



Quality Policy Manual

This Quality Policy Manual is approved by:

Name of responsible person: Graham Ward

Designation of responsible person: Managing Director

Signed: Electronically Date of approval: 25 / 02 / 2018

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1. INTERNAL QUALITY ASSURANCE POLICIES (AeL)

1.1. Who should read this document

This document is intended for the use and reading of the following individuals associated with AeL:

- AeL staff members;
- Learners;
- Independent contractors to AeL;
 - Tutors;
 - Assessors;
 - Internal verifiers;
 - Programme developers; and
 - Employers

1.2. Location and operations of AeL

Advanced E Learning (Ltd) is a limited company based in the United Kingdom.

- The physical address of AeL is:

11a Hurd Street
Newton Park
Port Elizabeth
6055
South Africa

- The contact number of AeL is:
+27 82707 4287
- General electronic mail can be sent to:
support@advancedelearning.org

1.3. Vision and mission statement

The following vision and mission statements are carried out and lived by AeL:

Mission statement

To be the preferred Further Education training provider in the United Kingdom.

Vision statement

To delight, enlighten and enthuse all our Learners.

In order to ensure consistency and quality of programme / qualification delivery, AeL shall apply the following policies:

1.4. Programme design

The design of learning materials to assist Learners in their paths to certification by a relevant quality assuring body, shall be to:

- Follow the outcomes of a unit;
- Follow the assessment criteria of a unit;
- Provide relevant content to the topics / units being covered;
- Endeavour to provide a rich, value-added learning experience.

1.5. Programme delivery

AeL provides training and education via the following methods:

- Face-to-face;
- Blended (combination of face-to-face and e learning)
- E learning, through an online learning portal.

1.6. Band of training

AeL trains Learners falling within the following bands:

- 16 and upward age group;
- Further Education levels 2 - 7

1.7. Training types

AeL certifies Learners in the following:

- Single units;

- Awards (cluster of units)
- Certificates;
- Diplomas;
- Non-credit bearing certificates

1.8. Independent contractors (IC's)

AeL shall from time to time make use of IC's to perform various functions of the training and development offered by AeL. IC's are categorised as mentioned in point 1.1 above. IC's will:

- Have to sign an Independent Contractor's agreement (see Annexure A), which will specify:
 - The terms of the agreement, between the IC and AeL;
 - Rates of pay for products/services received from the IC; and
 - Required to sign a code of conduct.

1.8.1. See Annexure A – Independent Contractor's Agreement

1.9. Key Role Players

The following key role players are required for the necessary quality assurance of learning programmes offered by AeL:

- **Tutors:** provide the necessary support to Learners in the form of understanding the content of each unit. In order for a Tutor to perform their function, they should:
 - Be suitably qualified in the subject matter being tutored;
 - Must be approved by AeL quality personnel to tutor Learners enrolled onto training programmes;
 - Have a minimum of 3 years industry related experience in the field they are tutoring;
 - Be willing to assist Learners in their understanding through the methods of delivery deemed appropriate for the unit, award, certificate, diploma or qualification being attained;
 - Be fluent in the selected language of delivery.

- **Assessors:** are required to assess, both practical and theoretical evidence provided by the Learner. Assessors must:
 - Be approved by AeL quality personnel to assess Learners enrolled onto training programmes;
 - Behave ethically and in accordance with the code of conduct as set out in this Quality Policy Manual;
 - Be qualified to one level above the level the Learner is being assessed;
 - Have a minimum of 3 years relative industry experience;
 - Suitably prepare Learners for the assessment, via a pre-assessment meeting;
 - Interact and cooperate with Internal Verifiers;
 - Ensure that all evidence is authentic, relevant, practical and sufficient to show competency; and
 - Give timeous feedback (recommendations) to Learners and AeL on assessments undertaken.

- **Verifiers:** are required to verify that Learner assessments have been conducted in a fair manner. Verifiers must:
 - Be approved by AeL quality personnel to verify Learners enrolled onto training programmes;
 - Behave ethically and in accordance with the code of conduct as set out in this Quality Policy Manual;
 - Be qualified to one level above the level the Learner is being assessed;
 - Have a minimum of 3 years relative industry experience;
 - Interact with quality assuring bodies, Assessors and Tutors, thereby ensuring best practice methods are recommended and used by AeL;
 - Ensure the assessment process is carried out according to this Quality Policy Manual;
 - Ensure that the sampling of Learners for verification are in accordance with this Quality Policy Manual – dependent on the quality assuring body of a batch of Learners;
 - Ensure that, the outcome of the assessments, should they be assessed by another Assessor, would be the same as the original assessments;

- Ensure communications and feedback (recommendations) to the Assessor and AeL are provided in a timeously manner; and
- Where required, participate in the appeals process which may be utilised by Learners.

1.10. Learner Assessment policy

In accordance with best practice, Learner assessments will follow the following principles, and be in accordance with the relevant quality assuring body:

- Shall be fair;
- Shall be valid;
- Reliable; and
- Practical.

The objective of any assessment process is to collect sufficient evidence to prove that a Learner is competent in the respective unit or outcomes being assessed. AeL shall provide Learners with formative assessments which are designed to ensure that the Learner is adequately prepared for the final assessment.

1.11. AeL Online

AeL Online is a web based portal situated at <http://advancedelearning.org> AeL Online is an interactive site designed to enrich the learning experience for Learners choosing to study from home or at their own pace. The system has the following features:

- Unique username and password provides security and user authenticity;
- Learner's "footprint" is recorded as to the Learners movements (utilising resources) through AeL online, which includes:
 - Induction session;
 - Tutor sessions;
 - Feedback to management as to Learner's experience; and
 - Learner interaction with AeL Online resources.
- Learning resources available to Learners on AeL Online, include:
 - E learning guides,
 - E PowerPoint presentations;

- Tutor video sessions;
- Live via Skype Tutor sessions may be diarised for Tutor interaction and guidance;
- Video case studies; and
- Formative self-assessment multiple choice questions with automatic answers;
- Learners are required to submit assignments for assessment on a unit level;
- Journey plans and session plans are constantly updated and available for Learners to track their progress; and
- Appeals may be made through AeL Online.
- Assessor access and notification allow for speedy assessments:
 - Assessors are able to scan and upload feedback to the Learner.
- Verifiers are able access evidence from AeL for verification purposes:
 - Verifiers are able to easily implement sampling strategies; and
 - Feedback and verification reports are uploaded onto AeL.
- Employers are given access to AeL Online so that they can track the progress of Learners.

