Constructions	16,100	0	87,192	103,292
03B Surveying and Building	0	0	0	0
04A Community Service Workers	9,950	4,800	20,930	35,680
04B Education and Childcare	3,700	26,050	35,870	65,620
04C Health	0	7,438	500	7,938
04D Library Workers	0	0	0	0
05A Finance Insurance Property Service Workers	0	0	3,500	3,500
06A Food Trades and Processing	0	0	0	0
07A Clothing Footwear and Soft Furnishings	0	0	0	0
07B Furniture Manufacture	0	0	0	0
08A Communications	0	0	0	0
08B Printing & Publishing	0	0	0	0
09A Engineering and Drafting	0	0	11,500	11,500
09B Metal and Mining	87,950	0	51,200	139,150
10A Animal Care	0	0	0	0
10B Forestry, Farming and Landcare	5,910	1,000	4,410	11,320
10C Fishing	0	0	0	0
10D Horticulture	2,000	0	7,600	9,600
11A Process Manufacturing	0	0	0	0
12A Personal Service	8,580	0	2,250	10,830
12B Retail	0	0	0	0
13A Cooking	4,000	0	7,300	11,300
13B Hospitality	0	700	6,170	6,870
13C Tourism	0	0	2,350	2,350
13D Travel agents	0	0	0	0
14A Transport Trades, Storage and Associated	4,910	0	1,400	6,310
15A Electrical and Electronic Engineering	0	0	0	0
15B Electrical Trades	49,970	0	0	49,970
16A Accounting and Other Business Services	0	10,000	0	10,000
16B Management	0	4,800	38,060	42,860
16C Office and Clerical	23,980	0	37,090	61,070
17A Computing	1,640	1,500	10,450	13,590
18A Science and Technical Workers	1,000	23,000	1,290	25,290
19A ACE	0	0	0	0
19B Adult Literacy/ESL	0	0	32,350	32,350
19C Languages	0	0	0	0
19D Miscellaneous	0	0	0	0
19E Targetted Access and Participation Courses	0	0	24,640	24,640
Total	236,640	79,288	414,982	730,910

Table 10: Benchmarks for Training in Skill Shortage and Other Priority Areas

	2007 Actual	2009 Planned
Employment-based Training (Benchmark: TRS Commencements)		
TRS Commencements	315	425
Student Curriculum Hours	175,462	236,640
Institutional Skill Shortages (Benchmark: Course Enrolments)		
Course Enrolments*	448	424
Student Curriculum Hours*	83,824	79,288
*Note: both years are calculated using the PPP Skill Shortage List		
Indigenous Cert III+		
Course Enrolments	438	436
Indigenous Regional		
Course Enrolments	1,615	1,822
Disability		
Course Enrolments	255	206
15-19		
Course Enrolments	1,346	1,450
Certificate IV and Above		
Course Enrolments	767	777
Student Curriculum Hours	138,441	140,178



2009

DELIVERY AND PERFORMANCE AGREEMENT

BETWEEN THE MINISTER FOR TRAINING AND

South West Regional College of TAFE

GOVERNMENT OF WESTERN AUSTRALIA

Department of Education and Training

TABLE OF CONTENTS

SECTION I ABOUT THIS AGREEMENT 3

1. PARTIES 3
2. INTERPRETATION 3
3. TERM OF THIS AGREEMENT 5
4. SCOPE 5

SECTION II SUMMARY OF ROLES 7

5. ROLE OF THE MINISTER 7
6. ROLE OF THE PROVIDER 7

SECTION III TRAINING DELIVERY 8

7. STUDENT SERVICE STANDARDS 8
8. TRAINING PACKAGES 8
9. INABILITY TO PROVIDE TRAINING SERVICES 9
10. TRAINING ARRANGEMENTS 9
11. ACCESS AND EQUITY 10
12. CONFIDENTIALITY 10
13. TRANSFER OF APPRENTICES AND TRAINEES 10
14. RECOGNITION OF PRIOR LEARNING 10

SECTION IV PAYMENT 11

15. PAYMENT FOR TRAINING SERVICES 11
16. ADDITIONAL TRAINING SERVICES 11

SECTION V MEASURING PERFORMANCE 12

17. RECORD-KEEPING 12
18. AUDITS AND MONITORING VISITS 12
19. STUDENT SURVEYS 12
20. INVALID ENROLMENTS (IE) 13
21. CONTRACT PERFORMANCE CRITERIA 13

SECTION VI FINANCIAL MATTERS 15

22. ALTERNATIVE FUNDING 15
23. TAXES 15

SECTION VII ADMINISTRATION OF THIS AGREEMENT 16

24. APPLICABLE LAW 16
25. VARIATIONS 16
26. SEVERABILITY 16
27. WAIVER 16
28. ENTIRE CONTRACT 16
29. COMPLIANCE WITH LAW 16
30. SPECIAL TERMS AND CONDITIONS 16
31. NOTICES 17
32. SIGNATORIES TO THIS AGREEMENT 18

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE 19

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE 21

1. FUNDING 21
2. PAYMENT SCHEDULE 21
3. REFUND 21

SCHEDULE 3 REPORTING REQUIREMENTS 25

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS 26

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS 28

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK 30

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING 31

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY 32

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT 33

SCHEDULE 10 PROVISION OF ADVICE ON VOCATIONAL EDUCATION AND TRAINING NEEDS FOR 2010-2012 34

SECTION I ABOUT THIS AGREEMENT

1. Parties

This is an Agreement between the Minister for Training ("the Minister") and South West Regional College of TAFE ("the Provider").

2. Interpretation

In this Agreement, unless the context indicates otherwise:

a) headings are for reference only;

b) a reference to a person includes a reference to any corporation or entity that is recognised by law;

c) plural words include the singular and vice versa; and

d) the following terms have specific meanings assigned to them:

"Acquittal Certificate" means a document, issued by the Provider, confirming that both the Minister and the Provider have met all of the terms of this Agreement.

"Agreement" means this document, including any Schedules and Variations.

"Apprentice" means an apprentice or 'industrial trainee' registered in Western Australia in accordance with the *Industrial Training Act* 1975 (WA).

"AQTF" means the Australian Quality Training Framework.

"Credit Transfer" means credit granted to a student for a Unit of Competency achieved through participation in another training program.

"Employment based training" or "EBT" means training delivered to an apprentice or trainee.

"End of Study reporting" means the reporting of module and unit enrolments that end in the collection year and therefore have finalised outcomes.

"Enrolment" means participation with an RTO of a student in learning and/or assessment against a Unit of Competency. A complete definition is available in the WA VET Enrolment Data Standard.

"General Institutional" or "GI" means institutional based training in areas other than Skills Shortage Areas.

"GST" means a tax in the nature of a supply or goods and services tax imposed by the Commonwealth of Australia.

"Industry Group" is a classification, determined by the Minister, of the occupation or outcome that a qualification is intended to serve.

"Institutional based training" or "IBT" means training delivery other than training for an apprentice or trainee.

"Invalid Enrolment" or "IE" refers to an enrolment where the Provider cannot provide proof of student participation as required by the appropriate version of the *Western Australian VET Enrolment Data Standard*.

"Minister" means the Minister for Training, a body corporate as constituted under section 7 of the *Vocational Education and Training Act 1996 (WA).* References to the Minister include a reference to authorised officers of the Western Australian Department of Education and Training.

"Module" means a component of an accredited course against which a student is assessed. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"Notice of Arrangement" is an arrangement defined in the *Acts Amendment (Higher School Leaving Age and Related Provisions) Act 2005* under which a person who has not reached the age of 18, is enrolled in full time accredited training, a gazetted course, an approved combination of education, training and/or employment, becomes an apprentice or trainee or engages in other approved employment.

"Provider" means South West Regional College of TAFE.

"Registered Training Organisation" or "RTO" means a training provider registered with the Training Accreditation Council of Western Australia.

"Recognition of prior learning" or "RPL" is an assessment process resulting in the formal recognition of competencies acquired through formal or informal training, work experience and / or life experience.

"Recognition of current competencies" is an assessment process resulting in the confirmation that a student is currently competent in a Unit of Competency previously attained through training and assessment by an RTO.

"Skills Shortage Areas" are the qualifications identified by the Minister as priority for addressing skills shortage occupations. The qualifications in Skills Shortage Areas are identified in the Course Master file.

"Skills Shortage Institutional" or "SSI" means IBT delivery in Skills Shortage Areas.

"Student" means a person who is provided with Training Services under this Agreement.

"Student Curriculum Hours" or "SCH" means the number of enrolments in a Unit of Competency multiplied by a figure recognised by

the Minister as the weight of that Unit of Competency relative to other Units of Competency.

"TAFEWA College" means a College established under the *Vocational Education and Training Act 1996 (WA).*

"Trainee" means a trainee registered in Western Australia in accordance with the *Vocational Education and Training* Act *1996 (WA).*

"Training Arrangement" means an agreement between the Provider and another person to provide some or all of the Training Services in this Agreement.

"Training Package" means an integrated set of nationally endorsed competency standards, assessment Guidelines and Australian Qualifications Framework (AQF) qualifications for a specific industry, industry sector or enterprise.

"Training Services" means the services listed in Schedule 1.

"Unit of Competency" is a component of a training package qualification against which a student is assessed. A Unit of Competency refers to a discrete workplace requirement and includes the knowledge and skills that underpin competency as well as language, literacy and numeracy; and occupational health and safety requirements. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"VET" means Vocational Education and Training.

"VET Level" is a classification, determined by the Minister, which separates Traineeships and Apprenticeships (Employment Based Training) from other delivery (Institutional Based Training) and sub-divides the latter on the basis of Australian Qualification Framework levels.

3. Term of this Agreement

a) The Agreement will conclude on 31 December 2008 or when the Training Services described under Schedule 1 are completed.

b) The Minister may, within twelve months of signing this Agreement, exercise an option to extend this Agreement.

c) The Minister may extend this Agreement on up to two separate occasions, with the maximum period of each extension being one year.

4. Scope

a) Enrolments will only be funded under this Agreement where they meet the criteria in Schedule 1.

b) Unless expressly stated in Schedule 1, the following categories of Enrolments will not be funded under this Agreement:

i enrolments by students whose primary place of residence is not in Western Australia;

ii enrolments by residents of Christmas Island or Cocos Island;

iii enrolments by students who are neither Australian citizens nor permanent residents of Australia, except where the student is a holder of a visa that entitles the student to enrol in training at the fee rates that apply to publicly funded training (as identified in the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*);

iv higher education programs, including University preparation courses (ie programs whose sole or primary aim is to provide entrance to a university course);

v delivery to secondary school students, unless the delivery is under a Notice of Arrangement;

vi IBT delivery in prisons, or to prisoners;

vii programs classified by the Minister as Adult and Community Education;

viii enrolments in programs that are not accredited by the Training Accreditation Council, or which fall outside of the Provider's scope of registration;

ix credit transfers, exemptions, enrolments for recognition of current competency and exam only enrolments.

SECTION II SUMMARY OF ROLES

5. Role of the Minister

The Minister:

a) agrees to provide the funding described in Schedule 2 in accordance with the Payment Schedule described in Schedule 2;

b) will supply the Provider with details of the process for claiming funding under this Agreement; and

c) is only required to provide funding where the Provider meets all of the terms of this Agreement.

6. Role of the Provider

The Provider:

a) agrees to provide the Training Services described in Schedule 1;

b) will meet all relevant requirements of the AQTF, including registration with the Training Accreditation Council;

c) agrees to submit information to the Minister as described in Schedule 3;

d) agrees to meet all of the terms of this Agreement, and of any other Agreements with the Minister;

e) agrees to repay to the Minister any refund as described in Schedule 2;

f) agrees to collect fees from students in accordance with the most current *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*;

g) will comply with the *Apprenticeships and Traineeships Policy Guidelines* (as issued by the Minister from time to time) including the requirements relating to the implementation of Fast Track Apprenticeships, when providing training to apprentices and trainees;

h) will support the requirement for the State to increase the utilization of publicly funded training infrastructure by making training premises available on a commercial basis for purposes that do not conflict with the Provider's vocational education and training purposes;

i) will submit a revised profile plan at course level for the May and September addendum by 1 May 2009 and 18 September 2009 respectively; and

j) will comply with all other relevant policies and guidelines issued by the Minister.

SECTION III TRAINING DELIVERY

7. Student Service Standards

a) For the Training Services described in Schedule 1, the Provider:

i will ensure that students are given appropriate guidance in relation to the selection of units of competency and that meets the students expected outcomes from the program of study;

ii will ensure that training delivery is consistent with Training Package guidelines, including meeting the criteria for the awarding of qualifications;

iii will ensure that the level of resources, including the actual hours of instruction or other supervised learning modes, that is provided to students reflects the content of the program of study and allows for a successful outcome; and

iv will ensure students enrolling in a course of study outside of the normal full-time admissions process comply with the minimum entrance requirements policy.

8. Training Packages

a) Unless otherwise agreed, where:

i a Training Package has been approved for public funding in Western Australia, and

ii the Purchasing Guide (formerly known as Implementation Guide) for the Training Package indicates that the Package covers one or more of the Training Services in Schedule 1,

the Provider must use only qualifications from this Training Package when providing those Training Services to new students.

b) Existing students studying superseded courses should be encouraged to transfer into the equivalent training package qualification as soon as possible. Existing students must be given the option to complete the course or qualification in which they are currently enrolled if transition to the new or equivalent qualification will cause disadvantage in increased nominal hours or cost. New students must be enrolled in the new or equivalent training package qualification within 12 months of final endorsement, provided that a Purchasing Guide is available for implementing the training package. If this requirement cannot be met, approval must be obtained to continue delivering the superseded course or qualification.

9. Inability to Provide Training Services

a) Where the Provider is unable to offer the Training Services described in Schedule 1, the Provider shall:

   i notify the Minister within seven days;

   ii make reasonable efforts to assist students to enrol with an alternative Registered Training Organisation.

b) Where the Provider cannot assist students to enrol with an alternative Registered Training Organisation, the Provider shall notify the Minister within seven days.

c) Where in the opinion of the Minister, the Provider is unlikely to achieve the training targets stated in Schedule 1 by 31 December 2009, the Minister may renegotiate the training targets to reflect targets that can be justified against current enrolments and delivery achieved in previous years.

10. Training Arrangements

a) The Provider may enter into a Training Arrangement, but the Provider remains responsible for ensuring that the terms of this Agreement are met.

b) In particular, the Provider remains responsible for ensuring that the Training Services are delivered in accordance with the AQTF.

c) The terms of a Training Arrangement must be in writing, and must not be inconsistent with this Agreement.

d) The Provider shall pay all costs associated with a Training Arrangement.

e) The Provider shall advise students, prior to the commencement of training services, of the existence of a Training Arrangement.

f) Within fourteen days of signing a Training Arrangement, the Provider shall advise the Minister of:

   i the legal name and business address of the other party to the Training Arrangement; and

   ii the training services covered by the Training Arrangement.

g) Where the other party to the Training Arrangement is a TAFE**WA** College, the Training Arrangement must state that “All delivery covered by this contract is to be reported by the other party to the Department of Education and Training as fee for service activity”.

h) Where the Minister is aware of factors that may affect the capacity of a person to meet their obligations under a Training Arrangement, the Minister may notify the Provider of these factors and / or request an appropriate variation to this Agreement.

11. Access and Equity

a) In providing Training Services, the Provider:

i shall comply with the relevant State and Federal Government anti-discrimination legislation including the *Disability Discrimination Act Education Standards 2005*;

ii shall not use sexist, racist or other language which offends community standards;

iii shall ensure that the learning environment is free from harassment or victimisation;

iv shall not use or promote cultural, racial, disability or gender based stereotypes;

v shall ensure that programs and appropriate venues are accessible to all students; and

vi shall ensure that students are provided with additional support services where required.

12. Confidentiality

a) Unless the Minister provides approval in writing, the Provider may not disclose information acquired in connection with this Agreement to any person.

b) In particular, the Provider shall establish procedures to ensure the confidentiality of all information relating to its students.

c) The Provider shall ensure that its employees, agents and contractors also meet the terms of this clause.

13. Transfer of Apprentices and Trainees

a) The Minister must approve the transfer of an apprentice or trainee between RTOs.

b) In cases where an apprentice or trainee transfers to the Provider, the Minister will not fund the Provider under this Agreement for units of competency that have previously been completed and a statement of attainment has been issued by an RTO.

c) The Provider will comply with procedures for transferring apprentices and trainees that are published by the Minister from time to time.

14. Recognition of Prior Learning

a) Recognition of prior learning must be offered to all (individuals, clients, students, participants) upon enrolment and prior to commencement of formal training delivery. Providers must be able to demonstrate that they

have undertaken processes to encourage the uptake of, and to streamline the delivery of RPL.

SECTION IV PAYMENT

15. Payment for Training Services

a) The Minister will make payments to the Provider, following the process contained in Schedule 2.

b) The Minister may, at any time and without notice, vary the process for making payments contained in Schedule 2.

c) Where the Provider does not meet the terms of this Agreement, the Minister may withhold any funding that would otherwise be payable.

d) Where the Provider owes money to the Minister under a separate Agreement, the Minister may offset this against the amount payable for this Agreement.

e) The Minister will conduct a reconciliation of payments at the end of this Agreement.

f) If, at any time, an overpayment is identified, the Minister shall supply the Provider with an invoice for the amount of the overpayment. The Provider shall repay this amount to the Minister within thirty days.

g) If, at any time, an underpayment is identified, the Minister shall pay this amount to the Provider within thirty days.

16. Additional Training Services

a) Training targets, conditions and funding for additional training services (other than the training services defined in Schedule 1) may be defined in additional schedules to this Agreement.

b) Each category of Training Services will be treated separately for funding, reporting and enrolment purposes.

SECTION V MEASURING PERFORMANCE

17. Record-keeping

a) The Provider shall keep all financial, enrolment and assessment records related to this Agreement in a way that will enable them to be conveniently inspected by the Minister or the Minister's nominee.

b) The Provider shall keep accounting records that allow income related to this Agreement to be identified separately.

c) The Provider shall keep all financial, enrolment and assessment documentation for at least twelve months from the expiry of this Agreement. Under the AQTF, some documents will need to be kept for longer than twelve months.

18. Audits and Monitoring Visits

a) For the purposes of assessing compliance with both the AQTF and the terms of this Agreement, upon giving reasonable notice, the Minister or the Minister's nominee may:

i inspect any records under the Provider's control that relate to this Agreement;

ii inspect the premises used for provision of training services; and

iii meet with the employees, agents, contractors and students of the Provider.

b) Unless otherwise agreed between the Minister and the Provider, audits and monitoring visits will take place during business hours.

c) The Provider shall make every effort to assist the Minister or the Minister's delegate to carry out an audit or monitoring visit.

19. Student Surveys

The Minister or the Minister's nominee may conduct surveys of the students being provided with Training Services under this Agreement.

a) The Provider will supply the Minister with information necessary to effectively conduct a student survey.

b) The Minister may publish the results of student surveys, provided that information is not disclosed that would identify individual students.

20. Invalid Enrolments (IE)

a) Upon request from the Minister, the Provider shall provide evidence to prove student participation in each Enrolment for which funding was claimed.

b) Proof of student participation shall meet the standards contained in the appropriate *Western Australian VET Enrolment Data Standard* version.

c) Proof of student participation shall be retained for at least twelve months, as required by clause 17.

d) Where student participation cannot be substantiated, the Minister may adjust the funding payable under Schedule 2.

21. Contract Performance Criteria

a) The Minister may use the Contract Performance Criteria – Quality of Training, Access and Participation, Outcomes Achieved, and Contract Management - when deciding whether to extend this Agreement, vary this Agreement, and / or enter into future Agreements with the Provider.

b) In assessing 'Quality of Training', the Minister may consider the following factors:

i the outcomes of monitoring visits;

ii feedback from student surveys;

iii for delivery to Apprentices and Trainees, feedback from employer surveys;

iv compliance with the AQTF;

v compliance with relevant policies issued by the Minister; and

vi complaints received from the Provider's students.

c) In assessing 'Access and Participation', the Minister may consider the following factors:

i the proportion of students from equity target groups relative to the proportion these groups represent in the general population; and

ii the profile of enrolments by students from equity target groups across industry groups, qualification levels and employment and institutional based pathways.

d) Equity target groups may be identified by the Minister from time to time and include students from the following groups:

i Indigenous students;

ii Students with a disability;

iii Youth (15 to 19 years);

iv Mature age students (over 45 years)

v Students of diverse cultural and linguistic background; and

vi Women

e) In assessing 'Outcomes Achieved', the Minister may consider the following factors:

i the proportion of students successfully completing each Unit of Competency;

ii the proportion of students successfully completing qualifications at certificate III or above;

iii the proportion of students progressing to further study or employment; and

iv the proportion of students achieving a qualification.

These outcomes will be assessed for the student population as a whole, and for targeted access groups within that population.

f) In assessing 'Contract Management', the Minister may consider the following factors:

i the timeliness of reporting by the Provider including the resulting of all enrolments within seven (7) weeks of the expiry of the enrolment activity end date;

ii the maximization of response rates in reporting, to properly allocate students to correct access and participation groups;

iii proportion of claims for payment with errors identified;

iv proportion of Invalid Enrolments (IE) identified;

v the actual level of training delivery compared to the contracted level of training delivery described in Schedule 1;

vi the actual level of training delivery compared to the benchmarks for priority areas of delivery stated in Schedule 1; and

vii the timeliness with which contractual documents are returned to the Minister.

SECTION VI FINANCIAL MATTERS

22. Alternative funding

a) The Provider confirms that, other than the funds provided in this Agreement, it has not received funding for the delivery to be reported under this Agreement.

b) The Provider shall notify the Minister within fourteen days if it secures funding (either in full or in part) for the delivery to be reported under this Agreement.

c) Upon receiving this notification, the Minister may change the amount payable to the Provider under Schedule 2.

23. Taxes

a) The funding in this Agreement is exclusive of GST.

b) In the event that GST is payable on services provided under this Agreement, the GST will be paid by the Minister upon presentation of a valid Tax Invoice.

c) All other taxes, duties and charges shall be paid by the Provider.

SECTION VII ADMINISTRATION OF THIS AGREEMENT

24. Applicable Law

This Agreement is governed by the law of Western Australia.

25. Variations

a) This Agreement may be varied at any time by a signed written agreement between the Minister and the Provider.

b) In deciding whether to agree to a proposed variation, the Minister will have regard to the Contract Performance Criteria described in clause 21.

26. Severability

Where any part of this Agreement is not enforceable (for whatever reason), it does not form part of the Agreement. All other parts of the Agreement will remain in full force.

