

Name: _____



Student Handbook

Kevesther Pty Ltd (RTO ID# 31415)

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Welcome

Thank you for choosing to study and enroll with Kevesther, we hope you enjoy this challenging, rewarding, and fun learning journey.

The courses and programs we provide are developed and delivered in partnership with our clients, to build for an effective learning experience and transfer of learning. They expose students to a variety of experiences and challenges, and provide a mix of theory and practical training.

Please take the time to read this handbook and keep it in a safe place in case you need to refer to it during your studies. It provides up-to-date information in relation to our enrolment process, the way we deliver training, how we assess, the standard of service you can expect from us, and your responsibilities as a student with us.

Your employer may refer to this handbook also, in relation to our policies and procedures so please feel free to share, or direct them to our website at www.kevesther.com.au.

Our aim is to equip you with the knowledge, skills, and confidence you need to enter the workforce or to undertake further study.

If you have any questions or comments during your course, please feel free to contact us.

Please refer to our website for further company and course information.

We wish you the best of luck with your studies.

Regards

Jeanette Jones
Chief Executive Officer
On behalf of the team at
KEVESTHER

Access and Equity

Kevesther believes in access for all, so the differing needs for each student are identified and handled with sensitivity. Students have equal access to all programs irrespective of gender, culture, disability, health status, pregnancy, marital status, age, race, ethnicity, religion, location, sexuality, socio-economic background or as prescribed by Anti-Discrimination legislation.

Reasonable adjustments are made to delivery and assessments for students who have an impairment, where required.

Our clients are invited to raise any concerns regarding our admission procedures, assessments, training activities and entry requirements, etc.

Quality and Continual Improvement Focus

Kevesther has policies and management strategies to ensure sound financial and administrative practices.

Kevesther believes in and practices a Quality philosophy to ensure all training and assessment services meet or exceed our customer requirements and expectations. We have current policies and procedures in place which support the quality and compliant delivery of accredited training and assessment activities.

Kevesther has a Consumer Protection Policy with the aim of protecting the needs and interests of all potential and current students. We apply an efficient approach to consumer protection. This approach includes ethical and accurate advertising, provision of information, protection of fees paid in advance, complaints and appeals, protecting personal information and continuous improvement; which are all outlined in this Handbook. For any enquiries, contact our Consumer Protection Officer, Jeanette Jones, Ph. 1300 852 242, Email: aia8@bigpond.com

Continual improvement is an essential part of Kevesther, with the aims of ensuring compliance, preventing problems and identifying ways to continually improve the standard of delivery of training and the management systems supporting the delivery of training and assessment.

We encourage feedback regularly from our clients, students, and staff – through formal surveys as well as informal communications. All staff participate in our structured internal audit program and all trainers and assessors are involved in our assessment validation program.

Client Service

Kevesther has sound management practices to ensure effective client service. These ensure:

- the timely issue of student assessment results and qualifications, appropriate to the competence achieved,
- a quality focus that includes a Recognition of Prior Learning Policy,
- a fair and equitable Fee and Refund Policy,
- a Complaint and Appeals Policy,
- an Access, Equity and Diversity Policy that includes student welfare and guidance services,
- where necessary, arrangements are made for those clients requiring literacy and/or numeracy support programs,
- information is disseminated, understood, and applied by personnel and clients appropriate to our registration as an RTO¹, and
- all fees and charges are known to students and clients before enrolment; course content and assessment procedures are explained, and possible vocational outcomes are defined.

Marketing and Advertising

Kevesther offers clear and factual information that allows clients and students to make informed decisions regarding the services and qualifications they can obtain. Kevesther markets its vocational education and training products and services with integrity, accuracy, and professionalism; avoiding vague and ambiguous statements.

In the provision of information, no false or misleading comparisons are drawn with any other training organisation or training product. All advertising is conducted in accordance with the provisions of the Standards for RTOs (2015), consumer protection legislation, and carries the organisation's RTO number. No guarantee of success or specific work outcomes are identified for learners within the marketing material.

Training and Assessment

Kevesther has personnel with appropriate qualifications and current industrial experience to deliver the training and facilitate the assessment relevant to the training products offered. Kevesther designs training programs to meet the specific needs of our client organisations and individual students. We provide opportunities to develop new skills at a student's own pace, collaborate with others, and become successful and lifelong learners.

¹ RTO stands for 'Registered Training Organisation'

We believe in empowering our students through project-based learning, teamwork, authentic assessments relevant to the workplace, and contextualized demonstration of competencies in real world settings, as well as flexible timeframes.

Our resources can be customised to suit individual workplace systems, including incorporation of Work Instructions, Standard Operating Procedures, and policies and procedures particular to the desired training program.

Training delivery involves face to face facilitation, coaching, reference manuals, visual presentations, practical demonstrations, and simulations. Students are encouraged to apply their learnings in their workplaces, and employers are urged to mentor and encourage each employee's learning journey with us.

