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A. Introduction to Upskilled

Welcome to Upskilled and the start of your journey to the career you love! At its core, Upskilled is committed to exploring the educational opportunities made possible through online learning. The two virtues of learning in the digital world - instant access to knowledge and flexibility - are unprecedented, but so is the challenge they propose. A new kind of Student demands a new way of learning.

It’s a challenge we answer by listening:

- to the Industry when it details the expertise graduates will require to thrive in that environment, and
- to our passionate course Trainers when they pioneer new methodologies to make our virtual environment more supportive, interactive, and engaging, and
- to our Students who proactively seek to take charge of their professional development.

1. About Upskilled

Upskilled Pty Ltd (RTO 40374) is a Registered Training Organisation (RTO), which is registered by the Australian Skills Quality Authority (ASQA) to deliver Vocational Education and Training (VET) services. The qualifications we deliver and award are part of the Australian Qualifications Framework (AQF) and are Nationally Recognised Training (NRT) qualifications, which are recognised across Australia.

RTOs can offer the following qualifications: Certificates I, II, III and IV, Diplomas and Advanced Diplomas, Vocational Graduate Certificates and Vocational Graduate Diplomas.

2. About This Student Handbook

Upskilled has created this handbook to act as your guide to navigating your online learning experience. We want to make sure you have all the information you need for study with Upskilled, understand what you can expect from us, and what we will expect of you.

We urge you to read through this document before beginning your course and refer to it should you have any questions as it outlines or refers to our terms, conditions and policies. In this document, you will find detailed information and links to Upskilled policies and guidelines, contact details, resources and forms.

We are very excited to have you as a Student and hope that your educational experience with Upskilled is better than you ever expected. Good luck on your journey, and here’s to finding the career you love!
3. **Available Upskilled Staff Resources**

Upskilled is an online learning provider which means you can study anytime, anywhere. Though we try to be available to our Students as much as possible, please keep the following in mind:

- Our Trainer and Accounts contact hours are 9:00 am to 5:00 pm (AEST), Monday – Friday
- Our Student Support contact hours are
  - 8:30 am to 5:30 pm (AEST), Monday – Thursday
  - 8:30 am to 4:30 pm (AEST), Friday
- Upskilled is closed during NSW public holidays
- If you would like to schedule telephone contact with your Trainer or Student Support outside of these hours, please send them an email to arrange a suitable time.

**Trainers**

- You may be allocated more than one Trainer, as these will be allocated based on their Industry Experience, Currency, and Qualification.
- Your first Trainer contact will be made within ten (10) business days of your Course Start Date.
- You can contact your Trainer via:
  - Calling 1300 009 924 to arrange a callback
  - Emailing your Trainer

**Student Support**

- Our Student Support Team is available to help you for non-academic and administrative queries
- You will receive a Welcome call from a Student Support Officer within five (5) business days of receiving your enrolment login details. They will help you navigate through MyUpskilled, our online Learning Management System (LMS), advise you on submitting assessments, and answer any questions you may have regarding completing your course.
- The Student Support Officer will endeavour to respond to your enquiries/requests as soon as possible within a maximum of five (5) business days.
- You can contact your Student Support Officer via:
  - Calling 1300 009 924, Select Option #2
  - Email: studentsupport@upskilled.edu.au
• Our Accounts Team is available to help you with any payment and accounts related queries.

• You can contact your Accounts via:
  o Calling 1300 009 924. Select Option #3
  o Email: ar@upskilled.edu.au

4. Amendments to this Handbook and Policies

Upskilled may amend this handbook and related policies from time-to-time. All current versions will be posted on our website.

B. Admissions and Enrolment

1. Course Fees

1.1. The Total Course Fees will be itemised in two parts: 1) the Course Advisory and Onboarding Fees, and 2) the Tuition Fees.

1.2. The Course Advisory and Onboarding Fees will be up to $1000 and includes course advisory services, Student resources such as eBooks (only applicable for specific courses), Student Support, and access to learning management systems and other platforms which will be made available to the Student per the time limits mentioned in the section Course Time Limits.

1.3. The Tuition Fees is the balance between the Total Course Fees and the Course Advisory and Onboarding Fees.

1.4. Any Total Course Fees under $1000 will be invoiced against the Course Advisory and Onboarding Fees.

1.5. The details of Total Course Fees will be available on the Tax Invoice issued by Upskilled.

2. Payment Options

2.1. Upskilled offers several payment options, including payment by instalments. Please refer Payment Options for further details.

2.2. When you sign the Enrolment Form, you are committed to paying the Total Course Fees unless you cancel your course within the Cooling Off Period.

