NATIONAL PARTNERSHIP AGREEMENT ON TRAINING PLACES FOR SINGLE AND TEENAGE PARENTS

Council of Australian Governments

An agreement between

n	the	Commonwealth	of	Australia	and
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n the States and Territories, being:

The State of New South Wales The State of Victoria The State of Queensland The State of Western Australia The State of South Australia The State of Tasmania The Australian Capital Territory The Northern Territory of Australia

This Agreement will help to improve the work readiness of single and teenage parents by supporting training that responds to parents' caring and local workforce needs.

National Partnership agreement on Training Places for Single and Teenage Parents

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This National Partnership agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA.

2. In entering this Agreement, the Commonwealth and the States and Territories recognise that they have a mutual interest in improving outcomes in vocational training and workforce participation of single and teenage parents and agree to work together to achieve those outcomes.

3. This Agreement will add to the capacity and responsiveness of State and Territory training systems to cater for single and teenage parents in receipt of Parenting Payment.

4. This Agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships agreed by the Parties. In particular, the Parties are committed to addressing the issue of social inclusion, including responding to Indigenous disadvantage (for example, the reform commitments provided in the National Indigenous Reform Agreement) and those commitments are embodied in the objectives and outcomes of this Agreement.

PART 1 - FORMALITIES

Parties to this Agreement

5. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States and Territories (the States).

Term of the Agreement

6. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire on 31 December 2015, or on completion of the project, including acceptance of final performance reporting and processing of final payments, unless terminated earlier or extended as agreed in writing by the Parties.

Enforceability of the Agreement

7. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Delegations

8. The relevant Commonwealth Minister with portfolio responsibility for vocational education and training is authorised to agree and amend Schedules, including Implementation Plans, to this Agreement and to certify that performance benchmarks specified under this Agreement have been achieved, so that payments may be made.

9. Respective State and Territory Ministers with portfolio responsibility for vocational education and training are authorised to agree and amend Schedules, including Implementation Plans, to this Agreement.

Interpretation

- 10. For the purposes of this Agreement:
 - (a) 'eligible parents' means parents in receipt of Parenting Payment Single or Parenting Payment Partnered that meet the requirements set out in Table 1 with associated access to training identified below:

Table 1: Parent eligibility

	Eligibility	Access						
	nting Payment Single (PPS) recipients who will	Guaranteed – must be able to access						
	npacted by the changes to Parenting Payment	training if the parent meets the course						
that	come into effect on 1 January 2013, specifically:	requirements.						
(a)	PPS recipients whose youngest child is 10 or 11							
	years on 31 December 2011 (i.e. will turn 11 or							
	12 during 2012) are eligible to commence							
	training under this measure in 2012 or 2013;							
(b)	PPS recipients whose youngest child is 10 on							
	31 December 2012 (i.e. will turn 11 during 2013)							
	are eligible to commence training under this							
	measure in 2013 or 2014;							
(c)	PPS recipients whose youngest child is 10 on							
	31 December 2013 (i.e. will turn 11 during 2014)							
	are eligible to commence training under this							
	measure in 2014 or 2015; and							
(d)	PPS recipients whose youngest child is 10 on							
	31 December 2014 (i.e. will turn 11 during 2015)							
	are eligible to commence training under this							
	measure in 2015.							

Recipients of Parenting Payment who are under 20 years of age, have a child under the age of 6 and do not have a year 12 or equivalent qualification (i.e. Senior Secondary Certificate of Education or a Certificate II or higher qualification) and live in one of the 10 locations of disadvantage: • Playford (SA); • Rockhampton (QLD); • Hume (VIC); • Burnie (TAS); • Bankstown (NSW); • Wyong (NSW); • Logan (QLD); • Kwinana (WA); • Greater Shepparton (VIC); and • Shellharbour (NSW).	Guaranteed – must be able to access training if the parent meets the course requirements.
PPS recipients with existing participation requirements as outlined in the Social Security Act 1991.	Can access training if places are available and it does not displace parents guaranteed training.
Recipients of PPS and Parenting Payment Partnered who are under 20 years of age.	Can access training if places are available and it does not displace parents guaranteed training.

