



Open College of the Arts

Student Support

# Student regulations, procedures and policies

# STUDENT REGULATIONS, PROCEDURES AND POLICIES

## CONTENTS

- A Conditions of Enrolment
- B Complaints Procedure
- C Requests for Tutor Transfers
- D Learner Support Strategy
- E Appeals against Assessment Outcomes
- F Offensive Content Policy
- G Data Protection and Confidentiality Policy
- H Deferrals, Extensions and Re-instatements
- I Plagiarism and Malpractice in Coursework and Assessments
- J Equality and Diversity Policy
- K Student Association Constitution

## CONDITIONS OF ENROLMENT

### 1. General understanding

- a. I understand that payment of the course module fee entitles me to:
  - i. a set of the course materials relevant to my course (for my personal use but not to be copied for use by others);
  - ii. tutorial support (related to the specific course module) for a period of up to 24 months;
  - iii. access to the student website, including web forums, and on-line resources;
  - iv. have my work assessed at the end of the course module (subject to confirmation by my tutor that my work is of a sufficient standard to make this worthwhile);
  - v. membership of the OCA Student Association (OCASA)<sup>1</sup>.
- b. I understand that the fee as quoted is non-negotiable. In particular, I understand that, if I choose not to take up one or more of the components listed above, that will not entitle me a full or partial refund. The situations in which refunds are considered are made explicit in subsequent sections of these Conditions.
- c. I accept that both the OCA and also individual students have *responsibilities*, as well as *rights* (see the Partnership Statement in the Student Handbook<sup>2</sup>). In particular, I acknowledge that I have a responsibility to treat tutors, fellow students and Head Office staff with respect, just as I have a right to be treated with respect by them.
- d. Similarly, I accept that it is my responsibility to organise my studies and submit my assignments. I understand that my tutor will provide support and encouragement, but that he or she has a right to expect me to demonstrate commitment to my own learning.
- e. The OCA undertakes to consult with OCASA<sup>1</sup> over any significant changes to the Conditions of Enrolment. Interpreting what constitutes a 'significant' change is for the OCA. However, any students feeling that the interpretation of what is a 'significant' change has been unreasonable may raise the issue with OCASA. The latter's representatives may raise any such concerns with the Teaching and Learning Committee if they agree with the view expressed by the student; but they are not bound to do so.

### 2. Status as an *undergraduate* or *personal development learner*

- a. In line with the OCA's open access policy, I accept that all students whose enrolment is accepted will have access to tutorial support from the OCA and will be supported to derive maximum value from their studies. However, I understand that not all those who enrol will reach degree level standards. This leads to two parallel strands of OCA learners: those who are studying with a view to gaining an HE qualification (*undergraduates*) and those studying for pleasure and personal development (*personal development learners*). Both groups study the same materials and carry out the same assignments but I understand that the type of feedback given by tutors will depend on the strand I am in.
- b. I accept that, if I am in the *personal development learner* strand, I will not normally submit my work for formal assessment. However, if it is my first Level 1 (HE4) course module and I am undecided, I understand that I should seek advice from my tutor.
- c. Even if I have indicated that I am starting out in the *personal development learner* strand, I understand that I *may* be able to move into the *undergraduate* strand, provided my tutor

---

<sup>1</sup> OCASA is in the process of formation and membership will commence during 2011/12.

<sup>2</sup> The Partnership Statement has not been published as yet. It will be produced jointly with OCASA.

agrees that I appear to have the potential to reach the required standards. I understand that this decision has to be made *before* the deadline for submitting my work for assessment, as I would not be able to claim retrospective credits for course modules which were not assessed at the time. I accept that it is my responsibility to notify OCA Head Office if I decide (having consulted with my tutor) to change strands.

