

## A3: Malpractice Policy and Procedures

*This document defines what malpractice is and sets out the procedures for investigating suspected malpractice by both students and SMS staff.*

### Definition

1. Malpractice means any act, default or practice (whether deliberate or resulting from neglect or default) which is a breach of SMS or SQA assessment requirements including any act, default or practice which:
  - compromises, attempts to compromise or may compromise the process of assessment, the integrity of any SMS or SQA qualification or the validity of a result or certificate; and/or
  - damages the authority, reputation or credibility of SMS or SQA or any officer, employee or agent of SMS or SQA.
2. Student malpractice can include:
  - plagiarism (failure to acknowledge sources properly and/or the submission of another person's work as if it were the student's own)
  - collusion with others when an assessment must be completed by individual students
  - copying from another student (including using ICT to do so)
  - personation (pretending to be someone else)
  - inclusion of inappropriate, offensive, discriminatory or obscene material in assessment evidence
  - frivolous content (producing content that is unrelated to the assessment)
  - use or possession of unauthorised aids (including mobile phones, MP3 players, notes) during formal supervised examinations or assessments
  - inappropriate behaviour during an examination or assessment that causes disruption to others. This includes shouting and/or aggressive behaviour or language.
3. Centre malpractice or malpractice by SMS staff can be intentional and aim to give an unfair advantage or disadvantage in an examination or assessment (deliberate non-compliance); or can arise due to ignorance of SMS or SQA requirements, carelessness or neglect in applying requirements (maladministration). Examples of centre malpractice include:
  - misuse of assessments, including repeated re-assessment contrary to requirements, or inappropriate adjustments to assessment decisions
  - insecure storage of assessment instruments and marking guidance
  - failure to comply with requirements for accurate and safe retention of student evidence, assessment and internal verification records
  - failure to comply with SMS's procedures for managing and transferring accurate student data
  - excessive direction from assessors to students on how to meet required standards
  - deliberate falsification of records in order to claim certificates.

### Reporting and Investigation

4. All cases of malpractice (by students or SMS staff) will be investigated and acted upon. Students will be advised of this at the course induction and also when assessment procedures are discussed within class. This Malpractice Policy will be available to all students via the SMS website. All SMS staff will be familiar with the Malpractice Policy and will acknowledge their understanding of it by signing their annual contract.
5. Where students or staff suspect malpractice by:
  - Students; then the Course Leader and SMS Principal or the SQA Co-ordinator (as appropriate) should be informed immediately.

- Staff; then the Principal or SQA Co-ordinator should be informed immediately.
6. The Principal of SMS or SQA Co-ordinator will investigate all cases of suspected malpractice. This may be done by reviewing assessment evidence and records, seeking a second opinion from an internal verifier, or interviewing other students or members of staff.

### **Outcomes and Sanctions**

7. The Principal of SMS or SQA Co-ordinator will communicate the outcomes of investigations into suspected malpractice to the student or member of staff under investigation. This is most likely to be done in a face-to-face meeting, but it will be backed in writing (by email), within a seven-day period. Outcomes of investigations into suspected malpractice by students will also be communicated to the relevant Course Leader. Outcomes of investigation into suspected malpractice by SMS staff will also be communicated to the relevant Course Leader where applicable.
8. All suspected cases of malpractice (student and centre staff) will be reported, by the Principal or SQA Co-ordinator, to the SQA. The matter must also be reported to the police if the malpractice involves a criminal act.
9. Students involved in an investigation of malpractice (whether student or centre malpractice) will not receive any results for assessments in question until the investigation is complete, the outcome decided, and any appeal concluded.
10. If malpractice is proven, students will be asked to leave the course immediately, without being able to undertake any further assessments. No qualification will be awarded. No refund of fees will be given.
11. If malpractice by a member of staff is proven, this will be stated clearly in the written feedback from the investigation, and it will result in the immediate termination of their contract.