- (b) 'Registered Training Organisations' mean organisations registered in the Commonwealth or a State to deliver government subsidised accredited vocational education and training courses and award accredited vocational education and training qualifications;
- (c) 'training' means accredited Certificate II to Advanced Diploma vocational training courses offered by Registered Training Organisations; and
- (d) 'guarantee' means access to a training place for eligible parents who are described in the Table 1 as having guaranteed access, and in accordance with the guarantee parameters agreed in the Policy and Procedures Schedule to this Agreement.

PART 2 - OBJECTIVE, OUTCOME AND OUTPUTS

Objective

11. The objective of this Agreement is improved job readiness of single and teenage parents in receipt of parenting payment through participating in training with a view to increasing their workforce participation.

Outcome

12. The outcome sought by this Agreement is improved vocational education and training opportunities for single and teenage parents in receipt of Parenting Payment, and particularly those affected by measures to increase workforce participation announced in the Commonwealth's 2011-12 Budget.

Outputs

13. The objective and outcome of this Agreement will be achieved by provision and take up of:

- (a) training places for referred eligible parents who are guaranteed access to training under this Agreement, where the eligible parent meets the course requirements (the guarantee); and
- (b) training places for referred eligible parents where the uptake of places by parents guaranteed access to training under this Agreement is less than the maximum that can be provided with funding under this Agreement.

where all training places, as far as possible, fit with the caring responsibilities of referred eligible parents and are located in reasonable proximity to the location of eligible parents or accessible through other means.

PART 3 - ROLES AND RESPONSIBILITIES OF EACH PARTY

14. To realise the objectives and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below and in any Schedules to this Agreement.

Role of the Commonwealth

- 15. The Commonwealth agrees to be accountable for the following roles and responsibilities:
 - (a) providing a financial contribution to the States to support the implementation of this Agreement;
 - (b) identifying parents eligible for training under this Agreement and providing evidence of eligibility to the Registered Training Organisation to which the eligible parent is referred;
 - (c) communicating with eligible parents about training opportunities provided under this Agreement as appropriate, which could include communication through the Department of Human Services, Job Services Australia, Disability Employment Services providers or any other relevant Commonwealth program;
 - (d) regular provision of referral data to the States;
 - (e) with the agreement of the Parties, adjusting communication strategies, where possible, to better match demand for training with the supply of training places where there is significant unmet demand or insufficient demand for training;
 - (f) through Job Services Australia and Disability Employment Services providers, Department of Human Services, and any other appropriate Commonwealth funded programs, referring eligible parents to Registered Training Organisations to undertake training that, as far as possible:
 - i. matches the skills, aptitude and experience of eligible parents to training opportunities offered by Registered Training Organisations;
 - ii. fits with the caring responsibilities of eligible parents, is located in reasonable proximity to the location of eligible parents or is accessible through other means and provides appropriate support to eligible parents; and
 - iii. responds to current and emerging local workforce demand;
 - (g) notifying the States of cases where eligible parents are confirmed as not being able to access training in accordance with the guarantee parameters agreed in the Policy and Procedures Schedule to the Agreement;

- (h) working with the States, Job Services Australia providers, Disability Employment Services providers, the Department of Human Services and other relevant Commonwealth funded programs to address any systemic issues in referral practices; and
- (i) monitoring and assessing performance in the delivery of services under this Agreement.

Role of the States and Territories

- 16. The States agree to be accountable for the following roles and responsibilities:
 - (a) providing matching contributions (financial and/or in-kind) which may include new funding, existing and/or redirected/reallocated funding that supports the implementation of this Agreement;
 - (b) developing Implementation Plans in consultation with the Commonwealth
 - (c) ensuring training is delivered in accordance with this Agreement and its Schedules, including sufficient training capacity to meet the guarantee that, as far as possible:
 - i. fits with the caring responsibilities of eligible parents;
 - ii. is located in reasonable proximity to the location of eligible parents or is accessible through other means;
 - iii. provides appropriate support to eligible parents; and
 - iv. provides priority access to training for eligible parents without displacing other equity groups;
 - (d) identifying and informing the Commonwealth of Registered Training Organisations which are offering places for eligible parents;
 - (e) implementing the policy for delivering the guarantee, including:
 - establishing a state-based review process for cases notified by the Commonwealth where eligible parents are not able to access training in accordance with the guarantee parameters agreed in the Policy and Procedures Schedule to the Agreement;
 - ii. working with Registered Training Organisations to resolve individual cases relating to confirmed reports of the guarantee not being met or where systemic issues have been identified; and
 - iii. reporting to the Commonwealth on cases which the State is unable to resolve through its review process.
 - (f) ensuring that fees do not provide a barrier to training by applying that State's concession rate, providing fee-free training or providing access to suitable loan arrangements for Diploma and Advanced Diploma courses for eligible parents; and
 - (g) reporting on the delivery of services as set out in Part 4 Performance Monitoring and Reporting.