1.12. Storage of Learner records

It is the policy of AeL to make use of electronic storage, onto the Learning Portal, of the following documents:

- Learner formative and assessment results;
- Assessor markings and mark sheets;
- Independent Contractor agreements; and
- Other documents relating to the day-to-day running of the organisation.

All Learner records shall be confidential and only through the authorisation of senior management shall the records of a Learner be released.

Employers shall have the right to track and follow the progress of Learners through their learning journey.

1.13. Electronic mail

Electronic mail (e mail) shall be deemed as authentic evidence of submission, if received from an e mail address of the desired recipient. Instances of this may include:

- Learners e mailing assignments for assessment;
- Assessors providing feedback to Learners for assignments;
- Acceptance by third parties for agreements, prices and quotations.

1.14. AeL staff performance and development

It is the policy of AeL to develop staff members and where applicable IC's in order that they may function better in their responsibilities with AeL. Performance targets (Key Performance Indicators) may be set for staff and IC's in order that these may be measured and areas of development or improvement, or in some cases discipline, may be actioned. Some of these areas may include (but not exclusively):

- Sales targets;
- Facilitation performance; and
- Administrative performance.

1.15. Adherence to quality assuring bodies

AeL is committed to ensuring that quality education and training is at the core of the organisations policies and delivery. AeL shall thus endeavour to ensure that quality standards set by various quality assuring bodies, with which AeL is associated, are maintained and in line with such bodies. Of particular interest to AeL are the following areas:

- Assessment strategies and procedures;
- Internal verification policies and strategies;
- The development and delivery of training and instruction; and
- Other policies which may be communicated by quality assuring bodies to AeL from time to time.

1.16. Certification policy

AeL shall only award certificates where training is conducted outside the quality assurance bodies, such as for a short course in industry related training.

Where a quality assuring body shall quality assure a certificate for a unit, award, diploma or qualification, AeL shall NOT produce certificates, but instead wait for the quality assuring body to externally verify the Learner evidence and thereafter issue a certificate to the Learner.

1.17. Employer policy

Where AeL is selected as the training provider by an Employer, AeL shall ensure that a Service Level Agreement (specified at the time) is in place to ensure:

- The Learning environment provided by the Employer is acceptable;
- Pricing and delivery terms and conditions are agreed to;
- The necessary support required of the Learner, to be provided by the Employer is stipulated and can be measured; and
- The agreed dates and times for training are agreed upon.

1.18. Learner support

Learner support in the achievement of awards, certificates, diplomas and qualifications is of paramount importance to AeL. All staff and resources shall be geared towards the satisfaction of this policy. Learner support (not exclusively) shall endeavour to ensure Learners:

- Are aware of their rights;
- Are aware of this Quality Policy Manual;
- Are aware of how they will achieve success in their learning path;
- Are able to request reasonable adjustments where necessary;
- Are able to offer suggestions for improvement of their learning experience;
- Are fully aware of the consequences around the topics such as plagiarism, cheating, malpractice or disruption of other Learners; and
- Ensure that Learners are aware of their right to appeal assessment decisions and/or where they are suspected of malpractice.

1.19. AeL Management meetings

It is the policy of AeL to conduct at least two (2) management meetings per annum to discuss and improve upon the following issues:

- The relevance and currency of the policies contained in this Quality Policy Manual;
- Learners, staff, assessors and verifiers feedback as to the policies and processes followed by this Quality Policy Manual;
- Market trends, which includes feedback from employers; and
- Recommendations and findings of the relevant quality assuring bodies, as to the processes and policies of AeL;

It is essential that the minutes of the management meetings are signed off by the Managing Director and stored on AeL Online for future reference. Any action required as a result of the minutes should be prioritised.

2. ASSESSMENT AND VERIFICATION POLICIES

The objective of any assessment process is to collect sufficient evidence to prove that a candidate is competent in the respective qualification being assessed. AeL will follow the following assessment policies:

- Principles of fairness, validity, reliability, sufficiency, currency and practicality;
- Standards required in terms of the quality assuring bodies, with respect to units, awards, certificates, diplomas and qualifications;
- Assessors are properly qualified to undertake assessments; and
- Moderation through internal and external verifiers.

Formative Assessment – refers to assessment that takes place during the process of learning and teaching. Formative assessments take place throughout the learning programme, so that when the Learner is ready, the Learner is able to provide conclusive evidence of competency.

- Learner strengths and weaknesses are analysed and feedback is provided to Learners on their progress in order to assist both the Learner and Assessor when planning future learning or assessments.

The following “rules” of assessment shall apply to the assessment of Learners:

- **Validity of Evidence** – “What does the evidence provided by the Learner tell me about the Learner’s performance?”
- **Authenticity of Evidence** – “How does the Assessor know the evidence provided by the Learner was produced by the Learner?”
- **Currency** – “Does the evidence, at the time of the assessment, demonstrate the competency of the Learner?”
- **Sufficiency** – “Is there enough evidence to show competency?”

In order to conduct the assessment, the Assessor must select the most appropriate, effective and cost-effective method/instrument. Below are a variety of instruments available for use:

Instrument	Observation	Product Evaluation	Questioning: Written / Oral
Alternative response questions			X
Reason questions		X	X
Assignments		X	X
Aural / Oral test			X
Case studies		X	X
Completion questions			X
Exams / tests		X	X
Extended response questions			X
Grid questions			X
Log books		X	X

Personal interviews	X		X
Practical exercises / demonstrations	X	X	
Portfolios		X	X
Projects	X	X	X
Questionnaires		X	X
Role plays	X		X
Restricted response questions			X
Simulations			X
Short answer questions			X
Structured questions			X

- **Assessor's Responsibilities typically include**
 - Ensure the right environment for assessment;
 - Ensure the Learner is relaxed, by briefly talking about unrelated issues;
 - Allow Learners to settle and become comfortable with the environment;
 - Advise Learners of the time allowed and other instructions;
 - Welcome questions from the Learner;
 - Inform Learners of their right to appeal the assessment decision; and
 - Ensure time, documentation and quality requirements are adhered to.
- **Assessor's Responsibilities when compiling the Learner's portfolio**
 - Document receipt of the portfolio;
 - Check that the portfolio is complete;
 - Match the evidence within the portfolio with the relevant assessment evaluation document;
 - Assess the portfolio according to good evidence principles (valid; authentic; sufficient; current).

