

Course accreditation terms and conditions

Valid from 1 May 2014



SECTION 1: TERMS

In this application the following definitions may apply:

- **ACWA** means the Australian Community Workers Association Incorporated.
- **ACWA Requirements** includes, but is not limited to:
 - ACWA Course and Campus Accreditation Requirements (for relevant course);
 - ACWA Fieldwork Placement Requirements (for relevant course);
 - ACWA Code of Ethics;
 - Any other requirements published by ACWA relating to the conduct of an accredited course.
- **Annual Course Registration** shall refer to the annual process by which an education provider seeks to maintain its accreditation status.
- **Applicant** means the education provider on whose behalf this application form is submitted, as identified in section 1.
- **Accredited Course** means a course which has been accredited by ACWA, in connection with a specified campus, as one which is designed to meet the training needs of the welfare and community worker profession.
- **Accreditation Time Limit** for an accredited course shall mean the period for which ACWA decides that the course is entitled to hold accredited course status in line with course accreditation guidelines and annual course registration.
- **Assessment** means the process by which students apply for assessment of their qualification from ACWA for the purpose of seeking membership of ACWA or for skilled migration.
- **Campus** shall mean the campus location identified in section 1.
- **Course** shall mean the course which is the subject of this application, as identified in section 1 and as taught at the campus.
- **Course Accreditation** is the status bestowed on a course that has applied for and met ACWA assessment criteria for course accreditation.
- **Course Coordinator** means the person employed by an education provider in relation to the conduct of an accredited course. The course coordinator may be the main contact person for ACWA course assessment staff.
- **Course Re-accreditation** shall refer to the process by which an education provider seeks to re-accredit the course following major changes.
- **Course Upgrade** shall refer to the process of applying for an upgrade of an accredited course from a previously approved Community Services Training Package (CSTP).
- **CSTP** shall refer to the Community Services Training Package.
- **Education Provider** includes a university, TAFE college and RTO.
- **Fieldwork Placement Coordinator** means a suitably qualified employee of an education provider who is employed to coordinate and supervise the fieldwork placement arrangements of students enrolled in an accredited course.
- **Guidelines for Course Accreditation** refers to the relevant 'ACWA Course and Campus Accreditation Requirements', as amended by ACWA from time to time.
- **Provisional Accreditation** shall mean a type of accreditation, which is less than course accreditation.
- **Statement of Accreditation** refers to the Statement of Accreditation document provided by ACWA to an education provider upon the granting of accredited course status.
- **Student** shall mean any person who has been enrolled in or has completed an accredited course.

SECTION 2: CONDITIONS

1. Obligations upon submitting an application

1.1 When these obligations apply

The obligations contained in this clause and its sub-clauses shall apply if an applicant submits an application and up to the point at which the applicant may receive accreditation.

1.2 General obligations

- (a) By submitting the application, the applicant is taken to have accepted the conditions contained in the application.
- (b) The applicant must comply with all ACWA requirements as exist at the time of submitting the application to ACWA.
- (c) The applicant shall pay the relevant non-refundable fee.
- (d) The Applicant must not hold itself out as conducting an accredited course, unless ACWA has provided such approval in writing.

1.3 Warranties

- (a) The applicant warrants that information provided as part of the application is true and correct.
- (b) The applicant agrees that ACWA may conduct any enquiries it considers relevant to confirm the accuracy of the information submitted by the applicant in this application.
- (c) The applicant agrees to provide all reasonable assistance to ACWA in undertaking a review of information submitted as part of the application.
- (d) The applicant acknowledges that ACWA retains the discretion not to confer accredited course status on the applicant.

2. Obligations if accredited course status is granted

2.1 When these obligations apply

The obligations contained in this clause and its sub-clauses shall apply if an applicant receives accreditation and for the duration of the accreditation.