### **3. Data protection**

- a. I accept that the OCA will keep personal data about me. This will normally be of two types:
  - data which has a direct relevance to my studies (e.g. contact details, course modules studied, materials sent out, tutors allocated, assignments submitted);
  - data which enables the OCA to monitor our open access, and diversity and equality policies (e.g. highest prior qualification reached, ethnicity). Data on the latter is only reported in aggregate.
- b. I understand that the OCA will maintain personal data concerning physical or mental health, where I am notifying additional needs, or applying for a deferral or extension on medical grounds.
- c. I understand that personal and learning-related information which is directly relevant to my studies will be passed to my tutor - but never to any third parties, without my express prior permission.
- d. I understand that details about my personal finances will only be kept where they are directly relevant, such as in connection with making payments by instalments, applications to the OCA's Learner Support Scheme, or to Student Finance England (or Wales or Northern Ireland). OCA commits to destroy such financial records as soon as they cease to be directly relevant.
- e. The OCA is registered with the Information Commissioner's Office and has its own data protection policy (see Student Regulations). All data will be held under the provisions of that policy. In brief, information must be:
  - fairly and lawfully processed;
  - processed for specified purposes;
  - adequate, relevant and not excessive;
  - accurate and up-to-date;
  - not kept for longer than is necessary;
  - processed in line with individuals' rights;
  - secure;
  - not transferred outside the European Economic Area without adequate protection.
- f. I understand that, if I register with Buckinghamshire New University (see Section 5) with a view to obtaining a qualification, I will be asked to supply personal and learning-related data which will be passed to that university. All data supplied by the OCA to Buckinghamshire New University will be held under the provisions of the latter's own data protection policy.

### **4. Direct Entry**

- a. I understand that, if I am in the 'undergraduate' strand, I must complete all the specified course modules at each level before progressing to the next level. If I have any accredited prior learning which provides exemption from lower level course modules, I must ensure these credits are in place before enrolling onto a course module at the higher level.
- b. If I choose to enrol onto Level 2 or 3 (HE5 or 6) without being able to provide evidence of having obtained the credits for the lower level learning, I understand that I will be classed as

a *personal development learner* and not be eligible for formal assessment of the work on the higher level course module<sup>3</sup>.

- c. Having completed the final course module at one level, I understand that if I wish to move straight on to a course module at a higher level *before receiving the result of that assessment*, I may do so. However, I accept that - if I discover subsequently that I have been unsuccessful in the assessment of the lower level module - I will be required to suspend/defer my studies at the higher level until I have secured the credits required at the lower level; this will involve re-working and re-submitting my work.

## 5. Status as OCA and/or Buckinghamshire New University

- a. I recognise that I will be enrolled as an OCA student from the moment the OCA takes my payment. This means that I will be bound by the Conditions in this document at all times (subject to amendments, additions and other changes introduced from time to time).
- b. I understand that I will also be registered as a student with our validating university (Buckinghamshire New University) if I am in the *undergraduate* strand (as opposed to the *personal development learner* strand). The dual registration starts from the moment my work is successfully assessed for the first time. From this point on, I will be subject to the relevant regulations of Buckinghamshire New University, *as well as those of the OCA*.

## 6. Financial aspects

- a. I understand that, for a period of up to 14 days after receipt of the course materials from OCA, I can claim a full refund by returning the materials complete, in excellent condition, securely packed and by recorded delivery - to arrive at the OCA by the end of the 15<sup>th</sup> day. After this initial period, I accept that the materials will belong to me and are non-returnable.
- b. The OCA accepts that, for students living outside the UK, it will sometimes be unrealistic for materials to be returned in the timescale set out in 6a. I accept that, *if I live outside the UK*, I must notify the OCA *by email* by the end of the 14<sup>th</sup> day if I want to take up the refund option; I will indicate in this email a target date for return of the materials in perfect condition, as described in 6a. I understand that, whilst the overseas supplement will *not* be repayable, the fee for the course module itself will be refunded (as in 6a).
- c. I accept that, after the 14 days have elapsed but *still within 30 days of receipt of course materials*, the OCA will still consider making a *partial* refund. The amount to be refunded would depend on the level of the course module but is calculated on the basis of charging for the course materials, distribution costs, up-front fee for the tutor, and administrative costs – but refunding the balance. *I understand that refunds are not normally payable after the 30 days have elapsed*.
- d. I understand that, if I pay for a full 'level' up front i.e. 3 course modules at Level 1 (HE4), or 2 course modules at Levels 2 or 3 (HE5 or 6) - but decide to withdraw before starting a second or subsequent course module - I will be entitled to a full refund for any course modules I have not started, provided I inform OCA Head Office before the course materials are dispatched. For any course modules where materials have already been dispatched but no assignments have been submitted, the provisions of paragraphs a, b and c above will apply.
- e. I understand that any refunds paid will be calculated on the basis of the fee actually paid by the student at the time, not the fee currently applying.
- f. I understand that, if I live overseas, I will be liable to pay an additional fee. Different supplements are charged, depending whether students live in the EU or further afield.