A person can be considered to be competent when they are able to apply their knowledge and skills to successfully complete work activities in a range of situations and environments. Our nationally recognised programs contain units which detail the standards against which competency is assessed. Kevesther will either deliver these units individually or link several units together as a 'cluster' or a nationally recognised 'skill set' to make the training more relevant to you, and to avoid unnecessary duplication.

Before a student is assessed, they are given the opportunity to practice and attempt activities either in the training room or on the job site. The student has three occasions to attempt an assessment to achieve a Satisfactory outcome. Assessment processes (including RPL²) meet the national principles of assessment and rules of evidence.

Your Training Plan

At the beginning of your course (for full qualifications only), you will receive a Training Plan which outlines which units you will be undertaking, and in which order. This plan will also advise the methods used to deliver the training and to assess you for competence, as well as identify whether there are any pre-requisite units or course entry requirements.

You will be asked to sign this plan and, if you are undertaking your training within the workplace, your supervisor will be requested to also sign the Training Plan, committing to support you throughout your course and wherever necessary, work with our facilitators to ensure every success for your learning.

² RPL stands for Recognition of Prior Learning

In this document, Kevesther reiterates our support by referring or directly assisting you (wherever necessary) in the areas of disability, personal well-being or extra support, in conjunction with you and your employer (where relevant).

Development of a Training Plan also provides Kevesther with a formal opportunity of ensuring your workplace (where relevant) has the necessary work, resources, facilities, and experienced people needed for you to successfully undertake any on-the-job components of your training program.

Workplace Referee Reports (Third Party Reports)

A Workplace Referee is one of your experienced supervisors or colleagues within your workplace (or within your industry) who can report on the range and quality of work performed by you, in relation to the learning program you are undertaking. Wherever appropriate, they will be asked to provide examples of how you have applied the skills and knowledge you have gathered through your training at work. You are encouraged to be a part of this process with your referee in relation to how you apply your learnings at work and any support you may need from them to maximise the success of your training program.

Your nominated referee will be asked to complete a document about their observations of your workplace activities; that is, if and how you apply the skills and knowledge at work, adding comments if desired. Once the report is completed, our assessor will follow up any queries or clarification with either the referee directly or yourself, and add it to the portfolio of evidence being gathered which will support your assessor's judgement of competence.

Your referee will not be required to make a decision about whether you are competent or not - only one of our qualified assessors can make this judgement. The report is not used as a standalone. It is added to other evidence such as assessor observations, questions, projects, etc. If you have any queries about this process, please do not hesitate to speak with your assessor directly.

Course Admission

All applications for enrolment must satisfy Kevesther's course admission process by meeting all pre-requisite and course entry requirements (qualification and/or experience) as detailed in the relevant course information prior to acceptance into the course/s.

All potential students are encouraged to check the competencies and/or performance outcomes of courses to ensure they understand the requirements prior to enrolment. Kevesther will provide assistance in clarifying the suitability of the course to the learner's skill development requirements.

Enrolment and Induction

Prior to enrolment, students are required to go through this Handbook. If there are any queries about a particular course, our policies, procedures, enrolment process, where to go, or what to bring, please do not hesitate to contact our main office on 1300 852 242.

Enrolment Kit

If not already provided, an Enrolment Kit will be forwarded to the student shortly prior to commencement of the training program. For those students who are undertaking their program within their workplace, this kit may come from their organisation's Training or HR Manager.

Please complete all forms and return to either your trainer or by emailing info@kevesther.com.au.

Please note, if a student is under 18 years old, a parent or guardian must also sign.

The Enrolment Kit will contain the following:

- Enrolment Form,
- Student Handbook (i.e. this book),
- a Language, Literacy and Numeracy (LLN) evaluation exercise (also referred to as a 'Skills Check' in some instances), and
- Depending on the program being studied, an RPL self-evaluation form (refer to Recognition of Prior Learning/RPL section)

What to Bring on the First Training Session

- Completed Enrolment paperwork (as listed in the Enrolment Kit),
- Proof of Identification e.g. birth certificate; driver's license, Medicare card, passport, over 18 Card etc. which must include a photo, as per instructions on the Enrolment Form,
- Any formal qualifications, resumes, or references for credit transfer or Recognition of Prior Learning purposes,
- Pen and a notepad, and
- USI number if it has already been allocated (please refer to the USI section on the following page for further explanation). There is also a section on the Course Enrolment Form to guide you in allocating your USI.

In this first training session, all queries regarding course structure, timetables, and assessment requirements will be answered.

Enrolment Procedure

- Complete and sign the Course Enrolment Form (if under 18 years old, a parent or guardian must also sign this form),
- If seeking recognition for previous studies or experience, enquire about Credit Transfer and/or Recognition of Prior Learning with the facilitator,
- Complete the Language, Literacy and Numeracy evaluation (also referred to as a 'Skills Check' in some instances), as directed by the trainer,
- If there is a disability which may require adjustment to the training program, delivery location, methodology, and/or training and assessment resources, please discuss this with the trainer or RTO Manager. Kevesther will work with the student to provide every opportunity possible for successful completion of training. There is a section in our enrolment form listing the nationally determined categories of disability, which are defined on the following page of this Handbook,
- Submit the forms along with a copy of any required identification, any other information if required, and payment of the enrolment fee (if applicable), and
- When payment is received, and enrolment accepted, Kevesther can provide the student (or the employer) with a receipt.