2.2 General obligations

- (a) If the applicant receives accreditation for the course and for the duration, the applicant will:
 - (i) be taken to have accepted the conditions contained in this application;
 - (ii) comply with all ACWA requirements which are in effect at the time of receiving accreditation and which may be in effect for the duration;
 - (iii) pay any fee required by ACWA in relation to the processing of the application;
 - (iv) participate in the annual course registration;
 - (v) pay on an annual basis the annual course registration fee.

(viii) notify ACWA in writing within 14 days of becoming aware that it cannot comply with the obligations in the application or with any ACWA requirement.

(b) ACWA agrees to ensure that all ACWA requirements are published or otherwise notified to an accredited course provider including any variations, deletions or modifications of ACWA requirements.

2.3. Duration of course accreditation

- (a) An accredited course will maintain accreditation subject to annual registration and the payment of the annual course registration fee refer to in clause 2.4(a).
- (b) An annual registration fee will be payable annually on the anniversary of the date that the course was accredited.

2.4 Annual Course Registration

- (a) The applicant will be required to apply for annual course registration and pay the annual course registration fee upon each anniversary of the course to maintain accreditation. ACWA will notify the applicant before the anniversary of the fees payable.
- (b) If the applicant has not paid the annual course registration fee within 28 days of the anniversary of the course receiving accredited course status, ACWA may, in its absolute discretion, suspend the accredited course status and remove details from ACWA's website.

2.5 Course Re-accreditation

- (a) The applicant will be required to apply for course re-accreditation if the accredited course has undergone major changes including but not limited to, course re-structure, course name change etc.
- (b) The applicant will be required to pay the fee imposed by ACWA in respect of the new course accreditation.

2.6 Course Upgrade

- (a) If the applicant has received accredited course status in relation to a CSTP course which has been superseded and wants to upgrade to the current training package, it must participate in a course upgrade.
- (b) If the applicant applies for a course upgrade, it will agree to pay such fees as are imposed by ACWA in relation to such an application.

2.7 Applicant's obligations regarding the provision of information during accreditation

- (a) The applicant will be responsible for ensuring that information provided by the applicant in relation to accreditation is updated on an ongoing basis.
- (b) Where ACWA has requested updated information or amendments to information already provided by the applicant which relates to accreditation, the applicant will comply with ACWA's request within 14 days.

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(c) The applicant must not hold itself out as conducting an accredited course in circumstances where the applicant has not compiled with annual course registration or where accreditation has been suspended, revoked or downgraded to provisional accreditation.

2.8 Outsourcing of obligations

(a) If the applicant receives accreditation, it agrees that it will fulfil each of its obligations, as set out here, or any ACWA requirement, directly through its directors and employees and that it will not outsource any of the obligations without first obtaining the written approval of ACWA to enter into such an arrangement.

(b) If ACWA's approval for an outsourcing arrangement is granted, such approval will be for 3 months, or a specified duration as identified by ACWA.

2.9 Audit

(a) The applicant acknowledges that ACWA may conduct an audit of the applicant's arrangements relating to the accredited course and the accredited course's compliance with the obligations contained in the application, including but not limited to:

- (i) Compliance with ACWA requirements;
- (ii) fieldwork placements;
- (iii) fieldwork placement agreements;
- (iv) teaching staff qualifications; and
- (v) identification of student resources.

(b) ACWA will provide an applicant with at least 7 days notice of its intention to conduct an audit.

(c) The applicant will make available to ACWA's nominated auditors copies of all information requested by ACWA that relates to the conduct of the accredited course within 14 days of such a request being made.

(d) The applicant must nominate an authorised person and must ensure that the authorised person provides ACWA with written or verbal responses, as requested, to any question by the ACWA auditor.

(e) The applicant shall permit an officer or employee of ACWA to conduct an audit and to enter any of its business premises on any working day between the hours of 8.30 am and 6.00 pm for the purpose of inspecting records, copying records, holding discussions with the applicant's employees or holding discussions with the applicant's students during the course of such an audit.

2.10 Response to concerns

(a) The applicant agrees that ACWA can raise any concerns with them, in person or by telephone regarding any failures to comply with the obligations contained in the application or any other ACWA requirements as amended from time to time.