---

<sup>3</sup> There could be occasional exceptions to this general rule (e.g. students wishing to study the three Composing Music modules in sequence), but any such exemptions *must be agreed with the Academic Registrar in advance and confirmed in writing*.

- g. I accept that, if I live outside the EU, OCA has no financial liability for any additional costs that may be levied by the customs offices in my country. I recognise that I would be liable for any additional payment required in order to release items such as course materials, assessment submissions or returned assignments.
- h. I accept that fees for OCA course modules and supplementary charges (e.g. for receiving Face to Face feedback) are liable to increase from time to time. Such increases will be announced in advance and are normally introduced with effect from 1<sup>st</sup> July each year.
- i. OCA guarantees that OCASA will be consulted over any price increase in advance, although the final decision will rest with OCA Trustees.
- j. Any price increases will only be applied from the point at which on-going students re-enrol. No supplements will be levied mid-course.
- k. I understand that, if I am paying by instalments but fall behind with my payments, the OCA will suspend my tutor support until the outstanding payments are made in full.
- l. I understand that any payments still outstanding after a period of 28 days will be referred to OCA's debt collection agency and will be subject to a surcharge of 15% (plus VAT at the prevailing rate) to cover the collection costs incurred. I accept that this surcharge, together with all other charges and legal fees incurred, will be my responsibility and will be legally enforceable.

## **7. Use of ICT**

- a. I understand that, by enrolling for an open learning course module, I am expected to have access to a computer with internet access (for exceptions see 7f below). In addition, I recognise that it is my responsibility to be competent at carrying out simple activities (see 7b) using a computer.
- b. Examples of 'simple activities' include receiving and sending emails, adding and opening attachments, searching the web, and opening and running files from the web. There may be additional requirements applying to specific course modules (e.g. access to, and familiarity with, notation software for Composing Music and photo-manipulation software for Photography students). These latter requirements will be made clear to me before starting the course module.
- c. The OCA will provide limited ICT support by phone (e.g. over problems with registering for the student website or opening a video on the blog). However, I recognise that it is not the OCA's responsibility to provide technical ICT support.
- d. I accept that it is my responsibility to maintain my computer in good working condition and to resolve any software issues that are not directly linked to the OCA websites or course materials.
- e. I accept that it is my responsibility to use effective, up to date virus protection at all times. The OCA also commits to adopting best practice in securing and maintaining its systems. However, the OCA cannot be held liable for any problems with students' ICT equipment arising from actual or alleged viruses emanating from tutors or Head Office.
- f. The OCA is willing to make occasional exceptions to the requirement for students to have access to ICT (i.e. the position set out in paragraph 7a above). Exceptions may include students with special or additional learning needs, or those in custodial institutions who are not able to use a computer or access the internet. In such circumstances, students must make the position explicit with the OCA Head Office at the time of enrolling – or within the 14 day window for full refunds. If the OCA is willing to make exceptions to this general principle and provide a customised arrangement, this will be confirmed in writing (or by email) and the position explained to the tutor on the student's behalf.

