



**MLA**  
**COLLEGE**

# **Student Protection Plan 2021**

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## 1 Student Protection Plan ('the Plan')

MLA College is committed to helping you achieve successful outcomes from your studies. However, there may be unforeseen circumstances, often outside the College's control, which result in changes having to be made to your modules or programmes.

Students currently studying with MLA College, and those who enrol in 2021, are also covered by the University of [Plymouth's Student Protection Plan](#); however, for students of MLA College, this plan takes precedence. The University of Plymouth is the validating partner for all MLA College degree programmes.

MLA College has put this Student Protection Plan in place to protect your interests and details the steps we would take where significant material changes have to take place affecting the quality and/or continuation of your study, such as (but not limited to):

- disruption of MLA College programme delivery;
- the unanticipated departure of key members of MLA College staff;
- the cessation of programme delivery, likely cessation, or change of delivery mode;
- major changes in year to programme content;
- changes to regulatory framework affecting a specific programme and loss of accreditation from professional, statutory or regulatory bodies;
- a decision to close the College or a campus or site for delivery of College programmes;
- loss of a validating partner institution.

This Plan sets out MLA College procedures for dealing with any of the events and issues outlined above.

This Student Protection Plan will be reviewed annually by MLA College's Academic Board (which includes student representation via the Student Support Officer). The Plan will be made available to all students and prospective students via the MLA College website. The Rector will have overall responsibility for ensuring staff are aware of, and implement the Student Protection Plan.

In particular:

- Applicants will be made aware of this Plan when an offer to study a course is made.
- Current students will be updated on the Plan during module re-enrolment, and information regarding the Plan's location on the website will be routinely provided in student handbooks and in the Total Learning Package (TLP).
- The Plan will be incorporated into routine staff induction and training activities.

If significant material changes are required to your module or programme, MLA College is committed to communicating any changes to you as early as possible, setting out clear information and options. You will be notified directly by the Rector, MLA College or his or her designated nominee. We will take all reasonable steps to minimise disruption and to enable you to complete your studies as intended through the provision of advice and support from the Academic Team. However, where this is ultimately not possible you may, for example:

- be offered the opportunity to move to another module or programme;
- be offered a modified version of the module or programme;
- be provided with assistance to switch to a different provider;
- be offered a financial refund and/or compensation (for cases where it is not possible to preserve the continuation of study or where study is disrupted) in accordance with our Terms and Conditions. In the event of any conflict between this Plan and our Terms and Conditions then this Student Protection Plan will apply.

We will review this Plan at least annually and update and amend as required. We also reserve the right to amend this Plan from time to time based on legal or regulatory change affecting you or us or best practice in the higher education sector.

The information in the Student Protection Plan is quite complex and detailed. If you have any questions about this Plan and how it may affect you, please contact MLA College's Head of Academic Quality & Standards: [belinda.payne@mla-uk.com](mailto:belinda.payne@mla-uk.com)

## 2 Significant material changes

### 2.1 If key academic staff involved in the delivery of your programme are unavailable

This may happen because of death, long term sickness, retirement, or leaving MLA College. Where possible we will seek to fill gaps as quickly as possible, by assigning responsibility to other current members of staff with appropriate skills and experience, or by deploying members of our considerable pool of Associate Lecturers and Tutors, in order to avoid disruption.

In situations where the College cannot avoid closing a module or programme, the policy as outlined in 2.2 or 2.3 below will apply.

### 2.2 If we need to make major in-year changes to your programme or module, or a particular module choice is unavailable

We will use all reasonable endeavours to deliver your programme in accordance with its description in our Programme Quality Handbooks for the academic year in which you began your programme. However, the situation may arise whereby changes are required, for example, through insufficient enrolment and course take-up. In the event of major in-year changes to programme content, or the unavailability of any particular module choice, we will offer you one or more of the following options (in consultation with any validating partner we may have for the award on which you are studying):

- work with you to offer alternative choice(s), and try where possible to ensure that any alternative(s) is/are still acceptable;
- ensure that changes are kept to the minimum necessary to achieve the required quality of experience, and you are notified and consulted with as appropriate;
- ensure that the programme learning outcomes are still fully delivered;
- where required, you are offered reasonable support to transfer to another programme or module;
- if no other viable option then give you the opportunity to withdraw from the programme.

### 2.3 If we cease delivering a programme (or if this were to become likely) or change its delivery mode

Wherever possible we will, in conjunction with any validating partner for the award for which you are studying) enable you to complete your programme of study (what we call 'teaching out'). In doing this we will carefully manage (together with any relevant validating partner) our approach to staffing and other resources to ensure your studies are affected as little as possible.

Where it is not possible to teach out, then we will consider whether there are options for you to transfer to an alternative programme at MLA College, or to transfer to complete your programme at another institution including any relevant validating partner institution.

If you have already applied to study at MLA College, but have not yet enrolled, you will be notified as soon as practically possible that your programme is not available. We will provide you with support and advice in these circumstances.

#### 2.4 If the programme you are enrolled on loses its accreditation

If your programme loses its accreditation from a professional, statutory or regulatory body, we will consider measures to protect your student experience, such as:

- offering you the chance to move to another programme;
- delivering a modified version of the same programme;
- providing advice and assistance to you in switching to a different provider who has the relevant accreditation.