- Complete the feedback within the evaluation document;
- Complete the assessment evaluation document and assessment report;
- Provide timely oral; electronic; post or personal feedback to the candidate;
- Provide the candidate with a copy of the evaluation document and assessment report;
- Provide the candidate with information on areas for improvement in the case of a “referral”; and
- Advise candidates of their right to appeal

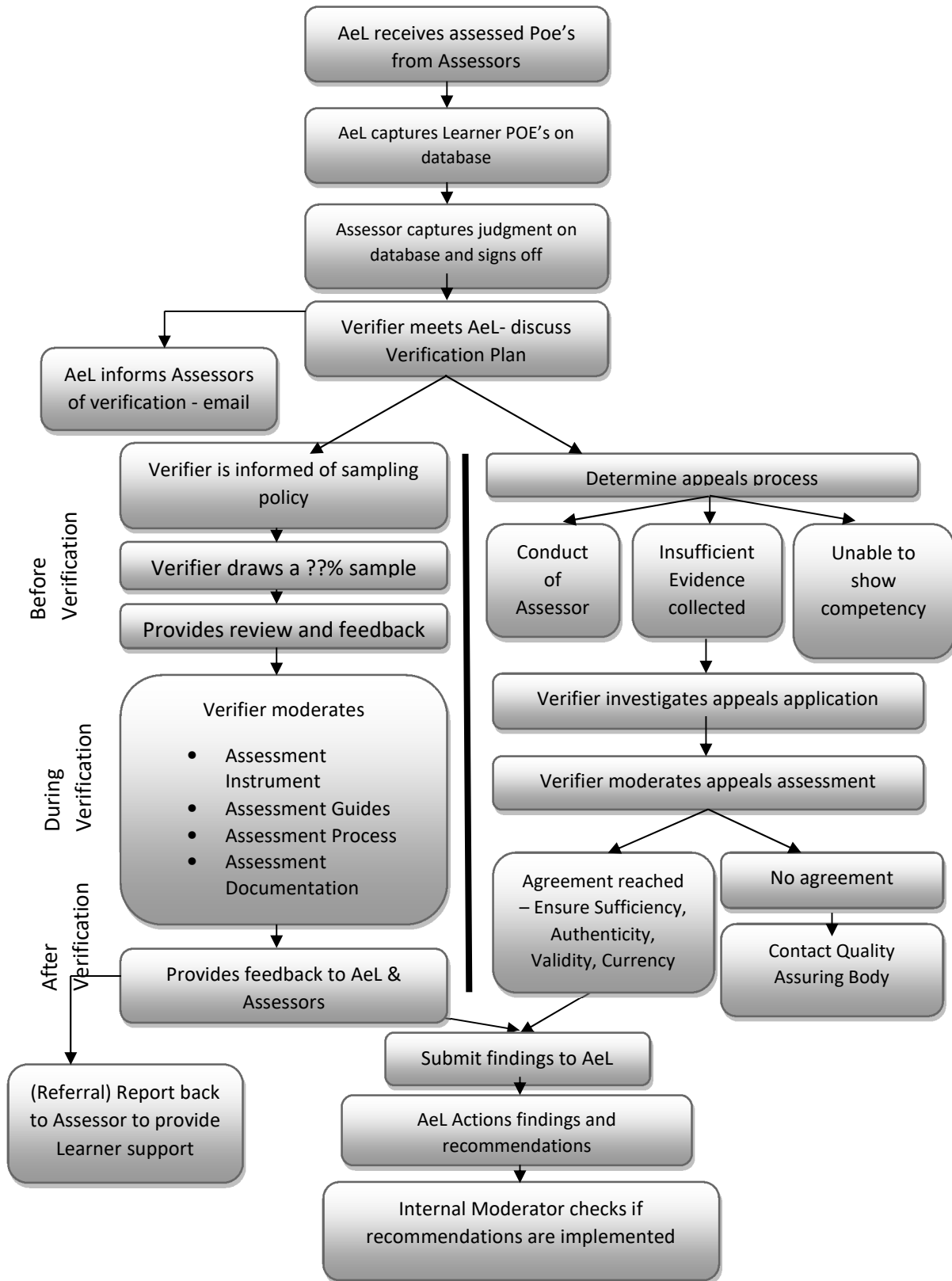
2.1. Internal verifications

AeL shall perform internal verifications in accordance with the policy of quality assuring body. Internal verifications may NOT be undertaken by the Assessor who conducted the Learner assessment. The two must be kept independent.

An internal verifier shall be appointed by AeL for the purposes of ensuring that:

- The sample taken, shall be in accordance with the quality assuring bodies specifications;
- The assessment process was followed in accordance with the policies of AeL;
- The assessment judgements were fair and that sufficient evidence was gathered by the assessor to validate the assessment judgement made; and
- Feedback is given to AeL as to any recommendations in order to uphold the assessment decisions and/or for future improvement for AeL to consider.

2.1.1. Internal Verification Process



The sample of Learners drawn by the Internal Verifier, shall be in accordance with the Quality Assuring Bodies stipulation. The sample should also make consideration of the following (CAMERA):

- **Candidates** – that is the gender of the Learner, whether they are employed or not etc.;
- **Assessors** – consideration should be given as to the Assessor/s involved in the sample. The less experienced the Assessor, the higher the risk of incorrect assessments having taken place;
- **Methods** – of assessment refers to the instruments used for the assessments;
- **Evidence** – whether the evidence presented by the Learner is sufficient, valid, authentic etc.;
- **Records** – that all documentation has been completed, including written feedback to the Learner as to the judgement;
- **Assessment locations** – as to whether the assessments were located at the main centre, or whether the assessments may have been carried out at the Learner's place of work.