- g. If the OCA turns down a request to deliver tutor services on a non-ICT basis at the outset (i.e. as in 7f), a full refund will be given. However, if I do not explain the situation and gain exemption at the outset – but subsequently withdraw as a result of not being able to carry out simple activities using ICT – I recognise that I will not be entitled to any refund after the 30 day window.
- h. If I were to *become* unable to use ICT, after having started the course module in good faith (e.g. because of a new medical condition), OCA will use its best endeavours to keep providing tutorial support on a flexible basis and without additional charge. However I understand that I may be asked to provide evidence of the new circumstances (e.g. a letter from my GP).

## **8. Membership of OCASA<sup>4</sup>**

- a. I understand that, as an enrolled student, I am entitled to membership of the OCA Student Association (OCASA). This membership lasts for as long as I am an active student but ends on completion of the course module (unless I re-enrol straightaway).
- b. If I would prefer not to take up my membership of OCASA, I accept that it is my responsibility to inform both OCASA and OCA Head Office.
- c. I accept that the OCA will deduct at source a contribution from my enrolment payment and that this entitles me to draw on OCASA services. However, I also accept that I am not entitled to a refund of this contribution if I decide not to take up my membership of OCASA.

## **9. Access to tutor**

- a. I understand that the fee I have paid includes an allowance for receipt of individual written feedback from my tutor for each of the assignments (typically 5 or 6) set for the course module.
- b. I understand that the *exercises and/or projects* set out in the course materials (as opposed to the *assignments*) are provided to help me work towards the next assignment and are not designed to be submitted to my tutor. However, I recognise that they could form part of the assessment (if I am in the *undergraduate* strand), through being part of the learning log submitted at the end of the course module.
- c. I understand that, whilst tutors will try and help on an informal basis in between assignments, this is not part of their contractual obligation. Any *additional* support is therefore provided on a goodwill basis.
- d. In order to provide an indication as to what is reasonable in these circumstances, students should generally not raise small queries (say, requiring a 5-minute response) more than once a week and not ask for more complex advice (say, requiring up to half an hour in all, including drafting emails or speaking over the phone) more than once a month. In any disputed situations, the interpretation of what is 'reasonable' rests with the OCA.

## **10. Allocation and transfer of tutors**

- a. I accept that it is the responsibility of the OCA to allocate tutors to students for all Level 1 (HE4) and Level 2 (HE5) course modules.
- b. I understand that it is good practice to have different tutors if I study more than one course module, as I will pick up complementary insights. In exceptional cases (e.g. where students have an area of special interest), I understand that they may indicate a preference for a specific tutor - but the OCA is *not obliged* to allocate the requested tutor.

---

<sup>4</sup> OCASA is in process of being established (July 2011). The details of membership will be published as soon as they are available.

- c. I understand that, for all Level 3 (HE6) course modules, I have a right to *indicate a preference* for a tutor on the list approved for that course module. I accept that, whilst the OCA will use best endeavours to make that tutor available, it will not always be possible. In these circumstances, I understand that the OCA will discuss the situation with me and suggest suitable alternatives. I accept that I will not have a case for a refund if my preferred tutor is not available, provided the OCA makes available a suitably qualified alternative.
- d. I accept that it is a shared responsibility between my tutor and me to make the relationship work effectively. However, if problems arise which we are unable to resolve amicably, I understand that I have a right to request a tutor transfer.
- e. I accept the provisions of the Tutor Transfer policy, as set out in the Student Regulations.
- f. I accept that, if I am granted a formal deferral (see Section 17), it may not be possible to reallocate me to the same tutor when I restart my studies. The decision will be taken by the OCA on the basis of tutor availability.