### **Appeals**

12. Students and staff will have the right to appeal any malpractice decision against them. This should be put in writing to the Principal within seven days of the malpractice decision being made. The appeal will be passed to the Scottish Massage Therapists Organisation (SMTO) or General Council for Massage Therapy (GCMT) for investigation. They will report back with their initial findings within three weeks (or otherwise as stated).
13. Where malpractice is investigated by SQA, decisions can be appealed. Centres have the right to appeal a decision where a case of reported malpractice by the centre has been confirmed through investigation by the SQA. Centres also have the right to appeal a decision in the case of suspected malpractice by a student reported by the centre to the SQA. Students have the right to appeal to SQA where:
  - The centre has conducted an investigation; the student disagrees with the outcome and has exhausted the centre's appeals process.
  - SQA has conducted an investigation and the student disagrees with the decision.

### **Record Retention**

14. Where an investigation of suspected malpractice is carried out, SMS will retain related records and documentation for 3 years. Records will include any work of the student and assessment or verification records relevant to the investigation. In an investigation involving a criminal prosecution or civil claim, records and documentation will be retained for 6 years after the case has been heard. In the case of an appeal to SQA against the outcome of a malpractice investigation, assessment records will be retained for 6 yrs.

## **A5: Data Management Policies and Procedures**

*This document sets out the data management responsibilities that SMS has in its role as a training provider and as an approved SQA centre, and the policies and procedures for meeting those responsibilities, including those relating to Data Protection.*

### **Collection of personal data**

1. SMS will collect necessary personal data from students in order to carry out the effective administration and delivery of its courses and enrolment of students, internally and with SQA.
2. Following successful registration, which means completion of the course application form and payment of the non-refundable deposit, students will be required to complete and sign a Student Contract (Appendix A5i), which collects the following personal data: name, home address, contact telephone number, date of birth, gender, email address, current occupation, Scottish Candidate Number and relevant qualifications. It will also ask for details of any relevant health issues, learning support needs, emergency contact details, the name they wish to appear on certificates awarded and the arrangements they will make for paying course fees. Copies of any relevant qualifications, insurance policies and first aid certificates held by students will be requested by SMS as required.
3. Student Contracts will be issued to all registered students prior to Weekend One so that they can be signed and completed on the first day of each course, or as soon after that weekend as possible.
4. Where a student does not know their Scottish Candidate Number (SCN) or does not already have one, it will be the responsibility of SMS and specifically the SQA Co-ordinator to communicate with the SQA to either determine it or register new candidates via SQA Connect. Students will be asked to inform SMS of whether this is required upon receipt of their Student Contract in order that the SQA Co-ordinator can do this in a timely manner.
5. The responsibility for issuing Student Contracts and ensuring they are completed as well as signed by SMS lies with the SMS Principal.
6. SMS will collect necessary personal data from its staff in order to carry out the effective administration and delivery of its courses, both internally and with the SQA. All staff will be required to complete and sign a SMS Staff Contract (Appendix 5ii), which collects the following personal data: name, address, contact telephone number, email address, emergency contact details, any relevant health issues and bank details for payment of fees. The Contract will also contain details of their relevant experience and qualifications, including First Aid, insurance policies and professional bodies memberships. Copies of relevant certificates will be collected by SMS as required.
7. The responsibility for issuing Staff Contracts and ensuring they are completed as well as signed by SMS lies with the SMS Principal.

### **Use of personal data**

8. Personal data will only be used by SMS for the purposes outlined in the Policy and Procedures Manual and in line with the data protection principles contained within this document (see paragraphs 32-34).
9. Particular care must be taken to ensure that:
  - any paper copies of class lists containing personal information are not accessible to other students or SMS staff who do not need to access them on course weekends
  - communications to groups of students via email make use of the 'blind copy' option to ensure that email addresses are not shared by SMS staff with students or other SMS staff.