2.3. Please read the Terms and Conditions section in Payment Options if paying by Instalments through Upskilled.
3. **Confirmation of Enrolment**

3.1. Students that require Confirmation of Enrolment for Organisations such as Centrelink, Upskilled will evaluate if the Student has been actively participating in the course before issuing such a confirmation.

3.2. Any Student enrolled in a course must show learning engagement, interaction, and participation relevant to the unit of competency, which must exceed mere login and browsing of the learning materials to Upskilled to consider the Student as actively participating in the course.

4. **Recognition of Prior Learning (RPL)**

4.1. Upskilled recognises that Students may have acquired vocational skills from various sources, other than formal training. These skills are valid, irrespective of how the Student acquired them.

4.2. In accordance with NVR Standards, Upskilled offers candidates the opportunity to gain RPL by providing appropriate evidence to ensure no reduction in the quality or integrity of the AQF qualification.

4.3. Students who believe they have the skills and knowledge covered in their training program are encouraged to apply before commencing their course to have their skills and knowledge assessed, and where appropriate, have the training program reduced.

4.4. Students can make an application for Recognition of Prior Learning at any time during the training program.

4.5. Students can obtain an RPL Course Kit from MyUpskilled or by contacting their Trainer.

4.6. The stated assessment outcomes in competency-based courses for Recognition of Prior Learning will be RPL.

4.7. Please see the RPL Process for more information.

5. **Credit Transfer**

5.1. Credit Transfer means credit towards a qualification granted to Students based on competency outcomes gained through participation in a nationally recognised training package qualification with another Registered Training Provider, as outlined in NVR Standards.

5.2. Upskilled will recognise all Australian Qualifications Framework (AQF) qualifications and statements of attainment issued by other registered training organisations, and where appropriate could be used to reduce the training program.

5.3. Students can download Credit transfer applications from MyUpskilled (LMS), or on request from Student Support.
5.4. As part of the Credit Transfer application process, students must provide a certified copy of the original AQF certification, including the transcript, with the signed credit transfer application.

5.5. Alternatively, Students can give Upskilled permission to directly view a USI transcript online via the USI transcript Service (www.usi.gov.au/), in coordination with Student Support. However, students will still be required to submit relevant documents as above.

5.6. All credit transfer applicants must give signed permission to enable Upskilled to verify any qualifications with the original issuing party, or ASQA if required.

5.7. You may be eligible for a reduction in Total Course Fee if Upskilled grants a Credit Transfer. Please speak with your Education Consultant for further details.

6. Language, Literacy and Numeracy

6.1. Each Training Package sets a minimum requirement in learners’ language, literacy, and numeracy skills, with which Upskilled must abide.

6.2. Upskilled makes appropriate concessions for language, literacy, and numeracy issues of students where these concessions do not compromise the requirements of the relevant Training Package and the integrity, equity, and fairness of the assessment.

6.3. Please speak with your Education Consultant for further details.

7. Support to Students with Special Needs and Disabilities

7.1. Upskilled promotes, encourages, and values equity and diversity for Students.

7.2. Upskilled will ensure services are provided fairly and equitably to all Students, free from bias.

7.3. Upskilled is committed to providing flexible learning and assessment options, allowing Students alternatives which recognise the diversity of their individual needs and circumstances aiding them in their learning goals.

7.4. Learning Challenges may include, but are not limited to:

a. Language challenges.
b. Literacy challenges.
c. Numeracy challenges.
d. Computer literacy challenges.
e. System access challenges.
f. Physical challenges.
g. Cultural challenges.
h. Workplace and study environment challenges.
7.5. Disability: The definition of disability under the Disability Discrimination Act is intentionally broad. It includes:
   a. physical disabilities,
   b. intellectual disabilities,
   c. psychiatric disabilities,
   d. sensory disabilities,
   e. neurological disabilities,
   f. learning disabilities
   g. physical disfigurement,
   h. the presence in the body of disease-causing organisms.

7.6. Reasonable adjustment may be required to support learners with disabilities or specific learning difficulties beyond the learner’s control.

7.7. During the enrolment stage, Upskilled asks prospective students to disclose on their enrolment form any disabilities or specific learning requirements that may impact their ability to undertake the course. If a Student discloses any learning challenge or disability, the enrolment will be reviewed by the applicable Faculty Head, who will determine whether enrolment will or will not commence. If the Upskilled approves a Student’s enrolment, they will be provided with a support plan.