3. EQUALITY AND DIVERSITY POLICY

It is the policy of AeL to be committed to equality and diversity of Learner interacting and participating in training programmes offered by this organisation. No Learner or staff member shall be discriminated on the grounds of their religion, race, gender, creed or any other discriminatory measure, whatsoever.

In order to meet our commitment we will:

- Develop and offer qualifications and assessments that are based only on occupational, technical, professional or statutory requirements and do not unnecessarily discriminate against anyone on the basis of the particular characteristics mentioned in this policy;

- Ensure equality principles are embedded in the development process and training of internal staff and consultants will consult with relevant individuals and organisations to ensure there are no unnecessary barriers to achieving certification;
- Periodically review all training materials and methods to ensure that they comply with our equality policy;
- Facilitate access to assessment by having in place clear arrangements for making reasonable adjustments in relation to our training methods. These will reflect the needs of individual Learners and ensure the assessment remains valid, reliable and consistent and are acceptable to the relevant quality assuring body;
- Ensure our Learners and staff are familiar with and have access to our equality policy; and
- Ensure our Learners are aware of their rights within our organisation and their right to appeal any assessments or injustice.

In order to put this policy into practice, we will:

- Make it available to all staff, consultants and Learners;
- Where appropriate, organise development activities for staff and Learners;
- Refer explicitly to the aims of this policy when we develop and review our learning material and methods;
- Continually seek to improve this policy.

4. REASONABLE ADJUSTMENTS POLICY

It is the policy of AeL to offer reasonable support to Learners who may have specific learning needs to disabilities, in the completion of their learning programmes or qualifications. The needs of each Learner will be considered individually and the cost implications and practicability for each case shall be decided upon at the time of request.

In considering the individual needs of Learners the following guidelines shall be adhered to:

- Assessments shall not be made any easier;
- Learners shall not be given any unfair advantages over other Learners;
- Assessment evidence gathered shall be of an auditable nature;
- Assessment should reflect the normal manner in which the Learner would work; and
- Assessments should provide a realistic reflection to an employer as to the abilities of the Learner.

Examples of adjustments which may be made for Learners with special needs may be:

- Allowing Learners extra time to show competency;
- Adapting learning materials, for example providing materials in Braille;
- Adjusting the assessment type, such as voice or video recording;
- Providing Facilitators during assessments, for example a sign language interpreter; and
- Providing a separate room and/or support aids.

The accrediting body, such as ILM or City & Guilds shall be informed of the special needs of any candidates and the adjustments to be made. Exceptions to this are:

- Using a signer, reader or writer;
- Allowing extra time to complete an assessment;
- Using coloured overlays, mechanical or electronic aids; and
- Providing documentation with large print, Braille or similar.

All evidence provided shall be reliable, sufficient and valid when passed across to the relevant accrediting body.

5. DATA PROTECTION POLICY

AeL defines data into two categories:

5.1 Personal data

Personal data is data that relates to a living individual (data subject) who can be identified from those data or other information which is already in the possession of or is likely to come into the possession of the data or other information. It also includes any expression of opinion about the data subject and any indications of the intentions of the data controller that can be held electronically or in hard copy in respect of the individual.

5.2 Sensitive personal data

This is data that relates to a data subjects racial or ethnic origin, political opinion, religious belief or beliefs of a similar nature, trade union membership, physical or mental health or condition, sexual life, the commission or alleged commission of any offence, criminal proceedings or the sentence of any court or conviction.

5.3 Data collection principles

AeL undertakes to protect the following principles regarding the Data Protection Act as bulleted below:

- Personal data shall be processed fairly and lawfully;
- Personal data shall only be obtained for specified lawful purposes;
- Personal data shall be adequate, relevant and not excessive;
- Personal data shall be accurate and where necessary, kept up to date;
- Personal data shall not be kept longer than necessary;
- The rights of the person providing the data shall be respected;
- Personal data shall not be transferred to a country or territory outside of the Economic Area, unless that country ensures an adequate level of data rights to the individual; and
- Appropriate measures shall be taken against the unauthorised or unlawful processing of data and against accidental loss or damage to personal data.

5.4 Collecting personal data

Personal data collected by AeL for the purposes of delivering training qualifications and other programmes, is likely, but not exclusively to contain the following personal information:

- Name, job title, contact information (address, contact numbers, e mail address);
- Age, ethnicity, gender, nationality, disability status;
- Occupation, place of work and work history; and
- Information about education qualifications.

AeL may use or process data information to:

- Identify a “living” individual (‘personal data’);
- Undertake administration in relation to a programme or qualification;
- Contact Learners directly;
- Inform Learners of products and services offered by AeL;
- Disclose information to internal and external verifiers;
- Disclose to industry bodies if required to do so by law; and
- Upload achievements of Learners onto the Personal Learning Record for Qualifications.

AeL may also:

- Collect or analyse sensitive personal data according to race, gender, age, religion, religious beliefs, trade union membership, criminal convictions and/or proceedings;
- To administer requests for reasonable adjustments under the reasonable adjustments policy;
- Carry out statistical analysis (on an anonymised basis) which may be carried out by AeL or selected third parties; and
- To monitor (on an anonymised basis) that the policies of AeL are being followed with respect to equal opportunities.

Any organisation receiving information from AeL shall be required to comply with the Act. By submitting information to AeL, Learners agree to give AeL the authorisation to process the data. Correspondence with the Learner shall be via e mail, post or telephone, unless stated otherwise by the Learner.

Information received from the Learner shall be transferrable to accrediting bodies, such as ILM or City & Guilds. The accrediting body shall use the personal data they receive for purposes of:

- Fulfilling contractual obligations with respect to enabling the obligations of AeL towards Learners;
- Provide AeL with details of products and services;
- To contact AeL staff directly regarding training related matters;
- Contact Learners directly by e mail or post about membership to an accrediting body;
- Contact Learners in respect to quality assurance matters relating to programmes or qualifications;
- To carry out or appoint a third party to perform statistical analysis on Learner data;
- Provide details to ensure equal opportunities exist regarding ethnicity and disability; and
- Pass across personal data to industry bodies or other selected third parties, solely for the purposes of providing prizes, remuneration and awards for Learners.

5.5 Working with accredited bodies

In accordance with the Act, sensitive data shall be timeously communicated to accredited bodies, such as ILM or City & Guilds:

- Any changes to or corrections thereof;
- Should Learner data be deleted; and
- A Learner refuses to allow their personal or sensitive data to be processed.