27. Waiver

a) A waiver of a party's rights under this Agreement must be in writing and signed by that party.

b) A waiver by a party shall not affect that party's rights in respect of any subsequent breach of the Agreement.

28. Entire Contract

The contract between the Minister and the Provider is contained in this Agreement. No other written or verbal arrangement between the parties will be read into this Agreement.

29. Compliance with Law

In carrying out its duties under this Agreement, the Provider must comply with all applicable laws including the *Working With Children (Criminal Record Checking) Act 2004*.

30. Special Terms and Conditions

Special terms and conditions that apply to this Agreement are stated in Table 8.

31. Notices

a) Notices associated with this Agreement must be in writing and delivered to the following addresses:

i To the Minister

Director
Training Resource Allocation
Western Australian Department of Education and Training
Level 2, 151 Royal Street
EAST PERTH WA 6004
fax: (08) 9264 4281

ii To the Provider

Managing Director
South West Regional College of TAFE
Robertson Drive
BUNBURY WA 6230

b) Either party may change its contact details by providing a notice in writing to the other party.

c) A notice will be considered to have been received:

i two days after being placed in the mail with postage paid;

ii if the notice is being served personally, at the time that the notice was presented;

iii if the notice is being transmitted by fax, at the time that the whole notice has been transmitted from the sending machine and the answer back of the receiving machine has been received; and

iv if the notice is being transmitted by email, one hour after the correctly addressed email was sent.

32. Signatories to this Agreement

Signed on behalf of the Minister for Training by

SIMON WALKER

EXECUTIVE DIRECTOR

PLANNING AND RESOURCES

DEPARTMENT OF EDUCATION AND TRAINING

Acting under delegated authority pursuant to Section 10 of the *Vocational Education and Training Act 1996* in the presence of

Witnessed by: *(Sign)* **Name:** *(Please Print)* **Office**

The Common seal of South West Regional College of TAFE was affixed to this document in the presence of

Chair/Deputy Chair of the College Council
Date

Witnessed by member: *(Sign)* **Name:** *(Please Print)*

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE

1. This Schedule describes the College Training Profile as per Section 42 of the *Vocational Education and Training Act 1996 (WA)*.

2. This Agreement, so far as it relates to the College Training Profile, constitutes a Resource Agreement as per Section 5 of the *Vocational Education and Training Act 1996 (WA)*.

3. The College Training Profile shall be treated as separate from other Training Services detailed in this Agreement.

4. The College Profile Matrix in Table 1 sets out the delivery targets (expressed in Student Curriculum Hours) for each combination of Industry Group and VET Level.

5. The College Training Profile is also presented as a Skills Shortage Matrix in Table 9 which identifies for each Industry Group the delivery targets for:

   - Employment based training;
   - Skills Shortage Institutional training; and
   - General Institutional training.

6. Activity benchmarks relating to the following State and Commonwealth priorities are stated in Table 10. The Minister may use these benchmarks as Contract Performance Criteria for the purpose of clause 21:

   - Employment Based Training commencements;
   - Skills Shortage Institutional training;
   - training places for people with a disability;
   - training places in regional and remote locations for Indigenous Australians;
   - participation by Indigenous Australians at Certificate III level or higher;
   - training places for 15 to 19 years old students; and
   - training at certificate IV and above.

7. The permissible levels of VET for government schools, VET for non-government schools, prisons delivery and delivery in certificate I and below courses are set out in Table 2. The delivery of VET for government schools and non-government schools will be in accordance with the protocol set out in Schedule 4.

8. The delivery of School Based Traineeships and Apprenticeships will be in accordance with the protocol set out in Schedule 5.

9. The delivery of the School Apprenticeship Link program will be in accordance with the protocol set out in Schedule 6.

10. Training services for Recognition of Prior Learning will be delivered and funded in accordance with the policy set out in Schedule 7.

11. Unless prior approval is given by the Minister, the Provider must offer all Apprenticeship programs that it has offered in previous years.

12. The Module Load Completion Rate (MLCR) Matrix is contained in Table 3. The Minister may use the MLCR as a Contract Performance Criteria for the purpose of clause 21. The method of calculating MLCR is defined in the 2009 – 2011 College Planning Guidelines.

13. The delivery of training to prisoners will be in accordance with the protocol set out in Schedule 8.

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE

1. Funding

a) Table 4 details the funding to be provided by the Minister for the delivery of the College Training Profile.

b) The basis of funding Advance Skill Lecturer, Principal Lecturer and Salary Maintenance staff is listed in Table 5.

c) No funding will be provided by the Department of Treasury and Finance to cover the cost of the 27th pay that will occur in 2015. Providers should ensure that appropriate provision is made in the preceding years to cover the cost of the additional pay when it falls due.

2. Payment schedule

a) Subject to the Provider meeting all of the terms in this Agreement, the Minister will pay the Provider in fortnightly disbursements in accordance with a schedule issued by the Minister.

b) The Provider's refund liability will be determined in the second quarter of 2010.

c) If a refund is payable, the Provider will pay the refund by the date stated on an invoice supplied by the Minister.

3. Refund

a) Where the Provider fails to meet the targets in Schedule 1, a refund will be payable to the Minister. In specific circumstances detailed below a credit may be payable to the Provider. The Total Refund is calculated as follows:

Total Refund	=	Refund for EBT, Skills Shortage Institutional and General Institutional
	Plus or Minus	Additional Items Refund or Credit
	Plus or Minus	Fees Refund or Credit
	Minus	EBT Credit
	Minus	Skills Shortage Credit

The Provider is not eligible for additional funding where the EBT and Skills Shortage Credits are greater than the other refund items payable by the Provider.

The following clauses explain the components of the refund calculation.

b) The refund will be calculated separately for each of the following categories of delivery:

- EBT;
- Skills Shortage Institutional (SSI); and
- General Institutional (GI).

The Skills Shortage Matrix (Table 9) defines the **Target SCH** for each of these categories of delivery.

c) The refund for EBT, SSI and GI is calculated as follows:

i **Reported SCH** is sourced from the Provider's final enrolment statistics data submission on an end of study basis. This is determined from the AVETMISS data collection in accordance with the following criteria:

- Fund source Id – State = 10;
- Enrolment category Id = C or S;
- Outcome identifier not 53, 54, 60 or 70; and
- Enrolment activity end date between 1 January 2009 and 31 December 2009;

ii **Validated SCH** are determined by reducing Reported SCH by that portion of the Provider's Invalid Enrolment (IE) rate in excess of three percent;

iii **Funded SCH** are determined by reducing Validated SCH for any delivery that exceeds the agreed tolerances for profile management (see below);

iv **Shortfall SCH** is determined by subtracting Funded SCH from Target SCH; and

v A **Shortfall Refund** is calculated for each category of delivery as: **Shortfall SCH x Unit cost.**

d) The Unit Cost for EBT delivery and IBT delivery is stated in Table 4.

e) Funded SCH for EBT is calculated by assessing the Provider's total Validated SCH for EBT against the Provider's total Target SCH for EBT. The following rules apply to the calculation of Funded SCH for EBT delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for EBT delivery above the Target SCH will create an **EBT Credit** calculated on the Unit Cost for Employment Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

f) Funded SCH for Skills Shortage Institutional is calculated by assessing the Provider's total Validated SCH for Skills Shortage Institutional against

the Provider's total Target SCH for Skills Shortage Institutional. The following rules apply to the calculation of Funded SCH for Skills Shortage Institutional delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for Skills Shortage Institutional delivery above the Target SCH will create a **Skills Shortage Credit** calculated on the Unit Cost for Institutional Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

g) Funded SCH for General Institutional is calculated by assessing the Provider's Validated SCH for General Institutional in each Industry Group against the Target SCH for General Institutional.

h) The following General Institutional SCH are excluded from Funded SCH for General Institutional:

i Any Validated SCH above 500 SCH for an Industry Group which contains no Institutional target;

ii Any Validated SCH above the target for General Institutional training in an Industry Group that is subject to a 'hard' ceiling as set out in Table 6;

iii Any Validated SCH above the target for General Institutional training in certificate I and below courses as set out in Table 2; and

iv Any Validated SCH in Industry Groups without a 'hard' ceiling, where delivery exceeds the target for General Institutional by more than 20,000 SCH.

i) An **Additional Items Refund** is calculated on each of the following:

i VET for government schools IBT delivery above the level stated in Table 2;

ii VET for non-government schools IBT delivery above the level stated in Table 2;

iii VET for government or non-government school students IBT delivery in courses and qualifications excluded from this delivery under the protocol in Schedule 4;

iv IBT delivery to prisoners above the level stated in Table 2;

v Funding provided for GROH housing in excess of actual expenditure acquitted by the Provider; and

vi Funding provided for specific projects in excess of actual expenditure acquitted by the Provider.

j) An adjustment is made to the Additional Items Refund to ensure that this refund is not calculated on SCH that has been excluded from Funded SCH under sub clause 3 h).

k) The Additional Items Refund may include funds provided for maintenance, minor works, equipment and the Technology Infrastructure Replacement Strategy in excess of the actual expenditure acquitted by the Provider against approved expenditures;

l) An Additional Items Credit will apply if funding provided for GROH housing is less than actual expenditure acquitted by the Provider.

m) A Fees Refund is calculated as the funding for resource fees associated with delivery to school students in excess of the funding justified against the SCH delivered in accordance with this Agreement.

n) A Fees Credit will apply if the funding for resource fees associated with delivery to school students is less than the funding justified against the SCH delivered in accordance with this Agreement.

o) A Refund will be calculated for Certificate IV and above traineeship training for students registered as Productivity Places Existing Worker Trainees on the Training Record System. The Refund will be calculated by comparing the profile funding for this delivery with the Claimable Funding calculated as follows:

   i Validated SCH for each Industry Group is multiplied by the relevant funding rate (as issued by the Minister) for Productivity Places Existing Worker Traineeship training to determine Claimable Funds; and

   ii An Additional Items Refund is calculated as the profile funding that is in excess of the Claimable Funds.

SCHEDULE 3 REPORTING REQUIREMENTS

On the following dates, the Provider will supply the Minister with data files that meet the requirements of the current version of the *Western Australian VET Enrolment Data Standard.*

College Training Profile Reporting Requirements

2009		
Date	**Status**	**Files Required**
16 January 2009	Preliminary reporting point for full year 2008 collection	Full set of validated NAT files (NAT00010 – NAT00130)
20 February 2009	Final formal reporting point (full year 2008) including all module outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)
17 April 2009	First Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
7 August 2009	Second Monitoring Point (Mid-Year) for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
6 November 2009	Third Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
2010		
15 January 2010	Preliminary Reporting Point for full year 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
19 February 2010	Final formal reporting point for 2009 including all outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)

When submitting these files, the Provider will confirm in writing that all records are accurate.

Where the Provider uses the College Management Information System (CMIS), they shall be entitled to the same set of services as currently provided to all providers in the TAFE**WA** College Network.

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS

The aim of this protocol is to ensure the most efficient and effective use of public resources in the implementation of the VET in schools initiative. The Refund provisions in Schedule 2 identify the circumstances where a refund is payable for a breach of this protocol.

VET in Schools programs allow students studying towards the Western Australian Certificate of Education to gain a partial or complete VET qualification. Profile funded VET in schools is a targeted program that aims to enhance existing VET in Schools delivery by providing:

- a pathway to higher level qualifications;
- training that is not within the scope of registration of an RTO school; and/or
- access to equipment and expertise not available in the school context.

Profile funded VET in schools is available for both government and non-government schools subject to the following conditions:

VET in government schools

Profile funding for VET in government schools is subject to the following conditions:

a) the students must be enrolled at a government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training effort is consistent with:
- the strategic priorities as outlined in the State Training Profile; and
- Education District planning priorities;

g) VET in government schools is not to include delivery in courses or qualifications classified in the industry groups 19A to 19E. However, delivery in the following qualifications is permitted:
- Certificate of Applied Vocational Study Skills (CAVSS) provided the delivery is in accordance with the CAVSS Protocol; and
- Certificate I in Leadership Development;

h) VET in government schools is not to include delivery at certificate I in the following industry groups;

16A Accounting and Other Business Services;
16C Office and Clerical; and
17A Computing.

VET in non-government schools

Profile funding for VET in non-government schools is subject to the following conditions:

a) the students must be enrolled at a non-government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in non-government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training delivery is in accordance with a plan of courses or qualifications submitted by the Provider and approved by the Minister. The training is to relate to skills shortage areas.

Reporting VET in schools

Note that delivery within the following categories is not included in the ceiling on VET in government and non-government schools:

- School Based Apprenticeships and Traineeships (SBA and SBT);
- School Apprenticeship Link (SAL) delivery; and
- delivery to a student enrolled under a Notice of Arrangement is not VET in Schools because the student has "left" school.

Profile funded VET in schools delivery should be included in the Provider's profile funded training and reported via AVETMISS and student enrolments must be flagged as VET in Schools enrolments as follows:

Type of Student:	VET for Schools
Training type:	O
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	Yes

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

No fees or charges, including resource, tuition and enrolment fees are to be applied to students enrolled in profile funded VET in Schools (Refer to the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*).

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS

School-based Apprenticeships and Traineeships provide an opportunity for full time secondary students enrolled in school to begin preparing themselves for a career. They allow students studying towards the Western Australian Certificate of Education to gain a nationally recognised vocational education and training qualification.

Public funding for School-based Apprenticeships and Traineeships training:

- may be utilised for the component of training delivered and assessed by the Provider;
- is available to students enrolled in both government and non-government schools;
- is to be achieved within the overall bottom line employment based delivery targets established for the Provider; and
- must be in accordance with the Guidelines and Working Principles for School-based Apprenticeships and Traineeships in Western Australia and the Apprenticeship and Traineeship Policy Guidelines.

School-based Apprenticeship and Traineeship delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be coded as follows:

Type of Student:	School based apprenticeship
Training type:	A
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

Type of Student:	School based traineeship
Training type:	T
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

** Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource, tuition and enrolment fees, are to be applied to students enrolling in School Based Apprenticeships and Traineeships.

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK

The School Apprenticeship Link (SAL) program supports the achievement of the Government's targets for employment based training and school retention. The approach is aimed at increasing young people's participation in education, employment and training and in particular in achieving a successful transition from school to an apprenticeship.

SAL is a school-based transition program delivered by a RTO and available for students in Years 11 and 12. There are two SAL options in various trades; a two semester family of trades program and a three semester trade specific pre-apprenticeship.

The SAL Family of Trades model allows students to experience a range of trades within an industry to assist them in making an informed choice when selecting their apprenticeship.

The SAL Pre-Apprenticeship model accommodates students who are clear on the trade they want to undertake and provides for direct credit on entry into an apprenticeship. SAL Pre-Apprenticeships are identical to mainstream pre-apprenticeships.

SAL placements funded at each college are determined by the Department. The Department allocates funded places for both Government and non-Government schools. Providers must seek approval from the Department for any change in the number of SAL places.

Profile funded SAL delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be codes as follows:

Type of Student:	School apprenticeship link
Course	Appropriate SAL qualification
Training type:	P
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource and course fees are to be applied to students enrolled in profile funded SAL programs.

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING

This policy applies to all publicly funded RPL assessments.

Policy:

1. The Minister will fund the student curriculum hours (SCH) associated with RPL assessments at the same rate as other forms of training delivery.
2. Excessive reporting of Unsuccessful RPL will be monitored and, if necessary, funding constraints may be applied to future Delivery and Performance Agreements.
3. The SCH associated with the RPL assessments for any one client each semester should not exceed the SCH required for a full qualification. RPL reported for each client will be monitored and funding constraints may be applied to future Delivery and Performance Agreements where excessive RPL has been reported for a client.
4. Fee for Service arrangements should be established where the aim of a RPL process is to:
    a) prepare school teachers to deliver VET qualifications; or
    b) assess the competencies of a government employee, where those competencies form part of the government agency's conditions of employment, or are a requirement for promotion.

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY

In support of the National Strategy for Vocational Education and Training for Adult Prisoners and Offenders in Australia, the Department of Corrective Services (DCS) and the Department of Education and Training, in liaison with Providers, are developing a joint planning process and standard protocols for prison based delivery. The aim is to establish a framework for the provision of high standard vocational education and training for offenders in WA prisons.

As an initial step in the on-going process of developing cooperative working arrangements between Providers and the DCS, the following protocols will apply in 2009:

- The Provider will develop planned prison delivery in consultation with DCS;
- The Provider will work with DCS in the development of mutually agreed business rules for delivery in a prison. Once agreed, these business rules will form the basis of a memorandum of understanding between the Provider and DCS;
- The Provider will keep DCS informed of the actual delivery through regular reports and meetings; and
- The Provider gives permission for the Department releasing information to DCS on the Provider's actual and planned delivery across all years associated with prisoners. Such information is not to include individual student information.

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT

This protocol provides a basis for the use and evaluation of professional development (PD) funded through the STQC program. STQC funded PD activities must be additional to core PD activities.

The Minister will provide the STQC funding as identified in Table 4, subject to the submission of an acceptable PD Plan. The provider will be required to repay any STQC funds that have not been spent on approved PD activities.

The purpose of these guidelines is:

- To provide information on the requirements and content of the annual PD Plan and report to be submitted to the VET Programs and Development Branch of the Department for STQC funded PD activities.
- To ensure there is a strong focus on teaching, learning and assessment of lecturers, it will be necessary to develop strategies for the maximum number of practitioners to benefit from the funding recognising that there is a mutual responsibility for colleges to provide opportunities for PD.
- To ensure there is clear evidence in the reporting process that learning and development activities are producing measurable improvements in the quality of teaching, learning and assessment in TAFEWA

Requirements

The Provider shall develop, submit and implement an annual PD Plan that;

- aligns with STQC's key directions for the current calendar year. These directions will be supplied by the VET Programs and Development Branch of the Department.
- demonstrates how STQC funding is providing PD opportunities over and above existing and on-going PD.
- Clearly identifies:
    - programs/initiatives/projects/courses funded by STQC which will take place
    - how PD activities will be organised
    - how the success of the activities will be monitored and measured with evidence of improved teaching, learning and assessment practices.

The Provider shall submit an annual report for the calendar year that includes;

- details of the programs/ initiatives/projects/ courses funded by STQC with a demonstration of how this funding provided PD support over and above on-going PD
- an evaluation, including performance indicators, of the effectiveness of the STQC funding support, and if appropriate a rationale for adjustments to original plan
- an acquittal statement of how the funds have been allocated, signed by the Managing Director, showing funds expended on the program in the annual PD Plan.

TIMELINE

Submit PD Plan	Last Friday in February
Submit annual report	First Friday in December

SCHEDULE 10 PROVISION OF ADVICE ON VOCATIONAL EDUCATION AND TRAINING NEEDS FOR 2010-2012

The Department will fund the Provider for the provision of advice on regional training needs. The information provided is used by the Department to:

- provide input to the State Training Plan;
- identify new and emerging regional training needs and opportunities and the Provider's response;
- identify regional developments at community and industry level that are producing challenges that cannot be met by the Provider due to resource or capability constraints;
- identify training opportunities that would be better addressed through other funding programs; and
- respond to requests for advice, both from within and outside the Department.

Funding

Funding of $30,000 will be paid to the Provider in 2009 for the provision of VET advice relevant to the South West region:

The information and advice required by the Department is outlined below. Funding will be paid in fortnightly installments.

The Department reserves the right to suspend fortnightly payments if the information is not provided by Friday 15 May 2009 or is of a standard that is not considered acceptable (for example, information is insufficient, inadequate, unusable or unreliable).

The Provider may also be required to repay any funds that have not been fully expended for the approved purpose by 31 December 2009.

Report Format and Timelines

The Department will provide a template for the provision of the regional advice identified below. Information should be submitted electronically.

The Provider is required to submit the required information by Friday 15 May 2009.

The Department may seek clarification in relation to various aspects of the information supplied by the Provider.

THEMES	INFORMATION TO BE INCLUDED
1. Strategic priorities of the Provider	a) Identify the College's medium to long term strategic directions and priorities. b) Identify how the College's medium to long term strategy directions and priorities are aligned or consistent with priorities identified by the State Training Board. c) Identify key actions to address the Colleges' medium to long term strategic directions and priorities.
2. Key community developments	a) Identify key community developments impacting on the region, such as demographic changes, changes in population distribution, trends in employment or unemployment. b) Identify the College's current or planned response to key community developments identified in 2(a).
3. Key regional developments	a) Identify key regional developments (e.g. new resource and construction projects), companies involved, and specific location. b) Identify the College's current or planned response to key regional developments identified in 3(a). Please include reference to partnerships with companies, schools, RTOs or Government agencies, where relevant.
4. Indigenous engagement, training and employment	a) Identify current programs available in the region to support Indigenous people in their transition from school to training to employment (including initiatives associated with retention, completion and progression to higher level qualifications). b) Identify new programs, initiatives or opportunities either planned or required to support Indigenous students and improve their transition from school to training to employment and achievement of higher level qualifications.
5. Current skill shortages	a) Identify current key skill shortages in the region by occupation and the qualification relevant to each skill or occupational shortage. b) Identify any specific programs or initiatives identified or required by the College to respond to current key skills shortages identified in 5(a).
6. Training needs that the Provider is having difficulty meeting	a) Identify any training needs the College is having difficulty meeting (e.g. these needs may relate to community or regional developments, specific qualifications, occupations or other issues such as the needs of specific disadvantaged groups, VET in Schools, Indigenous delivery and support, RPL, retention and completion issues, delivery of apprenticeships and higher level qualifications, training for existing workers). b) Identify any issues (such as staffing or

	infrastructure) that are affecting the College's capacity to respond to the training needs identified in 6(a).
7. Key challenges faced by the region in terms of the availability and provision of skills in the future	Identify the challenges faced by the region in the future in terms of ensuring a supply of appropriately skilled workers.
8. Growth in demand for VET	Identify occupations where the demand for VET is expected to increase over the next three years.
9. Falling demand for VET	Identify occupations when the demand for VET is likely to decline over the next three years.
10. Factors affecting delivery in remote locations	a) Identify difficulties associated with responding to training requirements in the region's remote locations. b) Identify actual or planned initiatives that have been developed or identified in response to the difficulties identified in 10(a).

Other Reports

From time to time throughout 2009 the Department may require advice on regional training needs in response to requests for specific information or to assist in the development of system-wide responses to training issues.

Report Submission and Contact Details

The report should submitted to the following email address: janina.conner@det.wa.edu.au.

Further information is available from Dr Janina Conner, telephone 9264 4544.