For those undertaking full qualifications through training and assessment arrangements, within the first week of training, will receive a Training Plan. The training plan will outline the accredited training program being undertaken; a breakdown of the units of competency being studied, the methods of assessment that will apply, dates, and location of the training.

Explanation of Disability categories³

Our Enrolment form refers to disability categories which are further explained below. Please note that disability, in this context, does not include short-term disabling health conditions such as a fractured leg, influenza, or corrected physical conditions such as impaired vision managed by wearing glasses or lenses.

Hearing/Deaf

Hearing impairment is used to refer to a person who has an acquired, mild, moderate, severe, or profound hearing loss after learning to speak, communicates orally, and maximises residual hearing with the assistance of amplification.

³ Extract from AVETMISS VET Provider Collection Specifications Release 8.0 November 2018

A person who is deaf has a severe or profound hearing loss from, at, or near birth and mainly relies upon vision to communicate, whether through lip reading, gestures, cued speech, finger spelling and/or sign language.

Physical

A physical disability affects the mobility or dexterity of a person and may include a total or partial loss of a part of the body. A physical disability may have existed since birth or may be the result of an accident, illness, or injury suffered later in life; for example, amputation, arthritis, cerebral palsy, multiple sclerosis, muscular dystrophy, paraplegia, quadriplegia or post-polio syndrome.

Intellectual

In general, the term 'intellectual disability' is used to refer to low general intellectual functioning and difficulties in adaptive behaviour, both of which conditions were manifested before the person reached the age of 18. It may result from infection before or after birth, trauma during birth, or illness.

Learning

A general term that refers to a heterogeneous group of disorders manifested by significant difficulties in the acquisition and use of listening, speaking, reading, writing, reasoning, or mathematical abilities.

These disorders are intrinsic to the individual, presumed to be due to central nervous system dysfunction, and may occur across the life span. Problems in self-regulatory behaviours, social perception, and social interaction may exist with learning disabilities, but do not by themselves constitute a learning disability.

Mental Illness

Mental illness refers to a cluster of psychological and physiological symptoms that cause a person suffering and/or distress to which represents a departure from a person's usual pattern and level of functioning.

Acquired Brain Impairment

Acquired brain impairment is injury to the brain that results in deterioration in cognitive, physical, emotional, or independent functioning. Acquired brain impairment can occur as a result of trauma, hypoxia, infection, tumour, accidents, violence, substance abuse, degenerative neurological diseases or stroke.

These impairments may be either temporary or permanent and cause partial or total disability or psychosocial maladjustment.

Vision

This covers a partial loss of sight causing difficulties in seeing, up to and including blindness. This may be present from birth or acquired as a result of disease, illness, or injury.

Medical Condition

A Medical condition is a temporary or permanent condition that may be hereditary, genetically acquired, or of unknown origin. The condition may not be obvious or readily identifiable, yet may be mildly or severely debilitating and result in fluctuating levels of wellness and sickness, and/or periods of hospitalisation; for example, HIV/AIDS, cancer, chronic fatigue syndrome, Crohn's disease, cystic fibrosis, asthma, or diabetes.

Other

A disability, impairment, or long-term condition which is not suitably described by one or several disability types in combination. Autism spectrum disorders are reported under this category.

Contact Details

It is important that the following information is accurately noted on the enrolment form and that, if any of this information changes, Kevesther is notified at the earliest opportunity. Please ensure that the below information is clearly written and legible.

- Correct and clear spelling of student name,
- Current email address, and
- Current residential address.

Please note that **THE STUDENT** is responsible for ensuring Kevesther has up-to-date contact details.

Unique Student Identifier (USI)

A Unique Student Identifier (USI) is a reference number assigned to every student which allows all national training records to be linked. This makes it easier for the student to find, collate, and authenticate the nationally recognised training achievements.

USIs are available online, at no cost to the student and will stay with them for life, with a record of any nationally recognised course completed since 1 January 2015. A student may create a USI directly by going to the www.usi.gov.au website; students' page. If there are any difficulties, please go through the 'Help Centre' section on the USI website or contact Kevesther directly. Please note that Kevesther is unable to issue certificates for accredited training without having a USI number on record, as mandated through legislation.

Issuing Certificates

Anti-Fraud Certificates

Kevesther's certificates are printed on security paper to inhibit fraudulent reproduction or copying. This paper meets all legislative requirements for the reduction of fraud, as required on all RTO testamurs and certificates.

Full Qualifications

Within thirty (30) days of successful completion of a course or nationally recognised training package qualification, students will be awarded with the approved qualification outlined on the relevant course information. A list of all units of competency completed, including results, will form part of the certification documentation.