### **Recording, storage and retention of personal data**

10. Students' personal data collected via the course application form and the Student Contract will be recorded and stored electronically in the Student Workbook for each course. Each student will have a unique student number made up from the location, course attended and the order in which they enrolled onto the course. The original Student Contracts will be scanned and retained electronically in the course electronic folder along with copies of any associated qualifications, insurance policies and first aid certificates that have been requested for an individual student. Original Student Contracts will be returned to the student for their own records. Course application forms will be shredded.
11. All staff contracts will be scanned and retained electronically in the Staff electronic folder. Original Staff Contracts will be returned to the staff member for their own records.
12. The accuracy of personal data will be checked periodically as required by SMS to ensure the effective administration of its courses and exchange of data with the SQA. Students and staff should inform SMS straight away of any changes to their personal details.
13. All student personal data will be retained for a period of seven years for the purposes of effective administration of its courses both internally and with the SQA, for any future communication between SMS and former students about qualifications, assessment outcomes and references, and for tax reasons.
14. Upon the completion of each course, files containing personal student data will be transferred to an electronic folder labelled according to the date on which that data will be destroyed.
15. All staff personal data will be retained as long as the staff member is working for SMS. When a staff member leaves, staff personal data will be retained for a period of seven years for the purposes of effective administration of its courses both internally and with the SQA, for any future communication between SMS and former students or staff about qualifications, assessment outcomes and references, and for tax reasons. The files containing personal staff data will be transferred to an electronic folder labelled according to the date on which that data will be destroyed.
16. Contact name, address and email address of both students and staff shall be retained indefinitely for the purposes of advertising, marketing and promoting SMS courses, where the staff member or student has indicated on their Contract that they give their permission for SMS to do so. A separate document containing this data will be created and stored electronically.
17. The responsibility for the inputting, retention and storage of personal data lies with the SMS Principal.

### **Collection of assessment data**

18. Assessment data refers to assessment records, internal verification records and students' records of achievement.
19. All assessment data will be collected according to the procedures contained within Part D: Assessment and Verification of the SMS Policy and Procedures Manual.

### **Use of assessment data**

20. Assessment data will only be used for the purposes outlined in the Policy and Procedures Manual and in line with the data protection principles contained within this document (see paragraphs 33-35).
21. In particular, assessment data relating to a particular student will be not be shared with other students by SMS staff.

### **Recording, storage, and retention of assessment data**

22. Assessment data for each student is contained with the Student Workbook for each course. A spreadsheet within the workbook will show the outcome of formal assessments required by the course for each student. The Assessment and IV schedule for each course will contain the details of the assessment processes: the name of the assessor; the location and the date of the assessment. It will contain details of the internal verification processes associated with those assessments: the name of the internal verifier; the location and date of the internal verification.
23. Student Workbooks and Assessment and IV Schedules for each course will be retained for a period of seven years for the purpose of effective communication between SMS and former students about qualifications, assessment outcomes and references. Upon completion of the course, they will be transferred to an electronic folder labelled according to the date on which that data will be destroyed.
24. All relevant candidate evidence that supports assessment outcomes will be retained and stored in accordance with the procedures set out in D1: Assessment Materials and Candidate Evidence.

### **Data Exchange and Submission**

25. SMS will not submit or share personal or assessment data obtained from the student or from the SQA with any third parties, with the exception of the SQA where the submission and exchange of data is necessary for the purposes of enrolment and certification of students working towards SQA HN Units.
26. SMS will only share personal or assessment data between staff members where it is necessary to do so in order to deliver and administer courses in line with the policies and procedures set out in this Manual.
27. The Student Contract contains a Data Exchange Agreement. By signing this, the student is agreeing to necessary data exchange between SMS staff, between SMS and the SQA and between SMS or the SQA and the student for the purposes outlined in paragraphs 24 and 25 of this document.
28. SMS will submit to the SQA personal data collected via the enrolment process as well as assessment data collected via the procedures outlined in Part D of this manual to ensure the smooth running of the registration and certification processes. The procedures for this can be found in document A6: SQA Procedures.