7.8. Upskilled will ensure:
   a. All training and assessment policies and procedures incorporate access and equity principles.
   b. All Students have equitable access to training and assessment benefits irrespective of their gender, age, race, religion, culture, linguistic background, marital status, geographic location, socio-economic background, disability, sexual preference, family responsibility or political conviction.
   c. Upskilled will conduct all nominations and enrolments into training courses and programs ethically and responsibly, ensuring fairness and compliance with Equal Opportunity legislation.
   d. All Students have equitable access to training resources, facilities, equipment, support services, information, training and assessment personnel, materials, assessment opportunities, training opportunities.
   e. Once a Student with a disability or learning challenge has been enrolled, Upskilled will not expel them from their course because of their learning challenge or disability.

7.9. After enrolment, if a Student advises Student Support, or their Trainer, that an undisclosed learning challenge or disability affects their study, they will be contacted by Student
Support to obtain further information. The Faculty Head will determine additional support that may be required or provided.

7.10. The Faculty Head will assist students who require additional support in establishing reasonable adjustments.

7.11. Reasonable adjustments may be provided for Students with disability or learning difficulty/s according to the nature of the disability or difficulty.

7.12. Reasonable adjustments are made to ensure that the Student is not presented with barriers to demonstrating achievement in the study program.

7.13. Reasonable adjustments may include educational support and alternative methods of assessment, such as oral assessment.

7.14. Reasonable adjustment will not compromise the level of competence in any unit of competence, and the integrity of the qualification will not be impacted.

7.15. Students with a disability are required to have the ability to fulfil the core requirements of the Units of Competence to attain the relevant award. However, it is recognised that flexibility in arrangements may need to be implemented.

7.16. Upskilled may not always be able to provide reasonable adjustment due to costs or resource requirements outside of our capacity, or inability to meet course requirements.

8. **Cooling off Period, Cancellations, Transfer, Withdrawals and Refunds**

8.1. Please refer to the Cooling-Off Period, Cancellation, Transfer, Withdrawal and Refund Policy.
C. Learning with Upskilled

1. Welcome Email

1.1. You would have received a “Welcome to Upskilled - Login Details” email. This email will give you log in details to My Upskilled, Upskilled’s Online Learning Management System (LMS) and other important information. Please keep a copy of this email for future reference.

1.2. Students can request Student Support to resent their login details by emailing: studentsupport@upskilled.edu.au

1.3. For more information on pre-course requirements: https://www.upskilled.edu.au/faq/Student-faqs/pre-course-requirements

2. Upskilled Student FAQs

2.1. This is your online Student resource, which answers many of our Student FAQs. It is also an excellent repository for study tips and has links to our Student handbook, forms and other policy documents you might need to reference, which can be found here: https://www.upskilled.edu.au/faq/Student-faqs

3. Training Plan

3.1. Your Training Plan is a document which outlines details of Unit of Competency, Start and End dates of your course, and other important information.

3.2. Upskilled may reference your Training Plan to ensure your online course progresses satisfactorily.

3.3. Your Training Plan will be sent to you separately via email, and it is essential that you fill, digitally sign, and submit this document as quickly as possible.

3.4. If we do not receive your signed Training Plan within ten (10) business days of the email date, Upskilled will suspend access to MyUpskilled until it is received.

3.5. Upskilled recommends that you print and retain a copy of the Training Plan for your reference, as your course duration is clearly defined in the Training Plan.

3.6. The signed Training Plan is likewise mandatory for us to process your AQF qualification documentation once you have been deemed competent and completed your course.

3.7. To discuss or request a copy of your Training Plan:

    email: studentsupport@upskilled.edu.au
4. **Students on a Traineeship**

4.1. If you have been signed to an Apprenticeship/Traineeship Contract by your employer, you must understand the following:

   a. This is a legally binding agreement between yourself, your employer and the applicable state training authority, and
   b. You must learn and work to develop the skills and knowledge required, and
   c. Undertake the training delivered to you on the job, and
   d. Study and undertake all learning and assessments assigned in your Upskilled course, and
   e. Comply with the terms and conditions of your contract, including scheduled start and end dates.

4.2. Your employer’s obligations under the training contract include:

   a. Employ and train as agreed to in the training contract and Training Plan, and
   b. Provide appropriate facilities and assign competent supervision in the workplace to assist in the training stipulated in the training plan, and
   c. Allow workplace time to attend to studies and training.

5. **Learning Materials**

5.1. Your course learning materials will include Upskilled’s online learning content and video resources. Depending on the course you select, you may also be provided with e-books and/or be able to view and learn from online e-learning content including LinkedIn Learning, Pluralsight, ClickView, or a combination thereof. Upskilled’s online learning content may include:

   a. Learning activities
   b. Case studies
   c. Recommended reading material
   d. Videos, online tutorials, webinars, and/or virtual classrooms
   e. Research activities
   f. Practice activities

6. **Course Time Limits**

6.1. Upskilled expects Students to consistently progress so that they can complete their course by the Course End Date indicated on their Training Plan.
6.2. All courses will expire post the Course End Date stated in the Training Plan. Upskilled will cancel the Student's enrolment unless granted an extension as per the Course Extension Policy.