Statements of Attainments

A Statement of Attainment is provided within thirty (30) days, if a student has successfully completed part of a course or qualification (i.e. a unit of competency or skill set).

Replacement Certificates

If a student requires a replacement qualification or Statement of Attainment, they can make written application to the RTO Administration Manager requesting the replacement certificate. This application will need to be authenticated by the Administration Manager. There will be no cost to the student for the re-issue of a certificate.

Qualifications and Statements of Attainment will not be issued where fees remain outstanding.

Fees

NSW Government Subsidised Training

Under the New South Wales Government's *Smart and Skilled* program, Kevesther is approved to deliver various apprenticeships, traineeships, and skill sets that are governmentally subsidised.

Your employer may be required to pay a contribution towards your training fees⁴ and there may be some extra paperwork required to meet funding obligations. If you are undertaking an apprenticeship or traineeship, you will also be required to sign a Training Contract with an Australian Apprenticeship Support Network.

If you access a Smart and Skilled subsidised training place and commence further training towards a part or full qualification, please be aware you *may* not be eligible for another subsidised place. Please do not hesitate to contact Kevesther if you require any further information on eligibility requirements or the subsidised courses on offer.

Kevesther Training Fees

The training costs and fees associated with the courses offered by Kevesther are outlined in the relevant course information literature provided to the applicant when an initial inquiry is made. Fees may be reduced where there is RPL assessment and/or Credit Transfers involved. Please ph. 1300 858 242 or email us at info@kevesther.com.au

Kevesther will not charge more than \$1,500 (including course and enrolment fees) in advance for a course to any individual student. Remaining fees will be invoiced by instalments.

All fees must be fully paid before a certificate is issued.

Course Fees include all texts, equipment and products. Receipts will be issued electronically for any amount paid.

Enrolment Fee

An enrolment fee of \$200 (per student, per course) is due no later than the start date of the course unless alternate arrangements have been made with the RTO manager.

⁴ if you are a Smart and Skilled funded student accessing the Partial Qualification Program (i.e. skill set delivery), the Fee Free Apprenticeship Strategy or the Fee Free Traineeship initiative, your employer will not need to pay this contribution.

Refund of Fees

It is the policy of Kevesther to ensure that all applications for a refund of fees are considered. Refund applications are to be made in writing to the RTO Manager via email at info@kevesther.com.au

A full refund, minus the enrolment fee of \$200 (per course, per student), will be made, providing notice of cancellation is received by Kevesther administration at least five (5) working days prior to the scheduled commencement of the course. Consideration will be given to any written request for refunds based on personal hardship, outside of these boundaries. Alternatively, the student/employer and Kevesther may negotiate transfer into another future course.

Once training has commenced in the course, no refund is available for course fees paid unless the student can provide a medical certificate or show extreme personal hardship.

Refunds will be considered on a pro-rata basis for students who fall ill or are injured to the extent that they can no longer undertake the course, providing a supporting Medical Certificate is supplied to Kevesther.

However, should students wish to finalise incomplete units of competency in a future course, the original fee can be used as a credit towards that course.

Should the RTO cancel or re-schedule a course, students (or their employers who paid the fees on their behalf) are entitled to a full refund (or pro-rata adjusted refund) or transfer of funds to another/future course. In this event, students (or their employers) will be given their preferred option.

In all other cases, refunds are at the discretion of the RTO Manager and may be negotiated on an individual case-by-case basis.

Recognition of Prior Learning (RPL)

Recognition of Prior Learning is a means of measuring skills acquired through work or life experiences, through informal training or through past qualifications obtained from formal studies.

Kevesther acknowledges these forms of learning are valid pathways for recognition of competency achievement during the RPL assessment process. If an RPL assessment is successful for one or more units of competency, the student may finish their course earlier.

Kevesther automatically checks all enrolment details for indications that students may qualify for RPL. However, students who consider they have potential to qualify for RPL are asked to complete a self-assessment form and discuss this pathway with their trainer.

The fees for RPL may differ according to the units of competency being assessed and whether any gap assessment may be required. RPL candidates are encouraged to contact us for a quote prior to commencing this process formally.

Sufficient, current, valid, authenticated, supporting evidence must be supplied and the RPL candidate must satisfy underpinning knowledge and practical skill criteria to enable a decision to be made. Assessors will guide candidates through the required evidence, professional conversations, and timeframes involved for this assessment method.

Please read ALL of the below information carefully to ensure understanding of Kevesther's RPL procedure.

Application Process

Step 1

- Discuss RPL potential, along with any associated fees, with your trainer or our course coordinator (ph. 1300 858 242).

Step 2

- Carefully read through the units of competency for which recognition is being sought,
- Complete a self-assessment questionnaire, and
- Match evidence of any prior learning and experience to the unit performance outcomes, liaising with the RPL assessor for appropriateness of documentation. This may be in the form of letters from previous employers, past academic results, role descriptions, relevant completed (or developed) workplace documentation, non-accredited training certificates, supervisor reports on your work duties and performance, etc.