Table 1: College Profile Matrix (All Delivery)

	Industry Group	*Apprentices and trainees*	*Certificate I and II*	*Certificate III and IV*	*Diploma+*	*Total*
01A	Recreation Sports and Entertainment	285	5,300	49,971	0	**55,556**
01B	Visual and Performing Arts	0	0	45,097	4,803	**49,900**
01C	Design	0	0	8,650	0	**8,650**
02A	Automotive	73,452	25,550	0	0	**99,002**
03A	Building and Constructions	103,620	48,957	1,500	2,884	**156,961**
03B	Surveying and Building	0	0	46,950	7,000	**53,950**
04A	Community Service Workers	1,960	12,326	61,303	0	**75,589**
04B	Education and Childcare	9,200	0	117,295	20,000	**146,495**
04C	Health	2,945	0	15,100	35,000	**53,045**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	1,500	4,295	0	0	**5,795**
06A	Food Trades and Processing	2,400	11,980	2,970	0	**17,350**
07A	Clothing Footwear and Soft Furnishings	0	1,823	7,677	0	**9,500**
07B	Furniture Manufacture	16,700	7,700	4,500	0	**28,900**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	300	30,114	**30,414**
09B	Metal and Mining	83,902	29,800	6,950	5,880	**126,532**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	1,019	26,564	29,335	481	**57,399**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	6,539	16,231	12,791	528	**36,089**
11A	Process Manufacturing	23,950	6,108	14,364	178	**44,600**
12A	Personal Service	19,100	4,020	28,529	0	**51,649**
12B	Retail	1,300	10,500	0	0	**11,800**
13A	Cooking	22,800	3,250	7,700	0	**33,750**
13B	Hospitality	500	0	15,673	4,227	**20,400**
13C	Tourism	1,200	5,148	6,119	12,433	**24,900**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	0	0	0	**0**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	50,944	6,900	0	0	**57,844**
16A	Accounting and Other Business Services	500	0	50,000	6,000	**56,500**
16B	Management	0	0	44,000	7,000	**51,000**
16C	Office and Clerical	4,000	73,165	49,200	0	**126,365**
17A	Computing	2,000	800	47,000	4,000	**53,800**
18A	Science and Technical Workers	480	959	35,592	20,218	**57,249**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	36,653	52,249	0	**88,902**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	1,750	27,850	0	0	**29,600**
	Total	**432,046**	**365,879**	**760,815**	**160,746**	**1,719,486**

College Profile Matrix (Major Regional Centre - Regional Loading)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	285	5,300	49,971	0	**55,556**
01B	Visual and Performing Arts	0	0	14,408	4,803	**19,211**
01C	Design	0	0	8,650	0	**8,650**
02A	Automotive	73,452	25,550	0	0	**99,002**
03A	Building and Constructions	103,620	43,429	1,500	2,884	**151,433**
03B	Surveying and Building	0	0	46,700	7,000	**53,700**
04A	Community Service Workers	0	7,674	29,539	0	**37,213**
04B	Education and Childcare	0	0	44,195	6,000	**50,195**
04C	Health	2,055	0	15,100	35,000	**52,155**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	1,500	0	0	0	**1,500**
06A	Food Trades and Processing	0	3,378	0	0	**3,378**
07A	Clothing Footwear and Soft Furnishings	0	1,823	7,677	0	**9,500**
07B	Furniture Manufacture	14,000	7,219	2,500	0	**23,719**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	300	30,114	**30,414**
09B	Metal and Mining	83,902	27,685	1,210	5,880	**118,677**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	606	14,179	11,135	481	**26,401**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	3,588	13,493	11,143	528	**28,752**
11A	Process Manufacturing	23,950	6,108	14,364	178	**44,600**
12A	Personal Service	19,100	4,020	28,529	0	**51,649**
12B	Retail	1,300	10,500	0	0	**11,800**
13A	Cooking	14,300	1,250	5,700	0	**21,250**
13B	Hospitality	500	0	15,187	4,227	**19,914**
13C	Tourism	1,200	3,885	3,788	12,433	**21,306**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	0	0	0	**0**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	50,944	6,900	0	0	**57,844**
16A	Accounting and Other Business Services	0	0	41,000	6,000	**47,000**
16B	Management	0	0	31,000	7,000	**38,000**
16C	Office and Clerical	2,000	29,400	15,200	0	**46,600**
17A	Computing	1,000	0	33,000	4,000	**38,000**
18A	Science and Technical Workers	480	959	35,592	20,218	**57,249**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	28,839	20,188	0	**49,027**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	1,750	13,124	0	0	**14,874**
	Total	**399,532**	**254,715**	**487,576**	**146,746**	**1,288,569**

College Profile Matrix (Hinterland - Regional Loading)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	0	0	0	0	**0**
01B	Visual and Performing Arts	0	0	30,689	0	**30,689**
01C	Design	0	0	0	0	**0**
02A	Automotive	0	0	0	0	**0**
03A	Building and Constructions	0	5,528	0	0	**5,528**
03B	Surveying and Building	0	0	250	0	**250**
04A	Community Service Workers	1,960	4,652	31,764	0	**38,376**
04B	Education and Childcare	9,200	0	73,100	14,000	**96,300**
04C	Health	890	0	0	0	**890**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	4,295	0	0	**4,295**
06A	Food Trades and Processing	2,400	8,602	2,970	0	**13,972**
07A	Clothing Footwear and Soft Furnishings	0	0	0	0	**0**
07B	Furniture Manufacture	2,700	481	2,000	0	**5,181**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	0	0	**0**
09B	Metal and Mining	0	2,115	5,740	0	**7,855**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	413	12,385	18,200	0	**30,998**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	2,951	2,738	1,648	0	**7,337**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	0	0	0	0	**0**
12B	Retail	0	0	0	0	**0**
13A	Cooking	8,500	2,000	2,000	0	**12,500**
13B	Hospitality	0	0	486	0	**486**
13C	Tourism	0	1,263	2,331	0	**3,594**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	0	0	0	**0**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	0	0	0	0	**0**
16A	Accounting and Other Business Services	500	0	9,000	0	**9,500**
16B	Management	0	0	13,000	0	**13,000**
16C	Office and Clerical	2,000	43,765	34,000	0	**79,765**
17A	Computing	1,000	800	14,000	0	**15,800**
18A	Science and Technical Workers	0	0	0	0	**0**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	7,814	32,061	0	**39,875**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	14,726	0	0	**14,726**
	Total	**32,514**	**111,164**	**273,239**	**14,000**	**430,917**

Table 2: Training Delivery Ceilings

	SCH
Ceiling for profile-funded VET for Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**75,809**
Ceiling for profile-funded VET for Non Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**3,790**
Ceiling for profile-funded Institutional delivery in prisons Delivery must be recorded against a prison training provider location (campus) code.	**41,037**
Ceiling for profile-funded Institutional delivery in certificate I and below courses Certificate I and below is defined as delivery against qualifications/courses with ASCED level of Education Id greater than or equal to 524.	**221,344**

Table 3: MLCR Matrix (2007 Benchmark Data)

Industry Group		MLCR State Average	MLCR College Actual	
01A	Recreation Sports and Entertainment	79%	75%	
01B	Visual and Performing Arts	78%	71%	
01C	Design	70%	0%	
02A	Automotive	91%	91%	
03A	Building and Constructions	88%	88%	
03B	Surveying and Building	67%	66%	
04A	Community Service Workers	79%	85%	
04B	Education and Childcare	75%	78%	
04C	Health	79%	91%	
04D	Library Workers	84%	0%	
05A	Finance Insurance Property Service Workers	77%	69%	
06A	Food Trades and Processing	89%	91%	
07A	Clothing Footwear and Soft Furnishings	75%	58%	+
07B	Furniture Manufacture	80%	87%	
08A	Communications	0%	0%	
08B	Printing & Publishing	82%	0%	
09A	Engineering and Drafting	71%	72%	
09B	Metal and Mining	87%	87%	
10A	Animal Care	77%	0%	
10B	Forestry, Farming and Landcare	84%	78%	
10C	Fishing	81%	0%	
10D	Horticulture	81%	88%	
11A	Process Manufacturing	96%	97%	
12A	Personal Service	82%	88%	
12B	Retail	76%	71%	
13A	Cooking	78%	65%	
13B	Hospitality	77%	69%	
13C	Tourism	77%	75%	
13D	Travel agents	70%	0%	
14A	Transport Trades, Storage and Associated	88%	0%	
15A	Electrical and Electronic Engineering	62%	0%	
15B	Electrical Trades	88%	92%	
16A	Accounting and Other Business Services	67%	77%	
16B	Management	66%	71%	
16C	Office and Clerical	68%	70%	
17A	Computing	59%	66%	
18A	Science and Technical Workers	79%	84%	
19A	ACE	0%	0%	
19B	Adult Literacy/ESL	46%	45%	+
19C	Languages	73%	76%	
19D	Miscellaneous	39%	0%	
19E	Targetted Access and Participation Courses	70%	71%	

Table 4: Funding for College Training Profile

Student Curriculum Hours (SCH)	1,719,486
Teaching Hours (TH)	136,322
Marginal Unit cost (for use in refund calculation)	
Employment Based Training	$9.59
Institutional Based Training	$8.10
Lecturing Staff	
Salaries Funding	$10,319,110
Remote / Regional Loadings	$0
Total Funding for Lecturing Staff	**$10,319,110**
Academic Support Staff	
Salaries Funding	$993,687
Remote / Regional Loadings	$0
Total Funding for Academic Support Staff	**$993,687**
Program Management Staff	
Salaries Funding	$1,169,190
Remote / Regional Loadings	$0
Total Funding for Program Management	**$1,169,190**
Non-teaching Staff	
Step 1	$1,344,800
Step 2	$2,470,078
Step 3	$0
Remote / Regional Loadings	$0
Total Funding for Non-Teaching Staff	**$3,814,878**

Consumables

Consumables	$699,719
Remote / Regional Loadings	$69,972
Total Funding for Consumables	**$769,690**

Fixed, Indirect and Semi-variable Costs

Fixed Costs	$1,428,838
Indirect Costs	$42,468
Fixed Component of Semi-variable costs	$148,580
Variable Component of Semi-variable costs	$201,462
Lease costs	$272,990
Capped costs	$115,844
Total Funding for Fixed, Indirect and Semi-Variable Costs	**$2,210,181**

Capital-related items

Minor Works	$103,735
Equipment	$438,009
Maintenance	$263,211
Total Funding for Capital-related Items	**$804,955**

Community Service Obligations and Additional Items

Support for Students with Disabilities	$203,041
Bus Service	$400,000
Thin Market Loading for Apprenticeships	$192,722
Trade Lecturer Salary Funding in Specific Skill Shortage Areas	$191,580
Duty of Care Funding Allocation	$185,227
Technology Infrastructure Replacement Strategy	$157,800
State Training Quality Committee Funding	$89,570
AQTF Systems Development and Implementation	$71,319
Indigenous Funding	$70,991
School Student Resource Fees	$69,238
SAL Coordination Support	$50,000
Compaction of salary grades	$40,264
Once-Off Funding for Special Projects	$30,000
Ryllington Park	$30,000
Funding for Travel Allowance	$21,501
Shared Services Savings in Advertising due to web-based job advertising	-$7,000
Shared Services Efficiencies - Non Salary Items	-$48,815
Budget adjustment - travel, advertising and consultants	-$52,011
Shared Services Efficiencies - phase 1 (Savings from Existing and New Common Use Contracts)	-$70,263
Shared Services Efficiencies - Salary	-$71,253
Shared Services Efficiencies - phase 2 (Savings from Existing and New Common Use Contracts)	-$89,872
Retention Funding Adjustment	-$128,239
Efficiency Dividend	-$396,796
Total Funding for CSOs and Additional Items	**$939,004**

LESS Tuition Fee Revenue	**-$1,341,199**
TOTAL FUNDING	**$19,679,496**

Table 5: Funded ASL, Principal Lecturer and Salary Maintenance positions

Lecturer Type	Name	Funding	FTE	Salary
ASL1	Profile proportion of Lecturers Certified Agreement quota		24.00	$1,693,584
Funding (incl on-cost @ 13.84%)		**$1,927,976**	**24.00**	
ASL2	Profile proportion of Lecturers Certified Agreement quota		12.00	$874,824
Funding (incl on-cost @ 13.84%)		**$995,900**	**12.00**	
PL	Profile proportion of Lecturers Certified Agreement quota		3.60	$273,668
Funding (incl on-cost @ 13.84%)		**$311,544**	**3.60**	
SM	Peter Sheehy		1.00	$70,566
SM	Stan Bajdo		1.00	$70,566
Funding (incl on-cost @ 13.84%)		**$160,665**	**2.00**	

Total Funding (incl on-cost @ 13.84%) **$3,396,084**

Table 6: Industry Groups subject to Hard Ceilings

Industry Group	
01B	Visual and Performing Arts
19B	Adult Literacy/ESL
19D	Miscellaneous

Table 7: Apprenticeships subject to 'thin markets' loading

Apprenticeship
WALL AND CEILING FIXING
TILELAYING
SAW DOCTORING
PLASTERING
LANDSCAPE GARDENER
HORTICULTURE (TURF MANAGEMENT)
FURNITURE MAKER

Table 8: Special Terms and Conditions Under Clause 28

a) Funds provided for the Technology Infrastructure Replacement Strategy are to be used for the purpose approved by the Department. The Provider is to submit an acquittal statement for the expenditure of these funds each year. A refund will be payable or future funding allocations may be reduced where the acquitted expenditure over two years is less than the funding provided.

b) To support Recognition of Prior Learning (RPL) delivery the Provider will:

• Nominate a single contact point for RPL referrals from the Career Development Centre (CDC). Implementation of the 'One-Stop-Shop / Referral Centre' through the CDC will require a single contact point within each Provider to enable a seamless experience for the applicant and a streamlined RPL process for both the Provider and the CDC;

• Offer candidates referred from the CDC an interview within 10 working days of the referral;

• Ensure that correct coding is used to enable all RPL activity to be captured as RPL

• Aim to grow RPL delivery above the level reported in 2008; and

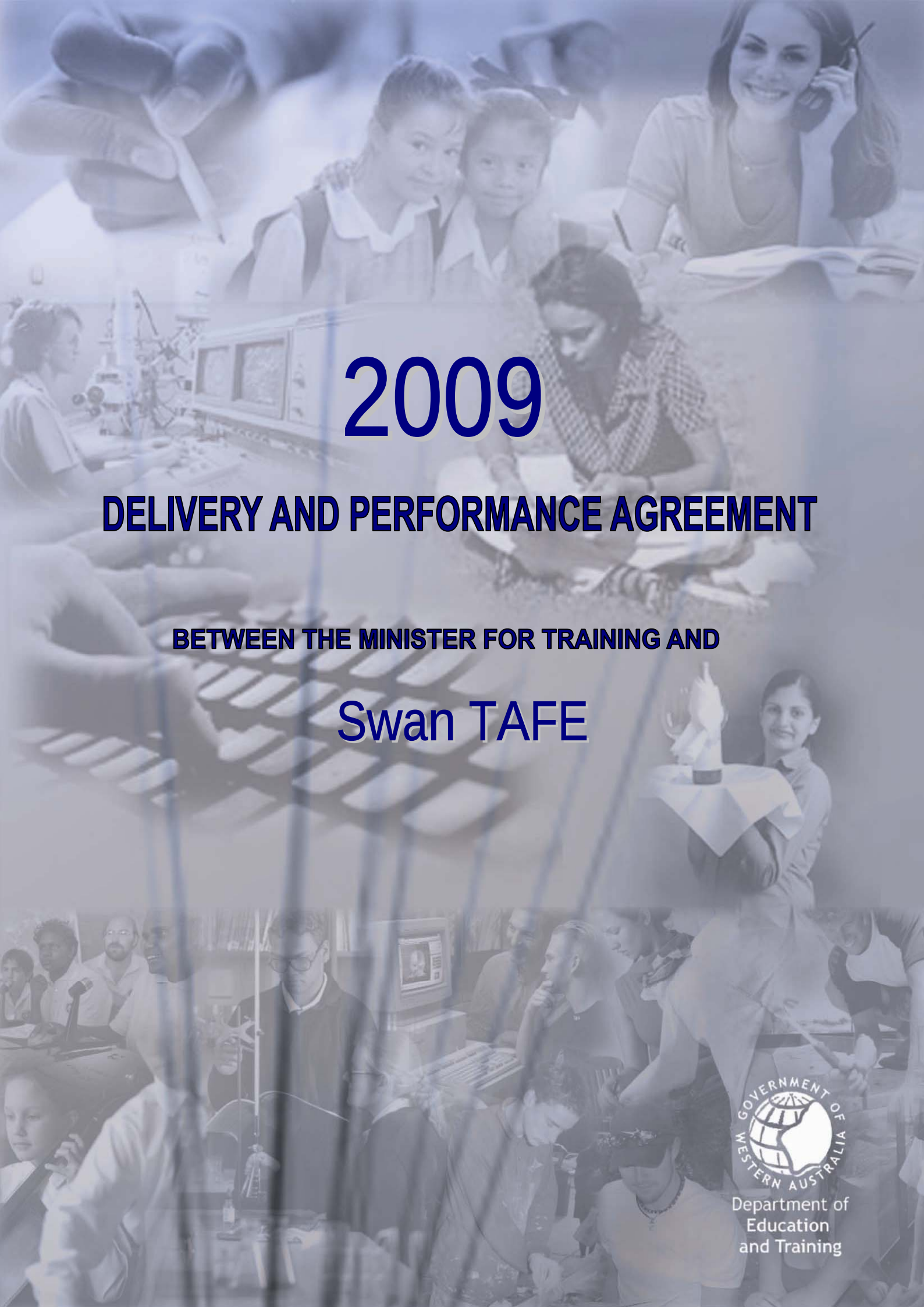
• Increase Scope of Registration for Trade Skills Recognition (TSR).

Table 9: Skill Shortage Matrix

Wadt Group	Apprentices and Trainees	Skill Shortage Institutional	General Institutional	Total SCH
01A Recreation Sports and Entertainment	285	7,688	47,583	55,556
01B Visual and Performing Arts	0	0	49,900	49,900
01C Design	0	0	8,650	8,650
02A Automotive	73,452	0	25,550	99,002
03A Building and Constructions	103,620	0	53,341	156,961
03B Surveying and Building	0	32,550	21,400	53,950
04A Community Service Workers	1,960	14,963	58,666	75,589
04B Education and Childcare	9,200	36,425	100,870	146,495
04C Health	2,945	50,100	0	53,045
04D Library Workers	0	0	0	0
05A Finance Insurance Property Service Workers	1,500	0	4,295	5,795
06A Food Trades and Processing	2,400	0	14,950	17,350
07A Clothing Footwear and Soft Furnishings	0	0	9,500	9,500
07B Furniture Manufacture	16,700	0	12,200	28,900
08A Communications	0	0	0	0
08B Printing & Publishing	0	0	0	0
09A Engineering and Drafting	0	14,114	16,300	30,414
09B Metal and Mining	83,902	5,880	36,750	126,532
10A Animal Care	0	0	0	0
10B Forestry, Farming and Landcare	1,019	3,943	52,437	57,399
10C Fishing	0	0	0	0
10D Horticulture	6,539	0	29,550	36,089
11A Process Manufacturing	23,950	9,250	11,400	44,600
12A Personal Service	19,100	0	32,549	51,649
12B Retail	1,300	0	10,500	11,800
13A Cooking	22,800	0	10,950	33,750
13B Hospitality	500	6,927	12,973	20,400
13C Tourism	1,200	12,433	11,267	24,900
13D Travel agents	0	0	0	0
14A Transport Trades, Storage and Associated	0	0	0	0
15A Electrical and Electronic Engineering	0	0	0	0
15B Electrical Trades	50,944	0	6,900	57,844
16A Accounting and Other Business Services	500	17,000	39,000	56,500
16B Management	0	0	51,000	51,000
16C Office and Clerical	4,000	0	122,365	126,365
17A Computing	2,000	15,000	36,800	53,800
18A Science and Technical Workers	480	32,690	24,079	57,249
19A ACE	0	0	0	0
19B Adult Literacy/ESL	0	0	88,902	88,902
19C Languages	0	0	0	0
19D Miscellaneous	0	0	0	0
19E Targetted Access and Participation Courses	1,750	0	27,850	29,600
Total	432,046	258,963	1,028,477	1,719,486

Table 10: Benchmarks for Training in Skill Shortage and Other Priority Areas

	2007 Actual	2009 Planned
Employment-based Training (Benchmark: TRS Commencements)		
TRS Commencements	800	859
Student Curriculum Hours	402,130	432,046
Institutional Skill Shortages (Benchmark: Course Enrolments)		
Course Enrolments*	762	767
Student Curriculum Hours*	257,452	258,963
*Note: both years are calculated using the PPP Skill Shortage List		
Indigenous Cert III+		
Course Enrolments	63	70
Indigenous Regional		
Course Enrolments	185	187
Disability		
Course Enrolments	527	556
15-19		
Course Enrolments	3,349	2,958
Certificate IV and Above		
Course Enrolments	1,601	1,655
Student Curriculum Hours	440,040	455,012



2009

DELIVERY AND PERFORMANCE AGREEMENT

BETWEEN THE MINISTER FOR TRAINING AND

Swan TAFE

GOVERNMENT OF WESTERN AUSTRALIA

Department of Education and Training

TABLE OF CONTENTS

SECTION I ABOUT THIS AGREEMENT 3

1. PARTIES 3
2. INTERPRETATION 3
3. TERM OF THIS AGREEMENT 5
4. SCOPE 5

SECTION II SUMMARY OF ROLES 7

5. ROLE OF THE MINISTER 7
6. ROLE OF THE PROVIDER 7

SECTION III TRAINING DELIVERY 8

7. STUDENT SERVICE STANDARDS 8
8. TRAINING PACKAGES 8
9. INABILITY TO PROVIDE TRAINING SERVICES 9
10. TRAINING ARRANGEMENTS 9
11. ACCESS AND EQUITY 10
12. CONFIDENTIALITY 10
13. TRANSFER OF APPRENTICES AND TRAINEES 10
14. RECOGNITION OF PRIOR LEARNING 10

SECTION IV PAYMENT 11

15. PAYMENT FOR TRAINING SERVICES 11
16. ADDITIONAL TRAINING SERVICES 11

SECTION V MEASURING PERFORMANCE 12

17. RECORD-KEEPING 12
18. AUDITS AND MONITORING VISITS 12
19. STUDENT SURVEYS 12
20. INVALID ENROLMENTS (IE) 13
21. CONTRACT PERFORMANCE CRITERIA 13

SECTION VI FINANCIAL MATTERS 15

22. ALTERNATIVE FUNDING 15
23. TAXES 15

SECTION VII ADMINISTRATION OF THIS AGREEMENT 16

24. APPLICABLE LAW 16
25. VARIATIONS 16
26. SEVERABILITY 16
27. WAIVER 16
28. ENTIRE CONTRACT 16
29. COMPLIANCE WITH LAW 16
30. SPECIAL TERMS AND CONDITIONS 16
31. NOTICES 17
32. SIGNATORIES TO THIS AGREEMENT 18

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE 19

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE 21

1. FUNDING 21
2. PAYMENT SCHEDULE 21
3. REFUND 21

SCHEDULE 3 REPORTING REQUIREMENTS 25

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS 26

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS 28

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK 30

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING 31

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY 32

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT 33

SECTION I ABOUT THIS AGREEMENT

1. Parties

This is an Agreement between the Minister for Training ("the Minister") and Swan TAFE ("the Provider").