7. **Course Extension Policy**

7.1. Students who are unable to complete their course by the Course End Date can request a Course Extension, as per the conditions below.

7.2. Upskilled can grant Course extensions beyond Course End Date for a maximum of sixty (60) calendar days with no additional fee; however, extensions will only be at Upskilled’s discretion which considers a Student’s course progression.

7.3. Please note that Upskilled’s ability to grant an extension on Courses that are superseded is limited.

7.4. Any extensions beyond sixty (60) calendar days will incur an additional monthly fee of $300.

7.5. Course extensions can be for a maximum period of one hundred and eighty (180) calendar days from the Course End Date.

7.6. If a Student is subsidised under NSW Smart and Skilled funding and has been approved for course deferment, the Student can request for a free extension of course. The maximum period of free extension cannot exceed the deferment period.

7.7. In extenuating circumstances, a Student can request a free extension for more than sixty (60) calendar days by submitting a Special Consideration Application Form.

7.8. Students must request for Course Extension within ninety (90) calendar days before the Course End Date. Requests for Course Extensions prior to ninety (90) calendar days will not be considered.

7.9. Request for Course Extensions should be made to the Student Support Officer and are where they are paid or free extensions are not guaranteed and are subject to Upskilled approval.

8. **Extension of Commitment ID (CID)**

(Applicable only to NSW Smart and Skilled Students)

8.1. A Commitment ID, also known as a CID, is assigned to Students once they enter into an NSW Smart and Skilled funding contract. The Commitment ID is given an expiry date of six (6) weeks from the Course Start Date, in which the Student must have participated in subsidised training, or they will lose their funded enrolment, and Upskilled will cancel their enrolment in the course.

8.2. Participated in Subsidised Training means a) the Enrolled Student has interacted and participated in the Subsidised Training in a manner that exceeds mere attendance or accessing training materials, and b) Upskilled has documented evidence of this interaction and participation.
8.3. Accepted participation can include a) learning activities and knowledge questions being attempted or completed or b) learning activities and assessment being attempted or completed.

8.4. Students can request an extension of CID date which can be extended only on one occasion for a maximum of one (1) month.

8.5. Student can request for a CID Extension by emailing studentsupport@upskilled.edu.au before the expiry of CID date.

8.6. Please note that even if Upskilled extends a Student’s CID date, the Course End Date remains unchanged.

9. **Course Deferment**
   (Applicable only to NSW Smart and Skilled Students)

9.1. Course deferral period can only be for a period totalling six (6) to twelve (12) months, depending on the funded program.

9.2. Student can request course deferral only after the CID requirements have been met.

9.3. A Student can request for a course deferral by emailing studentsupport@upskilled.edu.au. This request is subject to approval as per funding guidelines and may require submission of certain documentation.

9.4. A Student may apply for course extensions after the deferment period ends, as per the Course Extension Policy.

9.5. Upskilled will suspend MyUpskilled access, and support services for students during the deferment period.

10. **Course Progression Policy**

10.1. A student must regularly log in and undertake their learning to sufficiently progress through their course and complete by the Course End Date.

10.2. The Student is responsible for Course progression and is required to be proactive in reaching out to the Trainer or Student Support Officer should they have any difficulties.

10.3. Upskilled will support the Student to progress through the course by regular contact through various communication channels such as emails, phone calls, SMS etc.

10.4. Upskilled recommends Students to follow their Training Plan to ensure that their course is completed by Course End Date. Upskilled will monitor Student progression, and if no assessment is submitted over forty (40) calendar days, it reserves the right to cancel the Student’s enrolment due to lack of progression.
11. **Do Not Contact Temporarily**

11.1. In certain circumstances such as but not limited to travelling overseas, work commitments etc. A Student can request not to be contacted temporarily by the Student Support Officer or the Trainer.

11.2. The Student can make this request to the Student Support Officer through email or phone.

11.3. Upskilled can grant this request only after the Welcome Call from the Student Support Officer and the initial Trainer contact had been made. It can only be for a temporary period with a maximum of sixty (60) calendar days.

11.4. A Do Not Contact (DNC) request will **not** be granted if the Student does not want to be contacted because:

a. they are dissatisfied with the assigned Student Support Officer or Trainer, or

b. they do not agree with the Upskilled support model (e.g. regular contact with Students for support and course progression), or

c. they do not want to be called by the finance department/debt collectors to collect outstanding fees.