Shared roles and responsibilities

- 17. The Commonwealth and the States share the following roles and responsibilities:
 - (a) using best endeavours to encourage Job Search Australia and Disability Employment Services providers and Department of Human Services and Registered Training Organisations to work together to find the most suitable training for eligible parents seeking training under this Agreement;
 - (b) participating in consultations as appropriate regarding the implementation of this Agreement;
 - (c) providing data and information relevant to the implementation and monitoring of this Agreement, noting that the Commonwealth can only supply data in accordance with the Privacy Act 1988 and relevant Information Privacy Principles and the States and Territories can only provide data in accordance with their relevant privacy obligations;
 - (d) developing the Schedule on the policy for delivering the guarantee and varying it as agreed between the Parties; and
 - (e) negotiating new or revised Schedules, including Implementation Plans, to this Agreement that will set out each State's strategy for delivering services in accordance with its roles and responsibilities, by 1 March 2012.

18. The Parties will meet the requirements of Schedule E, Clause 26 of the Intergovernmental Agreement on Federal Financial Relations, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under an Implementation Plan, and that the roles of both Parties will be acknowledged and recognised appropriately.

PART 4 - PERFORMANCE MONITORING AND REPORTING

19. Achievement of the objectives and outcomes in this Agreement will be informed with reference to the performance indicators in Table 2.

	Output	Performance indicator			
(a) (b)	guaranteed training places for single and teenage parents identified as having access to training under this Agreement where the eligible parent meets the course requirements; and training places for referred eligible parents - where the uptake of places by parents guaranteed access to training under this Agreement is less than that which can be provided with funding under this Agreement; and	 Number of cases which the State is unable to resolve through its review process under clause 16(e)(i) (State reporting obligation). Number of recorded referrals from Job Services Australia providers, Disability Employment Service providers, the Department of Human Services and any other relevant Commonwealth programs to Registered Training Organisations (Commonwealth reporting obligation). 			
with pare prox	re all training places as far as possible fit the caring responsibilities of eligible nts and are located in reasonable imity to the location of eligible parents or ssible through other means.				

Table 2: Performance indicators

Performance benchmarks

- 20. The States agree to meet the following performance benchmark for payment purposes:
 - (a) the number of unresolved cases (performance indicator 1) is less than 5 per cent of the number of referrals of parents eligible for a guaranteed training place (a subset of performance indicator 2).

Reporting arrangements

21. The States will report annually the number of cases which the State is unable to resolve through its review processes under clause 16(e)(i) since the last report. Reports will separate information for parents by the four eligibility categories listed in Table 1. Reports will be submitted to the Commonwealth by 30 April 2013, 20 April 2014 and 30 April 2015.

22. From 1 July 2012 the Commonwealth will report monthly to States the number of recorded referrals from Job Services Australia providers, Disability Employment Service providers, the Department of Human Services and any other relevant Commonwealth programs to Registered Training Organisations, by State. This information may be published on www.deewr.gov.au.

23. The States will prepare a final Program Report by 30 September 2015. The Program Report will be a stand-alone document that can be used for public information dissemination purposes regarding the Program. The final Program Report will describe the conduct, benefits and outcomes of the Program as a whole.

PART 5 - FINANCIAL ARRANGEMENTS

Financial contributions

24. The Commonwealth will provide a total financial contribution to the States of up to \$80 million in respect of this Agreement.

25. State contributions in accordance with clause 16 (a) will be detailed in the Implementation Plans.

26. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.

27. The Commonwealth's estimated financial contribution to the operation of this Agreement is shown in Table 3.

Table 3: Estimated financial contributions							
(\$ million)	2011-12	2012-13	2013-14	2014-15	Total		
National Partnership payment	6.67	20.0	26.7	26.7	80.0		

28. National Partnership payments to the States will be paid in accordance with Schedule D — Payment Arrangements of the Intergovernmental Agreement on Federal Financial Relations.