2. Interpretation

In this Agreement, unless the context indicates otherwise:

a) headings are for reference only;

b) a reference to a person includes a reference to any corporation or entity that is recognised by law;

c) plural words include the singular and vice versa; and

d) the following terms have specific meanings assigned to them:

"Acquittal Certificate" means a document, issued by the Provider, confirming that both the Minister and the Provider have met all of the terms of this Agreement.

"Agreement" means this document, including any Schedules and Variations.

"Apprentice" means an apprentice or 'industrial trainee' registered in Western Australia in accordance with the *Industrial Training Act* 1975 (WA).

"AQTF" means the Australian Quality Training Framework.

"Credit Transfer" means credit granted to a student for a Unit of Competency achieved through participation in another training program.

"Employment based training" or "EBT" means training delivered to an apprentice or trainee.

"End of Study reporting" means the reporting of module and unit enrolments that end in the collection year and therefore have finalised outcomes.

"Enrolment" means participation with an RTO of a student in learning and/or assessment against a Unit of Competency. A complete definition is available in the WA VET Enrolment Data Standard.

"General Institutional" or "GI" means institutional based training in areas other than Skills Shortage Areas.

"GST" means a tax in the nature of a supply or goods and services tax imposed by the Commonwealth of Australia.

"Industry Group" is a classification, determined by the Minister, of the occupation or outcome that a qualification is intended to serve.

"Institutional based training" or "IBT" means training delivery other than training for an apprentice or trainee.

"Invalid Enrolment" or "IE" refers to an enrolment where the Provider cannot provide proof of student participation as required by the appropriate version of the *Western Australian VET Enrolment Data Standard*.

"Minister" means the Minister for Training, a body corporate as constituted under section 7 of the *Vocational Education and Training Act 1996 (WA).* References to the Minister include a reference to authorised officers of the Western Australian Department of Education and Training.

"Module" means a component of an accredited course against which a student is assessed. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"Notice of Arrangement" is an arrangement defined in the *Acts Amendment (Higher School Leaving Age and Related Provisions) Act 2005* under which a person who has not reached the age of 18, is enrolled in full time accredited training, a gazetted course, an approved combination of education, training and/or employment, becomes an apprentice or trainee or engages in other approved employment.

"Provider" means Swan TAFE.

"Registered Training Organisation" or "RTO" means a training provider registered with the Training Accreditation Council of Western Australia.

"Recognition of prior learning" or "RPL" is an assessment process resulting in the formal recognition of competencies acquired through formal or informal training, work experience and / or life experience.

"Recognition of current competencies" is an assessment process resulting in the confirmation that a student is currently competent in a Unit of Competency previously attained through training and assessment by an RTO.

"Skills Shortage Areas" are the qualifications identified by the Minister as priority for addressing skills shortage occupations. The qualifications in Skills Shortage Areas are identified in the Course Master file.

"Skills Shortage Institutional" or "SSI" means IBT delivery in Skills Shortage Areas.

"Student" means a person who is provided with Training Services under this Agreement.

"Student Curriculum Hours" or "SCH" means the number of enrolments in a Unit of Competency multiplied by a figure recognised by

the Minister as the weight of that Unit of Competency relative to other Units of Competency.

"TAFEWA College" means a College established under the *Vocational Education and Training Act 1996 (WA).*

"Trainee" means a trainee registered in Western Australia in accordance with the *Vocational Education and Training* Act *1996 (WA).*

"Training Arrangement" means an agreement between the Provider and another person to provide some or all of the Training Services in this Agreement.

"Training Package" means an integrated set of nationally endorsed competency standards, assessment Guidelines and Australian Qualifications Framework (AQF) qualifications for a specific industry, industry sector or enterprise.

"Training Services" means the services listed in Schedule 1.

"Unit of Competency" is a component of a training package qualification against which a student is assessed. A Unit of Competency refers to a discrete workplace requirement and includes the knowledge and skills that underpin competency as well as language, literacy and numeracy; and occupational health and safety requirements. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"VET" means Vocational Education and Training.

"VET Level" is a classification, determined by the Minister, which separates Traineeships and Apprenticeships (Employment Based Training) from other delivery (Institutional Based Training) and sub-divides the latter on the basis of Australian Qualification Framework levels.

3. Term of this Agreement

a) The Agreement will conclude on 31 December 2008 or when the Training Services described under Schedule 1 are completed.

b) The Minister may, within twelve months of signing this Agreement, exercise an option to extend this Agreement.

c) The Minister may extend this Agreement on up to two separate occasions, with the maximum period of each extension being one year.

4. Scope

a) Enrolments will only be funded under this Agreement where they meet the criteria in Schedule 1.

b) Unless expressly stated in Schedule 1, the following categories of Enrolments will not be funded under this Agreement:

i enrolments by students whose primary place of residence is not in Western Australia;

ii enrolments by residents of Christmas Island or Cocos Island;

iii enrolments by students who are neither Australian citizens nor permanent residents of Australia, except where the student is a holder of a visa that entitles the student to enrol in training at the fee rates that apply to publicly funded training (as identified in the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*);

iv higher education programs, including University preparation courses (ie programs whose sole or primary aim is to provide entrance to a university course);

v delivery to secondary school students, unless the delivery is under a Notice of Arrangement;

vi IBT delivery in prisons, or to prisoners;

vii programs classified by the Minister as Adult and Community Education;

viii enrolments in programs that are not accredited by the Training Accreditation Council, or which fall outside of the Provider's scope of registration;

ix credit transfers, exemptions, enrolments for recognition of current competency and exam only enrolments.

SECTION II SUMMARY OF ROLES

5. Role of the Minister

The Minister:

a) agrees to provide the funding described in Schedule 2 in accordance with the Payment Schedule described in Schedule 2;

b) will supply the Provider with details of the process for claiming funding under this Agreement; and

c) is only required to provide funding where the Provider meets all of the terms of this Agreement.

6. Role of the Provider

The Provider:

a) agrees to provide the Training Services described in Schedule 1;

b) will meet all relevant requirements of the AQTF, including registration with the Training Accreditation Council;

c) agrees to submit information to the Minister as described in Schedule 3;

d) agrees to meet all of the terms of this Agreement, and of any other Agreements with the Minister;

e) agrees to repay to the Minister any refund as described in Schedule 2;

f) agrees to collect fees from students in accordance with the most current *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*;

g) will comply with the *Apprenticeships and Traineeships Policy Guidelines* (as issued by the Minister from time to time) including the requirements relating to the implementation of Fast Track Apprenticeships, when providing training to apprentices and trainees;

h) will support the requirement for the State to increase the utilization of publicly funded training infrastructure by making training premises available on a commercial basis for purposes that do not conflict with the Provider's vocational education and training purposes;

i) will submit a revised profile plan at course level for the May and September addendum by 1 May 2009 and 18 September 2009 respectively; and

j) will comply with all other relevant policies and guidelines issued by the Minister.

SECTION III TRAINING DELIVERY

7. Student Service Standards

a) For the Training Services described in Schedule 1, the Provider:

i will ensure that students are given appropriate guidance in relation to the selection of units of competency and that meets the students expected outcomes from the program of study;

ii will ensure that training delivery is consistent with Training Package guidelines, including meeting the criteria for the awarding of qualifications;

iii will ensure that the level of resources, including the actual hours of instruction or other supervised learning modes, that is provided to students reflects the content of the program of study and allows for a successful outcome; and

iv will ensure students enrolling in a course of study outside of the normal full-time admissions process comply with the minimum entrance requirements policy.

8. Training Packages

a) Unless otherwise agreed, where:

i a Training Package has been approved for public funding in Western Australia, and

ii the Purchasing Guide (formerly known as Implementation Guide) for the Training Package indicates that the Package covers one or more of the Training Services in Schedule 1,

the Provider must use only qualifications from this Training Package when providing those Training Services to new students.

b) Existing students studying superseded courses should be encouraged to transfer into the equivalent training package qualification as soon as possible. Existing students must be given the option to complete the course or qualification in which they are currently enrolled if transition to the new or equivalent qualification will cause disadvantage in increased nominal hours or cost. New students must be enrolled in the new or equivalent training package qualification within 12 months of final endorsement, provided that a Purchasing Guide is available for implementing the training package. If this requirement cannot be met, approval must be obtained to continue delivering the superseded course or qualification.

9. Inability to Provide Training Services

a) Where the Provider is unable to offer the Training Services described in Schedule 1, the Provider shall:

i notify the Minister within seven days;

ii make reasonable efforts to assist students to enrol with an alternative Registered Training Organisation.

b) Where the Provider cannot assist students to enrol with an alternative Registered Training Organisation, the Provider shall notify the Minister within seven days.

c) Where in the opinion of the Minister, the Provider is unlikely to achieve the training targets stated in Schedule 1 by 31 December 2009, the Minister may renegotiate the training targets to reflect targets that can be justified against current enrolments and delivery achieved in previous years.

10. Training Arrangements

a) The Provider may enter into a Training Arrangement, but the Provider remains responsible for ensuring that the terms of this Agreement are met.

b) In particular, the Provider remains responsible for ensuring that the Training Services are delivered in accordance with the AQTF.

c) The terms of a Training Arrangement must be in writing, and must not be inconsistent with this Agreement.

d) The Provider shall pay all costs associated with a Training Arrangement.

e) The Provider shall advise students, prior to the commencement of training services, of the existence of a Training Arrangement.

f) Within fourteen days of signing a Training Arrangement, the Provider shall advise the Minister of:

i the legal name and business address of the other party to the Training Arrangement; and

ii the training services covered by the Training Arrangement.

g) Where the other party to the Training Arrangement is a TAFE**WA** College, the Training Arrangement must state that “All delivery covered by this contract is to be reported by the other party to the Department of Education and Training as fee for service activity”.

h) Where the Minister is aware of factors that may affect the capacity of a person to meet their obligations under a Training Arrangement, the Minister may notify the Provider of these factors and / or request an appropriate variation to this Agreement.

11. Access and Equity

a) In providing Training Services, the Provider:

i shall comply with the relevant State and Federal Government anti-discrimination legislation including the *Disability Discrimination Act Education Standards 2005*;

ii shall not use sexist, racist or other language which offends community standards;

iii shall ensure that the learning environment is free from harassment or victimisation;

iv shall not use or promote cultural, racial, disability or gender based stereotypes;

v shall ensure that programs and appropriate venues are accessible to all students; and

vi shall ensure that students are provided with additional support services where required.

12. Confidentiality

a) Unless the Minister provides approval in writing, the Provider may not disclose information acquired in connection with this Agreement to any person.

b) In particular, the Provider shall establish procedures to ensure the confidentiality of all information relating to its students.

c) The Provider shall ensure that its employees, agents and contractors also meet the terms of this clause.

13. Transfer of Apprentices and Trainees

a) The Minister must approve the transfer of an apprentice or trainee between RTOs.

b) In cases where an apprentice or trainee transfers to the Provider, the Minister will not fund the Provider under this Agreement for units of competency that have previously been completed and a statement of attainment has been issued by an RTO.

c) The Provider will comply with procedures for transferring apprentices and trainees that are published by the Minister from time to time.

14. Recognition of Prior Learning

a) Recognition of prior learning must be offered to all (individuals, clients, students, participants) upon enrolment and prior to commencement of formal training delivery. Providers must be able to demonstrate that they

have undertaken processes to encourage the uptake of, and to streamline the delivery of RPL.

SECTION IV PAYMENT

15. Payment for Training Services

a) The Minister will make payments to the Provider, following the process contained in Schedule 2.

b) The Minister may, at any time and without notice, vary the process for making payments contained in Schedule 2.

c) Where the Provider does not meet the terms of this Agreement, the Minister may withhold any funding that would otherwise be payable.

d) Where the Provider owes money to the Minister under a separate Agreement, the Minister may offset this against the amount payable for this Agreement.

e) The Minister will conduct a reconciliation of payments at the end of this Agreement.

f) If, at any time, an overpayment is identified, the Minister shall supply the Provider with an invoice for the amount of the overpayment. The Provider shall repay this amount to the Minister within thirty days.

g) If, at any time, an underpayment is identified, the Minister shall pay this amount to the Provider within thirty days.

16. Additional Training Services

a) Training targets, conditions and funding for additional training services (other than the training services defined in Schedule 1) may be defined in additional schedules to this Agreement.

b) Each category of Training Services will be treated separately for funding, reporting and enrolment purposes.

SECTION V MEASURING PERFORMANCE

17. Record-keeping

a) The Provider shall keep all financial, enrolment and assessment records related to this Agreement in a way that will enable them to be conveniently inspected by the Minister or the Minister's nominee.

b) The Provider shall keep accounting records that allow income related to this Agreement to be identified separately.

c) The Provider shall keep all financial, enrolment and assessment documentation for at least twelve months from the expiry of this Agreement. Under the AQTF, some documents will need to be kept for longer than twelve months.

18. Audits and Monitoring Visits

a) For the purposes of assessing compliance with both the AQTF and the terms of this Agreement, upon giving reasonable notice, the Minister or the Minister's nominee may:

i inspect any records under the Provider's control that relate to this Agreement;

ii inspect the premises used for provision of training services; and

iii meet with the employees, agents, contractors and students of the Provider.

b) Unless otherwise agreed between the Minister and the Provider, audits and monitoring visits will take place during business hours.

c) The Provider shall make every effort to assist the Minister or the Minister's delegate to carry out an audit or monitoring visit.

19. Student Surveys

The Minister or the Minister's nominee may conduct surveys of the students being provided with Training Services under this Agreement.

a) The Provider will supply the Minister with information necessary to effectively conduct a student survey.

b) The Minister may publish the results of student surveys, provided that information is not disclosed that would identify individual students.

20. Invalid Enrolments (IE)

a) Upon request from the Minister, the Provider shall provide evidence to prove student participation in each Enrolment for which funding was claimed.

b) Proof of student participation shall meet the standards contained in the appropriate *Western Australian VET Enrolment Data Standard* version.

c) Proof of student participation shall be retained for at least twelve months, as required by clause 17.

d) Where student participation cannot be substantiated, the Minister may adjust the funding payable under Schedule 2.

21. Contract Performance Criteria

a) The Minister may use the Contract Performance Criteria – Quality of Training, Access and Participation, Outcomes Achieved, and Contract Management - when deciding whether to extend this Agreement, vary this Agreement, and / or enter into future Agreements with the Provider.

b) In assessing 'Quality of Training', the Minister may consider the following factors:

i the outcomes of monitoring visits;

ii feedback from student surveys;

iii for delivery to Apprentices and Trainees, feedback from employer surveys;

iv compliance with the AQTF;

v compliance with relevant policies issued by the Minister; and

vi complaints received from the Provider's students.

c) In assessing 'Access and Participation', the Minister may consider the following factors:

i the proportion of students from equity target groups relative to the proportion these groups represent in the general population; and

ii the profile of enrolments by students from equity target groups across industry groups, qualification levels and employment and institutional based pathways.

d) Equity target groups may be identified by the Minister from time to time and include students from the following groups:

i Indigenous students;

ii Students with a disability;

iii Youth (15 to 19 years);

iv Mature age students (over 45 years)

v Students of diverse cultural and linguistic background; and

vi Women

e) In assessing 'Outcomes Achieved', the Minister may consider the following factors:

i the proportion of students successfully completing each Unit of Competency;

ii the proportion of students successfully completing qualifications at certificate III or above;

iii the proportion of students progressing to further study or employment; and

iv the proportion of students achieving a qualification.

These outcomes will be assessed for the student population as a whole, and for targeted access groups within that population.

f) In assessing 'Contract Management', the Minister may consider the following factors:

i the timeliness of reporting by the Provider including the resulting of all enrolments within seven (7) weeks of the expiry of the enrolment activity end date;

ii the maximization of response rates in reporting, to properly allocate students to correct access and participation groups;

iii proportion of claims for payment with errors identified;

iv proportion of Invalid Enrolments (IE) identified;

v the actual level of training delivery compared to the contracted level of training delivery described in Schedule 1;

vi the actual level of training delivery compared to the benchmarks for priority areas of delivery stated in Schedule 1; and

vii the timeliness with which contractual documents are returned to the Minister.

SECTION VI FINANCIAL MATTERS

22. Alternative funding

a) The Provider confirms that, other than the funds provided in this Agreement, it has not received funding for the delivery to be reported under this Agreement.

b) The Provider shall notify the Minister within fourteen days if it secures funding (either in full or in part) for the delivery to be reported under this Agreement.

c) Upon receiving this notification, the Minister may change the amount payable to the Provider under Schedule 2.

23. Taxes

a) The funding in this Agreement is exclusive of GST.

b) In the event that GST is payable on services provided under this Agreement, the GST will be paid by the Minister upon presentation of a valid Tax Invoice.

c) All other taxes, duties and charges shall be paid by the Provider.

SECTION VII ADMINISTRATION OF THIS AGREEMENT

24. Applicable Law

This Agreement is governed by the law of Western Australia.

25. Variations

a) This Agreement may be varied at any time by a signed written agreement between the Minister and the Provider.

b) In deciding whether to agree to a proposed variation, the Minister will have regard to the Contract Performance Criteria described in clause 21.

26. Severability

Where any part of this Agreement is not enforceable (for whatever reason), it does not form part of the Agreement. All other parts of the Agreement will remain in full force.

27. Waiver

a) A waiver of a party's rights under this Agreement must be in writing and signed by that party.

b) A waiver by a party shall not affect that party's rights in respect of any subsequent breach of the Agreement.

28. Entire Contract

The contract between the Minister and the Provider is contained in this Agreement. No other written or verbal arrangement between the parties will be read into this Agreement.

29. Compliance with Law

In carrying out its duties under this Agreement, the Provider must comply with all applicable laws including the *Working With Children (Criminal Record Checking) Act 2004*.

30. Special Terms and Conditions

Special terms and conditions that apply to this Agreement are stated in Table 8.

31. Notices

a) Notices associated with this Agreement must be in writing and delivered to the following addresses:

i To the Minister

Director
Training Resource Allocation
Western Australian Department of Education and Training
Level 2, 151 Royal Street
EAST PERTH WA 6004
fax: (08) 9264 4281

ii To the Provider

Managing Director
Swan TAFE
PO Box 1336
MIDLAND WA 6936

b) Either party may change its contact details by providing a notice in writing to the other party.

c) A notice will be considered to have been received:

i two days after being placed in the mail with postage paid;

ii if the notice is being served personally, at the time that the notice was presented;

iii if the notice is being transmitted by fax, at the time that the whole notice has been transmitted from the sending machine and the answer back of the receiving machine has been received; and

iv if the notice is being transmitted by email, one hour after the correctly addressed email was sent.

32. Signatories to this Agreement

Signed on behalf of the Minister for Training by

SIMON WALKER

EXECUTIVE DIRECTOR

PLANNING AND RESOURCES

DEPARTMENT OF EDUCATION AND TRAINING

Acting under delegated authority pursuant to Section 10 of the *Vocational Education and Training Act 1996* in the presence of

Witnessed by: *(Sign)* **Name:** *(Please Print)* **Office**

The Common seal of Swan TAFE was affixed to this document in the presence of

Chair/Deputy Chair of the College Council
Date

Witnessed by member: *(Sign)* **Name:** *(Please Print)*

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE

1. This Schedule describes the College Training Profile as per Section 42 of the *Vocational Education and Training Act 1996 (WA)*.

2. This Agreement, so far as it relates to the College Training Profile, constitutes a Resource Agreement as per Section 5 of the *Vocational Education and Training Act 1996 (WA)*.

3. The College Training Profile shall be treated as separate from other Training Services detailed in this Agreement.

4. The College Profile Matrix in Table 1 sets out the delivery targets (expressed in Student Curriculum Hours) for each combination of Industry Group and VET Level.

5. The College Training Profile is also presented as a Skills Shortage Matrix in Table 9 which identifies for each Industry Group the delivery targets for:

   - Employment based training;
   - Skills Shortage Institutional training; and
   - General Institutional training.

6. Activity benchmarks relating to the following State and Commonwealth priorities are stated in Table 10. The Minister may use these benchmarks as Contract Performance Criteria for the purpose of clause 21:

   - Employment Based Training commencements;
   - Skills Shortage Institutional training;
   - training places for people with a disability;
   - training places in regional and remote locations for Indigenous Australians;
   - participation by Indigenous Australians at Certificate III level or higher;
   - training places for 15 to 19 years old students; and
   - training at certificate IV and above.

7. The permissible levels of VET for government schools, VET for non-government schools, prisons delivery and delivery in certificate I and below courses are set out in Table 2. The delivery of VET for government schools and non-government schools will be in accordance with the protocol set out in Schedule 4.

8. The delivery of School Based Traineeships and Apprenticeships will be in accordance with the protocol set out in Schedule 5.

9. The delivery of the School Apprenticeship Link program will be in accordance with the protocol set out in Schedule 6.

10. Training services for Recognition of Prior Learning will be delivered and funded in accordance with the policy set out in Schedule 7.

11. Unless prior approval is given by the Minister, the Provider must offer all Apprenticeship programs that it has offered in previous years.

12. The Module Load Completion Rate (MLCR) Matrix is contained in Table 3. The Minister may use the MLCR as a Contract Performance Criteria for the purpose of clause 21. The method of calculating MLCR is defined in the 2009 – 2011 College Planning Guidelines.

13. The delivery of training to prisoners will be in accordance with the protocol set out in Schedule 8.

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE

1. Funding

a) Table 4 details the funding to be provided by the Minister for the delivery of the College Training Profile.

b) The basis of funding Advance Skill Lecturer, Principal Lecturer and Salary Maintenance staff is listed in Table 5.

c) No funding will be provided by the Department of Treasury and Finance to cover the cost of the 27th pay that will occur in 2015. Providers should ensure that appropriate provision is made in the preceding years to cover the cost of the additional pay when it falls due.