### **Data Cleansing**

29. It is necessary for the purposes of ensuring appropriate data retention that the process of data cleansing is carried out periodically.
30. Data cleansing will be carried out every year. Data which has been retained for the maximum period stated will be removed and destroyed.
31. Where students withdraw from a course, they will be asked if they wish for their contact details to be retained by SMS for advertising, marketing and promotion purposes. If they do so, their name, address and email address will be retained in line with the relevant procedures set out in this document. If they do not, then their Student Contract for that course will be destroyed and their personal data permanently removed from relevant Student Workbooks once the course is completed. A record of any payments they have made will be retained for tax reasons.
32. Where students withdraw from a course that is SQA accredited, SMS will inform the SQA in line with procedures set out in A6: SQA Procedures, paragraph 6.

## **Data Protection**

33. All personal and assessment data collected by SMS will be subject to the data protection principles set out in paragraphs 34 and 35 of this document, a summary of which is stated on both the Student Contract and Staff Contract.
34. SMS is registered with the Information Commissioner's Office (Registration No: Z1835341) and adheres to the Data Protection Acts 1998 and 2018 and current data protection regulations for the following tasks:
- staff administration
  - advertising, marketing and public relations
  - accounts and records
  - education
  - consultancy and advisory services
  - administration of student records
  - information and database administration.
35. When collecting personal data about students and staff, SMS agrees to apply the Data Protection Principles, that personal data should be:
- Processed fairly and lawfully
  - Obtained only for the purpose specified
  - Adequate, relevant and not excessive for the purposes required
  - Accurate and kept up-to-date
  - Not kept for longer than is necessary for the purposes required
  - Processed in accordance with the rights of data subjects under this act
  - Secured by means of appropriate technical and organizational measures to reduce its unauthorized or unlawful processing and use.

## **Data Security**

36. Scottish Massage School has taken measures to guard against unauthorised or unlawful processing of personal data and against accidental loss, destruction or damage.
37. All data is stored behind a locked door at the SMS office: 27 Craigs Avenue, Edinburgh, EH12 8HS. All electronic files are password protected. All paper files are stored in a locked cupboard. Current electronic files are backed up regularly and stored externally via external hard drive and cloud storage.
38. All SMS computers are protected via AVG virus protection software, which is annually renewed.
39. The SMS Principal is chiefly responsible for data security. Where data is shared between SMS staff for the purposes outlined in this Policy and Procedures Manual, it is the responsibility of those staff to ensure that the policy and procedures within this document are upheld and carried out. Failure to do so will result in termination of contract. SMS staff may not use data obtained through their employment by SMS for their own personal use or gain. SMS staff may not pass on or sell data obtained through their employment by SMS to third parties. SMS staff found to be doing either of these things will be in breach of the Data Protection Act 1998 and 2018 and will be reported to Police Scotland. Their contract of employment will be terminated with immediate effect.
40. Security breaches will be investigated and reported to relevant agencies as appropriate.

## C4: Complaints Policy and Procedures

*This document sets out the procedures that students should follow when they have complaints and grievances about the teaching or administration of SMS diploma courses.*

### Definition of terms

41. SMS welcomes feedback about its courses, both positive and negative. Feedback, including complaints, helps SMS to evaluate its diploma courses and performance as a complementary therapy training provider and to inform quality improvements.
42. Feedback is defined as comment or criticism which does not require individual feedback or reply to the person who made it. Methods of seeking informal and formal feedback are set out in document A4: Communications Policy.
43. When comment or critique does require individual feedback or reply to the person who made it, it is considered a 'complaint', and will typically concern situations in which students consider that SMS has:
  - done something wrong or made a mistake which had a negative impact upon them personally
  - failed to do something that was expected or required
  - not treated them fairly, equitably or with respect.
44. SMS makes a commitment to ensuring that all complaints are treated fairly, are thoroughly investigated and that communication about complaints is timely.
45. Where a student wishes to challenge the outcomes of formal assessments, this is considered an 'Appeal' and there are different procedures to follow, which are set out in Document D5: Appeal Policy and Procedures.