29. The first payment is to be made at the commencement of the Agreement in recognition of the establishment costs associated with this Agreement. Subsequent payments will be made annually subject to Commonwealth acceptance of reports, which will consider to what extent the guarantee was met. Where there were instances of the guarantee not being met, Clause 30 may apply. The Commonwealth will accept reports or request further information within four weeks of the receipt of the report.

Payment period	NSW	VIC	QLD	WA	SA	TAS	ACT	NT	Total
1. 1 January – 30 June 2012	2,128	1,583	1,427	640	558	192	61	75	6,666
2. 1 July 2012- 30 June 2013	6,390	4,747	4,283	1,922	1,670	575	186	227	20,000
3. 1 July 2013- 30 June 2014	8,520	6,330	5,711	2,563	2,227	766	248	303	26,667
4. 1 July 2014 - 30 June 2015	8,520	6,330	5,711	2,563	2,227	766	248	303	26,667
Total	25,558	18,990	17,132	7,688	6,682	2,299	743	908	80,000

Table 4: Estimated State allocations (\$,000)

Note: The distribution of funding across states reflects the distribution of eligible single and teenage parents in receipt of Parenting Payment as at July 2011.

30. Where confirmed reports of the guarantee not being met are five per cent or greater than the total referrals of parents eligible for a guaranteed place for a State for that period, the Commonwealth may withhold a corresponding portion of the payment for that payment period.

Financial risk

31. Notwithstanding the mid-term review of the Agreement, a State will not be required to pay a refund to the Commonwealth if the actual cost of training is less than the agreed estimated State funding allocation. Similarly, the States bear all risk should the costs of training exceed the agreed estimated State funding allocation. The Parties acknowledge that this arrangement provides the maximum incentive for States to deliver services effectively and efficiently.

PART 6 - GOVERNANCE ARRANGEMENTS

Dispute resolution

32. Any Party may give notice to other Parties of a dispute under this Agreement.

33. Officials of relevant Parties will attempt to resolve any dispute in the first instance.

34. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant Ministerial Council.

35. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

Review of the Agreement

36. The Agreement will be reviewed by 30 June 2013 including with regard to progress made by the Parties in the first year in delivering the outputs, take up of training by eligible parents and barriers to take up and the processes, procedures and policies developed to support the implementation of the Agreement. This would provide the opportunity for Parties to assess whether the Agreement is achieving its objectives and for Parties to request changes as a result of Review findings.

Evaluation

37. This National Partnership will be included in the overarching evaluation of the *Building Australia's Future Workforce* package that will be funded by the Commonwealth. The evaluation will:

- (a) assess the efficiency, effectiveness and appropriateness of the Agreement in making eligible parents job ready, including the proportion of those eligible who actually took up a place;
- (b) where possible, include consideration of the level of training undertaken, employment outcomes and where applicable, the impact of any additional support services provided;
- (c) be supported by all the Parties to this Agreement, who will make available relevant information necessary for the evaluation's completion; and
- (d) be completed by 31 October 2014.

Variation of the Agreement

38. The Agreement may be amended at any time by agreement in writing by all the Parties.

39. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

Signed for and on behalf of the Commonwealth of Australia by

The Horourable Julia Gillard MP Prime Minister of the Commonwealth of Australia February 2012

Signed for and on behalf of the State of New South Wales by

The Honourable Barry O'Farrell MP Premier of the State of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP Premier of the State of Queensland

[Day] [Month] [Year]

Signed for and on behalf of the State of South Australia by

The Honourable Jay Weatherill MP Premier of the State of South Australia

[Day] [Month] [Year]

Signed for and on behalf of the *Australian Capital Territory by*

Katy Gallagher MLA Chief Minister of the Australian Capital Territory [Day] [Month] [Year]

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Signed for and on behalf of the State of Victoria by

The Honourable Ted Baillieu MP Premier of the State of Victoria

[Day] [Month] [Year]

Signed for and on behalf of the State of Western Australia by

The Honourable Colin Barnett MŁA Premier of the State of Western Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Lara Giddings MP Premier of the State of Tasmania [Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Julia Gillard MP Prime Minister of the Commonwealth of Australia [Day] [Month] [Year]