2. Payment schedule

a) Subject to the Provider meeting all of the terms in this Agreement, the Minister will pay the Provider in fortnightly disbursements in accordance with a schedule issued by the Minister.

b) The Provider's refund liability will be determined in the second quarter of 2010.

c) If a refund is payable, the Provider will pay the refund by the date stated on an invoice supplied by the Minister.

3. Refund

a) Where the Provider fails to meet the targets in Schedule 1, a refund will be payable to the Minister. In specific circumstances detailed below a credit may be payable to the Provider. The Total Refund is calculated as follows:

Total Refund	=	Refund for EBT, Skills Shortage Institutional and General Institutional
	Plus or Minus	Additional Items Refund or Credit
	Plus or Minus	Fees Refund or Credit
	Minus	EBT Credit
	Minus	Skills Shortage Credit

The Provider is not eligible for additional funding where the EBT and Skills Shortage Credits are greater than the other refund items payable by the Provider.

The following clauses explain the components of the refund calculation.

b) The refund will be calculated separately for each of the following categories of delivery:

- EBT;
- Skills Shortage Institutional (SSI); and
- General Institutional (GI).

The Skills Shortage Matrix (Table 9) defines the **Target SCH** for each of these categories of delivery.

c) The refund for EBT, SSI and GI is calculated as follows:

i **Reported SCH** is sourced from the Provider's final enrolment statistics data submission on an end of study basis. This is determined from the AVETMISS data collection in accordance with the following criteria:

- Fund source Id – State = 10;
- Enrolment category Id = C or S;
- Outcome identifier not 53, 54, 60 or 70; and
- Enrolment activity end date between 1 January 2009 and 31 December 2009;

ii **Validated SCH** are determined by reducing Reported SCH by that portion of the Provider's Invalid Enrolment (IE) rate in excess of three percent;

iii **Funded SCH** are determined by reducing Validated SCH for any delivery that exceeds the agreed tolerances for profile management (see below);

iv **Shortfall SCH** is determined by subtracting Funded SCH from Target SCH; and

v A **Shortfall Refund** is calculated for each category of delivery as: **Shortfall SCH x Unit cost.**

d) The Unit Cost for EBT delivery and IBT delivery is stated in Table 4.

e) Funded SCH for EBT is calculated by assessing the Provider's total Validated SCH for EBT against the Provider's total Target SCH for EBT. The following rules apply to the calculation of Funded SCH for EBT delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for EBT delivery above the Target SCH will create an **EBT Credit** calculated on the Unit Cost for Employment Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

f) Funded SCH for Skills Shortage Institutional is calculated by assessing the Provider's total Validated SCH for Skills Shortage Institutional against

the Provider's total Target SCH for Skills Shortage Institutional. The following rules apply to the calculation of Funded SCH for Skills Shortage Institutional delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for Skills Shortage Institutional delivery above the Target SCH will create a **Skills Shortage Credit** calculated on the Unit Cost for Institutional Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

g) Funded SCH for General Institutional is calculated by assessing the Provider's Validated SCH for General Institutional in each Industry Group against the Target SCH for General Institutional.

h) The following General Institutional SCH are excluded from Funded SCH for General Institutional:

i Any Validated SCH above 500 SCH for an Industry Group which contains no Institutional target;

ii Any Validated SCH above the target for General Institutional training in an Industry Group that is subject to a 'hard' ceiling as set out in Table 6;

iii Any Validated SCH above the target for General Institutional training in certificate I and below courses as set out in Table 2; and

iv Any Validated SCH in Industry Groups without a 'hard' ceiling, where delivery exceeds the target for General Institutional by more than 20,000 SCH.

i) An **Additional Items Refund** is calculated on each of the following:

i VET for government schools IBT delivery above the level stated in Table 2;

ii VET for non-government schools IBT delivery above the level stated in Table 2;

iii VET for government or non-government school students IBT delivery in courses and qualifications excluded from this delivery under the protocol in Schedule 4;

iv IBT delivery to prisoners above the level stated in Table 2;

v Funding provided for GROH housing in excess of actual expenditure acquitted by the Provider; and

vi Funding provided for specific projects in excess of actual expenditure acquitted by the Provider.

j) An adjustment is made to the Additional Items Refund to ensure that this refund is not calculated on SCH that has been excluded from Funded SCH under sub clause 3 h).

k) The Additional Items Refund may include funds provided for maintenance, minor works, equipment and the Technology Infrastructure Replacement Strategy in excess of the actual expenditure acquitted by the Provider against approved expenditures;

l) An Additional Items Credit will apply if funding provided for GROH housing is less than actual expenditure acquitted by the Provider.

m) A Fees Refund is calculated as the funding for resource fees associated with delivery to school students in excess of the funding justified against the SCH delivered in accordance with this Agreement.

n) A Fees Credit will apply if the funding for resource fees associated with delivery to school students is less than the funding justified against the SCH delivered in accordance with this Agreement.

o) A Refund will be calculated for Certificate IV and above traineeship training for students registered as Productivity Places Existing Worker Trainees on the Training Record System. The Refund will be calculated by comparing the profile funding for this delivery with the Claimable Funding calculated as follows:

   i Validated SCH for each Industry Group is multiplied by the relevant funding rate (as issued by the Minister) for Productivity Places Existing Worker Traineeship training to determine Claimable Funds; and

   ii An Additional Items Refund is calculated as the profile funding that is in excess of the Claimable Funds.

SCHEDULE 3 REPORTING REQUIREMENTS

On the following dates, the Provider will supply the Minister with data files that meet the requirements of the current version of the *Western Australian VET Enrolment Data Standard.*

College Training Profile Reporting Requirements

2009		
Date	**Status**	**Files Required**
16 January 2009	Preliminary reporting point for full year 2008 collection	Full set of validated NAT files (NAT00010 – NAT00130)
20 February 2009	Final formal reporting point (full year 2008) including all module outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)
17 April 2009	First Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
7 August 2009	Second Monitoring Point (Mid-Year) for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
6 November 2009	Third Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
2010		
15 January 2010	Preliminary Reporting Point for full year 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
19 February 2010	Final formal reporting point for 2009 including all outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)

When submitting these files, the Provider will confirm in writing that all records are accurate.

Where the Provider uses the College Management Information System (CMIS), they shall be entitled to the same set of services as currently provided to all providers in the TAFE**WA** College Network.

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS

The aim of this protocol is to ensure the most efficient and effective use of public resources in the implementation of the VET in schools initiative. The Refund provisions in Schedule 2 identify the circumstances where a refund is payable for a breach of this protocol.

VET in Schools programs allow students studying towards the Western Australian Certificate of Education to gain a partial or complete VET qualification. Profile funded VET in schools is a targeted program that aims to enhance existing VET in Schools delivery by providing:

- a pathway to higher level qualifications;
- training that is not within the scope of registration of an RTO school; and/or
- access to equipment and expertise not available in the school context.

Profile funded VET in schools is available for both government and non-government schools subject to the following conditions:

VET in government schools

Profile funding for VET in government schools is subject to the following conditions:

a) the students must be enrolled at a government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training effort is consistent with:
- the strategic priorities as outlined in the State Training Profile; and
- Education District planning priorities;

g) VET in government schools is not to include delivery in courses or qualifications classified in the industry groups 19A to 19E. However, delivery in the following qualifications is permitted:
- Certificate of Applied Vocational Study Skills (CAVSS) provided the delivery is in accordance with the CAVSS Protocol; and
- Certificate I in Leadership Development;

h) VET in government schools is not to include delivery at certificate I in the following industry groups;

16A Accounting and Other Business Services;
16C Office and Clerical; and
17A Computing.

VET in non-government schools

Profile funding for VET in non-government schools is subject to the following conditions:

a) the students must be enrolled at a non-government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in non-government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training delivery is in accordance with a plan of courses or qualifications submitted by the Provider and approved by the Minister. The training is to relate to skills shortage areas.

Reporting VET in schools

Note that delivery within the following categories is not included in the ceiling on VET in government and non-government schools:

- School Based Apprenticeships and Traineeships (SBA and SBT);
- School Apprenticeship Link (SAL) delivery; and
- delivery to a student enrolled under a Notice of Arrangement is not VET in Schools because the student has "left" school.

Profile funded VET in schools delivery should be included in the Provider's profile funded training and reported via AVETMISS and student enrolments must be flagged as VET in Schools enrolments as follows:

Type of Student:	VET for Schools
Training type:	O
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	Yes

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

No fees or charges, including resource, tuition and enrolment fees are to be applied to students enrolled in profile funded VET in Schools (Refer to the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*).

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS

School-based Apprenticeships and Traineeships provide an opportunity for full time secondary students enrolled in school to begin preparing themselves for a career. They allow students studying towards the Western Australian Certificate of Education to gain a nationally recognised vocational education and training qualification.

Public funding for School-based Apprenticeships and Traineeships training:

- may be utilised for the component of training delivered and assessed by the Provider;
- is available to students enrolled in both government and non-government schools;
- is to be achieved within the overall bottom line employment based delivery targets established for the Provider; and
- must be in accordance with the Guidelines and Working Principles for School-based Apprenticeships and Traineeships in Western Australia and the Apprenticeship and Traineeship Policy Guidelines.

School-based Apprenticeship and Traineeship delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be coded as follows:

Type of Student:	School based apprenticeship
Training type:	A
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

Type of Student:	School based traineeship
Training type:	T
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

** Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource, tuition and enrolment fees, are to be applied to students enrolling in School Based Apprenticeships and Traineeships.

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK

The School Apprenticeship Link (SAL) program supports the achievement of the Government's targets for employment based training and school retention. The approach is aimed at increasing young people's participation in education, employment and training and in particular in achieving a successful transition from school to an apprenticeship.

SAL is a school-based transition program delivered by a RTO and available for students in Years 11 and 12. There are two SAL options in various trades; a two semester family of trades program and a three semester trade specific pre-apprenticeship.

The SAL Family of Trades model allows students to experience a range of trades within an industry to assist them in making an informed choice when selecting their apprenticeship.

The SAL Pre-Apprenticeship model accommodates students who are clear on the trade they want to undertake and provides for direct credit on entry into an apprenticeship. SAL Pre-Apprenticeships are identical to mainstream pre-apprenticeships.

SAL placements funded at each college are determined by the Department. The Department allocates funded places for both Government and non-Government schools. Providers must seek approval from the Department for any change in the number of SAL places.

Profile funded SAL delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be codes as follows:

Type of Student:	School apprenticeship link
Course	Appropriate SAL qualification
Training type:	P
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource and course fees are to be applied to students enrolled in profile funded SAL programs.

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING

This policy applies to all publicly funded RPL assessments.

Policy:

1. The Minister will fund the student curriculum hours (SCH) associated with RPL assessments at the same rate as other forms of training delivery.
2. Excessive reporting of Unsuccessful RPL will be monitored and, if necessary, funding constraints may be applied to future Delivery and Performance Agreements.
3. The SCH associated with the RPL assessments for any one client each semester should not exceed the SCH required for a full qualification. RPL reported for each client will be monitored and funding constraints may be applied to future Delivery and Performance Agreements where excessive RPL has been reported for a client.
4. Fee for Service arrangements should be established where the aim of a RPL process is to:
   a) prepare school teachers to deliver VET qualifications; or
   b) assess the competencies of a government employee, where those competencies form part of the government agency's conditions of employment, or are a requirement for promotion.

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY

In support of the National Strategy for Vocational Education and Training for Adult Prisoners and Offenders in Australia, the Department of Corrective Services (DCS) and the Department of Education and Training, in liaison with Providers, are developing a joint planning process and standard protocols for prison based delivery. The aim is to establish a framework for the provision of high standard vocational education and training for offenders in WA prisons.

As an initial step in the on-going process of developing cooperative working arrangements between Providers and the DCS, the following protocols will apply in 2009:

- The Provider will develop planned prison delivery in consultation with DCS;
- The Provider will work with DCS in the development of mutually agreed business rules for delivery in a prison. Once agreed, these business rules will form the basis of a memorandum of understanding between the Provider and DCS;
- The Provider will keep DCS informed of the actual delivery through regular reports and meetings; and
- The Provider gives permission for the Department releasing information to DCS on the Provider's actual and planned delivery across all years associated with prisoners. Such information is not to include individual student information.

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT

This protocol provides a basis for the use and evaluation of professional development (PD) funded through the STQC program. STQC funded PD activities must be additional to core PD activities.

The Minister will provide the STQC funding as identified in Table 4, subject to the submission of an acceptable PD Plan. The provider will be required to repay any STQC funds that have not been spent on approved PD activities.

The purpose of these guidelines is:

- To provide information on the requirements and content of the annual PD Plan and report to be submitted to the VET Programs and Development Branch of the Department for STQC funded PD activities.
- To ensure there is a strong focus on teaching, learning and assessment of lecturers, it will be necessary to develop strategies for the maximum number of practitioners to benefit from the funding recognising that there is a mutual responsibility for colleges to provide opportunities for PD.
- To ensure there is clear evidence in the reporting process that learning and development activities are producing measurable improvements in the quality of teaching, learning and assessment in TAFEWA

Requirements

The Provider shall develop, submit and implement an annual PD Plan that;

- aligns with STQC's key directions for the current calendar year. These directions will be supplied by the VET Programs and Development Branch of the Department.
- demonstrates how STQC funding is providing PD opportunities over and above existing and on-going PD.
- Clearly identifies:
    - programs/initiatives/projects/courses funded by STQC which will take place
    - how PD activities will be organised
    - how the success of the activities will be monitored and measured with evidence of improved teaching, learning and assessment practices.

The Provider shall submit an annual report for the calendar year that includes;

- details of the programs/ initiatives/projects/ courses funded by STQC with a demonstration of how this funding provided PD support over and above on-going PD
- an evaluation, including performance indicators, of the effectiveness of the STQC funding support, and if appropriate a rationale for adjustments to original plan
- an acquittal statement of how the funds have been allocated, signed by the Managing Director, showing funds expended on the program in the annual PD Plan.

TIMELINE

Submit PD Plan	Last Friday in February
Submit annual report	First Friday in December

Table 1: College Profile Matrix (All Delivery)

	Industry Group	*Apprentices and trainees*	*Certificate I and II*	*Certificate III and IV*	*Diploma+*	*Total*
01A	Recreation Sports and Entertainment	3,060	0	49,397	0	**52,457**
01B	Visual and Performing Arts	0	8,980	20,960	16,392	**46,332**
01C	Design	0	0	0	0	**0**
02A	Automotive	459,171	106,746	9,260	0	**575,177**
03A	Building and Constructions	557,830	198,940	468	0	**757,238**
03B	Surveying and Building	0	0	3,900	64,941	**68,841**
04A	Community Service Workers	950	5,760	190,406	29,760	**226,876**
04B	Education and Childcare	10,798	0	283,762	115,966	**410,526**
04C	Health	0	0	11,146	0	**11,146**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	9,043	7,767	6,928	0	**23,738**
06A	Food Trades and Processing	133,298	16,420	200	0	**149,918**
07A	Clothing Footwear and Soft Furnishings	17,650	23,475	72,882	19,968	**133,975**
07B	Furniture Manufacture	206,133	45,799	0	0	**251,932**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	17,160	7,500	93,256	37,063	**154,979**
09B	Metal and Mining	572,803	170,278	7,020	12,907	**763,008**
10A	Animal Care	45,380	6,240	128,340	0	**179,960**
10B	Forestry, Farming and Landcare	0	8,070	16,224	0	**24,294**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	1,334	18,528	9,628	0	**29,490**
11A	Process Manufacturing	2,000	0	0	0	**2,000**
12A	Personal Service	79,697	35,026	0	0	**114,723**
12B	Retail	0	0	0	0	**0**
13A	Cooking	58,541	781	41,222	0	**100,544**
13B	Hospitality	8,078	3,500	38,195	16,287	**66,060**
13C	Tourism	0	0	0	0	**0**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	0	24,715	19,484	**44,199**
15A	Electrical and Electronic Engineering	22,672	8,719	5,984	11,168	**48,543**
15B	Electrical Trades	271,946	123,518	7,504	0	**402,968**
16A	Accounting and Other Business Services	0	0	95,885	25,135	**121,020**
16B	Management	0	0	61,929	48,764	**110,693**
16C	Office and Clerical	11,222	65,124	76,703	0	**153,049**
17A	Computing	4,700	2,158	188,671	57,535	**253,064**
18A	Science and Technical Workers	0	2,132	124,864	46,743	**173,739**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	560,619	189,381	0	**750,000**
19C	Languages	0	5,000	0	0	**5,000**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	56,003	0	0	**56,003**
	Total	**2,493,466**	**1,487,083**	**1,758,830**	**522,113**	**6,261,492**

College Profile Matrix (Metropolitan)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	3,060	0	49,397	0	**52,457**
01B	Visual and Performing Arts	0	8,980	20,960	16,392	**46,332**
01C	Design	0	0	0	0	**0**
02A	Automotive	459,171	106,746	9,260	0	**575,177**
03A	Building and Constructions	557,830	198,940	468	0	**757,238**
03B	Surveying and Building	0	0	3,900	64,941	**68,841**
04A	Community Service Workers	950	5,760	190,406	29,760	**226,876**
04B	Education and Childcare	10,798	0	283,762	115,966	**410,526**
04C	Health	0	0	11,146	0	**11,146**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	9,043	7,767	6,928	0	**23,738**
06A	Food Trades and Processing	133,298	16,420	200	0	**149,918**
07A	Clothing Footwear and Soft Furnishings	17,650	23,475	72,882	19,968	**133,975**
07B	Furniture Manufacture	206,133	45,799	0	0	**251,932**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	17,160	7,500	93,256	37,063	**154,979**
09B	Metal and Mining	572,803	170,278	7,020	12,907	**763,008**
10A	Animal Care	45,380	6,240	128,340	0	**179,960**
10B	Forestry, Farming and Landcare	0	8,070	16,224	0	**24,294**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	1,334	18,528	9,628	0	**29,490**
11A	Process Manufacturing	2,000	0	0	0	**2,000**
12A	Personal Service	79,697	35,026	0	0	**114,723**
12B	Retail	0	0	0	0	**0**
13A	Cooking	58,541	781	41,222	0	**100,544**
13B	Hospitality	8,078	3,500	38,195	16,287	**66,060**
13C	Tourism	0	0	0	0	**0**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	0	24,715	19,484	**44,199**
15A	Electrical and Electronic Engineering	22,672	8,719	5,984	11,168	**48,543**
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16A	Accounting and Other Business Services	0	0	95,885	25,135	**121,020**
16B	Management	0	0	61,929	48,764	**110,693**
16C	Office and Clerical	11,222	65,124	76,703	0	**153,049**
17A	Computing	4,700	2,158	188,671	57,535	**253,064**
18A	Science and Technical Workers	0	2,132	124,864	46,743	**173,739**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	560,619	189,381	0	**750,000**
19C	Languages	0	5,000	0	0	**5,000**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	56,003	0	0	**56,003**
	Total	**2,493,466**	**1,487,083**	**1,758,830**	**522,113**	**6,261,492**

Table 2: Training Delivery Ceilings

	SCH
Ceiling for profile-funded VET for Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**100,000**
Ceiling for profile-funded VET for Non Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**6,502**
Ceiling for profile-funded Institutional delivery in prisons Delivery must be recorded against a prison training provider location (campus) code.	**17,000**
Ceiling for profile-funded Institutional delivery in certificate I and below courses Certificate I and below is defined as delivery against qualifications/courses with ASCED level of Education Id greater than or equal to 524.	**1,056,032**

Table 3: MLCR Matrix (2007 Benchmark Data)

Industry Group		MLCR State Average	MLCR College Actual	
01A	Recreation Sports and Entertainment	79%	83%	
01B	Visual and Performing Arts	78%	80%	
01C	Design	70%	0%	
02A	Automotive	91%	91%	
03A	Building and Constructions	88%	91%	
03B	Surveying and Building	67%	75%	
04A	Community Service Workers	79%	75%	
04B	Education and Childcare	75%	72%	
04C	Health	79%	79%	
04D	Library Workers	84%	0%	
05A	Finance Insurance Property Service Workers	77%	98%	
06A	Food Trades and Processing	89%	89%	
07A	Clothing Footwear and Soft Furnishings	75%	77%	
07B	Furniture Manufacture	80%	79%	
08A	Communications	0%	0%	
08B	Printing & Publishing	82%	68%	
09A	Engineering and Drafting	71%	84%	
09B	Metal and Mining	87%	86%	
10A	Animal Care	77%	80%	
10B	Forestry, Farming and Landcare	84%	74%	
10C	Fishing	81%	0%	
10D	Horticulture	81%	76%	
11A	Process Manufacturing	96%	0%	
12A	Personal Service	82%	88%	
12B	Retail	76%	48%	
13A	Cooking	78%	86%	
13B	Hospitality	77%	86%	
13C	Tourism	77%	85%	
13D	Travel agents	70%	0%	
14A	Transport Trades, Storage and Associated	88%	83%	
15A	Electrical and Electronic Engineering	62%	81%	
15B	Electrical Trades	88%	86%	
16A	Accounting and Other Business Services	67%	71%	
16B	Management	66%	67%	
16C	Office and Clerical	68%	67%	
17A	Computing	59%	56%	+
18A	Science and Technical Workers	79%	87%	
19A	ACE	0%	0%	
19B	Adult Literacy/ESL	46%	51%	+
19C	Languages	73%	87%	
19D	Miscellaneous	39%	0%	
19E	Targetted Access and Participation Courses	70%	60%	

Table 4: Funding for College Training Profile

Student Curriculum Hours (SCH)	6,261,492
Teaching Hours (TH)	456,810
Marginal Unit cost (for use in refund calculation)	
Employment Based Training	$9.20
Institutional Based Training	$7.04
Lecturing Staff	
Salaries Funding	$35,924,401
Remote / Regional Loadings	$0
Total Funding for Lecturing Staff	**$35,924,401**
Academic Support Staff	
Salaries Funding	$4,108,938
Remote / Regional Loadings	$0
Total Funding for Academic Support Staff	**$4,108,938**
Program Management Staff	
Salaries Funding	$3,358,235
Remote / Regional Loadings	$0
Total Funding for Program Management	**$3,358,235**
Non-teaching Staff	
Step 1	$1,344,800
Step 2	$6,739,200
Step 3	$3,602,557
Remote / Regional Loadings	$0
Total Funding for Non-Teaching Staff	**$11,686,557**

Consumables

Consumables	$3,276,563
Remote / Regional Loadings	$0
Total Funding for Consumables	**$3,276,563**

Fixed, Indirect and Semi-variable Costs

Fixed Costs	$5,694,633
Indirect Costs	$154,646
Fixed Component of Semi-variable costs	$625,327
Variable Component of Semi-variable costs	$540,893
Lease costs	$341,249
Capped costs	$469,552
Total Funding for Fixed, Indirect and Semi-Variable Costs	**$7,826,300**