(b) The applicant agrees that they will respond in writing to any concerns raised by ACWA within 28 days of being notified of such concerns.

(c) ACWA may indicate by written notice that the applicant must rectify certain issues or problems.

(d) Where ACWA requires an issue to be rectified by the applicant, the applicant agrees to remedy the issue within 28 days of being notified of the issue or problem.

2.11 Referral of concerns to relevant authorities

(a) The applicant agrees that ACWA may, at its absolute discretion, refer concerns, issues or problems relating to accredited courses or courses with provisional accreditation to the applicable State or Federal agencies or authorities.

2.12 Indemnity

(a) The applicant hereby covenants to indemnify and to keep indemnified ACWA against any claim or proceeding that is made, threatened or commenced by any student or by the applicant and any liability, loss (including consequential loss), damage or expense (including legal costs on a full indemnity basis) that the applicant or ACWA suffers as a direct or indirect result of ACWA's decision not to grant the course or any course, accredited course status, any breach, or any allegation of a breach, by the applicant of the conditions of the application or ACWA requirements, the suspension or revocation of accredited course status or imposition of provisional accreditation status, or the assessment by ACWA of a student for membership of ACWA or for migration purposes.

(b) The applicant agrees to notify ACWA of any situation which may give rise to a claim to which the indemnity identified in point 2.12(a) relates.

2.13 Variations

(a) An applicant may request that the obligations contained in this application or any ACWA requirement may be varied.

(b) Such a request to vary the obligations contained in the application or any ACWA requirement must be made in writing to ACWA and must include any documents which would support the request to vary.

(c) ACWA reserves the right not to grant a request to vary made under 2.13(b).

2.14 Course Review and Grievance Procedure

(a) The course review and grievance procedure can be activated when an individual or group has reason to believe that an accredited course is in breach of ACWA requirements.

(b) An accredited course is required to ensure that students and staff are advised of the existence and specifics of a course review and grievance procedure through a notice on all noticeboards or intranet facilities used to convey messages about the accredited course.

(c) Complaints relating to a breach of ACWA requirements can be made by any student, staff member, ACWA member, welfare agency, educational institution or education coordinating body.

(d) Initial complaints may be made via email, letter, phone or in person.

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(e) Confidentiality of complaints will be maintained as far as possible; however complainants must provide their name, contact phone number and any other contact details to ensure appropriate follow-up. If these details are not provided ACWA may not proceed with the complaint.

(f) ACWA will respond to the complaint in the manner it sees fit and may determine in all the circumstances that no further action is warranted.

(g) ACWA may determine to appoint a person to investigate a complaint.

(h) If ACWA determines to investigate a complaint the original complainant may be asked to put the complaint in writing, and include any documentary evidence and references to witnesses or other support for the complaint, as well as any steps already taken to resolve the issues.

(i) If ACWA determines to investigate a complaint the person investigating the complaint will communicate formally with the course leader of the accredited course setting out the details of the complaint and requesting a response.

(j) Where ACWA determines that it is necessary to do so in relation to investigating the complaint, ACWA will:

(i) provide an applicant with at least 7 days notice of its intention to conduct an audit;

(ii) require the applicant to make available to ACWA's nominated auditors copies of all information requested by ACWA that relates to the complaint within 14 days of such a request being made;

(iii) require the applicant to permit an officer or employee of ACWA to conduct an audit to enter any of its business premises on any working day between the hours of 8.30 am and 6.00 pm for the purpose of inspecting records, copying records, holding discussions with the applicant's employees or holding discussions with the applicant's students during the course of such an audit.

(iv) require the applicant to nominate an authorised person;

(v) require the applicant to ensure that the authorised person provides ACWA with written or verbal responses, as requested, to any question by the ACWA auditor.

