



## STUDENT PROTECTION PLAN

# INTRODUCTION

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The Higher Education and Research Act (HERA) 2017 requires Higher Education Institutions like the JCA to maintain a Student Protection Plan to protect students' interests in the case of material change, such as programme change, suspension, or institutional closure.

This policy sets out the measures that JCA will take in order to protect student interest and to assure continuity of study.

The policy is aimed at all prospective and current students including those sharing particular protected characteristics (as defined in the Equality Act 2010) who will be treated no differently with respect to any part of this policy.

The measures contained in this plan are in addition to any statutory rights, which remain unaffected.

## **Regulatory condition and oversight**

Prospective and applicant students can be assured that external oversight has been made of this plan.

With its remit to encourage and regulate a world-leading higher education sector, this student protection plan has been prepared as part of a definitive suite of documents that (have been) will be presented and analysed (approved) by the higher education regulator, Office for Students (OfS), in the determination of registration.

## **Good Practice and external reference**

This Policy has been created in line with the February 2018 'Office for Students' guidance, and benefits from the Statement of Good Practice adopted by HEFCE, UUK, Guild HE, and National Union of Students (NUS).

Consultation and communication with students  
In line with its student centred approach, whenever changes are being considered or planned, students will be consulted and involved in any subsequent decision making, most formally, through their membership and participation on Academy Boards and Committee's.

Both planned and unplanned changes will be communicated to all students through a variety of measures that will include, student representatives, specific communication events, publication on the student portal and (dependent on the change) the Academy website.

The Academy is committed to communicating any changes to students as early as possible, with clear information and options.

The overriding principle that will be followed is to seek the student voice in all material change, minimise disruption and to protect their interest.

# 1. PART ONE

## Examples of 'Material Change' and the measures to be taken

Although many of the examples given below are unlikely to occur, they are provided as indicative risks and scenarios that have been considered and explored to ensure that the Academy has measures in place to protect the continuity of study for its students.

Inclusion of a scenario should not be assumed to mean we consider it likely to occur.

### Programme changes prior to registration

'The risk that we will make Programme changes prior to registration is low'.

Courses being advertised by the Academy were validated for the first time in September 2017 and have been approved for 5 years.

Where material changes (such as the removal or addition of a number of modules) are made between the publication of the prospectus and registration, the Academy will draw these changes to the attention of applicants as soon as possible and advise them of their right to seek entry to another programme for which they may be qualified or to withdraw their application and seek entry to another institution.

Where the applicant has already accepted an offer, they shall be furnished with all necessary information, advice and guidance by the Academy to help them make an informed decision on their future course of action.

### Commitments

- We will inform applicants of any significant or material programme changes prior to registration by personal email given on the registration form.
- We will give applicants a minimum of one months written notice of any changes to their course.
- We will automatically refund all monies paid within 14 days of any accepted registration.
- We will refund any monies paid within 30 days of any accepted registration cancellation.

## Programme changes after registration

'The risk that we will make Programme changes after registration is low'.

Any changes to programme content is subject to discussion and agreement with our validating partner, the University of West London, which is in turn contractually governed by our shared Institutional Agreement.

Where updates to content are made as would be expected in an institution that prides itself on maintaining pedagogical and professional currency, for example changes to module content or assessment activities, these will be proposed via Programme Committee and Academic Board on which students are represented, before then seeking approval by the validating partner.

In all circumstances, JCA undertakes not to make any changes to programme content within 3 months of the start of the first academic year affected.

If a student reasonably believes that a material change to their programme is so significant that it adversely affects them, they may cancel their contract with the Academy. In such circumstances the Academy will offer suitable information, advice and guidance to a student and, where possible, facilitate their transfer to another institution which offers an appropriate programme for which they are qualified.

### Commitments

- We will inform applicants of any significant or material programme change by the student email account given following enrolment.
- We will not make any Programme changes within the first 3 months of the course.
- We will give applicants a minimum of one months written notice of any future changes to their course.
- We will not normally offer refunds or compensation for programme changes unless individually negotiated on exceptional grounds.

## Loss of key academic staff

'The risk that we are no longer able to deliver material components of our courses is low'

The Academy is justly proud of its academic staff, and aims to create an environment in which colleagues can continue to personally develop and thrive.

Whilst a certain degree of staff turnover is healthy in any organisation, our courses are in any case, designed to be taught by integrated teams of academic staff.

When changes to staff are made however, the Academy will seek to fill gaps as quickly as possible, by timetabling other members of staff with appropriate skills and experience, into the vacant post or recruiting externally, to avoid disruption.

### Commitments

- We will inform applicants of any change to academic staff through regular updates on the student portal.
- We will not normally offer refunds or compensation for changes to academic staff or for any resultant timetable changes.

## Suspension or closure of a course

'The risk that we will suspend or close any of our courses in the next three years is very low'

Validated programmes are contractually governed between JCA and University of West London (UWL) through its Institutional Agreement.

All enrolled students can be assured that under no normal circumstances would their programme be subject to suspension or closure.

If a time comes when a named programme is being phased out or being superseded by a new programme, then all enrolled students will carry forward their expected studies as normal.

### Commitments

- We will ensure through their formal membership at Academy Boards and Committee's, that students will be involved at every stage of the decision making process.

- We will ensure that if a course were ever to be considered at risk of closure, staff and students would be involved from the outset, to consider the facts and determine appropriate action.
- We will ensure that if a decision were to be made to close a course that current students would not experience any loss to the standard of teaching or access to resources.