Capital-related items

Minor Works	$344,838
Equipment	$1,493,832
Maintenance	$1,126,851
Total Funding for Capital-related Items	**$2,965,521**

Community Service Obligations and Additional Items

Support for Students with Disabilities	$731,728
Trade Lecturer Salary Funding in Specific Skill Shortage Areas	$908,251
Technology Infrastructure Replacement Strategy	$745,000
Thin Market Loading for Apprenticeships	$357,845
Duty of Care Funding Allocation	$354,992
Indigenous Funding	$327,180
AQTF Systems Development and Implementation	$257,331
Compaction of salary grades	$249,525
State Training Quality Committee Funding	$183,240
Cataloguing Service	$122,638
School Student Resource Fees	$107,682
SAL Coordination Support	$75,000
Provisional Funding for Lease Cost and/or Fixed Cost	$25,000
Shared Services Savings in Advertising due to web-based job advertising	-$23,000
Shared Services Efficiencies - Non Salary Items	-$195,925
Shared Services Efficiencies - Salary	-$254,984
Shared Services Efficiencies - phase 1 (Savings from Existing and New Common Use Contracts)	-$258,835
Budget adjustment - travel, advertising and consultants	-$280,108
Shared Services Efficiencies - phase 2 (Savings from Existing and New Common Use Contracts)	-$331,073
Retention Funding Adjustment	-$569,217
Efficiency Dividend	-$1,205,673
Total Funding for CSOs and Additional Items	**$1,326,596**

LESS Tuition Fee Revenue	**-$5,434,975**
TOTAL FUNDING	**$65,038,137**

Table 5: Funded ASL, Principal Lecturer and Salary Maintenance positions

Lecturer Type	Name	Funding	FTE	Salary
ASL1	Profile proportion of Lecturers Certified Agreement quota		87.00	$6,139,242
Funding (incl on-cost @ 13.84%)		**$6,988,913**	**87.00**	
ASL2	Profile proportion of Lecturers Certified Agreement quota		43.50	$3,171,237
Funding (incl on-cost @ 13.84%)		**$3,610,136**	**43.50**	
PL	Profile proportion of Lecturers Certified Agreement quota		10.80	$821,005
Funding (incl on-cost @ 13.84%)		**$934,632**	**10.80**	
SM	Bailey L		1.00	$70,566
SM	Brendan Sargent		1.00	$70,566
SM	Cristopher Smith		1.00	$70,566
SM	Donald Hardingham		1.00	$70,566
SM	Laureen Lindsay		1.00	$70,566
Funding (incl on-cost @ 13.84%)		**$401,662**	**5.00**	

Total Funding (incl on-cost @ 13.84%) **$11,935,343**

Table 6: Industry Groups subject to Hard Ceilings

Industry Group	
01B	Visual and Performing Arts
16B	Management
19B	Adult Literacy/ESL

Table 7: Apprenticeships subject to 'thin markets' loading

Apprenticeship
UPHOLSTERER
TRIMMING
TOOLMAKING AND JIGMAKING (METAL FURNITURE)
TIMBER FURNITURE FINISHER
STEEL FRAMING (HOUSING)
FRENCH POLISHING (INCLUDING ALL WOOD FINISHING)
ENGINEERING TRADESPERSON (MECHANICAL)
ENGINEERING TRADESPERSON (FABRICATION)
AIRCRAFT MAINTENANCE ENGINEER - AVIONICS

Table 8: Special Terms and Conditions Under Clause 28

a) Funds provided for the Technology Infrastructure Replacement Strategy are to be used for the purpose approved by the Department. The Provider is to submit an acquittal statement for the expenditure of these funds each year. A refund will be payable or future funding allocations may be reduced where the acquitted expenditure over two years is less than the funding provided.

b) To support Recognition of Prior Learning (RPL) delivery the Provider will:

• Nominate a single contact point for RPL referrals from the Career Development Centre (CDC). Implementation of the 'One-Stop-Shop / Referral Centre' through the CDC will require a single contact point within each Provider to enable a seamless experience for the applicant and a streamlined RPL process for both the Provider and the CDC;

• Offer candidates referred from the CDC an interview within 10 working days of the referral;

• Ensure that correct coding is used to enable all RPL activity to be captured as RPL

• Aim to grow RPL delivery above the level reported in 2008; and

• Increase Scope of Registration for Trade Skills Recognition (TSR).

c) Training provided to school students in the Dream Factory and Playground projects will not count towards the ceiling on VET in non-Government schools delivery.

d) The following Additional Items Refund is added to clause i) of the Refund calculation in Schedule 2

vii Funding (calculated at the IBT Unit Cost) for the under-achievement of the following training target:

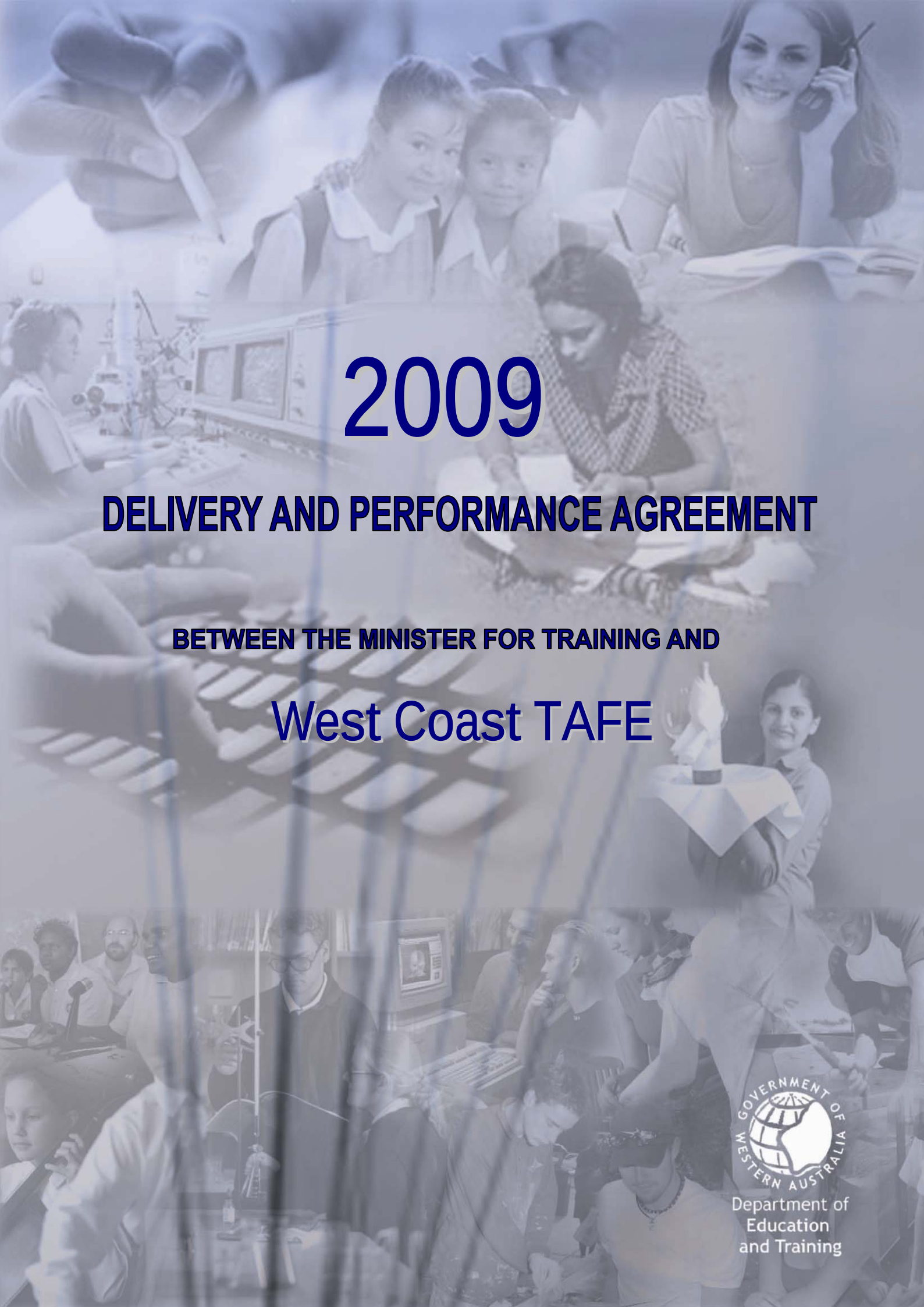
1. 200 000 SCH in Course in Applied Vocational study Skills (course number 1004).

Table 9: Skill Shortage Matrix

Wadt Group	Apprentices and Trainees	Skill Shortage Institutional	General Institutional	Total SCH
01A Recreation Sports and Entertainment	3,060	16,347	33,050	52,457
01B Visual and Performing Arts	0	0	46,332	46,332
01C Design	0	0	0	0
02A Automotive	459,171	4,530	111,476	575,177
03A Building and Constructions	557,830	0	199,408	757,238
03B Surveying and Building	0	37,180	31,661	68,841
04A Community Service Workers	950	121,930	103,996	226,876
04B Education and Childcare	10,798	171,863	227,865	410,526
04C Health	0	11,146	0	11,146
04D Library Workers	0	0	0	0
05A Finance Insurance Property Service Workers	9,043	3,253	11,442	23,738
06A Food Trades and Processing	133,298	0	16,620	149,918
07A Clothing Footwear and Soft Furnishings	17,650	0	116,325	133,975
07B Furniture Manufacture	206,133	0	45,799	251,932
08A Communications	0	0	0	0
08B Printing & Publishing	0	0	0	0
09A Engineering and Drafting	17,160	28,619	109,200	154,979
09B Metal and Mining	572,803	13,007	177,198	763,008
10A Animal Care	45,380	0	134,580	179,960
10B Forestry, Farming and Landcare	0	5,910	18,384	24,294
10C Fishing	0	0	0	0
10D Horticulture	1,334	0	28,156	29,490
11A Process Manufacturing	2,000	0	0	2,000
12A Personal Service	79,697	0	35,026	114,723
12B Retail	0	0	0	0
13A Cooking	58,541	0	42,003	100,544
13B Hospitality	8,078	39,975	18,007	66,060
13C Tourism	0	0	0	0
13D Travel agents	0	0	0	0
14A Transport Trades, Storage and Associated	0	14,100	30,099	44,199
15A Electrical and Electronic Engineering	22,672	10,204	15,667	48,543
15B Electrical Trades	271,946	0	131,022	402,968
16A Accounting and Other Business Services	0	78,535	42,485	121,020
16B Management	0	28,880	81,813	110,693
16C Office and Clerical	11,222	0	141,827	153,049
17A Computing	4,700	108,804	139,560	253,064
18A Science and Technical Workers	0	152,998	20,741	173,739
19A ACE	0	0	0	0
19B Adult Literacy/ESL	0	0	750,000	750,000
19C Languages	0	0	5,000	5,000
19D Miscellaneous	0	0	0	0
19E Targetted Access and Participation Courses	0	0	56,003	56,003
Total	2,493,466	847,281	2,920,745	6,261,492

Table 10: Benchmarks for Training in Skill Shortage and Other Priority Areas

	2007 Actual	2009 Planned
Employment-based Training (Benchmark: TRS Commencements)		
TRS Commencements	4,525	4,513
Student Curriculum Hours	2,499,901	2,493,466
Institutional Skill Shortages (Benchmark: Course Enrolments)		
Course Enrolments*	2,266	2,970
Student Curriculum Hours*	646,520	847,281
*Note: both years are calculated using the PPP Skill Shortage List		
Indigenous Cert III+		
Course Enrolments	385	310
Indigenous Regional		
Course Enrolments	1	0
Disability		
Course Enrolments	1,728	1,447
15-19		
Course Enrolments	10,987	10,781
Certificate IV and Above		
Course Enrolments	5,014	5,655
Student Curriculum Hours	1,338,196	1,509,300



2009

DELIVERY AND PERFORMANCE AGREEMENT

BETWEEN THE MINISTER FOR TRAINING AND

West Coast TAFE

GOVERNMENT OF WESTERN AUSTRALIA

Department of Education and Training

TABLE OF CONTENTS

SECTION I ABOUT THIS AGREEMENT 3

1. PARTIES 3
2. INTERPRETATION 3
3. TERM OF THIS AGREEMENT 5
4. SCOPE 5

SECTION II SUMMARY OF ROLES 7

5. ROLE OF THE MINISTER 7
6. ROLE OF THE PROVIDER 7

SECTION III TRAINING DELIVERY 8

7. STUDENT SERVICE STANDARDS 8
8. TRAINING PACKAGES 8
9. INABILITY TO PROVIDE TRAINING SERVICES 9
10. TRAINING ARRANGEMENTS 9
11. ACCESS AND EQUITY 10
12. CONFIDENTIALITY 10
13. TRANSFER OF APPRENTICES AND TRAINEES 10
14. RECOGNITION OF PRIOR LEARNING 10

SECTION IV PAYMENT 11

15. PAYMENT FOR TRAINING SERVICES 11
16. ADDITIONAL TRAINING SERVICES 11

SECTION V MEASURING PERFORMANCE 12

17. RECORD-KEEPING 12
18. AUDITS AND MONITORING VISITS 12
19. STUDENT SURVEYS 12
20. INVALID ENROLMENTS (IE) 13
21. CONTRACT PERFORMANCE CRITERIA 13

SECTION VI FINANCIAL MATTERS 15

22. ALTERNATIVE FUNDING 15
23. TAXES 15

SECTION VII ADMINISTRATION OF THIS AGREEMENT 16

24. APPLICABLE LAW 16
25. VARIATIONS 16
26. SEVERABILITY 16
27. WAIVER 16
28. ENTIRE CONTRACT 16
29. COMPLIANCE WITH LAW 16
30. SPECIAL TERMS AND CONDITIONS 16
31. NOTICES 17
32. SIGNATORIES TO THIS AGREEMENT 18

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE 19

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE 21

1. FUNDING 21
2. PAYMENT SCHEDULE 21
3. REFUND 21

SCHEDULE 3 REPORTING REQUIREMENTS 25

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS 26

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS 28

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK 30

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING 31

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY 32

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT 33

SECTION I ABOUT THIS AGREEMENT

1. Parties

This is an Agreement between the Minister for Training ("the Minister") and West Coast TAFE ("the Provider").

2. Interpretation

In this Agreement, unless the context indicates otherwise:

a) headings are for reference only;

b) a reference to a person includes a reference to any corporation or entity that is recognised by law;

c) plural words include the singular and vice versa; and

d) the following terms have specific meanings assigned to them:

"Acquittal Certificate" means a document, issued by the Provider, confirming that both the Minister and the Provider have met all of the terms of this Agreement.

"Agreement" means this document, including any Schedules and Variations.

"Apprentice" means an apprentice or 'industrial trainee' registered in Western Australia in accordance with the *Industrial Training Act* 1975 (WA).

"AQTF" means the Australian Quality Training Framework.

"Credit Transfer" means credit granted to a student for a Unit of Competency achieved through participation in another training program.

"Employment based training" or "EBT" means training delivered to an apprentice or trainee.

"End of Study reporting" means the reporting of module and unit enrolments that end in the collection year and therefore have finalised outcomes.

"Enrolment" means participation with an RTO of a student in learning and/or assessment against a Unit of Competency. A complete definition is available in the WA VET Enrolment Data Standard.

"General Institutional" or "GI" means institutional based training in areas other than Skills Shortage Areas.

"GST" means a tax in the nature of a supply or goods and services tax imposed by the Commonwealth of Australia.

"Industry Group" is a classification, determined by the Minister, of the occupation or outcome that a qualification is intended to serve.

"Institutional based training" or "IBT" means training delivery other than training for an apprentice or trainee.

"Invalid Enrolment" or "IE" refers to an enrolment where the Provider cannot provide proof of student participation as required by the appropriate version of the *Western Australian VET Enrolment Data Standard*.

"Minister" means the Minister for Training, a body corporate as constituted under section 7 of the *Vocational Education and Training Act 1996 (WA).* References to the Minister include a reference to authorised officers of the Western Australian Department of Education and Training.

"Module" means a component of an accredited course against which a student is assessed. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"Notice of Arrangement" is an arrangement defined in the *Acts Amendment (Higher School Leaving Age and Related Provisions) Act 2005* under which a person who has not reached the age of 18, is enrolled in full time accredited training, a gazetted course, an approved combination of education, training and/or employment, becomes an apprentice or trainee or engages in other approved employment.

"Provider" means West Coast TAFE.

"Registered Training Organisation" or "RTO" means a training provider registered with the Training Accreditation Council of Western Australia.

"Recognition of prior learning" or "RPL" is an assessment process resulting in the formal recognition of competencies acquired through formal or informal training, work experience and / or life experience.

"Recognition of current competencies" is an assessment process resulting in the confirmation that a student is currently competent in a Unit of Competency previously attained through training and assessment by an RTO.

"Skills Shortage Areas" are the qualifications identified by the Minister as priority for addressing skills shortage occupations. The qualifications in Skills Shortage Areas are identified in the Course Master file.

"Skills Shortage Institutional" or "SSI" means IBT delivery in Skills Shortage Areas.

"Student" means a person who is provided with Training Services under this Agreement.

"Student Curriculum Hours" or "SCH" means the number of enrolments in a Unit of Competency multiplied by a figure recognised by

the Minister as the weight of that Unit of Competency relative to other Units of Competency.

"TAFEWA College" means a College established under the *Vocational Education and Training Act 1996 (WA).*

"Trainee" means a trainee registered in Western Australia in accordance with the *Vocational Education and Training* Act *1996 (WA).*

"Training Arrangement" means an agreement between the Provider and another person to provide some or all of the Training Services in this Agreement.

"Training Package" means an integrated set of nationally endorsed competency standards, assessment Guidelines and Australian Qualifications Framework (AQF) qualifications for a specific industry, industry sector or enterprise.

"Training Services" means the services listed in Schedule 1.

"Unit of Competency" is a component of a training package qualification against which a student is assessed. A Unit of Competency refers to a discrete workplace requirement and includes the knowledge and skills that underpin competency as well as language, literacy and numeracy; and occupational health and safety requirements. For the purpose of reporting training delivery under this Agreement, Modules and Units of Competency shall be treated as similar entities.

"VET" means Vocational Education and Training.

"VET Level" is a classification, determined by the Minister, which separates Traineeships and Apprenticeships (Employment Based Training) from other delivery (Institutional Based Training) and sub-divides the latter on the basis of Australian Qualification Framework levels.

3. Term of this Agreement

a) The Agreement will conclude on 31 December 2008 or when the Training Services described under Schedule 1 are completed.

b) The Minister may, within twelve months of signing this Agreement, exercise an option to extend this Agreement.

c) The Minister may extend this Agreement on up to two separate occasions, with the maximum period of each extension being one year.

4. Scope

a) Enrolments will only be funded under this Agreement where they meet the criteria in Schedule 1.

b) Unless expressly stated in Schedule 1, the following categories of Enrolments will not be funded under this Agreement:

i enrolments by students whose primary place of residence is not in Western Australia;

ii enrolments by residents of Christmas Island or Cocos Island;

iii enrolments by students who are neither Australian citizens nor permanent residents of Australia, except where the student is a holder of a visa that entitles the student to enrol in training at the fee rates that apply to publicly funded training (as identified in the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*);

iv higher education programs, including University preparation courses (ie programs whose sole or primary aim is to provide entrance to a university course);

v delivery to secondary school students, unless the delivery is under a Notice of Arrangement;

vi IBT delivery in prisons, or to prisoners;

vii programs classified by the Minister as Adult and Community Education;

viii enrolments in programs that are not accredited by the Training Accreditation Council, or which fall outside of the Provider's scope of registration;

ix credit transfers, exemptions, enrolments for recognition of current competency and exam only enrolments.

SECTION II SUMMARY OF ROLES

5. Role of the Minister

The Minister:

a) agrees to provide the funding described in Schedule 2 in accordance with the Payment Schedule described in Schedule 2;

b) will supply the Provider with details of the process for claiming funding under this Agreement; and

c) is only required to provide funding where the Provider meets all of the terms of this Agreement.

6. Role of the Provider

The Provider:

a) agrees to provide the Training Services described in Schedule 1;

b) will meet all relevant requirements of the AQTF, including registration with the Training Accreditation Council;

c) agrees to submit information to the Minister as described in Schedule 3;

d) agrees to meet all of the terms of this Agreement, and of any other Agreements with the Minister;

e) agrees to repay to the Minister any refund as described in Schedule 2;

f) agrees to collect fees from students in accordance with the most current *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*;

g) will comply with the *Apprenticeships and Traineeships Policy Guidelines* (as issued by the Minister from time to time) including the requirements relating to the implementation of Fast Track Apprenticeships, when providing training to apprentices and trainees;

h) will support the requirement for the State to increase the utilization of publicly funded training infrastructure by making training premises available on a commercial basis for purposes that do not conflict with the Provider's vocational education and training purposes;

i) will submit a revised profile plan at course level for the May and September addendum by 1 May 2009 and 18 September 2009 respectively; and

j) will comply with all other relevant policies and guidelines issued by the Minister.

SECTION III TRAINING DELIVERY

7. Student Service Standards

a) For the Training Services described in Schedule 1, the Provider:

i will ensure that students are given appropriate guidance in relation to the selection of units of competency and that meets the students expected outcomes from the program of study;

ii will ensure that training delivery is consistent with Training Package guidelines, including meeting the criteria for the awarding of qualifications;

iii will ensure that the level of resources, including the actual hours of instruction or other supervised learning modes, that is provided to students reflects the content of the program of study and allows for a successful outcome; and

iv will ensure students enrolling in a course of study outside of the normal full-time admissions process comply with the minimum entrance requirements policy.

8. Training Packages

a) Unless otherwise agreed, where:

i a Training Package has been approved for public funding in Western Australia, and

ii the Purchasing Guide (formerly known as Implementation Guide) for the Training Package indicates that the Package covers one or more of the Training Services in Schedule 1,

the Provider must use only qualifications from this Training Package when providing those Training Services to new students.

b) Existing students studying superseded courses should be encouraged to transfer into the equivalent training package qualification as soon as possible. Existing students must be given the option to complete the course or qualification in which they are currently enrolled if transition to the new or equivalent qualification will cause disadvantage in increased nominal hours or cost. New students must be enrolled in the new or equivalent training package qualification within 12 months of final endorsement, provided that a Purchasing Guide is available for implementing the training package. If this requirement cannot be met, approval must be obtained to continue delivering the superseded course or qualification.