Signed for and on behalf of the State of New South Wales by

OP

The Honourable Barry O'Farrell MP Premier of the State of New South Wales

3 January 2012

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP Premier of the State of Queensland [Day] [Month] [Year]

Signed for and on behalf of the State of South Australia by

The Honourable Jay Weatherill MP Premier of the State of South Australia [Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Katy Gallagher MLA Chief Minister of the Australian Capital Territory [Day] [Month] [Year] Signed for and on behalf of the State of Victoria by

The Honourable Ted Baillieu MP Premier of the State of Victoria [Day] [Month] [Year]

Signed for and on behalf of the State of Western Australia by

The Honourable Colin Barnett MLA Premier of the State of Western Australia [Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Lara Giddings MP Premier of the State of Tasmania [Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA Chief Minister of the Northern Territory of Australia [Day] [Month] [Year]

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Julia Gillard MP Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of New South Wales by

The Honourable Barry O'Farrell MP Premier of the State of New South Wales

[Day] [Month] [Year]

Signed for and on behalf the of State of Queensland by IMUU

The Honourable Anna Bligh MP Premier of the State of Queensland

[Day] [Month] [Year] 14-2 2012

Signed for and on behalf of the State of South Australia by

The Honourable Jay Weatherill MP Premier of the State of South Australia

[Day] [Month] [Year]

Signed for and on behalf of the Australian *Capital Territory by*

Katy Gallagher MLA Chief Minister of the Australian Capital Territory [Day] [Month] [Year] **Signed** for and on behalf of the State of Victoria by

The Honourable Ted Baillieu MP Premier of the State of Victoria

[Day] [Month] [Year]

Signed for and on behalf of the State of Western Australia by

The Honourable Colin Barnett MLA Premier of the State of Western Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Lara Giddings MP Premier of the State of Tasmania

[Day] [Month] [Year]

Signed for and on behalf of the *Northern Territory by*

The Honourable Paul Henderson MLA Chief Minister of the Northern Territory of Australia [Day] [Month] [Year]

National Partnership Agreement on Training Places for Single and Teenage Parents

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Julia Gillard MP Prime Minister of the Commonwealth of Australia

Date:

Signed for and on behalf of the State of New South Wales by

State of Victoria by

on

behalf

the

of

and

The Honourable Barry O'Farrell MP Premier of the State of New South Wales

Date:

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP Premier of the State of Queensland

Date:

Signed for and on behalf of the State of South Australia by

The Honourable Jay Weatherill MP Premier of the State of South Australia

Date:

Signed for and on behalf of the Australian Capital Territory by

Katy Gallagher MLA Chief Minister of the Australian Capital Territory

Date:

The Honourable Ted Baillieu MP Premier of the State of Victoria

Date:

Signed for

Signed for and on behalf of the State of Western Australia by

The Honourable Colin Barnett MLA Premier of the State of Western Australia

Date:

Signed for and on · behalf of the State of Taşmania by

The Honourable Lara Giddings MP Premier of the State of Tasm ania Date: 20

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA Chief Minister of the Northern Territory of Australia

Date:

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Julia Gillard MP Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of New South Wales by

The Honourable Barry O'Farrell MP Premier of the State of New South Wales [Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP Premier of the State of Queensland

[Day] [Month] [Year]

Signed for and on behalf of the State of South Australia by

The Honovtable Jay Weatherill MP Premier of the State of South Australia Date:

Signed for and on behalf of the Australian Capital Territory by

Katy Gallagher MLA Chief Minister of the Australian Capital Territory [Day] [Month] [Year] Signed for and on behalf of the State of Victoria by

The Honourable Ted Baillieu MP Premier of the State of Victoria [Day] [Month] [Year]

Signed for and on behalf of the State of Western Australia by

The Honourable Colin Barnett MLA Premier of the State of Western Australia [Day] [Month] [Year]

[Day] [Month] [real]

Signed for and on behalf of the State of Tasmania by

The Honourable Lara Giddings MP Premier of the State of Tasmania

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA Chief Minister of the Northern Territory of Australia [Day] [Month] [Year]

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Julia Gillard MP Prime Minister of the Commonwealth of Australia [Day] [Month] [Year]

[Day] [Monen] [real

Signed for and on behalf of the State of New South Wales by

The Honourable Barry O'Farrell MP Premier of the State of New South Wales

[Day] [Month] [Year]