### Stage One – informal complaints

46. Students who wish to make a complaint, should speak to their Course Leader, or a Tutor or the SMS Principal as soon as possible about the matter, preferably in person at a course weekend.
47. The SMS staff member will try to fully resolve the matter to the student's satisfaction over the course of the day or weekend, or as soon thereafter as is possible.
48. The informal complaint will be recorded in the Weekend Feedback Report, along with the agreed resolution and action taken.

### Stage Two – formal complaint

49. Where students feel that their informal complaint has not been resolved satisfactorily, they may wish to make a formal complaint. They may wish to make formal complaint straight away if they do not want to speak informally about it.
50. Formal complaints must be made in writing to the SMS Principal within two days of the matter arising. Students should fully detail the nature of their complaint and name any people it concerns. Formal complaints can be made by letter or by email. Contact details for the SMS Principal are contained within the course handout.
51. Formal complaints received by the SMS Principal will be acknowledged in writing within two working days of receipt.
52. Formal complaints will be investigated by the SMS Principal and a written response communicated to the student within ten working days of the complaint being received. In the event that written responses cannot be made within this timeframe, the SMS Principal will contact the student to explain why, with a revised response date.

53. The student who has made the complaint may be asked to meet with the SMS Principal or other SMS staff member as appropriate to discuss their complaint as part of this investigation.
54. The written response will reaffirm the nature of the complaint, detail the nature and findings of the investigation into the complaint, and suggest ways of resolving the complaint as appropriate.

### **Stage 3 - appeals**

55. Should a student remain unsatisfied with the response they have received to a formal complaint following the Stage 2 procedures, they may wish to appeal. To do so, they should make the appeal in writing to the Chairperson, Scottish Massage Therapists Organisation, 27 Craigs Avenue, Edinburgh, EH12 8HS or by email to [info@scotmass.co.uk](mailto:info@scotmass.co.uk). Details of the complaint should be given, and the appeal should be made within thirty days of the complaint arising.
56. SMTO will acknowledge receipt of the appeal in writing within four working days of receipt.
57. The SMTO Chairperson will appoint a suitable member of its committee or an independent external person to investigate each appeal. That person may require copies of correspondence from the student that relate to stages one and two of the complaints process or for the student to meet with an appropriate representative to discuss their complaint before investigative work takes place. In the course of their investigation they will review the outcomes of stages one and two and meet with people involved as required in order to reach a conclusion and present their findings to the SMTO Chairperson.
58. The findings of the SMTO investigation will be communicated to the student and any other people involved within thirty working days of the appeal having been received by SMTO. In the event that SMTO is unable to comply with this deadline, the student will be contacted to explain why, with a revised response date.

### **Stage 4 - SQA**

59. Students on SQA qualifications also have the right to complain to the SQA awarding body. SQA will only consider a student's complaint if they have already gone through all previous stages of the SMS Complaints & Grievance Procedure and remain dissatisfied with the outcome, or the way in which SMS handled the complaint.
60. SQA will deal with complaints about:
  - assessment – in the broadest sense, including the conduct of, preparation for and environment for assessment
  - dissatisfaction with the way in which the centre handled a complaint.
61. SQA will not deal with complaints about:
  - appeals against assessment decisions (please use the Appeals Process)
  - complaints about the wider experience of being a student (e.g. support services, funding, facilities etc).
62. Further information about the SQA procedures for complaints can be found at the [SQA's Customer Complaints and Feedback web page](#).

### **Recording and reviewing complaints**

63. All informal complaints are recorded in the Weekend Feedback Reports. Correspondence from stage two, three and four complaints will be stored electronically in the relevant Course folder.
64. The issues arising from complaints and their resolutions will be discussed at staff meetings as appropriate and fed into the periodic reviews of the SMS Policy and Procedures Manual as well as the review of course content, as they arise.