Step 3

- Organise a time with the RPL assessor to have an interview (also referred to as a professional 'competency conversation') and go through the provided evidence. If there is any gap assessment required, it will be organised/performed at this time also. After the interview, a recommendation/decision will be made on the RPL application.

RPL Notification

The student will be formally notified of the outcome of an RPL application by Kevesther within thirty (30) days.

RPL Appeal Process

If there is dissatisfaction with the level of credit obtained, discuss the assessment with the RPL assessor initially. If there is still a dissatisfaction with the result, please refer to the Academic Appeals procedure.

Credit Transfer

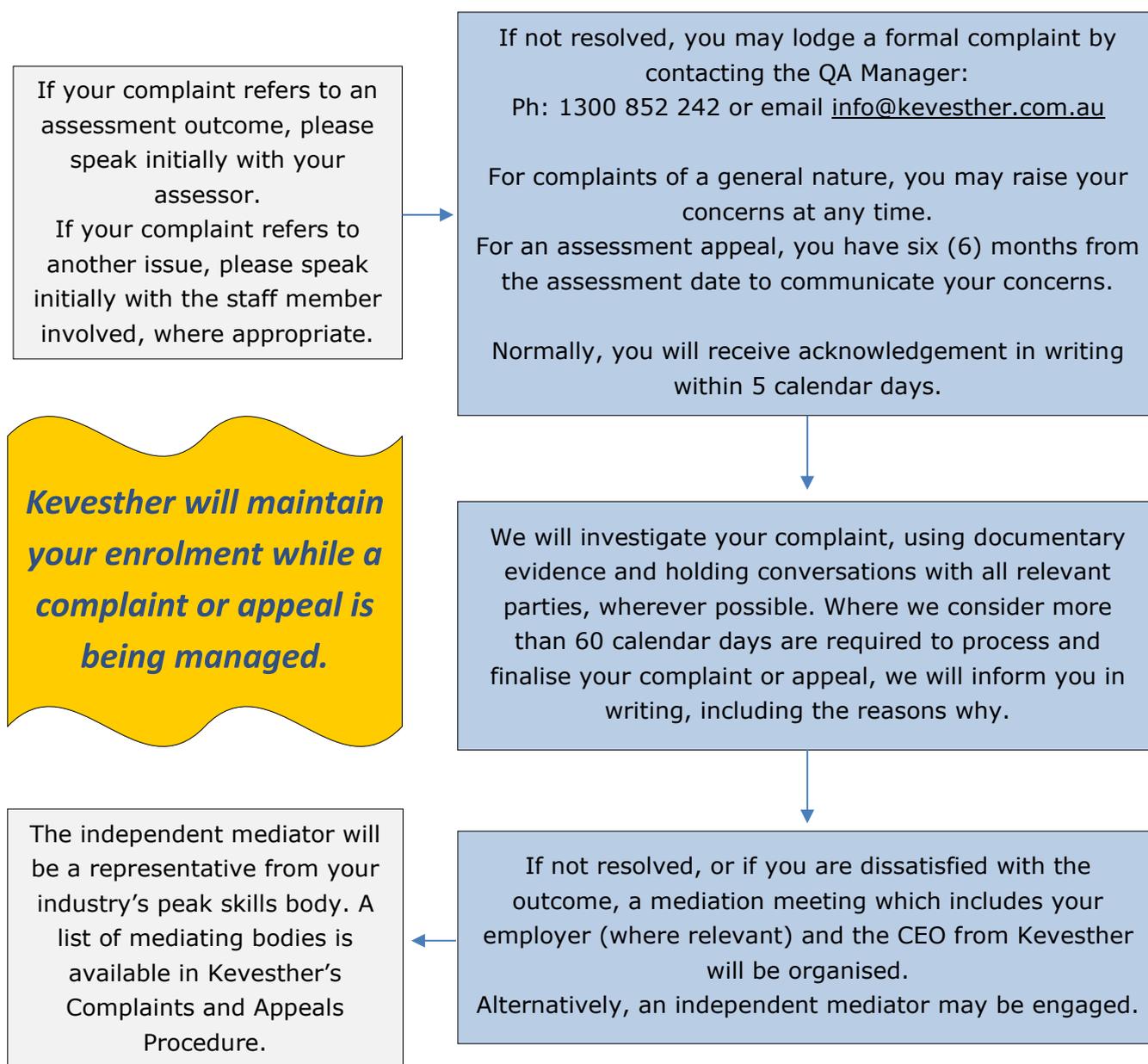
Kevesther recognises and accepts any Australian Qualifications Framework qualifications and Statements of Attainments that are issued by other Registered Training Organisations. Credit will be given for units of competency for which an original (or verified copy) official certificate or Statement of Attainment is produced.

Alternatively, the Unique Student Identifier (USI) website may be accessed for a candidate's national training record online, in the form of a USI Transcript, for training completed after 1 January 2015.

Please speak with your trainer prior to starting your training program or contact our office if you would like to pursue this option.