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Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP Premier of the State of Queensland

[Day] [Month] [Year]

Signed for and on behalf of the State of South Australia by

The Honourable Jay Weatherill MP Premier of the State of South Australia

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Katy Gallagher MLA Chief Minister of the Australian Capital Territory [Day] [Month] [Year] Signed for and on behalf of the State of Victoria by

The Honourable Ted Baillieu MP

The Honourable Ted Baillieu MP Premer of the State of Victoria [Day] [Month] [Year] **9**•**3**

Signed for and on behalf of the State of Western Australia by

The Honourable Colin Barnett MLA Premier of the State of Western Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Lara Giddings MP Premier of the State of Tasmania

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA Chief Minister of the Northern Territory of Australia [Day] [Month] [Year]

Page D - i1

The Parties have confirmed their commitment to this Agreement as follows: **Signed** for and on behalf of the Commonwealth of Australia by

The Honourable Julia Gillard MP Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of New South Wales by

Signed for and on behalf of the State of Victoria by

 The Honourable Barry O'Farrell MP
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 Premier of the State of New South Wales
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 [Day] [Month] [Year]
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Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP Premier of the State of Queensland [Day] [Month] [Year]

Signed for and on behalf of the State of South Australia by

The Honourable Jay Weatherill MP Premier of the State of South Australia

[Day] [Month] [Year]

Signed for and on behalf of the *Australian Capital Territory by*

Katy Gallagher MLA

Chief Minister of the Australian Capital Territory [Day] [Month] [Year] The Honourable Ted Ballieu MP Premier of the State of Victoria [Day] [Month] [Year]

Signed for and on behalf of the State of Western Australia by



The Honourable Colin Barnett MLA Premier of the State of Western Australia [Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Lara Giddings MP Premier of the State of Tasmania

[Day] [Month] [Year]

Signed for and on behalf of the *Northern Territory by*

The Honourable Paul Henderson MLA Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

Page B - 11

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Julia Gillard MP Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of New South Wales by

The Honourable Barry O'Farrell MP Premier of the State of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP Premier of the State of Queensland

[Day] [Month] [Year]

Signed for and on behalf of the State of South Australia by

The Honourable Jay Weatherill MP Premier of the State of South Australia

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Laty Gally

Katy Gallagher MLA Chief Minister of the Australian Capital Territory

21 March 2012

Signed for and on behalf of the State of Victoria by

The Honourable Ted Baillieu MP Premier of the State of Victoria

[Day] [Month] [Year]

Signed for and on behalf of the State of Western Australia by

The Honourable Colin Barnett MLA Premier of the State of Western Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Lara Giddings MP Premier of the State of Tasmania [Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

POLICY AND PROCEDURES FOR DELIVERING THE GUARANTEE

The National Partnership Agreement on Training for Single and Teenage Parents (the Agreement) aims to improve the job readiness and workforce participation of single and teenage parents in receipt of parenting payment by providing them with opportunities to participate in training. The Agreement guarantees access to training places for two groups of single and teenage parents (the parent) on Parenting Payment.

This document sets out the policy and procedures for ensuring this guarantee is appropriately applied.

Guiding principles

In the interests of ensuring every eligible parent referred to guaranteed training under the Agreement can access that training, the key guiding principle is that issues with accessing a guaranteed place are resolved quickly and locally wherever possible.

Eligibility

Two groups of single and teenage parents have high priority access to the training made available through the Agreement:

- Parenting Payment Single (PPS) recipients who will be impacted by the changes to Parenting Payment that come into effect on 1 January 2013, specifically:
 - PPS recipients whose youngest child is 10 or 11 years on 31 December 2011 (i.e. will turn 11 or 12 during 2012) is eligible to commence training under this measure in 2012 or 2013;
 - PPS recipients whose youngest child is 10 on 31 December 2012 (i.e. will turn 11 during 2013) is eligible to commence training under this measure in 2013 or 2014;
 - PPS recipients whose youngest child is 10 on 31 December 2013 (i.e. will turn 11 during 2014) is eligible to commence training under this measure in 2014 or 2015; and
 - PPS recipient whose youngest child is 10 on 31 December 2014 (i.e. will turn 11 during 2015) is eligible to commence training under this measure in 2015.
- Recipients of Parenting Payment who are under 20 years of age, have a child under the age of 6 and do not have a year 12 or equivalent qualification and live in one of the 10 locations of disadvantage: Playford (SA); Rockhampton (QLD); Hume (VIC); Burnie (TAS); Bankstown (NSW); Wyong (NSW); Logan (QLD); Kwinana (WA); Greater Shepparton (VIC); and Shellharbour (NSW).