5.6 See Annexure B – Data Protection Notice

6 PLAGAIRISM, COLLUSION AND CHEATING POLICY

It is the policy of AeL to prevent and condemn any form of Learner cheating and/or plagiarism. This specifically refers to taking someone else's intellectual effort or property and presenting as if it were the Learner's own work.

6.1 Examples of plagiarism

- Extracting or copying and pasting word for word from another person's work, without using quotation marks and acknowledging the source of the information;
- Making use of diagrams, images and notes, without using quotation marks and acknowledging the source of the information;
- Using another person's work without their agreement;
- Purchasing essays and submitting these as the Learner's own work; and
- Downloading and using work from the Internet without acknowledging the source.

6.2 Tell-tail signs of plagiarism

- Changes in font size; and
- Variances in language and writing styles from English to American.

Cheating is an attempt to deceive an Assessor, Examiners and/or Verifiers.

6.3 Examples of cheating and collusion

- Providing or receiving information about the content of an examination prior to the examination taking place;
- Centres giving excessive help to a Learner;
- Impersonating or trying to impersonate another Learner;
- Assisting another Learner where this is not permissible;
- Copying or reading between Learners;
- Offering a bribe to an examination officer;
- Attempting to or interfering with examination scripts;

- Fabricating or falsifying data of Learners; and
- Attempting to or obtaining assessment material.

Detection of Learners involved in cheating, plagiarism or collusion may be through:

- An assessor;
- Internal verifier; and
- External verifier.

Should plagiarism, cheating or collusion become evident by AeL, no marks will be attributed to any piece of work under suspicion and the results sheets shall be returned to the Learner.

6.4 The process of combatting plagiarism, cheating and collusion is depicted below



6.5 Learners right to appeal

Learners who are implicated in plagiarism, cheating or collusion may wish to appeal against a decision taken by the Managing Director of AeL. The AeL appeals process must be followed in these cases.

6.6 Learner statement of authenticity

All assignments or examinations undertaken by the Learner are required to be signed and dated by the Learner as to the Learner declaring that the work submitted is the original and authentic work of the Learner. As a means of authenticity, electronic submissions (uploads), by the Learner to AeL Online web portal, are to be made using a secure user name and password.

In particular the Learner will be agreeing to:

- The work has not been submitted elsewhere for assessment;
- Work which may have been part of a previous submission is identified;
- All material has been properly referenced; and
- The work submitted is the original authentic work of the Learner.

7 APPEALS POLICY

The Appeals policy serves the rights of Learners and staff members. The Appeals process is to assist with concerns from:

- Learners, if they feel that the assessment decision of the assessor is unfair and would harbour the Learner's progress;
- Learners, who may be suspected of malpractice, the Learner may appeal against such allegations; and
- Staff who may appeal if they are suspected of malpractice.

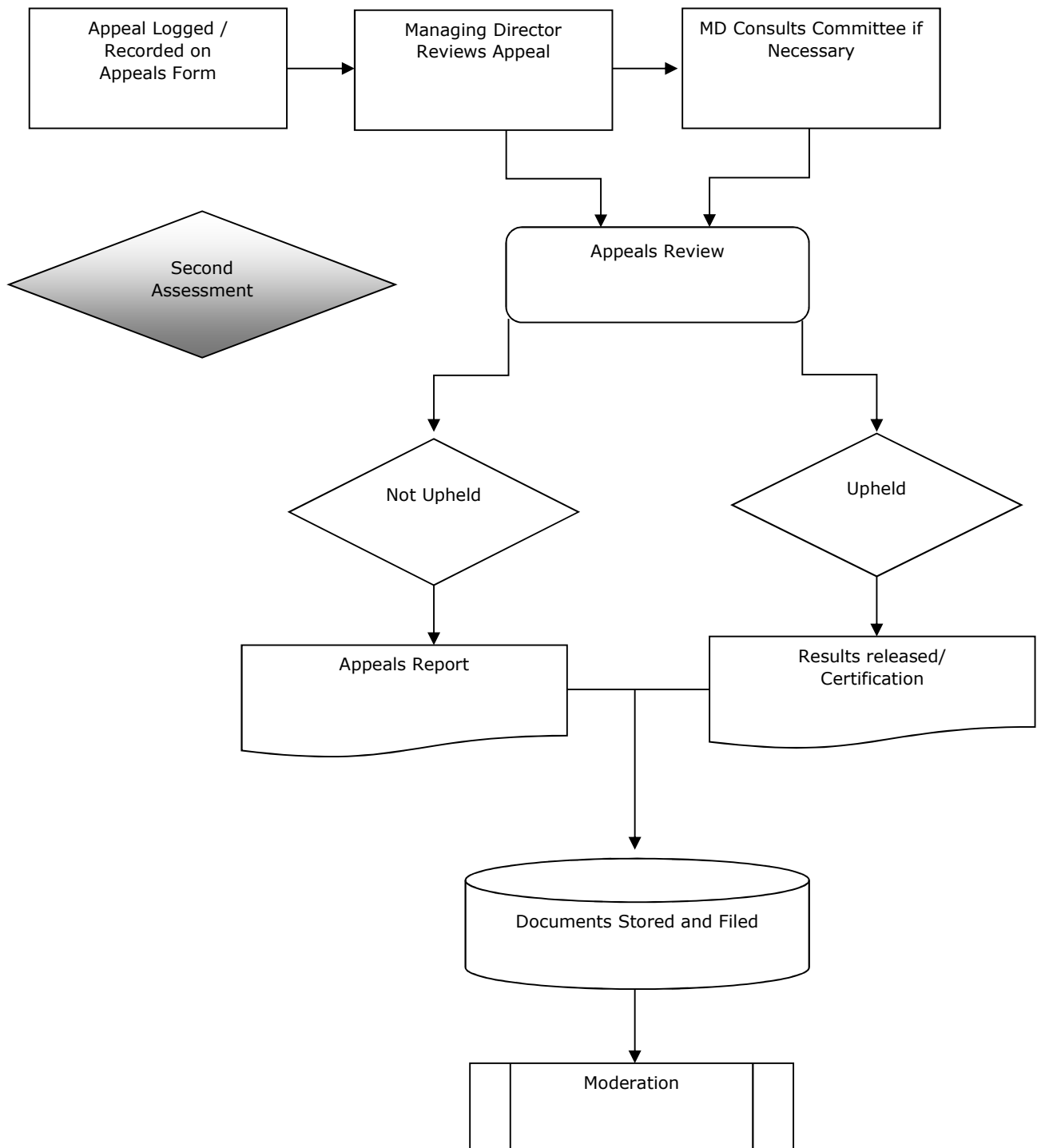
All appeals must be made in writing and the Appeals process shall be followed.