#### 2.5 If MLA College ceases to work with a particular validating partner institution

We will work to ensure that:

- all reasonable steps are taken to minimise the resultant disruption to you;
- as far as possible, changes are made in a transitional manner;
- we put in place alternative validation arrangements that are reasonably acceptable to you;
- we support you to transfer to an appropriate programme at another provider;
- assistance is provided through the provision of evidence/letters/statements in support of continuation of your studies.

#### 2.6 If part or all of our campus (or teaching location) closes

For students attending blended learning residential summer schools, or short courses, and where we have to close part or all of our campus (or other study location), or if it becomes unusable, we will typically consider remedies such as:

- relocating provision to an alternative suitable location. This may include hiring spaces for programme delivery (where possible);
- revising the timetable to allow the scheduled teaching to take place in alternative facilities or at alternative times. This may include student contact sessions delivered outside of normal teaching hours. Where we take this approach, we will consult with you to assess the effect on students with different needs, characteristics and circumstances;
- delivering programmes or parts of programmes using distance or on-line learning. Where such an approach is taken, we will consider carefully whether this is appropriate to the programme or module, and your needs.

## 2.7 If IT failure affects the delivery of our distance learning programmes and modules

We have a robust IT business continuity and disaster recovery plan in place. MLA College's Total Learning Package containing the majority of learning and teaching materials is self-contained and works offline. However, online discussion forums and online library access could be affected, and if this is the case, we will consider options such as:

- hosting discussion forums and facilitating student interaction using alternative technologies and media;
- facilitating access to online published content through our partners, for example, through the IMarEST's Virtual Library, or through Bahçeşehir University;
- maintaining contact between tutors and students using alternative technologies and media.

## 2.8 If MLA College ceases operating (institutional failure):

Any likelihood of this would be identified and carefully managed through MLA College's financial and risk management procedures. Where we have no option other than to cease operating, we would consider measures to protect your student experience, such as:

- where possible, closing in a gradual way, over a period that would allow you to complete your studies at MLA College;
- working with our validating partners to ensure you are able to transfer to the validating partner to complete their studies;
- where the above is not possible, supporting you to transfer to an appropriate programme at another provider and, where appropriate, through compensation, where, because of disruption to their studies, you have suffered demonstrable, material financial loss;
- merging with another institution to maintain all or part of MLA College's current provision.

<b>SUMMARY OF MLA COLLEGE'S RISKS TO STUDENTS</b>			
		<b>Outline of reasons for risk assessment</b>	<b>Summary of mitigation</b>
<b>Event requiring student protection</b>	<b>Likelihood of event happening in academic year 2021 (Minimal; Very Low; Low; Medium; Likely; Very Likely)</b>		
If key academic staff involved in the delivery of your programme are unavailable.	Low	MLA College always plans to minimise the impact of such changes on students but recognises that changes to staffing occur for a variety of reasons.	MLA College has access to a bank of qualified experts for its provision and would seek to replace a member of staff who leaves unexpectedly.
If we need to make major in-year changes to your programme or module, or a particular module choice is unavailable.	Low	Wherever possible, MLA College plans ahead over the life of a programme so that requirements for major changes in-year are minimised.	We will work to ensure that programme learning outcomes are protected, and alternative choices are provided where possible.
If we cease delivering a programme (or if this were to become likely) or change its delivery mode.	Low	MLA College may take decisions to close or suspend programmes particularly if the student numbers are low.	We will 'teach out' programmes maintaining academic quality and integrity; or facilitate a transfer to another suitable programme.
If MLA College ceases to work with a particular validating partner institution.	Low	This is more likely to occur if our validating partner makes the decision to cease or wind-down partnership activities with us. We have a long term relationship with the University of Plymouth which is formally set out in an Academic Co-operation Agreement (ACA) which automatically renews every two years and with a full review every 5 years.	We will try to ensure that changes occur in a transitional manner which minimises disruption. We would seek to revalidate existing courses with other Higher Education Institutions where possible, but the validating partner will be required to discharge its responsibilities to students enrolled on programmes leading to its awards.
If part or all our campus (or teaching location) closes.	Very Low	Although MLA College is primarily a distance learning institution, some courses have summer schools or short residential elements.	We risk assess each summer school/residential session as a matter of course, and generally have numerous options for alternative delivery locations if required.
If IT failure affects the delivery of our distance learning programmes and modules.	Medium	The programme delivery is generally reliant on robust IT infrastructure. An IT failure at MLA College could impact on students' ability to complete their programme of study.	MLA College has an IT Interruption and Business Continuity Plan which outlines the measures to be put in place in the event of a breakdown in the IT infrastructure.
If MLA College ceases operating (institutional failure).	Low	MLA College is in a relatively secure financial position with robust arrangements in place for its financial governance and management. MLA is supported by its main shareholder BAU Global Limited and its owners who have provided working capital on a long term basis, guaranteed the payment of other loans that MLA has and procured a bank guarantee in the event that further working capital is needed.	Robust financial governance and management would provide early indicators of any potential financial failure. Subordination of debts has been used to mitigate the risk of unplanned calls for payment by shareholders who are the major creditors. Should the College cease operating, students are expected to be offered the opportunity to complete their studies with the relevant validating partner institution, currently the University of Plymouth, who carries ultimate responsibility for continuity of study for students registered on their programmes.