11.5. If Upskilled grants the Student’s request for DNC, the following still applies:

a. The Student is required to complete the course by the Course End Date, and

b. The Student continues to have access to MyUpskilled, and

c. The Student continues to receive marketing emails, and

d. The Student continues to receive emails regarding important course information affecting their enrolment, and

e. Upskilled reserves the right to contact the Student for payment related matters.

12. **Course Updates**

12.1. Upskilled regularly reviews all courses to make sure they are up-to-date, relevant, and in-line with Industry and regulatory requirements. Updates to course materials and assessments during your studies may occur as a result.

12.2. Upskilled will notify the Student of any significant changes to course materials fourteen (14) calendar days before implementation.

13. **Superseded Courses and Course Transitions**

13.1. From time to time, qualifications and units of competency (UOC’s) are changed due to emerging industry requirements.

13.2. When qualifications or UOC’s are upgraded, the ‘old’ qualification/UOC is called ‘superseded’.
13.3. If your qualification or some of your UOC become superseded during your course duration, you are required to complete the existing qualification by the Course End Date or the teach-out date for the qualification whichever is earlier.

13.4. For instances when a Student’s Course End date is after the Teach-Out Date
   a. If eligible, Upskilled will transfer the Student to the new qualification once the new qualification is on the Upskilled scope of registration. This process is called ‘transitioning.’
   b. In case of transitioning, there will be no administrative fee.
   c. If Upskilled is unable to add the new qualification on scope, we will endeavour to transfer the Student to an RTO offering the new qualification.
   d. If Upskilled is unable to transfer a Student to a new qualification at Upskilled or another RTO, it will refund the fees paid by the Student.

13.5. All training and assessment must be finalised within the timeframe specified under the AQF.

13.6. Students wishing to enrol in a qualification in its transition period will be offered information about the new course to make an informed decision before enrolment.

13.7. Upskilled will issue a certificate or statement of attainment where applicable.

14. Work Placement

14.1. Work placement is a mandatory assessment requirement with recommended minimum hours for specific qualifications. Upskilled will notify Students if their course has such a requirement before enrolment.

14.2. Work placement involves students applying the skills and knowledge learned during the course duration to a real-life workplace after they have completed all the theory assessment tasks. Students are required to be supervised by a Workplace Supervisor nominated by the host organisation. Work placement is designed to provide students with the opportunity to gain valuable insight into the Industry and provide students with a secure and safe environment, enabling them to further the knowledge and skills required in the job roles that their course is preparing them.

14.3. Students are required to source for the suitable host organisation to support their work placement. However, students can also access the Upskilled Work Placement Officer’s assistance if they are unable to locate a suitable host organisation. Students are required to provide Upskilled with a list of host organisations who have rejected their requests for work placement.

14.4. There are several clearance checks required by Upskilled and host organisations, such as a Working with Children Check or a Working with Vulnerable People Check (ACT and TAS), and National Police Check.

14.5. Clearance Checks - State Requirements:
14.6. Fees may apply for some of the checks. Students must apply for the relevant checks and submit the approved checks via MyUpskilled within the first sixty (60) calendar days from the Course Start Date. Students must also provide their curriculum vitae and cover letter.

14.7. Upskilled reserves the right to transfer the Student to another course in which work placement is not a mandatory assessment or cancel the Student’s enrolment if a student is unable to obtain and submit the required clearance checks.

14.8. Students who successfully identify and obtain agreement from a host organisation to support their work placement are required to complete the Work Placement Agreement form and submit it via MyUpskilled for approval. Please note that Upskilled must approve the Work Placement Agreement before students can commence their work placement.

14.9. An Upskilled Assessor will liaise with the host organisation’s Workplace Supervisor to review and validate the Student’s practical skill ability. Upskilled will record this conversation, and where possible, practical skills will be simulated or assessed by the Trainer via video link.

15. **Graduation and Certification**

15.1. Upskilled will issue the Australian Qualifications Framework (AQF) certification documentation will be issued within thirty (30) calendar days of the learner having successfully completed all course requirements, including:

   a. successfully completed all assessments and work placement (where applicable), and  
   b. having been deemed to be competent in all your areas of study, and  
   c. meeting all your financial obligations, and  
   d. having obtained a Unique Student Identifier (USI).