#### **11. Face to face students**

- a. I understand that the OCA does not guarantee to make the Face to Face mode available.
- b. If a tutor who currently provides the Face to Face mode ceases to provide these services on behalf of the OCA, I understand that I will be offered an alternative tutor in the area, provided that one is available. However, I recognise that sometimes there will *not* be an alternative tutor within reasonable travelling distance. If this happens, I will be offered the open learning mode for the balance of the course module.
- c. If I feel strongly that I do not want to transfer to the open learning mode, I may seek a refund at this point for the balance of the course module not completed. If agreed, this will be calculated on the following basis:
  - i. the cost of the materials is non-refundable;
  - ii. tutor fees for assignments which have already been completed are non-refundable;
  - iii. tutor fees for all assignments *not yet submitted* will be refunded on a pro rata basis without incurring any additional administrative charge (recognising that the situation is not of the student's creation).
- d. Any decisions on the amount of refund payable will be for the OCA. However if I am unhappy with any such decision, I understand that I may follow the Complaints Procedure (see Section 15).
- e. I understand that, if I wish to cancel or reschedule a feedback session for any reason other than sickness or another emergency, I must give at least 5 working days' notice to my tutor. I accept that, if I cancel less than 5 working days before a scheduled session, I will be liable to pay a re-arrangement fee of £30, unless I can demonstrate that the reason for the cancellation is sickness or another emergency; I understand that it is my responsibility to provide the supporting evidence in such a case.
- f. If a tutor has to re-arrange a scheduled tutorial, every effort will be made to give as much notice as possible. The student will be consulted over the re-arranged time and their commitments taken into account so as to minimise any inconvenience. No refund is payable in these circumstances, unless the session has to be *cancelled* (as opposed to re-arranged) and no suitable replacement tutor is available. In the latter situation, paragraph 11b will apply.

## 12. On-line etiquette

- a. I understand that the primary purpose of OCA and OCASA<sup>5</sup> web forums is to exchange views about arts related topics and the learning experience – not to make complaints. I accept that, if I am dissatisfied with any aspect of the OCA, I will take that up privately with the tutor or Head Office team member concerned first, as specified in the Complaints Procedure.
- b. As an OCA student, I agree to follow the rules of netiquette<sup>6</sup>. In particular, I recognise that I have a responsibility to respect the confidentiality of tutors and/or other students both generally and specifically in relation to forums, blogs and social networking sites.
- c. Similarly, I accept that, if I participate in forums, blogs or social networking sites, whether internal to the OCA or external, I will exercise discretion over any references to tutors or other students. In particular, I accept that I should not make inflammatory or provocative comments or give unbalanced accounts of incidents or interactions.
- d. I accept that, if I make comments which are inflammatory or provocative, or give unbalanced accounts of incidents or interactions, the OCA has a right to take disciplinary action against me (see Section 16).

## 13. Assessment

- a. I understand that my tutor will give me advice as to the level at which I am working and that this advice will include guidance as to whether it would be in my interests to submit my work for assessment. I accept that, if I am in the *personal development learner* strand, it is unlikely that I would be advised to submit my work for formal assessment.
- b. I accept that, if I have any charges outstanding to my account (e.g. instalment payments not made), I will not be able to submit my work for formal assessment.
- c. I understand that the only grounds I have for making an appeal against an assessment result is if I can show that the *process itself* has been unfair or flawed in some way (see the Appeals Against Assessment Outcomes policy in the Student Regulations). In particular, I accept that I cannot appeal against the *result* or *advice for future development*: academic judgements made by the assessors are subject to scrutiny by external examiners appointed by our validating university and cannot be made the subject of appeal.

## 14. Offensive content

- a. I understand that the OCA has an Offensive Content policy which expressly forbids the creation, display, production and circulation of content which could be perceived as abusive or offensive. This applies to work in any form or any medium. I understand that tutors are required to bring such content to the attention of OCA Head Office.
- b. I understand that, if I am unsure whether my work would fall into this category, I am entitled to submit a sample to the OCA Head Office for guidance. Any such work will be reviewed by the Curriculum and Quality Committee and the result notified to me. There will be no penalty in such a situation provided that any work deemed to be offensive is immediately withdrawn or adapted within the provisions of the Offensive Content policy.
- c. I agree to be bound by the provisions of the Offensive Content policy in the Student Regulations.

---

<sup>5</sup> OCASA is in process of being established (July 2011). Further details of their services will be published as soon as they are available.