## Campus suspension or closure

'The risk that we will no longer deliver courses at our JCA or UWL campus in the next three years is very low'

JCA has a long term estate agreement in place for the JCA campus and a five year agreement with the University, so unless subject to emergency circumstances, students will not suffer any disruptions to the location of their studies.

If such an emergency measure was needed students would be re-located to alternative premises within the London area.

### Commitments

- We will ensure that alternative premises are found as quickly as reasonably possible.
- We will ensure that if any time is lost on studies that this is added back and that any published assessment deadlines are appropriately extended.
- We will not normally offer refunds or compensation for campus changes that are undertaken within reasonable time and distance considerations unless individually negotiated on exceptional grounds.

### **Loss of validation partner**

'The risk that we lose our validation partner in the next three years is very low.'

Validated programmes are contractually governed between JCA and UWL through its Institutional Agreement.

Both institutions are committed to ensure that all enrolled students complete their intended studies without any intended disruption. Where a withdrawal or termination of validation is made, JCA would no longer enrol new students however would continue to support all enrolled students to complete their course, subject to normal maximum timescales.

In exceptional cases, the Institutional Agreement makes allowance for students to complete their studies at an alternative provider, such as the validating University.

### **Commitments**

- We will ensure that all enrolled students will be able to complete their studies without disruption. In doing so, there would be no expectation to offer refunds or compensation.
- We will immediately seek to establish an alternative validation partner for the continuation of the programme for any students who have been accepted on any future programme entry.
- We will inform any students who have applied for any future programme entry of their options and refund any deposits that may have been made in advance.

### **Withdrawal of registration**

If ever the Academy is subject to having its registration suspended or withdrawn for the purposes of the government support student loan system, JCA will take all reasonable steps to minimise the resulting disruption to students. In serious circumstances, the Academy will seek 'teach-out' designation or to negotiate the transfer of any enrolled students to an approved alternative provider such as its validating partner, UWL.

Where placement at an alternate provider is indicated in the above, this will normally be with the validating partner, the University of West London.

In all such circumstances, students will be able to seamlessly carry their credit and continue their studies with minimal disruption.

### **Commitments:**

- We will ensure that students are kept informed through email, telephone and personal contact.
- We will ensure that the Academy makes sufficient representations to 'teach-out' enrolled students to minimise any disruption.
- We will ensure that options to be transferred to an alternative provider, such as the validating University, are in place.
- We will ensure that every student has an opportunity to discuss their personal circumstances and that these will be taken into consideration.

### **Closure of the Academy**

'The risk that the Academy as a whole is unable to operate is very low'

The financial performance of the Academy is very healthy and has been recently assessed by the Office for Students as part of its registration. If under an extreme set of events and highly exceptional circumstances that a decision is taken to close the Academy, then in discussion with the validating partner and with the Office for Students, the Academy will immediately enter a consultation period in which it will alert the student body within 48 hours of its intentions.

The financial policy of the Academy is that cash reserves, from its outset, will be sufficient to fund a minimum of 100 days to ensure that any academic term is satisfactorily completed and time is made for the reasonable transfer of studies to another provider.

Where placement at an alternate provider is indicated, this will normally be with the validating partner, the University of West London.

In all such circumstances, students will be able to seamlessly carry their credit and continue their studies with minimal disruption.

**Commitments**

- We will ensure that all enrolled students will be notified of any likely closure within 48 hours.
- We will ensure that students are kept informed through email, telephone and personal contact.
- We will ensure that the Academy has enough financial reserves to provide 100 days of continuous study whilst alternative measures are put in place.
- We will ensure that every student has an opportunity to discuss their personal circumstances and that these will be taken into consideration.

# 2. PART TWO

## **Financial Implications**

This policy should be read in conjunction with our Refunds Policy.

## **Academy financial health**

It is the financial policy of JCA to build and retain cash reserves, by taking a percentage of annual income, such that sufficient refunds and compensation could be made available for students for whom, in the unlikely event of material change, may be identified an increased risk of non-continuation of study.

Until this reserve has been built, we will put in place insurance arrangements to underwrite a suitable refunds and compensation scheme.

## **Students on bursaries**

Where bursaries have been awarded these will be honoured from ring fenced funds that will carry forward with the student if the Academy does experiences material and unavoidable change.  
Protected characteristics

Students who carry conditional benefits such as Disability Students Allowance will be supported to carry this benefit forward if the Academy does experience material and unavoidable change.

# 3. PART THREE

## Commitments provided through this plan

1. We will publicise our student protection plan to current and future students by publishing the plan on our website, promoting its existence at induction and during re-enrolment periods
2. We will ensure that staff are aware of the implications of our student protection plan during staff induction, annual training and through appropriate governance of programme reviews and course committee's.
3. We will review our student protection plan on an annual basis through our Student Experience Committee, Operations Group and the JCA Board.
4. We will take reasonable steps to avoid implementing change during an academic year or making changes close to the start of an academic year.
5. We will ensure that students are involved in any decision making over material changes to their course by consulting in advance and ensuring that the consultation remains in place during and after any change is made.
6. We will attempt to give students in all circumstances 30 days notice to any change in minor changes and 3 months for any major change
7. We are committed to minimise any disruption during any period of unforeseen change, and have in place legal and financial measures, to assist as appropriate.
8. We have agreements and processes in place, overseen by the validating body, to allow the student body to transfer to specific alternate providers, should all other options be exhausted.