15.2. The Australian Qualifications Framework (AQF) certification documentation may consist of either:

   a. **A Testamur**: Students who successfully complete all course requirements will be issued with a certificate of completion, and

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<table>
<thead>
<tr>
<th>State</th>
<th>Requirements</th>
</tr>
</thead>
</table>
| NSW, VIC, QLD, SA, NT, WA | Working with Children Check  
|                 | National Police Check  
|                 | Curriculum Vitae  
|                 | Cover Letter |
| ACT, TAS        | Working with Vulnerable People Check  
|                 | National Police Check  
|                 | Curriculum Vitae  
|                 | Cover Letter |
b. **A Record of Results**: for Nationally Recognised Training qualifications only. This record follows AQF guidelines and is a list of the competencies you have achieved, or

c. **A Statement of Attainment**: when an individual has completed one or more units of competency from a Nationally Recognised Training qualification.

15.3. Students can request an additional copy of the certificate or statement of attainment to their Student Support Officer. An administrative fee of $100 applies for each request.
D. Assessments

1. Background

Assessments are an essential part of the course and must be completed successfully to progress through the course and receive your qualification. Upskilled’s assessment system is designed to ensure Students are assessed under the regulator’s Principles of Assessment and recognises individual Students and courses may require various assessment types, including Recognition of Prior Learning (RPL).

These assessments are integral to your learning experience and help you consolidate and integrate new knowledge and develop practical skills by gathering, consolidating, and discussing evidence about your learning.

To be awarded a Nationally Recognised Qualification, you must demonstrate that you have achieved competency in all aspects of the qualification. Evidence of competence is assessed through assessment tasks that have been set up in MyUpskilled (LMS), our online Learning Management System (LMS), and for some courses, workplace assessment is required.

Competency is the ability to apply knowledge and skills to meet a particular standard of performance required in the workplace and transfer and apply those skills and knowledge to new situations and environments.

If there is any question of competency being achieved, your Trainer may request you to complete a supplementary assessment to confirm their judgement.

2. Types of Assessment

2.1. **kChecks/ Knowledge Quiz:** These are positioned throughout the course to assess your understanding of the taught knowledge. These are in the form of questions requiring answers and are submitted within MyUpskilled (LMS).

2.2. **Written Assessments:** These may include short answers, essays, scenarios, case studies, presentations or other written accounts of tasks or activities.

2.3. **Video or Audio Based Assessments:** Students may be required to record themselves and others, undertaking a defined scenario or role-play demonstrating skills developed during the study.

2.4. **Verbal Assessments:** Students may have structured interviews with their Trainer. The nature and scope of the assessment will be provided before the assessment.

2.5. **Workplace Assessments:** Workplace assessments are a core part of Structured Workplace Learning for some courses. Information about workplace assessment requirements will be made available on MyUpskilled (LMS).
2.6. **Recognition of Prior Learning (RPL):** RPL uses evidence from formal, non-formal and informal learning rather than from specific assessment activities directed by Upskilled. This evidence is often combined with assessment activities sometimes known as ‘challenge testing’. RPL assessment is conducted with the same rigour as any other form of assessment. Where gaps are identified in the RPL process, the RPL assessor will ask for additional evidence. Please see our RPL process for more information.

3. **Submitting Assessments**

3.1. You will be provided instructions on how to submit your assessments in MyUpskilled (LMS). Please read through the instructions in detail before making any attempt at submitting an assessment.

3.2. If you have any concerns or questions about assessment submission, you can contact your Trainer.

4. **Plagiarism**

4.1. Plagiarism is the act of passing off another person’s work as your own. Examples include copying or summarising the work of another person without recognising the source.

4.2. Any Student found plagiarising in the first instance will receive one attempt to rectify their work.

4.3. If there is a second instance, the Student will receive a written warning and a Not Yet Competent (NYC) result in the assessment attempted without rectification.

4.4. The third instance of plagiarism will result in the cancellation of the Student’s enrolment.

4.5. Any person who knowingly aids another person to commit plagiarism shall be dealt with as if they had committed plagiarism.

4.6. Electronic and other plagiarism detection tools are used on Upskilled systems.

4.7. If Upskilled has cancelled a Student’s enrolment has due to the above, they will continue to be liable for their Full Course Fees. Please see the section titled Cancellations of Student’s enrolment by Upskilled in the Cooling-Off Period, Cancellation, Transfer, Withdrawal and Refund Policy.

5. **Assessment Marking and Feedback**

5.1. Your assessments should be marked by your Trainer and Assessor within ten (10) business days, where you will also be provided with feedback.

5.2. If you need further clarification, you should contact your Trainer, who can help you understand the assessment feedback.
6. **Assessment Judgement**

6.1. The completed Unit of Study assessment-based outcomes are:

a. Competent (C) - when the Student can demonstrate competency in all assessment outcomes

b. Not Yet Competent (NYC) - when the Student has not yet demonstrated competency in all assessment outcomes

6.2. A Student is deemed to be Competent when all assessment outcomes, including work placement, have been completed to a competent level within a Unit of Competency.