<sup>6</sup> Netiquette is the term used for internet or network etiquette. Conventions include not typing in capitals or enlarging fonts for emphasis, which is considered to be the equivalent of shouting.

## 15. Complaints

- a. I understand that, if I am unhappy with any aspect of my experience with the OCA, I should take it up informally and in a timely manner with the individual concerned first, wherever possible. However, if I feel that the situation is too serious to be dealt with in this way, I understand I can seek guidance from the Head of Learner Support.
- b. If the issue cannot be resolved satisfactorily through informal channels, I will go through the stages set out in the Complaints Procedure in the Student Regulations. I accept that any complaints must be made *at the time*. This would normally be defined as within 28 days of the date of the incident.
- c. I accept that I have no right of appeal to Buckinghamshire New University unless I am registered with that institution (see Section 5) - and until I have exhausted the procedures in the OCA's own Complaints Procedure.
- d. I understand that, if I make a vexatious complaint (a complaint which alleges serious malpractice on the part of the OCA, but which on investigation is found to be clearly untrue), the OCA has a right to take disciplinary action against me (see Section 16).

## 16. Disciplinary action

- a. I understand that there are two situations in which the OCA reserves the right to cease providing tutorial support and/or to reject an application to re-enrol:
  - i. The first is when the student has made a succession of complaints which are judged to be unfounded. In such situations, a point is reached beyond which it is in neither the student's nor the OCA's interests to continue with a relationship which has clearly broken down. Notice will be given to the student before such a decision is taken; and a partial refund will be given where not all the assignments have been completed (the calculation will be as in paragraph 11c).
  - ii. The second is when a malicious allegation is made against an OCA employee, fellow student or tutor which, on investigation, is judged to be wholly unfounded. In such a situation, no notice would be given and no refund would be payable.
- b. In both of the above situations, I understand that I have a right of appeal to the Chair of the Trustees, whose decision will be final. I understand that OCASA<sup>7</sup> will be available to give informal advice, independent of the OCA Executive.

## 17. Updating of course materials and withdrawing course modules

- a. I understand that the OCA is continually improving its course materials and that there will be occasions on which students will still be studying a previous version, despite a new version having been issued.
- b. I accept that I will continue to use the original materials as sent at the beginning of the course module; that my tutor will continue to provide feedback on the assignments as defined in the original version (if different); and that my work will be assessed against the criteria applying at the time of the original course materials being sent out.
- c. I understand that, from time to time, the OCA withdraws course modules as they come to the end of their useful life and/or market intelligence suggests they are no longer sufficiently popular to justify continued support. OCA will give a minimum of 3 months' notice when such a withdrawal would impact on students' degree pathways. OCA will also commit to providing tutor support for the full 24 month period to which students are entitled even if the course module has been withdrawn.

---

<sup>7</sup> OCASA is in process of being established (July 2011). Further details of their services will be published as soon as they are available.

### **18. Duration of course module, including deferrals and extensions**

- a. I accept that I have a period of 24 months, after the date of the course materials being dispatched, within which to complete the course module. This allowance already builds in some 'slack' for unproductive periods, since most students complete course modules in around 9 to 15 months.
- b. I understand that, if circumstances arise which place a question mark over my likelihood of completing the course module in this timescale, I have a right to request a deferral (stopping the clock during the 24 month period for a defined period, after which the original timescale is resumed) or an extension (putting the final deadline back).
- c. I understand that requests for deferral or extension must be made in good time and that the OCA will expect to see that I have been making reasonable progress before the change in circumstances. I accept that the final decision as to whether I have made 'reasonable progress' will be made by the OCA, but will typically be demonstrated by completion and tutor review of 3 or more assignments.
- d. I accept that OCA will make decisions about such requests using the Deferrals, Extensions and Reinstatements policy, as set out in the Student Regulations and that I may be asked to provide evidence to support my case. I accept that I will have no separate right of appeal, other than by going through the steps outlined in that policy.