Parents that fall into these categories that are referred to training under the Agreement are guaranteed a training place. Other single and teenage parents on Parenting Payment may access training if places are available as per the eligibility criteria outlined in the Agreement. However access for these parents is not guaranteed and is not to displace parents with higher priority access.

Eligibility is determined by the referring agency at the point of the initial referral of a parent to a Registered Training Organisation (RTO). If a place is not immediately available and the person's eligibility changes while waiting to gain access to a place, the guarantee still applies as the eligibility established at the initial referral still stands.

Guarantee parameters

States are required to guarantee access to parents eligible for guaranteed training under the Agreement. This guarantee has the caveat that the parent must meet the course entry requirements. Furthermore, the Agreement requires all training places, as far as possible, to fit with the caring responsibilities of referred eligible parents and to be located in reasonable proximity to the location of eligible parents or accessible through other means.

The guarantee is taken as being met if a place in the course recommended by the JSA/DES provider is:

- immediately available and the parent is offered a place in that course;
- not immediately available, but a place will be made available in the next student intake;
- not available at the RTO to which the parent was referred, but is available at another RTO within
 reasonable proximity to the location of the parent and the parent is offered a place with that RTO;
- not available at the RTO to which the parent was referred, but is available at another RTO that
 offers the course through online or distance education and the parent is offered a place with that
 RTO;
- not available at the RTO to which the parent was referred or at any of the other RTOs within
 reasonable proximity to the location of the parent, but an alternative course is identified and
 agreed as a suitable alternative course by both the referring agency and parent for which a place is
 available immediately or in the next student intake and the parent is offered a place in that
 suitable alternative course;
- available but the parent does not meet the course entry requirements; or
- available but the parent rejects the offer.

Where the parent is referred to a recommended course and it fits the criteria outlined above but the parent is unable to enrol in the course due to their caring responsibilities, the guarantee is still considered to be met. RTOs are expected to work with the parent and referring agency to accommodate a parent's caring responsibilities as far as possible, including considering part time or alternative participation options and/ or learning support.

The guarantee is taken as NOT being met if in the first instance:

- if the parent meets the RTO's eligibility requirements for the course recommended by the referring agency; and
- a place is not immediately available; and
- a place will not be available in the next student intake; and
- a place in the course is not available with other RTOs within reasonable proximity of the parent or is not available by other means; and
- an alternative course is not able to be identified by RTOs in reasonable proximity of the parent or by a RTO delivering courses through other means and agreed as a suitable alternative course by the relevant referring agency and parent; or
- the student contribution to the place is more than the concession rate for that jurisdiction.

If the above criteria are met, the guarantee failure is to be reported by the referring agency to DEEWR. Upon confirming the eligibility of the parent to a guaranteed place, DEEWR will forward the report to the relevant state or territory government agency for investigation and corrective action.

Reasonable proximity to the location of the parent

Reasonable proximity to the location of the parent is taken to mean that the location of the course is within a commuting time of 60 minutes from the place of study to the parent's home (including the time to travel to and from child care) using their normal means of transport or delivered by other means such as online or distance education. This definition is consistent with the understanding of reasonable travel time used to determine suitable work for participation purposes under the *Social Security Act 1991* and will apply to most parents likely to be seeking training under the Agreement.

Courses accessible by other means

Courses not available at a RTO within reasonable proximity to the parent may be accessible through a RTO that offers courses online, through distance education or some other appropriate delivery method or arrangement.

Appropriate course

An appropriate course is one that the referring agency recommends for the parent on the basis of their assessment of the parent's skills, aptitude and experience as well as current and emerging local workforce demands. This referral is expected to be undertaken in consultation with the referring RTO in most instances.

The referring agency may also consider the parent's employment barriers, caring responsibilities, course costs, travel issues and whether the parent is likely to meet the course prerequisites in referring the parent to a particular course and RTO.