9. Inability to Provide Training Services

a) Where the Provider is unable to offer the Training Services described in Schedule 1, the Provider shall:

i notify the Minister within seven days;

ii make reasonable efforts to assist students to enrol with an alternative Registered Training Organisation.

b) Where the Provider cannot assist students to enrol with an alternative Registered Training Organisation, the Provider shall notify the Minister within seven days.

c) Where in the opinion of the Minister, the Provider is unlikely to achieve the training targets stated in Schedule 1 by 31 December 2009, the Minister may renegotiate the training targets to reflect targets that can be justified against current enrolments and delivery achieved in previous years.

10. Training Arrangements

a) The Provider may enter into a Training Arrangement, but the Provider remains responsible for ensuring that the terms of this Agreement are met.

b) In particular, the Provider remains responsible for ensuring that the Training Services are delivered in accordance with the AQTF.

c) The terms of a Training Arrangement must be in writing, and must not be inconsistent with this Agreement.

d) The Provider shall pay all costs associated with a Training Arrangement.

e) The Provider shall advise students, prior to the commencement of training services, of the existence of a Training Arrangement.

f) Within fourteen days of signing a Training Arrangement, the Provider shall advise the Minister of:

i the legal name and business address of the other party to the Training Arrangement; and

ii the training services covered by the Training Arrangement.

g) Where the other party to the Training Arrangement is a TAFE**WA** College, the Training Arrangement must state that “All delivery covered by this contract is to be reported by the other party to the Department of Education and Training as fee for service activity”.

h) Where the Minister is aware of factors that may affect the capacity of a person to meet their obligations under a Training Arrangement, the Minister may notify the Provider of these factors and / or request an appropriate variation to this Agreement.

11. Access and Equity

a) In providing Training Services, the Provider:

i shall comply with the relevant State and Federal Government anti-discrimination legislation including the *Disability Discrimination Act Education Standards 2005*;

ii shall not use sexist, racist or other language which offends community standards;

iii shall ensure that the learning environment is free from harassment or victimisation;

iv shall not use or promote cultural, racial, disability or gender based stereotypes;

v shall ensure that programs and appropriate venues are accessible to all students; and

vi shall ensure that students are provided with additional support services where required.

12. Confidentiality

a) Unless the Minister provides approval in writing, the Provider may not disclose information acquired in connection with this Agreement to any person.

b) In particular, the Provider shall establish procedures to ensure the confidentiality of all information relating to its students.

c) The Provider shall ensure that its employees, agents and contractors also meet the terms of this clause.

13. Transfer of Apprentices and Trainees

a) The Minister must approve the transfer of an apprentice or trainee between RTOs.

b) In cases where an apprentice or trainee transfers to the Provider, the Minister will not fund the Provider under this Agreement for units of competency that have previously been completed and a statement of attainment has been issued by an RTO.

c) The Provider will comply with procedures for transferring apprentices and trainees that are published by the Minister from time to time.

14. Recognition of Prior Learning

a) Recognition of prior learning must be offered to all (individuals, clients, students, participants) upon enrolment and prior to commencement of formal training delivery. Providers must be able to demonstrate that they

have undertaken processes to encourage the uptake of, and to streamline the delivery of RPL.

SECTION IV PAYMENT

15. Payment for Training Services

a) The Minister will make payments to the Provider, following the process contained in Schedule 2.

b) The Minister may, at any time and without notice, vary the process for making payments contained in Schedule 2.

c) Where the Provider does not meet the terms of this Agreement, the Minister may withhold any funding that would otherwise be payable.

d) Where the Provider owes money to the Minister under a separate Agreement, the Minister may offset this against the amount payable for this Agreement.

e) The Minister will conduct a reconciliation of payments at the end of this Agreement.

f) If, at any time, an overpayment is identified, the Minister shall supply the Provider with an invoice for the amount of the overpayment. The Provider shall repay this amount to the Minister within thirty days.

g) If, at any time, an underpayment is identified, the Minister shall pay this amount to the Provider within thirty days.

16. Additional Training Services

a) Training targets, conditions and funding for additional training services (other than the training services defined in Schedule 1) may be defined in additional schedules to this Agreement.

b) Each category of Training Services will be treated separately for funding, reporting and enrolment purposes.

SECTION V MEASURING PERFORMANCE

17. Record-keeping

a) The Provider shall keep all financial, enrolment and assessment records related to this Agreement in a way that will enable them to be conveniently inspected by the Minister or the Minister's nominee.

b) The Provider shall keep accounting records that allow income related to this Agreement to be identified separately.

c) The Provider shall keep all financial, enrolment and assessment documentation for at least twelve months from the expiry of this Agreement. Under the AQTF, some documents will need to be kept for longer than twelve months.

18. Audits and Monitoring Visits

a) For the purposes of assessing compliance with both the AQTF and the terms of this Agreement, upon giving reasonable notice, the Minister or the Minister's nominee may:

i inspect any records under the Provider's control that relate to this Agreement;

ii inspect the premises used for provision of training services; and

iii meet with the employees, agents, contractors and students of the Provider.

b) Unless otherwise agreed between the Minister and the Provider, audits and monitoring visits will take place during business hours.

c) The Provider shall make every effort to assist the Minister or the Minister's delegate to carry out an audit or monitoring visit.

19. Student Surveys

The Minister or the Minister's nominee may conduct surveys of the students being provided with Training Services under this Agreement.

a) The Provider will supply the Minister with information necessary to effectively conduct a student survey.

b) The Minister may publish the results of student surveys, provided that information is not disclosed that would identify individual students.

20. Invalid Enrolments (IE)

a) Upon request from the Minister, the Provider shall provide evidence to prove student participation in each Enrolment for which funding was claimed.

b) Proof of student participation shall meet the standards contained in the appropriate *Western Australian VET Enrolment Data Standard* version.

c) Proof of student participation shall be retained for at least twelve months, as required by clause 17.

d) Where student participation cannot be substantiated, the Minister may adjust the funding payable under Schedule 2.

21. Contract Performance Criteria

a) The Minister may use the Contract Performance Criteria – Quality of Training, Access and Participation, Outcomes Achieved, and Contract Management - when deciding whether to extend this Agreement, vary this Agreement, and / or enter into future Agreements with the Provider.

b) In assessing 'Quality of Training', the Minister may consider the following factors:

i the outcomes of monitoring visits;

ii feedback from student surveys;

iii for delivery to Apprentices and Trainees, feedback from employer surveys;

iv compliance with the AQTF;

v compliance with relevant policies issued by the Minister; and

vi complaints received from the Provider's students.

c) In assessing 'Access and Participation', the Minister may consider the following factors:

i the proportion of students from equity target groups relative to the proportion these groups represent in the general population; and

ii the profile of enrolments by students from equity target groups across industry groups, qualification levels and employment and institutional based pathways.

d) Equity target groups may be identified by the Minister from time to time and include students from the following groups:

i Indigenous students;

ii Students with a disability;

iii Youth (15 to 19 years);

iv Mature age students (over 45 years)

v Students of diverse cultural and linguistic background; and

vi Women

e) In assessing 'Outcomes Achieved', the Minister may consider the following factors:

i the proportion of students successfully completing each Unit of Competency;

ii the proportion of students successfully completing qualifications at certificate III or above;

iii the proportion of students progressing to further study or employment; and

iv the proportion of students achieving a qualification.

These outcomes will be assessed for the student population as a whole, and for targeted access groups within that population.

f) In assessing 'Contract Management', the Minister may consider the following factors:

i the timeliness of reporting by the Provider including the resulting of all enrolments within seven (7) weeks of the expiry of the enrolment activity end date;

ii the maximization of response rates in reporting, to properly allocate students to correct access and participation groups;

iii proportion of claims for payment with errors identified;

iv proportion of Invalid Enrolments (IE) identified;

v the actual level of training delivery compared to the contracted level of training delivery described in Schedule 1;

vi the actual level of training delivery compared to the benchmarks for priority areas of delivery stated in Schedule 1; and

vii the timeliness with which contractual documents are returned to the Minister.

SECTION VI FINANCIAL MATTERS

22. Alternative funding

a) The Provider confirms that, other than the funds provided in this Agreement, it has not received funding for the delivery to be reported under this Agreement.

b) The Provider shall notify the Minister within fourteen days if it secures funding (either in full or in part) for the delivery to be reported under this Agreement.

c) Upon receiving this notification, the Minister may change the amount payable to the Provider under Schedule 2.

23. Taxes

a) The funding in this Agreement is exclusive of GST.

b) In the event that GST is payable on services provided under this Agreement, the GST will be paid by the Minister upon presentation of a valid Tax Invoice.

c) All other taxes, duties and charges shall be paid by the Provider.

SECTION VII ADMINISTRATION OF THIS AGREEMENT

24. Applicable Law

This Agreement is governed by the law of Western Australia.

25. Variations

a) This Agreement may be varied at any time by a signed written agreement between the Minister and the Provider.

b) In deciding whether to agree to a proposed variation, the Minister will have regard to the Contract Performance Criteria described in clause 21.

26. Severability

Where any part of this Agreement is not enforceable (for whatever reason), it does not form part of the Agreement. All other parts of the Agreement will remain in full force.

27. Waiver

a) A waiver of a party's rights under this Agreement must be in writing and signed by that party.

b) A waiver by a party shall not affect that party's rights in respect of any subsequent breach of the Agreement.

28. Entire Contract

The contract between the Minister and the Provider is contained in this Agreement. No other written or verbal arrangement between the parties will be read into this Agreement.

29. Compliance with Law

In carrying out its duties under this Agreement, the Provider must comply with all applicable laws including the *Working With Children (Criminal Record Checking) Act 2004*.

30. Special Terms and Conditions

Special terms and conditions that apply to this Agreement are stated in Table 8.

31. Notices

a) Notices associated with this Agreement must be in writing and delivered to the following addresses:

i To the Minister

Director
Training Resource Allocation
Western Australian Department of Education and Training
Level 2, 151 Royal Street
EAST PERTH WA 6004
fax: (08) 9264 4281

ii To the Provider

Managing Director
West Coast TAFE
35 Kendrew Crescent
JOONDALUP WA 6027

b) Either party may change its contact details by providing a notice in writing to the other party.

c) A notice will be considered to have been received:

i two days after being placed in the mail with postage paid;

ii if the notice is being served personally, at the time that the notice was presented;

iii if the notice is being transmitted by fax, at the time that the whole notice has been transmitted from the sending machine and the answer back of the receiving machine has been received; and

iv if the notice is being transmitted by email, one hour after the correctly addressed email was sent.

32. Signatories to this Agreement

Signed on behalf of the Minister for Training by

SIMON WALKER

EXECUTIVE DIRECTOR

PLANNING AND RESOURCES

DEPARTMENT OF EDUCATION AND TRAINING

Acting under delegated authority pursuant to Section 10 of the *Vocational Education and Training Act 1996* in the presence of

Witnessed by: *(Sign)* **Name:** *(Please Print)* **Office**

The Common seal of West Coast TAFE was affixed to this document in the presence of

Chairperson of the College Council
Date

Witnessed by member: *(Sign)* **Name:** *(Please Print)*

SCHEDULE 1 TRAINING SERVICES: COLLEGE TRAINING PROFILE

1. This Schedule describes the College Training Profile as per Section 42 of the *Vocational Education and Training Act 1996 (WA)*.

2. This Agreement, so far as it relates to the College Training Profile, constitutes a Resource Agreement as per Section 5 of the *Vocational Education and Training Act 1996 (WA)*.

3. The College Training Profile shall be treated as separate from other Training Services detailed in this Agreement.

4. The College Profile Matrix in Table 1 sets out the delivery targets (expressed in Student Curriculum Hours) for each combination of Industry Group and VET Level.

5. The College Training Profile is also presented as a Skills Shortage Matrix in Table 9 which identifies for each Industry Group the delivery targets for:

   - Employment based training;
   - Skills Shortage Institutional training; and
   - General Institutional training.

6. Activity benchmarks relating to the following State and Commonwealth priorities are stated in Table 10. The Minister may use these benchmarks as Contract Performance Criteria for the purpose of clause 21:

   - Employment Based Training commencements;
   - Skills Shortage Institutional training;
   - training places for people with a disability;
   - training places in regional and remote locations for Indigenous Australians;
   - participation by Indigenous Australians at Certificate III level or higher;
   - training places for 15 to 19 years old students; and
   - training at certificate IV and above.

7. The permissible levels of VET for government schools, VET for non-government schools, prisons delivery and delivery in certificate I and below courses are set out in Table 2. The delivery of VET for government schools and non-government schools will be in accordance with the protocol set out in Schedule 4.

8. The delivery of School Based Traineeships and Apprenticeships will be in accordance with the protocol set out in Schedule 5.

9. The delivery of the School Apprenticeship Link program will be in accordance with the protocol set out in Schedule 6.

10. Training services for Recognition of Prior Learning will be delivered and funded in accordance with the policy set out in Schedule 7.

11. Unless prior approval is given by the Minister, the Provider must offer all Apprenticeship programs that it has offered in previous years.

12. The Module Load Completion Rate (MLCR) Matrix is contained in Table 3. The Minister may use the MLCR as a Contract Performance Criteria for the purpose of clause 21. The method of calculating MLCR is defined in the 2009 – 2011 College Planning Guidelines.

13. The delivery of training to prisoners will be in accordance with the protocol set out in Schedule 8.

SCHEDULE 2 FUNDING: COLLEGE TRAINING PROFILE

1. Funding

a) Table 4 details the funding to be provided by the Minister for the delivery of the College Training Profile.

b) The basis of funding Advance Skill Lecturer, Principal Lecturer and Salary Maintenance staff is listed in Table 5.

c) No funding will be provided by the Department of Treasury and Finance to cover the cost of the 27th pay that will occur in 2015. Providers should ensure that appropriate provision is made in the preceding years to cover the cost of the additional pay when it falls due.

2. Payment schedule

a) Subject to the Provider meeting all of the terms in this Agreement, the Minister will pay the Provider in fortnightly disbursements in accordance with a schedule issued by the Minister.

b) The Provider's refund liability will be determined in the second quarter of 2010.

c) If a refund is payable, the Provider will pay the refund by the date stated on an invoice supplied by the Minister.

3. Refund

a) Where the Provider fails to meet the targets in Schedule 1, a refund will be payable to the Minister. In specific circumstances detailed below a credit may be payable to the Provider. The Total Refund is calculated as follows:

Total Refund	=	Refund for EBT, Skills Shortage Institutional and General Institutional
	Plus or Minus	Additional Items Refund or Credit
	Plus or Minus	Fees Refund or Credit
	Minus	EBT Credit
	Minus	Skills Shortage Credit

The Provider is not eligible for additional funding where the EBT and Skills Shortage Credits are greater than the other refund items payable by the Provider.

The following clauses explain the components of the refund calculation.

b) The refund will be calculated separately for each of the following categories of delivery:

- EBT;
- Skills Shortage Institutional (SSI); and
- General Institutional (GI).

The Skills Shortage Matrix (Table 9) defines the **Target SCH** for each of these categories of delivery.

c) The refund for EBT, SSI and GI is calculated as follows:

i **Reported SCH** is sourced from the Provider's final enrolment statistics data submission on an end of study basis. This is determined from the AVETMISS data collection in accordance with the following criteria:

- Fund source Id – State = 10;
- Enrolment category Id = C or S;
- Outcome identifier not 53, 54, 60 or 70; and
- Enrolment activity end date between 1 January 2009 and 31 December 2009;

ii **Validated SCH** are determined by reducing Reported SCH by that portion of the Provider's Invalid Enrolment (IE) rate in excess of three percent;

iii **Funded SCH** are determined by reducing Validated SCH for any delivery that exceeds the agreed tolerances for profile management (see below);

iv **Shortfall SCH** is determined by subtracting Funded SCH from Target SCH; and

v A **Shortfall Refund** is calculated for each category of delivery as: **Shortfall SCH x Unit cost.**

d) The Unit Cost for EBT delivery and IBT delivery is stated in Table 4.

e) Funded SCH for EBT is calculated by assessing the Provider's total Validated SCH for EBT against the Provider's total Target SCH for EBT. The following rules apply to the calculation of Funded SCH for EBT delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for EBT delivery above the Target SCH will create an **EBT Credit** calculated on the Unit Cost for Employment Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

f) Funded SCH for Skills Shortage Institutional is calculated by assessing the Provider's total Validated SCH for Skills Shortage Institutional against

the Provider's total Target SCH for Skills Shortage Institutional. The following rules apply to the calculation of Funded SCH for Skills Shortage Institutional delivery:

i Where Validated SCH is greater than Target SCH, Funded SCH will be reduced to equal Target SCH. Any surplus Validated SCH for Skills Shortage Institutional delivery above the Target SCH will create a **Skills Shortage Credit** calculated on the Unit Cost for Institutional Based Training.

ii Otherwise, Funded SCH equals Validated SCH.

g) Funded SCH for General Institutional is calculated by assessing the Provider's Validated SCH for General Institutional in each Industry Group against the Target SCH for General Institutional.

h) The following General Institutional SCH are excluded from Funded SCH for General Institutional:

i Any Validated SCH above 500 SCH for an Industry Group which contains no Institutional target;

ii Any Validated SCH above the target for General Institutional training in an Industry Group that is subject to a 'hard' ceiling as set out in Table 6;

iii Any Validated SCH above the target for General Institutional training in certificate I and below courses as set out in Table 2; and

iv Any Validated SCH in Industry Groups without a 'hard' ceiling, where delivery exceeds the target for General Institutional by more than 20,000 SCH.

i) An **Additional Items Refund** is calculated on each of the following:

i VET for government schools IBT delivery above the level stated in Table 2;

ii VET for non-government schools IBT delivery above the level stated in Table 2;

iii VET for government or non-government school students IBT delivery in courses and qualifications excluded from this delivery under the protocol in Schedule 4;

iv IBT delivery to prisoners above the level stated in Table 2;

v Funding provided for GROH housing in excess of actual expenditure acquitted by the Provider; and

vi Funding provided for specific projects in excess of actual expenditure acquitted by the Provider.

j) An adjustment is made to the Additional Items Refund to ensure that this refund is not calculated on SCH that has been excluded from Funded SCH under sub clause 3 h).

k) The Additional Items Refund may include funds provided for maintenance, minor works, equipment and the Technology Infrastructure Replacement Strategy in excess of the actual expenditure acquitted by the Provider against approved expenditures;

l) An Additional Items Credit will apply if funding provided for GROH housing is less than actual expenditure acquitted by the Provider.

m) A Fees Refund is calculated as the funding for resource fees associated with delivery to school students in excess of the funding justified against the SCH delivered in accordance with this Agreement.

n) A Fees Credit will apply if the funding for resource fees associated with delivery to school students is less than the funding justified against the SCH delivered in accordance with this Agreement.

o) A Refund will be calculated for Certificate IV and above traineeship training for students registered as Productivity Places Existing Worker Trainees on the Training Record System. The Refund will be calculated by comparing the profile funding for this delivery with the Claimable Funding calculated as follows:

   i Validated SCH for each Industry Group is multiplied by the relevant funding rate (as issued by the Minister) for Productivity Places Existing Worker Traineeship training to determine Claimable Funds; and

   ii An Additional Items Refund is calculated as the profile funding that is in excess of the Claimable Funds.

SCHEDULE 3 REPORTING REQUIREMENTS

On the following dates, the Provider will supply the Minister with data files that meet the requirements of the current version of the *Western Australian VET Enrolment Data Standard.*

College Training Profile Reporting Requirements

2009		
Date	**Status**	**Files Required**
16 January 2009	Preliminary reporting point for full year 2008 collection	Full set of validated NAT files (NAT00010 – NAT00130)
20 February 2009	Final formal reporting point (full year 2008) including all module outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)
17 April 2009	First Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
7 August 2009	Second Monitoring Point (Mid-Year) for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
6 November 2009	Third Monitoring Point for 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
2010		
15 January 2010	Preliminary Reporting Point for full year 2009 Collection	Full set of validated NAT files (NAT00010 – NAT00130)
19 February 2010	Final formal reporting point for 2009 including all outcome updates	Full set of validated NAT files (NAT00010 – NAT00130)

When submitting these files, the Provider will confirm in writing that all records are accurate.

Where the Provider uses the College Management Information System (CMIS), they shall be entitled to the same set of services as currently provided to all providers in the TAFE**WA** College Network.

SCHEDULE 4 PROTOCOL FOR VET FOR SCHOOLS

The aim of this protocol is to ensure the most efficient and effective use of public resources in the implementation of the VET in schools initiative. The Refund provisions in Schedule 2 identify the circumstances where a refund is payable for a breach of this protocol.

VET in Schools programs allow students studying towards the Western Australian Certificate of Education to gain a partial or complete VET qualification. Profile funded VET in schools is a targeted program that aims to enhance existing VET in Schools delivery by providing:

- a pathway to higher level qualifications;
- training that is not within the scope of registration of an RTO school; and/or
- access to equipment and expertise not available in the school context.

Profile funded VET in schools is available for both government and non-government schools subject to the following conditions:

VET in government schools

Profile funding for VET in government schools is subject to the following conditions:

a) the students must be enrolled at a government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training effort is consistent with:
- the strategic priorities as outlined in the State Training Profile; and
- Education District planning priorities;

g) VET in government schools is not to include delivery in courses or qualifications classified in the industry groups 19A to 19E. However, delivery in the following qualifications is permitted:
- Certificate of Applied Vocational Study Skills (CAVSS) provided the delivery is in accordance with the CAVSS Protocol; and
- Certificate I in Leadership Development;

h) VET in government schools is not to include delivery at certificate I in the following industry groups;

16A Accounting and Other Business Services;
16C Office and Clerical; and
17A Computing.

VET in non-government schools

Profile funding for VET in non-government schools is subject to the following conditions:

a) the students must be enrolled at a non-government school;

b) the primary target group for the training are students in years 11 or 12;

c) the training delivery and assessment is conducted by the Provider;

d) the total reported VET in non-government schools delivery is within the ceiling stated in Table 2;

e) participating students have demonstrated a commitment to the particular vocational program and an understanding of the requirements;

f) the training delivery is in accordance with a plan of courses or qualifications submitted by the Provider and approved by the Minister. The training is to relate to skills shortage areas.

Reporting VET in schools

Note that delivery within the following categories is not included in the ceiling on VET in government and non-government schools:

- School Based Apprenticeships and Traineeships (SBA and SBT);
- School Apprenticeship Link (SAL) delivery; and
- delivery to a student enrolled under a Notice of Arrangement is not VET in Schools because the student has "left" school.