7.1 Learner's right to appeal

In the event that a Learner is dissatisfied with the results of his/her assessment, the Learner has a right to appeal. The appeal shall be presented on the completed Appeals Form.

7.2 See Annexure C - Appeals Form

Appeal Process (See Fig. 2 below)



8 CONFLICTS OF INTEREST POLICY

A conflict of interest may be defined as the appearance whereby the interests of a Learner, Tutor, Assessor or Verifier may cause decisions to be compromised. This would be considered to be the case by reasonable observation by a third party.

8.1 Examples of conflict of interest

- Tutors, Assessors and Verifiers working with another business in direct conflict with that of AeL;
- Where Tutors, Assessors and Verifiers evaluate and/or supervise a close member of their family; and
- Where Learners have close ties with those involved with the outcome of their qualification.

8.2 Where conflict exists

- Staff, Tutors, Assessors and Verifiers should notify their line managers immediately in writing.

8.3 Action to be taken

Depending on the case at hand, the following courses of action may need to be taken:

- Individuals may not be able to take part in certain discussions;
- Referring certain decisions to others with no vested interest;
- Non-involvement in certain project/s;
- Declaring a conflict of interest when appropriate to do so; and
- Referring the matter to the relevant quality assuring body.

9 MALPRACTICE AND MALADMINISTRATION POLICY

Malpractice is considered by AeL as an act or an instance of improper practice and includes maladministration. Malpractice is any activity, practice or omission which is either wilfully negligent or deliberately contravenes regulations and requirements and compromises the:

- Internal or external assessment process, and shall include:
 - Failure of staff members to report instances of malpractice;
 - Permitting, facilitating, obtaining or disseminating unauthorised assessment materials;
 - Assisting or prompting Learners with answers to assessment questions;
 - Giving a Learner an unfair advantage;
 - Manipulation of Learner evidence; and
 - Staff members undertaking assessments on behalf of Learners.
- Integrity of a qualification;
- Validity of a result or certificate; and
- Reputation and credibility of AeL.

9.1 Learner malpractice shall include the following (not exhaustive)

- Falsification or fabrication of assessment evidence;
- Any form of impersonation;
- Obtaining or attempting to obtain assessment material;
- Offering a bribe to a member of AeL staff;
- Any form of plagiarism;
- Falsification of authenticity;
- Gaining an unfair advantage over other Learners;
- Collusion with other Learners (copying work);
- Misusing or passing on unauthorised or confidential materials;
- Communicating with other Learners during examinations;
- Disruptive or violent behaviour; and
- Failure to abide by the instructions of a supervisor or AeL staff member.

Individuals who have information regarding Learner or staff malpractice may consider bringing the matter to a senior member of staff within the organisation. If an individual has raised concerns internally but feels they have not been appropriately addressed, or if an individual feels unable to raise the concerns internally, he/she should make a disclosure to the relevant quality assuring body.

Each disclosure will be considered sensitively and carefully and appropriate action will be taken. It should be noted, however, that our ability to investigate allegations will be dependent on the availability of documentary evidence. Anyone who suspects malpractice is to notify us as soon as possible. We will endeavour to keep a complainant's identity confidential where asked to do so, although this cannot be guaranteed and his/her identity may need to be disclosed to:

- The police, fraud prevention agencies or other law enforcement agencies (to investigate or prevent crime, including fraud);
- The courts (in connection with court proceedings); and
- Another person to whom AeL is required by law to disclose identity.

Those disclosing information should also recognise that they may be identifiable by others due to the nature or circumstances of the disclosure. Information received in disclosures may be shared with third parties where necessary. Individuals who are concerned about being identified should discuss their concerns at the time of disclosure. Anonymous disclosures will be considered but it may not always be possible to investigate them.

AeL may stop an investigation at any stage if:

- The investigation could prejudice the possibility of future criminal or civil proceedings; and
- The complainant makes any public statements during the investigation that could prejudice the outcome of the investigation or the possibility of future criminal or civil proceedings – this includes the complainant discussing the investigation with the centre staff or Learners involved during the investigation process.

We will not make any public statements during an investigation other than to confirm that an investigation is being conducted. If we or our appointed investigators need to interview centre staff or Learners during an investigation, we will normally ensure that interviews are carried out by two interviewers, with one primarily acting as note-taker.

- AeL will ensure that learners under the age of 18 will be accompanied by an appropriate, mutually agreed adult.

In order for us to carry out investigations, complainants must allow AeL reasonable time in which to undertake the necessary work. AeL will not inform a complainant about the outcome of an investigation, unless we are legally obliged to provide this information.

When investigating allegations, we expect individuals involved in an investigation to cooperate and provide evidence and information relating to the allegation when requested. For some investigations, it is important that paper-based evidence is original. If we cannot retain original paper and/or electronic records, the original records will be photocopied and the copy recorded as authentic. We will give receipts for any original documentation provided during an investigation.

The following types of correspondence/behaviour are deemed as vexatious and AeL will action as described in italics below.

- Being abusive or threatening either during a telephone conversation, a face to face meeting or in writing.

The complainant will be referred to a senior manager at AeL, who will contact the complainant to state that all communication will cease if the complainant continues to communicate in such a manner.

- Repeatedly contacting us either via telephone or email in a given working day without offering new evidence or information.

AeL shall send a letter or email to the complainant, together with a copy of this document, explaining that further contact of this nature will not be responded to.

- Making unreasonable demands on AeL beyond the remit of the investigation.
AeL shall send a letter or email to the complainant reiterating the remit of the investigation.

- Making accusatory comments about AeL, the staff managing the case or the investigators.