Complaints and Academic Appeals Procedures

The processes for making complaints and academic/assessment appeals are represented in the following diagram, with the full written procedures available by emailing info@kevesther.com.au. The procedures detail responsible officers, timeframes, the rights, and our integrity. We will maintain a student's enrolment while a complaint or appeal is undergoing resolution.



External mediating bodies

If an independent external mediator is required to review a decision made by the RTO, this will be a representative from the industry's peak skills body related to the student's training program. This body will have knowledge of the training program and of Kevesther's delivery, through consultation with development of Training and Assessment Strategies.

Privacy and Personal Information Protection

Kevesther takes student's right to privacy very seriously⁵. Student records are managed to ensure confidentiality and security of all information. Student records are archived in accordance with legislation and are retrievable by the student if requested, or by regulatory authorities for audit purposes (through application with the RTO Manager).

Kevesther is required to collect personal information (information or an opinion about a student), collected from the students, their parents or guardians such as the student's name, Unique Student Identifier, date of birth, contact details, training outcomes and performance, sensitive personal information (including ethnicity or health information) and other enrolment and training activity-related information and disclose that information to the National Centre for Vocational Education Research (NCVER).

A student's personal information (including the personal information contained on the completed enrolment form) and training activity data may be used or disclosed by Kevesther for statistical, regulatory, and research purposes. Kevesther may disclose a student's personal information for these purposes to third parties, including:

- School – if a student is undertaking a secondary VET, including a school-based traineeship,
- Employer – if a student is enrolled in training paid by their employer,
- Commonwealth and State or Territory government departments and authorised agencies, including the NSW Department of Industry,
- NCVER,
- Organisations conducting student surveys, and
- Researchers.

Personal information disclosed to NCVER may be used or disclosed for the following purposes:

- Issuing a VET⁶ Statement of Attainment or VET Qualification,
- Populating Authenticated VET Transcripts,
- Facilitating statistics and research relating to education, including surveys,
- understanding how the VET market operates, for policy, workforce planning and consumer information, and
- Administering VET, including program administration, regulation, monitoring, and evaluation.

⁵ This policy has been updated to incorporate obligations under NCVER's *Data Provision Requirements 2012* and the Australian Privacy Principles, which implement Schedule 1 of the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*, which amends the *Privacy Act 1988*.

⁶ Vocational Education and Training

A student may receive an NCVET student survey which may be administered by an NCVET employee, agent, or third-party contractor. They may opt out of the survey at the time of being contacted. NCVET will collect, hold, use, and disclose personal information in accordance with the Privacy Act 1988 (Cth), the VET Data Policy and all NCVET policies and protocols (including those published on NCVET's website at www.ncvet.edu.au).

Evidence Retention

Assessments are retained by Kevesther for six (6) months after a student has been issued with an award; complementary to the academic appeals time period. After this time, a student may request return of their assessments (through the Managing Director); alternatively, they will be destroyed; with the evidence of judgement paperwork (i.e. assessment summaries and signoff sheets) being retained for a further period of 30 years, as per our legal obligations.

Student information will not be disclosed to overseas recipients. Student photographs will not be displayed publicly or included on any marketing or training materials without prior written consent.

Sexual Harassment and Bullying

Sexual Harassment

The policy of Kevesther is that sexual harassment is an unacceptable form of behaviour, which will not be tolerated under any circumstances. Kevesther believes that all persons on site (including visitors) have the right to an environment free of intimidation and sexual harassment.

Sexual harassment may cause the loss of trained and talented employees and damage staff morale and productivity. Sexual harassment is against the law. All Kevesther employees must ensure that all persons on site (including visitors) are not subject to sexual harassment. They must also ensure that people, who make complaints, or act as witnesses, are not victimised in any way.

Vilification

The policy of Kevesther is that vilification is an unacceptable form of behaviour, which will not be tolerated under any circumstances. Kevesther believes that all persons on site (including visitors) have the right to an environment free of intimidation and harassment on the basis of race, gender, age, religion, or sexual preference.

Vilification includes things such as graffiti, verbal abuse, remarks in the media or on internet sites, gestures, posters, and stickers. For these sorts of things to be considered vilification, they need to be public and to incite people to hate others because of their perceived differences.

All Kevesther employees must ensure all persons on site (including visitors) are not subject to vilification or harassment. They must also ensure that people who make complaints, or act as witnesses, are not victimised in anyway.

Bullying

The policy of Kevesther is designed to ensure that both staff and clients are supported in upholding federal and state legislation on human resource management. This policy can be sent to those who wish to view its parameters.

What to do if these Circumstances Occur?

A student has the right to feel safe and to have full opportunity to achieve the potential in their study. Don't let harassment interfere with life; seek help immediately.

There are several options for seeking help whilst undertaking study with Kevesther. The course of action chosen should be what the student is most comfortable with. Do not ignore sexual harassment, vilification, or bullying, thinking it will go away – often discrimination gets worse and silence may give the impression that bad behaviour is acceptable.

A student may:

- Tell the person they are making them uncomfortable and ask them to stop, or
- Make a complaint to one of the staff at Kevesther.