Profile funded VET in schools delivery should be included in the Provider's profile funded training and reported via AVETMISS and student enrolments must be flagged as VET in Schools enrolments as follows:

Type of Student:	VET for Schools
Training type:	O
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	Yes

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

No fees or charges, including resource, tuition and enrolment fees are to be applied to students enrolled in profile funded VET in Schools (Refer to the *Fees and Charges Policy Guidelines for Publicly Funded VET Providers and Programs*).

SCHEDULE 5 SCHOOL-BASED APPRENTICESHIPS AND TRAINEESHIPS

School-based Apprenticeships and Traineeships provide an opportunity for full time secondary students enrolled in school to begin preparing themselves for a career. They allow students studying towards the Western Australian Certificate of Education to gain a nationally recognised vocational education and training qualification.

Public funding for School-based Apprenticeships and Traineeships training:

- may be utilised for the component of training delivered and assessed by the Provider;
- is available to students enrolled in both government and non-government schools;
- is to be achieved within the overall bottom line employment based delivery targets established for the Provider; and
- must be in accordance with the Guidelines and Working Principles for School-based Apprenticeships and Traineeships in Western Australia and the Apprenticeship and Traineeship Policy Guidelines.

School-based Apprenticeship and Traineeship delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be coded as follows:

Type of Student:	School based apprenticeship
Training type:	A
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

Type of Student:	School based traineeship
Training type:	T
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

** Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource, tuition and enrolment fees, are to be applied to students enrolling in School Based Apprenticeships and Traineeships.

SCHEDULE 6 SCHOOL APPRENTICESHIP LINK

The School Apprenticeship Link (SAL) program supports the achievement of the Government's targets for employment based training and school retention. The approach is aimed at increasing young people's participation in education, employment and training and in particular in achieving a successful transition from school to an apprenticeship.

SAL is a school-based transition program delivered by a RTO and available for students in Years 11 and 12. There are two SAL options in various trades; a two semester family of trades program and a three semester trade specific pre-apprenticeship.

The SAL Family of Trades model allows students to experience a range of trades within an industry to assist them in making an informed choice when selecting their apprenticeship.

The SAL Pre-Apprenticeship model accommodates students who are clear on the trade they want to undertake and provides for direct credit on entry into an apprenticeship. SAL Pre-Apprenticeships are identical to mainstream pre-apprenticeships.

SAL placements funded at each college are determined by the Department. The Department allocates funded places for both Government and non-Government schools. Providers must seek approval from the Department for any change in the number of SAL places.

Profile funded SAL delivery should be included in the Provider's profile funded training as reported via AVETMISS and student enrolments must be codes as follows:

Type of Student:	School apprenticeship link
Course	Appropriate SAL qualification
Training type:	P
VIS Flag*:	Y
At school flag:	Y
Included in ceiling:	No

**Please note the VIS Flag is a derived field and is set to Y where enrolment type = VS or the Enrolled School id is present.*

Consistent with the Fees Policy, no fees or charges, including resource and course fees are to be applied to students enrolled in profile funded SAL programs.

SCHEDULE 7 POLICY FOR RECOGNITION OF PRIOR LEARNING

This policy applies to all publicly funded RPL assessments.

Policy:

1. The Minister will fund the student curriculum hours (SCH) associated with RPL assessments at the same rate as other forms of training delivery.
2. Excessive reporting of Unsuccessful RPL will be monitored and, if necessary, funding constraints may be applied to future Delivery and Performance Agreements.
3. The SCH associated with the RPL assessments for any one client each semester should not exceed the SCH required for a full qualification. RPL reported for each client will be monitored and funding constraints may be applied to future Delivery and Performance Agreements where excessive RPL has been reported for a client.
4. Fee for Service arrangements should be established where the aim of a RPL process is to:
   a) prepare school teachers to deliver VET qualifications; or
   b) assess the competencies of a government employee, where those competencies form part of the government agency's conditions of employment, or are a requirement for promotion.

SCHEDULE 8 PROTOCOL FOR PRISON DELIVERY

In support of the National Strategy for Vocational Education and Training for Adult Prisoners and Offenders in Australia, the Department of Corrective Services (DCS) and the Department of Education and Training, in liaison with Providers, are developing a joint planning process and standard protocols for prison based delivery. The aim is to establish a framework for the provision of high standard vocational education and training for offenders in WA prisons.

As an initial step in the on-going process of developing cooperative working arrangements between Providers and the DCS, the following protocols will apply in 2009:

- The Provider will develop planned prison delivery in consultation with DCS;
- The Provider will work with DCS in the development of mutually agreed business rules for delivery in a prison. Once agreed, these business rules will form the basis of a memorandum of understanding between the Provider and DCS;
- The Provider will keep DCS informed of the actual delivery through regular reports and meetings; and
- The Provider gives permission for the Department releasing information to DCS on the Provider's actual and planned delivery across all years associated with prisoners. Such information is not to include individual student information.

SCHEDULE 9 STATE TRAINING QUALITY COMMITTEE (STQC) FUNDING FOR PROFESSIONAL DEVELOPMENT

This protocol provides a basis for the use and evaluation of professional development (PD) funded through the STQC program. STQC funded PD activities must be additional to core PD activities.

The Minister will provide the STQC funding as identified in Table 4, subject to the submission of an acceptable PD Plan. The provider will be required to repay any STQC funds that have not been spent on approved PD activities.

The purpose of these guidelines is:

- To provide information on the requirements and content of the annual PD Plan and report to be submitted to the VET Programs and Development Branch of the Department for STQC funded PD activities.
- To ensure there is a strong focus on teaching, learning and assessment of lecturers, it will be necessary to develop strategies for the maximum number of practitioners to benefit from the funding recognising that there is a mutual responsibility for colleges to provide opportunities for PD.
- To ensure there is clear evidence in the reporting process that learning and development activities are producing measurable improvements in the quality of teaching, learning and assessment in TAFEWA

Requirements

The Provider shall develop, submit and implement an annual PD Plan that;

- aligns with STQC's key directions for the current calendar year. These directions will be supplied by the VET Programs and Development Branch of the Department.
- demonstrates how STQC funding is providing PD opportunities over and above existing and on-going PD.
- Clearly identifies:
    - programs/initiatives/projects/courses funded by STQC which will take place
    - how PD activities will be organised
    - how the success of the activities will be monitored and measured with evidence of improved teaching, learning and assessment practices.

The Provider shall submit an annual report for the calendar year that includes;

- details of the programs/ initiatives/projects/ courses funded by STQC with a demonstration of how this funding provided PD support over and above on-going PD
- an evaluation, including performance indicators, of the effectiveness of the STQC funding support, and if appropriate a rationale for adjustments to original plan
- an acquittal statement of how the funds have been allocated, signed by the Managing Director, showing funds expended on the program in the annual PD Plan.

TIMELINE

Submit PD Plan	Last Friday in February
Submit annual report	First Friday in December

Table 1: College Profile Matrix (All Delivery)

	Industry Group	*Apprentices and trainees*	*Certificate I and II*	*Certificate III and IV*	*Diploma+*	*Total*
01A	Recreation Sports and Entertainment	0	0	131,148	0	**131,148**
01B	Visual and Performing Arts	6,980	0	0	0	**6,980**
01C	Design	0	0	0	0	**0**
02A	Automotive	6,560	44,664	0	0	**51,224**
03A	Building and Constructions	0	48,432	0	0	**48,432**
03B	Surveying and Building	0	0	0	0	**0**
04A	Community Service Workers	15,510	3,575	104,485	49,036	**172,606**
04B	Education and Childcare	5,500	0	40,360	105,566	**151,426**
04C	Health	0	0	66,658	109,030	**175,688**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	672	2,835	0	**3,507**
06A	Food Trades and Processing	0	3,700	0	0	**3,700**
07A	Clothing Footwear and Soft Furnishings	0	0	0	0	**0**
07B	Furniture Manufacture	0	0	0	0	**0**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	0	0	**0**
09B	Metal and Mining	0	0	0	0	**0**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	0	12,264	12,578	4,491	**29,333**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	0	12,456	9,614	998	**23,068**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	868	15,980	22,421	0	**39,269**
12B	Retail	5,941	22,950	8,720	0	**37,611**
13A	Cooking	58,150	4,224	19,550	0	**81,924**
13B	Hospitality	7,705	25,574	22,303	11,509	**67,091**
13C	Tourism	0	0	47,345	42,123	**89,468**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	0	0	0	**0**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	0	0	0	0	**0**
16A	Accounting and Other Business Services	480	0	46,130	17,230	**63,840**
16B	Management	36,000	0	37,145	48,138	**121,283**
16C	Office and Clerical	6,325	42,840	31,185	0	**80,350**
17A	Computing	0	0	80,308	12,160	**92,468**
18A	Science and Technical Workers	0	0	75,860	13,120	**88,980**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	53,180	36,520	0	**89,700**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	59,420	0	0	**59,420**
	Total	**150,019**	**349,931**	**795,165**	**413,401**	**1,708,516**

College Profile Matrix (Metropolitan)

Industry Group		Apprentices and trainees	Certificate I and II	Certificate III and IV	Diploma+	Total
01A	Recreation Sports and Entertainment	0	0	131,148	0	**131,148**
01B	Visual and Performing Arts	6,980	0	0	0	**6,980**
01C	Design	0	0	0	0	**0**
02A	Automotive	6,560	44,664	0	0	**51,224**
03A	Building and Constructions	0	48,432	0	0	**48,432**
03B	Surveying and Building	0	0	0	0	**0**
04A	Community Service Workers	15,510	3,575	104,485	49,036	**172,606**
04B	Education and Childcare	5,500	0	40,360	105,566	**151,426**
04C	Health	0	0	66,658	109,030	**175,688**
04D	Library Workers	0	0	0	0	**0**
05A	Finance Insurance Property Service Workers	0	672	2,835	0	**3,507**
06A	Food Trades and Processing	0	3,700	0	0	**3,700**
07A	Clothing Footwear and Soft Furnishings	0	0	0	0	**0**
07B	Furniture Manufacture	0	0	0	0	**0**
08A	Communications	0	0	0	0	**0**
08B	Printing & Publishing	0	0	0	0	**0**
09A	Engineering and Drafting	0	0	0	0	**0**
09B	Metal and Mining	0	0	0	0	**0**
10A	Animal Care	0	0	0	0	**0**
10B	Forestry, Farming and Landcare	0	12,264	12,578	4,491	**29,333**
10C	Fishing	0	0	0	0	**0**
10D	Horticulture	0	12,456	9,614	998	**23,068**
11A	Process Manufacturing	0	0	0	0	**0**
12A	Personal Service	868	15,980	22,421	0	**39,269**
12B	Retail	5,941	22,950	8,720	0	**37,611**
13A	Cooking	58,150	4,224	19,550	0	**81,924**
13B	Hospitality	7,705	25,574	22,303	11,509	**67,091**
13C	Tourism	0	0	47,345	42,123	**89,468**
13D	Travel agents	0	0	0	0	**0**
14A	Transport Trades, Storage and Associated	0	0	0	0	**0**
15A	Electrical and Electronic Engineering	0	0	0	0	**0**
15B	Electrical Trades	0	0	0	0	**0**
16A	Accounting and Other Business Services	480	0	46,130	17,230	**63,840**
16B	Management	36,000	0	37,145	48,138	**121,283**
16C	Office and Clerical	6,325	42,840	31,185	0	**80,350**
17A	Computing	0	0	80,308	12,160	**92,468**
18A	Science and Technical Workers	0	0	75,860	13,120	**88,980**
19A	ACE	0	0	0	0	**0**
19B	Adult Literacy/ESL	0	53,180	36,520	0	**89,700**
19C	Languages	0	0	0	0	**0**
19D	Miscellaneous	0	0	0	0	**0**
19E	Targetted Access and Participation Courses	0	59,420	0	0	**59,420**
	Total	**150,019**	**349,931**	**795,165**	**413,401**	**1,708,516**

Table 2: Training Delivery Ceilings

	SCH
Ceiling for profile-funded VET for Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**77,625**
Ceiling for profile-funded VET for Non Government Schools delivery School students MUST be recorded on the CMIS using the Training Type Identifier 'O' and VET in School Flag 'Y' as indicated in the WA VET Enrolment Data Standard.	**3,750**
Ceiling for profile-funded Institutional delivery in prisons Delivery must be recorded against a prison training provider location (campus) code.	**9,200**
Ceiling for profile-funded Institutional delivery in certificate I and below courses Certificate I and below is defined as delivery against qualifications/courses with ASCED level of Education Id greater than or equal to 524.	**169,602**

Table 3: MLCR Matrix (2007 Benchmark Data)

Industry Group		MLCR State Average	MLCR College Actual	
01A	Recreation Sports and Entertainment	79%	67%	
01B	Visual and Performing Arts	78%	68%	
01C	Design	70%	0%	
02A	Automotive	91%	79%	
03A	Building and Constructions	88%	0%	
03B	Surveying and Building	67%	0%	
04A	Community Service Workers	79%	73%	
04B	Education and Childcare	75%	82%	
04C	Health	79%	75%	
04D	Library Workers	84%	0%	
05A	Finance Insurance Property Service Workers	77%	94%	
06A	Food Trades and Processing	89%	77%	
07A	Clothing Footwear and Soft Furnishings	75%	0%	
07B	Furniture Manufacture	80%	0%	
08A	Communications	0%	0%	
08B	Printing & Publishing	82%	0%	
09A	Engineering and Drafting	71%	0%	
09B	Metal and Mining	87%	0%	
10A	Animal Care	77%	0%	
10B	Forestry, Farming and Landcare	84%	83%	
10C	Fishing	81%	0%	
10D	Horticulture	81%	0%	
11A	Process Manufacturing	96%	0%	
12A	Personal Service	82%	83%	
12B	Retail	76%	68%	
13A	Cooking	78%	76%	
13B	Hospitality	77%	68%	
13C	Tourism	77%	87%	
13D	Travel agents	70%	85%	
14A	Transport Trades, Storage and Associated	88%	0%	
15A	Electrical and Electronic Engineering	62%	0%	
15B	Electrical Trades	88%	0%	
16A	Accounting and Other Business Services	67%	69%	
16B	Management	66%	56%	+
16C	Office and Clerical	68%	74%	
17A	Computing	59%	50%	+
18A	Science and Technical Workers	79%	78%	
19A	ACE	0%	0%	
19B	Adult Literacy/ESL	46%	42%	+
19C	Languages	73%	0%	
19D	Miscellaneous	39%	0%	
19E	Targetted Access and Participation Courses	70%	74%	

Table 4: Funding for College Training Profile

Student Curriculum Hours (SCH)	1,708,516
Teaching Hours (TH)	112,799
Marginal Unit cost (for use in refund calculation)	
Employment Based Training	$7.90
Institutional Based Training	$7.17
Lecturing Staff	
Salaries Funding	$8,989,127
Remote / Regional Loadings	$0
Total Funding for Lecturing Staff	**$8,989,127**
Academic Support Staff	
Salaries Funding	$681,039
Remote / Regional Loadings	$0
Total Funding for Academic Support Staff	**$681,039**
Program Management Staff	
Salaries Funding	$829,245
Remote / Regional Loadings	$0
Total Funding for Program Management	**$829,245**
Non-teaching Staff	
Step 1	$1,344,800
Step 2	$2,449,542
Step 3	$0
Remote / Regional Loadings	$0
Total Funding for Non-Teaching Staff	**$3,794,342**

Consumables

Consumables	$421,384
Remote / Regional Loadings	$0
Total Funding for Consumables	**$421,384**

Fixed, Indirect and Semi-variable Costs

Fixed Costs	$1,365,705
Indirect Costs	$42,197
Fixed Component of Semi-variable costs	$130,175
Variable Component of Semi-variable costs	$147,588
Lease costs	$162,055
Capped costs	$161,917
Total Funding for Fixed, Indirect and Semi-Variable Costs	**$2,009,638**

Capital-related items

Minor Works	$60,478
Equipment	$224,499
Maintenance	$273,683
Total Funding for Capital-related Items	**$558,660**

Community Service Obligations and Additional Items

Support for Students with Disabilities	$136,803
Technology Infrastructure Replacement Strategy	$290,320
Duty of Care Funding Allocation	$142,065
Compaction of salary grades	$90,796
State Training Quality Committee Funding	$83,190
AQTF Systems Development and Implementation	$70,562
Funding for Brighton Shed	$61,801
School Student Resource Fees	$42,539
Indigenous Funding	$36,892
SAL Coordination Support	$25,000
Trade Lecturer Salary Funding in Specific Skill Shortage Areas	$16,367
Provisional Funding for Lease Cost and/or Fixed Cost	$9,500
Shared Services Savings in Advertising due to web-based job advertising	-$14,000
Shared Services Efficiencies - Non Salary Items	-$37,262
Shared Services Efficiencies - phase 1 (Savings from Existing and New Common Use Contracts)	-$53,729
Shared Services Efficiencies - phase 2 (Savings from Existing and New Common Use Contracts)	-$68,724
Shared Services Efficiencies - Salary	-$69,070
Budget adjustment - travel, advertising and consultants	-$138,555
Retention Funding Adjustment	-$185,521
Efficiency Dividend	-$236,508
Total Funding for CSOs and Additional Items	**$202,467**

LESS Tuition Fee Revenue	**-$1,236,966**
TOTAL FUNDING	**$16,248,935**

Table 5: Funded ASL, Principal Lecturer and Salary Maintenance positions

Lecturer Type	Name	Funding	FTE	Salary
ASL1	Profile proportion of Lecturers Certified Agreement quota		21.50	$1,517,169
Funding (incl on-cost @ 13.84%)		**$1,727,145**	**21.50**	
ASL2	Profile proportion of Lecturers Certified Agreement quota		10.70	$780,051
Funding (incl on-cost @ 13.84%)		**$888,011**	**10.70**	
PL	Profile proportion of Lecturers Certified Agreement quota		3.60	$273,668
Funding (incl on-cost @ 13.84%)		**$311,544**	**3.60**	
SM	Bailey C		0.66	$46,574
SM	Bolan P		1.00	$70,566
SM	Brown P		1.00	$70,566
SM	Firth R		1.00	$70,566
SM	Kam C		1.00	$70,566
SM	Kooperman M		1.00	$70,566
SM	Meixner M		1.00	$70,566
SM	Rose L		1.00	$70,566
Funding (incl on-cost @ 13.84%)		**$615,346**	**7.66**	

Total Funding (incl on-cost @ 13.84%) **$3,542,045**

Table 6: Industry Groups subject to Hard Ceilings

Industry Group	
16B	Management
19B	Adult Literacy/ESL

Table 7: Apprenticeships subject to 'thin markets' loading

Not Applicable

Table 8: Special Terms and Conditions Under Clause 28

a) Funds provided for the Technology Infrastructure Replacement Strategy are to be used for the purpose approved by the Department. The Provider is to submit an acquittal statement for the expenditure of these funds each year. A refund will be payable or future funding allocations may be reduced where the acquitted expenditure over two years is less than the funding provided.

b) To support Recognition of Prior Learning (RPL) delivery the Provider will:

• Nominate a single contact point for RPL referrals from the Career Development Centre (CDC). Implementation of the 'One-Stop-Shop / Referral Centre' through the CDC will require a single contact point within each Provider to enable a seamless experience for the applicant and a streamlined RPL process for both the Provider and the CDC;

• Offer candidates referred from the CDC an interview within 10 working days of the referral;

• Ensure that correct coding is used to enable all RPL activity to be captured as RPL

• Aim to grow RPL delivery above the level reported in 2008; and

• Increase Scope of Registration for Trade Skills Recognition (TSR).

Table 9: Skill Shortage Matrix

Wadt Group	Apprentices and Trainees	Skill Shortage Institutional	General Institutional	Total SCH
01A Recreation Sports and Entertainment	0	30,240	100,908	131,148
01B Visual and Performing Arts	6,980	0	0	6,980
01C Design	0	0	0	0
02A Automotive	6,560	0	44,664	51,224
03A Building and Constructions	0	0	48,432	48,432
03B Surveying and Building	0	0	0	0
04A Community Service Workers	15,510	76,211	80,885	172,606
04B Education and Childcare	5,500	105,566	40,360	151,426
04C Health	0	116,648	59,040	175,688
04D Library Workers	0	0	0	0
05A Finance Insurance Property Service Workers	0	0	3,507	3,507
06A Food Trades and Processing	0	0	3,700	3,700
07A Clothing Footwear and Soft Furnishings	0	0	0	0
07B Furniture Manufacture	0	0	0	0
08A Communications	0	0	0	0
08B Printing & Publishing	0	0	0	0
09A Engineering and Drafting	0	0	0	0
09B Metal and Mining	0	0	0	0
10A Animal Care	0	0	0	0
10B Forestry, Farming and Landcare	0	10,311	19,022	29,333
10C Fishing	0	0	0	0
10D Horticulture	0	0	23,068	23,068
11A Process Manufacturing	0	0	0	0
12A Personal Service	868	0	38,401	39,269
12B Retail	5,941	3,600	28,070	37,611
13A Cooking	58,150	0	23,774	81,924
13B Hospitality	7,705	26,827	32,559	67,091
13C Tourism	0	39,515	49,953	89,468
13D Travel agents	0	0	0	0
14A Transport Trades, Storage and Associated	0	0	0	0
15A Electrical and Electronic Engineering	0	0	0	0
15B Electrical Trades	0	0	0	0
16A Accounting and Other Business Services	480	46,250	17,110	63,840
16B Management	36,000	13,625	71,658	121,283
16C Office and Clerical	6,325	0	74,025	80,350
17A Computing	0	61,663	30,805	92,468
18A Science and Technical Workers	0	70,740	18,240	88,980
19A ACE	0	0	0	0
19B Adult Literacy/ESL	0	0	89,700	89,700
19C Languages	0	0	0	0
19D Miscellaneous	0	0	0	0
19E Targetted Access and Participation Courses	0	0	59,420	59,420
Total	150,019	601,196	957,301	1,708,516

Table 10: Benchmarks for Training in Skill Shortage and Other Priority Areas

	2007 Actual	2009 Planned
Employment-based Training (Benchmark: TRS Commencements)		
TRS Commencements	411	436
Student Curriculum Hours	141,420	150,019
Institutional Skill Shortages (Benchmark: Course Enrolments)		
Course Enrolments*	1,369	1,708
Student Curriculum Hours*	481,800	601,196
*Note: both years are calculated using the PPP Skill Shortage List		
Indigenous Cert III+		
Course Enrolments	16	28
Indigenous Regional		
Course Enrolments	0	0
Disability		
Course Enrolments	305	325
15-19		
Course Enrolments	2,543	2,579
Certificate IV and Above		
Course Enrolments	2,041	2,188
Student Curriculum Hours	688,583	738,185