(k) Subject to the outcome of any investigation, ACWA will have the discretion to resolve an outcome. Such outcomes, may include

(i) A full audit of the accredited course;

(ii) the complaint is unwarranted and no action should be taken;

(iii) that a formal censure be issued to a party;

(iv) that the accredited course will have its accredited course status:

(A) downgraded to provisional accreditation;

(B) suspended; or

(C) revoked.

(l) Further information in relation to the imposition of provisional accreditation or the suspension or revocation of accredited course status can be obtained by contacting ACWA.

2.15 Responses to breaches of application obligations or ACWA requirements

(a) The applicant and education provider covenant and agree that a failure by the applicant to comply with the obligations contained in the application or with any ACWA requirement may result in ACWA, in its absolute discretion, taking any of the following steps:

(i) Requiring the applicant to rectify the identified breach in a manner proposed by ACWA within 28 days of receiving a written notice from ACWA;

(ii) Replacing the applicant's accredited course status with provisional accreditation status;

(iii) Suspending accredited course status and advising affected students of same;

(iv) Revoking accredited course status and advising affected Students of same; or

(v) Notifying State and Federal regulatory authorities of any breach of these terms and conditions or ACWA requirements.

(b) If an accredited course status is suspended or revoked, that course shall be deemed, unless determined otherwise by ACWA, to have ceased holding accredited course status and any students completing their course during the period of suspension or revocation will be held not to have completed their qualification at an accredited course.

2.16 Provisional Accreditation

(a) The provisional accreditation process allows a detailed and discretionary monitoring of courses and campuses for up to three months.

(b) A course with accredited course status may be downgraded to provisional accreditation following a resolution of the Education Committee (EC) in circumstances:

(i) Where there are unresolved non-compliance issues following the instigation of the course review and grievance procedure;

(ii) Where there have been significant changes to the staffing levels, student numbers or other aspects of the accredited course without the applicant having consulted ACWA about those changes prior to them occurring; or

(iii) In any other case in which ACWA does not consider that the accredited course is providing an appropriate standard of education for the students.

(c) If an applicant has its accredited course status downgraded to provisional accreditation, it will be notified by ACWA of this decision, including the date on which the downgrading of its status took effect.

(d) If an applicant has its accredited course status downgraded to provisional accreditation, it will have up to three months to show evidence of improvements sufficient to alleviate ACWA's concerns.

(e) If the education provider cannot show satisfactory evidence of improvement within three months, the Education Committee (EC) may resolve to suspend or revoke the education provider's accredited course status.

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2.17 Suspension and Revocation

Suspension

(i) ACWA may, at its absolute discretion, suspend its accreditation of a course offered by the applicant at any time in any of the following circumstances:

- Where ACWA has requested the provision of information relating to the accredited course and the applicant has failed to provide such information;
- Where ACWA has notified the applicant of issues which require improvement and the applicant has failed to rectify those issues;
- Where ACWA has determined that the applicant has failed to comply with its obligations in relation to conducting an approved course;
- Where the applicant has failed to submit an annual course registration application within 28 days of such an application falling due.
- Where an applicant fails to pay such fees as required by ACWA in relation to course accreditation and annual course registration within 28 days of such fees falling due;

(ii) If an applicant has its accredited course status suspended, it will be notified by ACWA of this decision, including the date on which the suspension took effect.

(iii) Notification of the suspension of accredited course status may, at ACWA's absolute discretion, be published.

Revocation

(i) ACWA may, at its absolute discretion, revoke the accreditation of a course offered by the applicant at any time in any of the following circumstances:

- Where an applicant has repeatedly engaged in conduct which, in ACWA's reasonable view, is in breach of the obligations contained in this application and/or ACWA requirements;
- Where an applicant has failed to remedy identified deficiencies during a period of suspension.

(ii) If an applicant has its accredited course status revoked, it will be notified by ACWA of this decision, including the date on which the revocation took effect.

(iii) Notification of the revocation of accredited course status may, at ACWA's absolute discretion, be published.

(iv) If accredited course status is revoked, a new application cannot be submitted by the education provider for a period of 12 months from the date of the revocation.