The complainant will be referred to a senior manager at AeL, who will contact the complainant to state that all communication will cease if the complainant continues to communicate in such a manner.

9.2 Maladministration process to be followed by AeL

The malpractice of an AeL staff member or Learner must be lodged using the **Malpractice form – Annexure D**; and

- An agreed improvement implementation action plan must be set out, with start and end dates for improvement. This may result in:
 - Staff receiving further training and/or mentorship in the area of malpractice;
 - Depending on the nature of the malpractice, staff may be suspended from duties at AeL for a set period of time;
 - Learners being barred from continuing the training programme; and
 - Special conditions may be imposed, depending on the nature of the malpractice.
- A report by the person administering the maladministration process, as well as the offender and two witnesses, shall sign the report, which shall be filed for future access.
- Should a Learner or a member of staff wish to appeal against the judgement taken above, then the appeals process shall be followed.

10 COMPLAINTS POLICY

AeL acknowledges that a complaint is an expression of dissatisfaction in the products or services offered by AeL. Suggestions for improvement or complaints shall be made as easy as possible. We understand that a complaint is a clear expression of dissatisfaction with our products and services and we will:

- Deal with it promptly, politely and, when appropriate, confidentially; and
- Respond in the right way, for example by giving an explanation or an apology where we have got things wrong.

Some examples (not exhaustive), constituting a complaint may be:

- Incorrect invoicing;
- Certificate spelling errors;
- Lack of response to queries;
- Unable to unsubscribe to emails;
- Incorrect products received;
- Delay with receipt of certificates; and
- Non-compliance with stated quality assurance bodies, e.g. not adhering to published timescales, policies or processes.

Learners or staff members are required to direct their initial complaints to the line manager at AeL. Failure to receive the correct response, complaints may be escalated to the head of AeL through the Appeals process.

- Complaints may be directed to: support@advancedelearning.org

11 RECOGNITION OF PRIOR LEARNING POLICY

Recognition of Prior Learning (RPL) policy is a method of assessing a Learner which may lead to the attainment of a unit or qualification. Learners will be required to demonstrate knowledge, understanding and skills which they already possess rather than through the normal channels of learning.

Provided that all the assessment requirements of the unit or qualification are met, the use of RPL shall be acceptable for the accreditation of such.

11.1 Process of RPL

The stakeholders for the process of RPL are: 1) Learner, 2) Assessor/s, 3) Internal Verifiers and 4) External Verifiers.

Learners undertaking RPL are NOT required to follow the formal route of training. Due to their previous experience and knowledge of the unit or qualification, they are “accelerated” to the assessment procedure of the training. The process of this is:

- Learner presents evidence of previous experience obtained regarding the unit and / or qualification;
- AeL Assessor verifies Learner’s previous experience, which may qualify the Learner to undertake the RPL route to obtain the unit or qualification;
- Learner induction to RPL takes place;
- Pre-assessment – that is advising the Learner of support, mentoring and appeals process;
- Assessment of the outcomes of the unit / qualification;
- Feedback to the Learner, following assessment; and
- Claim for the credit / qualification.

The evidence shall be recorded for external verification and shall be:

- **Valid** – Evidence genuinely demonstrates the learning outcomes have been met;
- **Authentic** – That the evidence is that of the Learners;

- **Reliable** – That is another Assessor would arrive at the same decision; and
- **Sufficient** – Enough evidence is available to show the Learner has met the outcomes.

All assessment evidence pertaining to the RPL shall be stored by AeL for external verification.

12 ANNEXURES TO THIS DOCUMENT

12.1 ANNEXURE A

Controlled Document

Independent Contractors Agreement**1. Preamble:**

- a. This agreement exists between Advanced E Learning (AeL) and

Name of Independent Contractor (IC),

National Security Number of IC _____
(attach copy).

Landline number: _____

Mobile number: _____

- b. The IC chooses as his/her Domicilium citandi et executandi address as:

Address : _____

: _____

: _____

Code : _____

2. General:

- a. The parties agree that this agreement in no way constitutes any form of permanent employment to the IC.
- b. Any amendment to this agreement shall only be valid if recorded in writing and signed by both parties.
- c. The IC offers AeL the following products/services (tick which apply):

Tutor		Internal verifier	
Assessor		Learning material developer	

3. Obligations of the IC:

- a. Provide copies of qualifications with this IC contract, demonstrating competency to perform the functions (products/services) offered to AeL.
- b. Shall not divulge any of AeL's intellectual wealth pertaining to its operations, marketing or administration to any third party.
- c. That any training material provided by AeL is copyright and may not be reproduced in any form or manner without the express written consent of the managing director of AeL.
- d. Provide any necessary customer or learner information required for the efficient running of AeL's business.
- e. Shall provide all necessary paperwork timeously in order that customers may be invoiced.
- f. Agrees that, where necessary taxes or levies due by the Government, shall be deducted from the IC.
- g. Where payment is requested by an IC, either an invoice or a time log sheet must accompany the payment request.
- h. Should the customer delay payment, AeL may at its discretion, withhold payment to the IC until payment is received from the customer.
- i. The IC shall not perform in conflict to any AeL activity unless agreed to by both parties in writing. This would expressly, although not be limited to, performing training activities or skills development related matters at AeL's any of customers.

The IC declares any conflict of activities which may exist between the IC and AeL, below:

- j. Shall inform AeL 5 days in advance if electing to take leave.
- k. Shall comply with codes of conduct as stipulated by quality assuring bodies relating to facilitating, assessing and verifying.
- l. The IC shall make him/herself available to tutor/assess Learners on the agreed dates and times as set out in the "Roll-out Plan" known as Annexure A in the Service Level Agreement signed between the company and AeL.
- m. ***The IC agrees to the rates on a per contract, per Learner basis, as agreed to from time to time between AeL and the IC***
- n. Comply with any other reasonable requirements which AeL may request from time to time.
- o. Shall behave in an ethical manner with respect to any marketing, tutoring, assessing or verifying of Learners. See below:

By signing the Advanced E Learning **Code of Conduct** you agree to:

- Behave honestly and with integrity at all times;
- Act with care and diligence, especially concerning interacting with Learners;
- Treat all Learners with respect, courtesy, and without harassment;
- Maintain appropriate confidentiality about dealings with any of AeL’s clients and Learners;
- Disclose, and take reasonable steps to avoid, any conflict of interest (real or apparent) between yourself and AeL’s clients and Learners;
- Not provide false or misleading information in response to a request for information that is made;
- Not make improper use of information of AeL’s status, power or authority, in order to gain, or seek to gain, a benefit or advantage for the company or for any other person; and
- At all times behave in a way that upholds AeL’s high standard and values, as well as the integrity and good reputation of AeL.

p. IC’s banking details are as follows:

Bank : _____
Account : _____
Account No. : _____
Branch Code : _____

q. National Insurance Number: _____

r. Shall report to and abide by the direction and supervision provided by:

4. Termination of contract:

- a. This contract has an indefinite duration, unless either party gives the other written notice of discontinuation of the agreement with forty eight (48) hours’ notice. This may be affected by letter or e mail.
- b. Upon termination of this contract the IC shall, at own cost, and within 7 days, return any material or equipment loaned to the IC by AeL.

5. Restraint of trade:

- a. A customer referred to as an “AeL Customer” is one where the IC was introduced to the customer and performed training functions at the customer on

behalf of AeL. Unless otherwise stated by the IC, the customers introduced to the IC by AeL will be considered AeL's customers.

- b. The IC agrees not to solicit or provide training functions at any of AeL's customers for a period of no less than eighteen (18) months after termination of this contract.

6. Signatories to this agreement:

Independent Contractor

Advanced E Learning

Date ____/____/____

Date ____/____/____

As witnesses:

1) _____

2) _____

12.2 ANNEXURE B

Data Protection Notice

We, Advanced e Learning (AeL), are required to comply with the provisions of the Data Protection Act 1998 (the Act) in relation to how we handle any personal data which we obtain from you. Any personal information gathered will only be used in the context of your studies with AeL. We may also collect sensitive personal data relating to you but only with your explicit consent in advance.

We may process all the information we obtain from you, in order to enable us to fulfil our contractual obligations to you. We may also request further information from third parties or shall disclose your details to other selected third parties, such as ILM or its regulators or industry bodies.

In disclosing your personal details to us, you agree that we may process and in particular may disclose your personal data:

- As required by law to any third parties; and
- To ILM who may use your personal data to:
 - Undertake administration in relation to the programme or qualification you are enrolled onto, including providing you with a certificate on successful completion of the qualification or specific units;
 - Contact you directly in relation to ILM study membership, centre approval or qualifications and/or for quality control purposes;
 - Inform you of products or services offered by ILM;
 - Disclose or publish your details in directories which may contain information about AeL;
 - Disclose to ILM's regulators where so required;
 - Disclose to relevant industry bodies where so required by law;
 - Carry out statistical analysis on an anonymised basis;
 - Disclose your personal details to third parties for purposes of providing prizes, remuneration and qualifications for Learners;

- Administer requests for reasonable adjustments under the Access of Assessment policy; and
- Monitor (on an anonymised basis) equal opportunities relating to ethnicity or disability or other such monitoring purposes.

12.3 ANNEXURE C**Appeals Form**

Name of Learner		Date of Application
Venue of Assessment		Date of Assessment
Name of Assessor		

Unit against which you were assessed:	Title:	Level:
	Unit Number:	Credits:
What was the purpose of the assessment?		
Explain how you were assessed:		
List the reasons why you disagree with the assessment decisions.		
Which one of the following options could resolve the matter?	<input type="checkbox"/> Another Assessor <input type="checkbox"/> Different Assessment Instrument <input type="checkbox"/> Different Assessment Method <input type="checkbox"/> Different Venue for Assessment <input type="checkbox"/> Different Time	

List any special needs you might have:		
Signature of Learner:		Date:
Signature of Assessor:		Date:
Signature of Moderator:		Date:
Signature of Managing Director:		Date:

12.4 ANNEXURE D**Malpractice form (Suspected malpractice of a Staff member or a Learner)****Notification form – Confidential**

Date of incident	_____ / _____ / _____	Time	
-------------------------	-----------------------	-------------	--

Centre number	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					Centre Suffix (if applicable)	

Centre Name	
--------------------	--

Country	
----------------	--

Examination/assessment details

Qualification number	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					Title	

Assessment/ component/ unit number	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> </table>				Title	

Date incident was reported to centre management	
--	--

Name(s) of centre staff involved

Position	Staff / Learner Name

Describe the nature of the suspected malpractice, including details as to how it was discovered, by whom and when.

Could the learner(s) have been unfairly advantaged or disadvantaged by the suspected malpractice? If so, please give details.

To be completed by the Head of Centre

Name (please print)	
Job title	
Tel no	
Email	
Signature*	
Date	

*Submission by email from the centre's registered email address will be accepted in place of a signature.

Annexure Ci

Malpractice form checklist

What is this checklist for?

This checklist is intended to assist centres when completing a notification of suspected malpractice by Learners or Staff members.

Please indicate by ticking the appropriate box for the following points.

1	Staff members and Learners have been informed of their right to appeal this malpractice investigation.	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
2	The individual, whether a Learner or a member of Staff accused of malpractice:		
		<ul style="list-style-type: none"> • has been informed (in writing) of the allegation made against him or her 	
		Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
	<ul style="list-style-type: none"> • knows what evidence there is to support the allegation 	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
	<ul style="list-style-type: none"> • knows the possible consequences or penalties that City & Guilds may apply should malpractice be proven 	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
	<ul style="list-style-type: none"> • has had the opportunity to consider their response to the allegation (if required) 	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
	<ul style="list-style-type: none"> • has had the opportunity to submit a written statement 	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
	<ul style="list-style-type: none"> • has had the opportunity to seek advice (as necessary) and provide a supplementary statement if required 	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
	<ul style="list-style-type: none"> • has been informed of the applicable appeals procedures should a decision be made against him or her 	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
	<ul style="list-style-type: none"> • has been informed of the possibility that information relating to the malpractice may be shared with other quality assuring bodies and/or other agencies. 	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>

Supporting evidence provided:

Statement from Tutor, Assessor or Internal quality assurer?	Y/N	Statement from Learner received?	Y/N
Backing evidence provided?	Y/N	Statement from Employer received?	Y/N

Please enclose the completed checklist with the Malpractice form.