If a student witnesses bullying, they should report the matter to the RTO Manager, who is required to act in accordance with the Complaints and Appeals Policy and Procedure.

Health and Safety Policy

Kevesther is committed to providing a safe and healthy workplace. Staff will work together with all relevant employees and key stakeholders on workplace health and safety matters.

Kevesther has established procedures for risk management, adhered to by all employees, contractors, and visitors. At all times, immediate action will be taken to correct any unsafe condition that has arisen under Duty of Care obligations.

Kevesther ensures all levels of the company actively participate in workplace health and safety issues, including training, and compliance with the workplace health and safety requirements of Kevesther's customers.

Kevesther management, through WHS meetings and the continuous improvement process, monitor and review workplace health and safety control measures, and address areas requiring rectification.

Workplace Health and Safety Responsibilities:

Students have duties under Section 29 of the Work Health and Safety Act 2011.

- take reasonable care for his or her own health and safety,
- take reasonable care that his or her actions or omissions do not adversely affect the health and safety of other persons, and
- comply, so far as the person is reasonably able, with any reasonable instruction that is given by the person conducting the business or undertaking to allow the person conducting the business or undertaking to comply with this Act.

NOTE: Students who do not comply with these legal requirements are in breach of the WH&S Act and can be fined under its legislative requirements. Such persons are also in breach of the Student Rules and can face disciplinary action.

Language, Literacy and Numeracy (LLN)

Kevesther is committed to assisting students with differing abilities to enable their success in study. Prior to commencement, Kevesther will undertake a non-intrusive LLN test (also referred to as a skills-check) to determine a student's current levels of language, literacy, and numeracy.

This document is designed to provide the trainer with the necessary information required to provide coaching support and/or make any adjustments to an individual's training or assessment that will maximise their success. The results of the LLN will be discussed with the student and they will be provided with the opportunity to discuss any specific learning needs directly with their trainer. This document is not designed to eliminate anyone from training, but to support successful completion.

Student Support Services

Requirements such as alternative formats, adaptive technology, and adjustments for disabilities will be identified in partnership with the student and provided for where practicable. Inclusive practice in training is about using a range of teaching strategies to meet individual needs, and providing learning experiences that:

- consider differing learning styles or preferences,
- recognise the differences among learners, and
- ensure no one is excluded.

Wherever possible and appropriate, Kevesther's trainers will assist students with support arrangements. These arrangements may include:

- negotiating with a student's workplace supervisor for work-release or on-the-job scheduling for training or assessment activity,
- re-scheduling training or assessment activity to suit a student's other work or personal commitments,
- referring students to local community services for external support (information on services available in each area where Kevesther provides training programs is maintained by the RTO's QA Manager and available from Kevesther's administration staff upon request), and
- referring students to employer-provided assistance programs (refer below).

Many employers of students already have in place Employee Assistance Programs (EEPs) where access to paid counselling services is provided. With the student's permission, liaison with an employer's HR personnel may be appropriate to assist access to these services, which often also include financial counselling.

Student Rights and Responsibilities

Kevesther aims to provide students with the opportunity to study, learn, and develop skills in a safe and supportive educational and social environment. Student's also have rights and responsibilities.

Change of Personal Details

It is the student's responsibility to notify Kevesther if there are changes to a student's name or address after enrolment. This is critical for receiving results of assessments and resultant qualifications.

Mobile Phones and Pagers

Kevesther focuses on equal access to learning opportunities for all students/trainees and prohibits behaviour that disrupts the learning of others, prevents staff from performing their duties, or interferes with the conduct of classroom operations.

Mobile phones and pagers should be turned off before entry into classrooms or any training/assessment environments unless prior arrangements has been made with the trainer or person in charge. Only in emergencies will permission be given for mobile phones or pagers to be left on in classrooms or any training/assessment environment. If permission is granted, students must leave the room to answer calls.

Drugs, Alcohol and Articles Considered Dangerous

Kevesther prohibits the use of illegal drugs, the consumption of alcohol, and the possession of prohibited or dangerous articles at any course being run by the organisation. The penalties for serious misconduct are exclusion from courses for a specified period of time at the discretion of the RTO Manager.

Assessments and Results

All students are entitled to sit for examination or assessment in conditions that are free of disruption from supervisors and other students. If a student engages in disorderly, offensive, or aggressive conduct towards the assessor or other students, they will be told to leave the assessment room/area and may be deemed 'not competent' in the assessment by Kevesther.

Cheating

A student shall not cheat or attempt to cheat in any assessment. A person, whether a student or not, shall not do anything intended to assist any other person sitting an assessment to cheat or otherwise defeat the purpose of the assessment. Where an assessor believes that a student is cheating, the student will be instantly informed of such but allowed to finish the assessment. The assessment supervisor will prepare a written report on the alleged cheating and attach the report to the student's assessment paper. The matter will then be referred to the RTO Manager for appropriate action.

Malpractice

Malpractice is where any action taken by a person gives that person, or another person, an unfair advantage, or disadvantages another person in any assessment situation, including an examination.