Roles and responsibilities

Referring agencies

Referring agencies are likely to be Job Services Australia (JSA) / Disability Employment Services (DES) providers for most parents. Teenage parents in the ten areas of disadvantage may also be referred to RTOs by the Department of Human Services. State agencies can refer to places if they also undertake the roles and responsibilities identified below and the relevant parent volunteers to have their eligibility assessed by them and thereby provide information relevant to that assessment.

Referring agencies' roles and responsibilities with respect to the Agreement include:

- identifying and liaising with RTOs within the region about course and place availability, course entry requirements and associated costs, which will assist in the resolution of issues at the local level without further escalation;
- identifying the parent's eligibility for training under the Agreement and if that eligibility is for a guaranteed training place, and if eligible, informing the parent of the guaranteed training places available under the Agreement;
- making an assessment of the parent's suitability for training under this measure in light of their participation requirements and barriers to employment, and if suitable, identifying appropriate course/s that match the parent's skills, aptitude and experience as well as respond to emerging local workforce demands;
- liaising with the RTO to ensure an appropriate referral; and
- referring the parent to the RTO and providing evidence where the eligible parent is guaranteed a place; and
- cooperating with any investigation of a guarantee failure.

If in liaising with the RTO, the RTO is unable to guarantee a place for the parent even though the parent is likely to meet the course prerequisites, the referring agency is to identify the reason for this and work with the RTO to resolve the issue or seek to refer the parent to other RTOs within reasonable proximity or that can offer the recommended course through alternate means.

In the event of a parent reporting back or the referring agency following up with a parent and identifying that the RTO was unable to enrol the parent, the referring agency is to liaise with the RTO and come to a resolution as quickly as possible. This may involve seeking enrolment in the next student intake for the course, considering other RTOs in reasonable proximity or a suitable alternative course. If resolution is not possible through these avenues, JSA or DES providers must advise their DEEWR contract manager of situations where training is not available for guaranteed parents in writing. In the ten areas of disadvantage, DHS should advise their Government Action Leader (GAL) of recurring incidents to include in their regular reports back to the Commonwealth.

Registered Training Organisations

RTOs roles and responsibilities with respect to guaranteed places are to:

- work with referring agencies in their region to ensure strong working relationships exist and:
 - o provide advice on appropriate courses for referral purposes; and
 - ensure up to date information is available on course availability, prerequisite requirements and associated costs, which will assist in the resolution of issues at the local level without further escalation;
- guarantee a place in the recommended course for the parent in the current student intake, or if not possible, in the next student intake;
- provide places that as far as possible fit with the caring responsibilities of the parent;
- •
- where a parent is not able to be enrolled in the recommended course, provide the reason to the parent and the relevant referring agency for refusing enrolment and work towards resolving the issue; and
- cooperate with any investigations of guarantee failures
- report on parents that access guaranteed places and guarantee failures as required by the state/territory government to support Agreement reporting obligations.

DEEWR

The role of DEEWR with respect to supporting the guarantee is:

- put in place arrangements for referring agencies to make referrals to training places under this Agreement that match the skills, aptitude and experience of the parent and emerging local workforce demands;
- on receipt of a report of a guarantee failure from a referring agency, confirm parent eligibility and refer to the relevant state or territory government for investigation;
- when states and territories inform DEEWR of cases that are not able to be resolved, determine if that case constitutes a confirmed report of the guarantee not being met for the purposes of the performance and funding arrangements under the Agreement; and
- report referrals monthly to state and territory governments.

State and territory governments

State and territory governments will undertake the following roles to support the achievement of the guarantee:

- ensure RTOs are aware of the obligations to guarantee a training place for some parents under the Agreement;
- ensure any policies, procedures and/or communication protocols necessary to ensure the smooth operation of guaranteed training places are developed which embed the principle of resolving the issue as quickly as possible to the satisfaction of the impacted parent;
- ensure RTOs are made aware of and implement the policies, procedures and/or communication protocols;
- proactively identify and investigate any potential trend in failures to deliver the guarantee and take corrective action;
- have a review mechanism through which reports of guarantee failures forwarded by DEEWR can be promptly investigated and take corrective action to ensure the parent receives the guaranteed training as quickly as possible; and
- inform DEEWR of any cases where resolution is not possible and the reasons.

Guarantee policy and procedures Flow chart