6.3. Until that Unit of Competency is marked Competent, individual assessments will be marked Competent or Not Yet Competent.

7. **Attempts at an Assessment**

7.1. Upskilled encourages the Student to use Trainer feedback to re-attempt an assessment if they receive an NYC result.

7.2. If you have received an NYC result, you may submit a second assessment attempt once you have made all the required amendments based on Trainer feedback.

7.3. If a second attempt is unsuccessful, you need to read the assessment feedback, make the appropriate changes, or carry out suggested learning activities before submitting your third and final attempt.

7.4. Upskilled will cancel the Student’s enrolment should there be excessive attempts to achieve competency within the given course time limit. There will be no refund given in this scenario. Please see the section titled Cancellations of Student’s enrolment by Upskilled in the Cooling-off Period, Cancellation, Transfer, Withdrawal and Refund Policy for further details.

7.5. We are not obliged to provide more than one attempt at an assessment activity by a Student. However, Upskilled does allow for three (3) attempts (at most) per assessment, as Students need an opportunity to respond to constructive Trainer feedback.

7.6. If deemed warranted by the Trainer or Faculty Head, a further attempt may be allowed on a case-by-case basis.

7.7. After all attempts have been exhausted, the grade will be set as NYC.

8. **Appealing an Assessment Decision**

8.1. If you are dissatisfied with your Trainer’s assessment or task/answer result, you are entitled to have your assessment submission reviewed.

8.2. To appeal a marked assessment task/answer, within ten (10) business days you must in writing ask for a review of the assessment result to Student Support at studentsupport@upskilled.edu.au.
8.3. Once the written appeal has been received, the Faculty Head will consider the appeal application in consultation with the course Trainer. You will be advised of the result of the assessment appeal in writing within fifteen (15) business days.

8.4. If, after review, you are still dissatisfied with the assessment task result, you can escalate the appeal to the General Manager- Education. A different Trainer will moderate the assessment result, and the results communicated with you. This decision will be final, and Upskilled will record the result in its systems.

8.5. A record of all appeals received, and documented outcomes will be stored by Upskilled on its Customer Relationship Management System (CRM). Upskilled will use this information to review its processes and practices.

9. **Assessment Standards**

9.1. Upskilled will comply with the assessment guidelines defined in the relevant nationally endorsed Training Package, or companion guides. Upskilled ensures that a vocationally competent assessor determines the competency assessment and that each qualification and its assessments undergo regular validation reviews. Assessments may be improved from time to time and added to your course to ensure the most up to date assessment activities are being assessed.

9.2. Assessments are mapped to part or whole of a unit of competence and being deemed competent (only if all assessment parts for the unit are completed to a competent level), will lead to a statement of attainment or qualification being issued at various exit points of the qualification, depending on these mappings.

9.3. Assessments follow the principles of assessment and are:

   a. **Valid** – assessment methods will be justified by Upskilled based on the evidence of performance by the individual Student. That means assessments must be against the unit/s of competency and cover a broad range of evidence and demonstrable skills that can be practically applied by the Student in similar situations.

   b. **Reliable** – assessment procedures must be reliable; that is, they must consistently interpret evidence from the Student, irrespective of the assessor conducting the assessment.

   c. **Fair** – assessment procedures will be fair, to not disadvantage any Students. Assessment procedures will:

      (i) Be equitable, culturally, and linguistically appropriate, and

      (ii) involve procedures in which criteria for judging performance are made clear to all Students, and

      (iii) employ a participatory approach, and

      (iv) provide for Students to undertake assessments at appropriate times and where required in appropriate locations.
d. Flexible - assessment procedures will be flexible; that is, they should involve various assessment methods that depend on the circumstances surrounding the assessment, including the Student’s needs and competencies acquired.

9.4. We will achieve this through:
   a. careful design of the assessments and through engagement with Industry, and
   b. validation and moderation of the assessment judgements to confirm Upskilled’s assessment system conducted regularly and systematically; and
   c. an understanding of the definition and practical application of the above definitions.

10. Assessment Methods

10.1. Our assessments and assessment methods (including simulation) ensure that we focus on the application of the skill and knowledge as required in the workplace, including but not limited to:
   a. Task skills (doing the job)
   b. Task management skills (managing the job)
   c. Contingency management skills (what happens if something goes wrong)
   d. Job-role environment skills (managing your job and its interaction with others around you)

10.2. Assessments may be carried out in a simulated work context as advised by the Training Package assessment conditions. We will ensure we assess you in enough detail to ensure that we can determine you have attained competency.