If a student engages in malpractice, such as copying, using unauthorised notes or aids, or exposing worked papers so that another student may copy them, they will be liable to disciplinary action. The penalties for malpractice in an assessment range from issuing a 'not competent' result in the subject being assessed, to exclusion from study for a specific period of time.

Misconduct

What is misconduct?

Misconduct of a student is any behaviour which:

- Disrupts the learning of others,
- Prevents staff members from performing their duties,
- Endangers the health and safety of staff or students, and/or

- Interferes with the conduct of Kevesther operations

The following examples of behaviour constitute misconduct if a student participates.

Vandalism and Theft

- Defaced equipment, furniture or fixtures on premises under the control of Kevesther,
- Stealing.

Safety and Hygiene

- Did not wear appropriate safety clothing or used safety equipment inappropriately,
- Refused to follow safety or hygiene regulations.

Failure to Comply with Directions

- Refused to obey emergency procedures,
- Smoked a cigarette in a non-smoking designated building or area,
- Refused to obey trainer/supervisor direction when given for safety of class,

Cheating and Plagiarism

- Cheating in an assessment/examination,
- Plagiarised another person's work.

Verbal Abuse

- Shouted at a member of staff or other person whilst under control of Kevesther,
- Used inappropriate or offensive language, signs, or body gestures,
- Used language to threaten a member of staff.

Physical Abuse

- Became involved in a physical argument,
- Became involved in a behaviour not appropriate to surroundings,
- Used physical threatening actions to intimidate or assault another student or staff member.

Alcohol and Drugs

- Drinking an alcoholic drink on premises under the control of Kevesther,
- Intoxicated and/or disorderly on premises under the control of Kevesther.

Weapons

- Carried a weapon on their person on premises under the control of Kevesther,
- Used an object as a weapon to threaten or intimidate another person on premises under the control of Kevesther.

Exposure and Decency

- Acting in a lewd way,
- Engaged in inappropriate sexual behaviour.

Misconduct is a disciplinary offence and includes but is not limited to:

- Wilfully obstructing or disrupting any meeting, activity, class, or assessment,
- Wilfully carrying out behaviour that may be detrimental to the health and safety of other students or staff,
- Any form of harassment, whether based on gender, race, age, sexual preference, religious belief, or culture,
- Wilfully damaging, or wrongfully dealing with property within premises under the control of Kevesther personnel,
- Assaulting or attempting to assault any person within Kevesther,
- Drunken and disorderly behaviour on premises under the control of Kevesther,
- Cheating and plagiarism,
- Making a false representation as to a matter affecting student status,
- Breach any rules relating to conduct of assessment,
- Any indictable offence which impinges on Kevesther operations,
- Possession of prohibited or dangerous articles, and/or
- Breaching Workplace Health & Safety responsibilities.

Disciplinary Action

Disciplinary action will be taken and a student may be penalised if they act in a way contrary to the student rights and responsibilities as set out in this Handbook. A student can appeal against certain penalties (refer to Complaint and Appeal Policy). A penalty may then be reduced, removed, or increased.

Consequences of Misconduct

If a student has acted in, or engaged in any misconduct:

1st Instance: A verbal warning will be issued and counselling will be provided to the student regarding

the repercussions of their actions. A record of this verbal warning and future actions/timelines will be documented, dated and signed by the person issuing the warning/counselling and also the student receiving the disciplinary action. This record will be placed in the student's file.

2nd Instance: A formal written warning will be issued to the student should the behaviour continue/be repeated and timeline for improvement actions remain unmet. This written warning will be dated and signed by the Managing Director, the person issuing the warning/counselling and also the student receiving the disciplinary action. This record will be placed in the student's file.

3rd Instance: The student will be advised of a time to attend a meeting with the Director and the person issuing the disciplinary action. The student will be provided with the reason for this disciplinary action in writing, and any comments the student makes in relation to the misconduct will be documented. A copy of this record shall be dated and signed by the Director, the person issuing the disciplinary action, and also the student receiving the disciplinary action. This record shall be placed in the student's file.

If a student has acted in, or engaged in any misconduct the following steps shall be taken:

- The student shall be immediately suspended for 24 hours from attendance at class.
- The supervisor/trainer shall advise the RTO Manager immediately and provide a written statement, which details the circumstance of the student suspension.
- The student will be advised of a time to attend a meeting with the person issuing the disciplinary action and the RTO Manager.

The student will be provided with the reason for this disciplinary action in writing, and any comments the student makes in relation to the misconduct, along with the disciplinary action taken as a result will be documented.

The student will be advised in relation to their right of appeal against certain penalties. The RTO Manager will give the student a reasonable opportunity to be heard in relation to the misconduct and may then either:

- Modify or dismiss the charge
- Reprimand and warn the student against repetition of the breach of discipline
- Suspend the student for a period not exceeding 14 days, which shall include any period of suspension.

Kevesther reserves the right to notify a student's employer where disciplinary action is involved.