## D5: Appeals Policy and Procedures

*This document describes the SMS appeals policy and the procedures that students should follow should they wish to appeal against assessment outcomes.*

65. Students have the right to appeal against assessment outcomes, if they feel they were not treated fairly during the process of assessment. This applies to all the assessment components of each diploma course (case study, essays, reports, formal examinations). Students are advised that there is an appeals process during their induction process, as described in C1: Student Application and Induction.
66. Where students do not meet the standards required to pass an assessment, they will be given detailed feedback about where they have gone wrong. In the case of case studies, essays and reports, they will be given an opportunity to revise or re-submit their work, whichever is most appropriate. In the case of mock examinations, individual feedback will be given by the Assessor in order that the student can better prepare for final examinations. In the case of final examinations, this will also happen in order that the student is prepared for any re-sit they may wish to take.
67. If the student does not agree with the assessment decision made, and wishes to appeal it, they must follow the steps set out below.

### **Informal Appeal – Stage 1**

68. For assessments which are carried out at course weekends, the student should initially raise any appeal directly with their Assessor, during the weekend. The Assessor should then inform the Course Leader, who together with student and Assessor will discuss the assessment outcome and endeavour to resolve the appeal and respond to the student, before the end of the weekend. A record will be made in the Weekend Feedback Report of the informal appeal, any actions required, and what the outcome was.
69. For assessments such as case studies, essays and reports, which are assessed remotely, the student should initially raise any appeal with their Course Leader, within two working days of receiving the assessment outcome. The Course Leader will liaise with the Assessor and the student to investigate the matter and endeavour to resolve the appeal and respond to the student, within five working days of receiving the appeal. The Course Leader will make a record of this by emailing the SMS Principal a report of the informal stage one appeal, any actions required, and what the outcome was.

### **Informal Appeal – Stage 2**

70. Should the student be dissatisfied with that response or not wish to approach their Assessor, they should raise the appeal by email with the Internal Verifier for their course within two working days of receiving the assessment outcome or the response to their stage one informal appeal. They will have been informed who the Internal Verifier is but can also contact the SMS Principal to find out.
71. The Internal Verifier will investigate the appeal, liaising with the Assessor, the Course Leader and student to do so, and endeavour to resolve the appeal and respond to the student in writing within five working days of receiving the appeal. The Internal Verifier will make a record of this by emailing the SMS Principal a report of the informal stage two appeal, any actions required, and what the outcome was.

### **Formal Appeal**

72. If a student is dissatisfied with the outcome of both stages of the informal appeals process, they should make a formal appeal in writing (preferably by email) to the SMS Principal

([info@scottishmassage.co.uk](mailto:info@scottishmassage.co.uk)), within two working days of receiving the response from the Internal Verifier. Where the SMS Principal has been the Internal Verifier, the formal appeal will be passed on to an Internal Verifier who has not been involved in the teaching or assessment of the course in question.

73. The SMS Principal (or second Internal Verifier) will acknowledge receipt of the formal appeal by email within two working days of receipt. They will investigate the appeal liaising with the Internal Verifier, the Assessor, the Course Leader and student to do so, and respond to the student within ten working days, in writing, with a final decision and explanation of how they have reached that decision. Copies will be kept of all correspondence.

74. There is no further right of appeal once the formal appeal process has been followed.

### **SQA**

75. SMS diploma course may incorporate SQA HN Units which students may have chosen to be enrolled on. Student should understand that HN Units are non-regulated qualifications, which means that they have no right of appeal with SQA against SMS internal assessment decisions. The final decision rests with SMS. SQA will not accept internal assessment appeals.

### **Retention of records**

76. Records of informal and formal appeals will be kept with the candidate evidence of the student concerned, in line with the requirements for the retention of candidate evidence. Candidate evidence should be retained until any live appeal has concluded.