10.3. Alternate assessment methods including Reasonable Adjustments may be considered to accommodate special needs or circumstances, see further details in the section Support to Students with Special Needs and Disabilities

10.4. Re-assessment is available on appeal, see further details in the section Appealing an Assessment Decision.
E. Protecting our Students

1. Prepaid Student Fees
   1.1. To protect fees paid by Students or third parties on behalf of the Student, Upskilled has provided an Unconditional Financial Guarantee.
   1.2. In the event, Upskilled ceases to operate as an RTO:
       a. We will advise the students and assist them where possible to enable them to complete their course through other RTOs, and
       b. We will return any unmarked assessments to the Student, and
       c. We will issue a certificate or Statement of Attainment if all requirements are met for an assessment.

2. Privacy Policy
   2.1. We are committed to protecting the privacy of your personal information. Our Privacy Policy explains how we collect, use, disclose and otherwise handle personal information. It also tells you how you can request access and/or correct the personal information we hold about you, or how to complain about a suspected privacy breach.
   2.2. Please read Upskilled's full Privacy Policy for more information.

3. Records Retention Policy
   3.1. Upskilled collects students’ personal information for legitimate education activities and over the course of a Student’s education creates and maintains records related to enrollment, progress, communications, and certification.
   3.2. More information on how Upskilled stores and protects your records, including information on how to access your records can be found here.

4. Child Safe Environment Statement
   4.1. Upskilled is committed to the safety and wellbeing of all children and young people accessing our services. Any Upskilled employees with access to Students or Student records are cleared to work with children in volunteer and paid roles.

5. Code of Practice
   5.1. The Code of Practice documents how Upskilled will meet the obligations it has as an RTO to comply with all standards and conditions set out in the Standards for Registered Training Organisations 2015, and as regulated by the Australian Skills Quality Authority (ASQA).
5.2. We have developed this Code of Practice to ensure our Student’s rights as a consumer are protected and that they receive the services detailed in their agreement. You can find more information about our commitment to our Students here.

6. Third-Party Arrangements

6.1. If Upskilled has course-related Third Party arrangements, it will provide details of the third party to the Student.
F. Behaviour and Code of Conduct

1. Harassment and Discrimination
   1.1. We are required under Australian law to ensure that we provide a workplace and learning environment free from all forms of harassment and discrimination (including victimisation and bullying), so that staff and Students feel valued, respected, and treated fairly.
   1.2. We will ensure that all our staff understand their roles and responsibilities in creating such a workplace through training, communication, mentoring, and example.
   1.3. We will ensure all our staff know the processes and procedures for addressing any form of harassment or discrimination.
   1.4. See our Harassment and Discrimination Policy for further information.

2. Drugs and Alcohol
   2.1. Upskilled has a zero-tolerance policy on illegal drugs and alcohol. Any person found to be in possession or under the influence of illicit drugs and/or alcohol will be asked to either discontinue contact (if online or on the phone) or leave the premises (if on-site training).
   2.2. In some cases, prescription drugs will affect your performance. Please discuss this with your Trainer before Course Commencement.

3. Discipline
   3.1. Upskilled attempts to provide training and assessment services in a spirit of cooperation and mutual respect.
   3.2. If Trainer or other Upskilled personnel are unhappy or dissatisfied with the behaviour of a Student (including those outlined in the Harassment and Discrimination Policy, Drug and Alcohol Policy or other Upskilled policies), Upskilled has the authority to:
      a. Warn the Student that their behaviour is unsuitable, or
      b. Ask the Student to discontinue the Session, or
      c. Immediately cancel the Student’s enrolment. In such a scenario, the Student will remain liable for the Full Course Fees and will not be accepted in another course with Upskilled.
G. Complaints and Appeals Policy, and Procedure

1. Complaints

1.1. Upskilled acknowledges that complaints, appeals, and feedback are integral components for our continued and effective improvement as an RTO. We are committed to ensuring any type of feedback regarding the RTO (good or bad), its Trainers, assessors or other staff is acknowledged, recorded, and considered, and will be actioned in a fair and timely manner.

1.2. Upskilled will take all steps to ensure complainants feel empowered to supply a complaint without fear of detriment toward or victimising the complainant.

1.3. Please click on the link for more detailed information on Upskilled’s Complaints and Appeals Policy.
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<td>V3.2 –Clarification of disclosure requirements for sections 3.1, 3.2 under A. Support students with Special Needs and Disabilities and clarify supporting evidence requirements regarding sections 5.1, 5.2, 5.2c under G. Refunds.</td>
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