

SYDNEY MEDICAL SCHOOL

SMP PROFESSIONALISM AND SATISFACTORY PROGRESS PROVISIONS 2013

1 Purpose and application

- (1) These provisions:
- (a) prescribe a transparent process for managing alleged breaches by students of the *Sydney Medical School – SMP Statement of Expectations*; and
 - (b) define the meaning of satisfactory progress in relation to professionalism in the Medical Program, for the purposes of Division 6 of the [University of Sydney \(Coursework\) Rule 2000](#).
- (2) These provisions apply to all students enrolled in the Sydney Medical Program.

2 Commencement

These provisions commence on [17/10/2013].

3 Interpretation

In these procedures:

breach	means a breach by a student of the <i>Statement of Expectations</i>
By-law	means the University of Sydney By-law 1999
Head	means the Head of the Sydney Medical Program
Coordinator	means the Coordinator of the Personal and Professional Development Theme
Dean	means the Dean of Medicine
Medical Program	means the Bachelor of Medicine and Bachelor of Surgery (MBBS) or the Doctor of Medicine (MD).
misconduct	has the meaning prescribed by clause 54 of the By-law
Stage	means Stage 1 (Year 1), Stage 2 (Year 2) or Stage 3 (Years 3 and 4) of the Medical Program
Sydney Medical School	means the Faculty of Medicine
student	means a student admitted to candidature in the Medical Program

4 Satisfactory progress

- (1) The *Statement of Expectations* prescribes student professionalism requirements.
- (2) All students must demonstrate satisfactory progress, relative to their Stage in the Medical Program, by complying with the *Statement of Expectations*.
- (3) A clear and significant breach of the *Statement of Expectations* will constitute failure to make satisfactory progress, for the purposes of Division 6 of the [University of Sydney \(Coursework\) Rule 2000](#).

5 Reporting an alleged breach

- (1) Any person may, by notice in writing to the Coordinator of the Personal and Professional Development Theme, report an alleged significant breach of the *Statement of Expectations*.
- (2) No student or other person will be subjected to victimisation or adverse action as a consequence of reporting an alleged breach.
- (3) A report of an alleged breach will be treated confidentially, subject to the need to provide procedural fairness. Information concerning the alleged breach will be disclosed on a 'need to know' basis, having regard to Sydney Medical School's obligations under privacy legislation.

Note: See [Privacy Policy 2013](#); and [Privacy Management Plan](#).

6 Preliminary inquiry and assessment

- (1) Where the Coordinator becomes aware of an alleged breach, he or she must:
 - (a) formulate a clear expression of the alleged breach;
 - (b) form a preliminary view of whether the alleged breach might constitute failure by the student to make satisfactory progress; and
 - (c) form a preliminary view of whether the alleged breach might constitute misconduct, for the purposes of Chapter 8 of the By-law.
- (2) In forming the preliminary views in paragraph 6(1)(b) and (c), the Coordinator, or his or her nominee, will consult with any appropriate person, including students, academics and clinicians.
- (3) If the Coordinator forms the view that the alleged breach, if proven, would not constitute failure by the student to make satisfactory progress or student misconduct, he or she:
 - (a) may take no further action; or
 - (b) may counsel the student or take such other remedial action as appropriate in the circumstances; and
 - (c) must make a record of the alleged breach, the student's response and any counselling or remedial action.
- (4) If the Coordinator forms the view that the alleged breach might constitute failure by the student to make satisfactory progress, he or she will refer the alleged breach to the Head of the Sydney Medical Program.

- (5) If the Coordinator forms the view that the alleged breach might constitute misconduct, for the purposes of Chapter 8 of the By-law, he or she will refer the alleged breach to the University Registrar.
- (6) Sub-clauses 6(3) and 6(4) are not mutually exclusive.

7 Notice and interview

- (1) The Head of the Sydney Medical Program will inform the student in writing of:
 - (a) the alleged breach as formulated under paragraph 6(1)(a);
 - (b) the preliminary view formed;
 - (c) an appointed time and place for the student to come and discuss the alleged breach;
 - (d) the names of the people proposed to be present at the interview;
 - (e) the student's entitlement to invite a support person or representative to attend the interview; and
 - (f) the student's entitlement to submit relevant documentary materials.
- (2) The interview will be conducted by at least three senior academic members of Sydney Medical School, including the Head.
- (3) The Head will provide the student with copies of:
 - (a) any supporting documents necessary for the student to understand and respond to the alleged breach; and
 - (b) copies of:
 - (i) the *Statement of Expectations*; and
 - (ii) these provisions.
- (4) The notice required by paragraph 7(1)(c) must allow the student a reasonable period of time to consider the alleged breach and any supporting documents.
- (5) Sydney Medical School will keep a written record of the interview and copies of relevant documentation.

7 Determination

- (1) Following the interview, the Head will consider:
 - (a) the alleged breach;
 - (b) any related alleged breaches that the student has had a reasonable opportunity to respond to;
 - (c) any relevant supporting material, including any material submitted by or on behalf of the student; and
 - (d) any submissions or responses made by or on behalf of the student.
- (2) The Head will then determine whether the student has breached the *Statement of Expectations*.
- (3) If the Head forms the view that the student has not breached the *Statement of Expectations*, he or she may:
 - (a) take no further action; or

- (b) counsel the student or take such other remedial action as appropriate in the circumstances.
- (4) If the Head forms the view that the student has breached the *Statement of Expectations*, but the breach does not constitute failure by the student to make satisfactory progress, the Head:
 - (a) may take no further action; or
 - (b) may counsel the student or take such other remedial action as appropriate in the circumstances; and
 - (c) must make a record of the breach, the student's response and any counselling or remedial action.
- (5) If the Head forms the view that the student has breached the *Statement of Expectations*, and the breach constitutes failure by the student to make satisfactory progress, the Chair will refer the breach to the Dean for handling in accordance with Division 6 of the [University of Sydney \(Coursework\) Rule 2000](#).
- (6) The Head will inform the student in writing of his or her determination.

NOTES

Sydney Medical School - Satisfactory Progress (Professional Conduct) Provisions 2013

Date adopted: 3/10/2013

Date commenced: 17/10/2013

Approved by: Professor Bruce Robinson (Dean)

Signature:

Related documents:

Privacy and Personal Information Protection Act 1998 (NSW)

Health Records and Information Privacy Act 2002 (NSW)

University of Sydney By-law 1999

University of Sydney (Coursework) Rule 2000

Privacy Policy 2013

Privacy Management Plan

Sydney Medical School - Statement of Expectations Provisions 2013