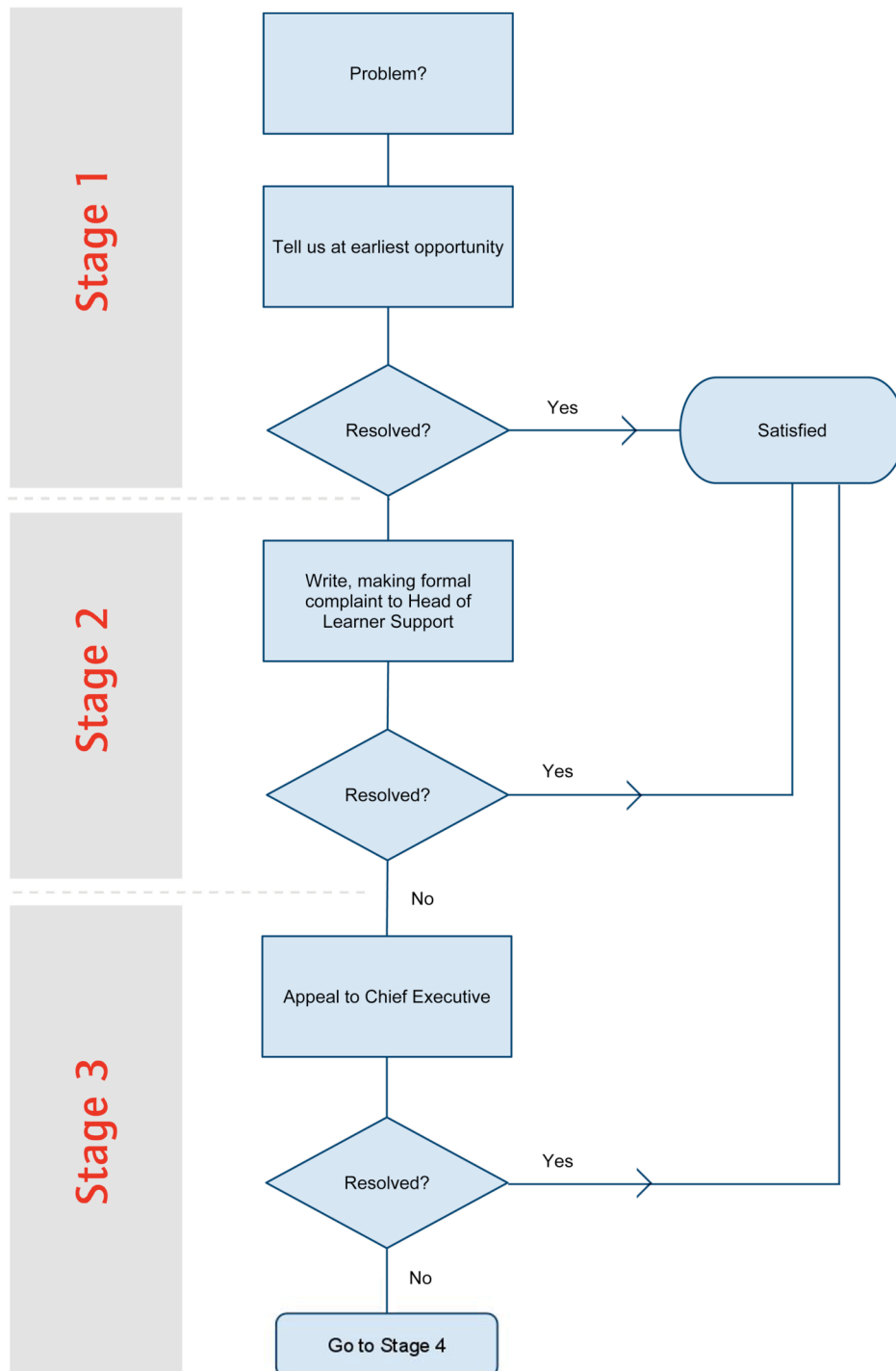
### **19. Use of student work**

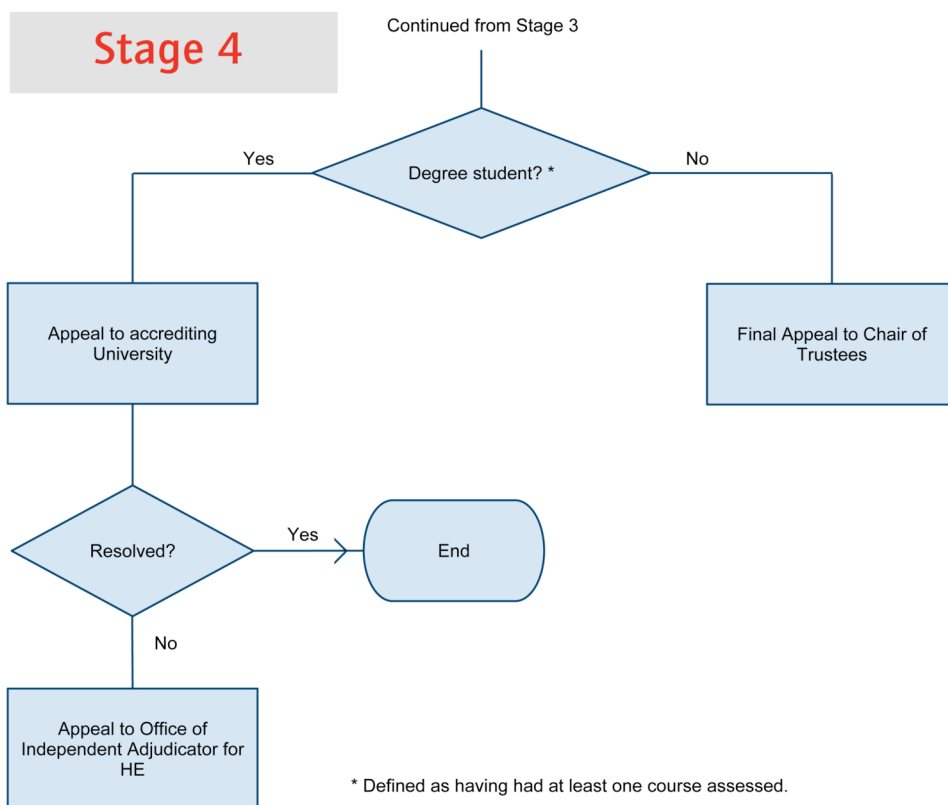
- a. In enrolling, I grant the OCA a license to reproduce any of my student work (including written work, photographs of art work or original musical scores or photographs) for promotional purposes. In granting this license, I retain the copyright on my work.

# COMPLAINTS PROCEDURE

## Overview

- The OCA operates a 4 stage complaints procedure. This is illustrated diagrammatically in the two figures below (second is overleaf). The process is then described stage by stage.





## Principles

2. The three main principles that underpin the Complaints Procedure are as follows:

- complaints should always be made diplomatically. We accept that students will sometimes be angry or frustrated but it is always preferable to calm down before taking action. We for our part will also commit to being professional and polite. After all, it is in all of our interests to resolve difficulties promptly and effectively;
- complaints should always be raised as soon as possible after the incident in question. Complaints dating back beyond 28 days would not normally be investigated unless there was a compelling reason why there had been a delay;
- complaints should always follow the steps described below (and shown in the diagram above). Complaints which seek to bypass the first steps without due reason will be rejected – with the student advised to follow the steps as defined.

## Stage 1

3. Students should always speak to their tutor first if they are unhappy with any aspect of their course (unless the complaint is potentially very serious and is about the tutor him/herself). Similarly, if the complaint is about issues with Head Office (e.g. disputes over refunds), students should explain their concern to the team member first, before escalating matters.

## Stage 2

4. When the informal route has proved unsuccessful – and/or where the matter is serious – students should state their concerns in writing to the Head of Learner Support (Woody Whittick). This can either be by post or by email ([woodywhittick@oca-uk.com](mailto:woodywhittick@oca-uk.com)).

5. The reason we suggest the complaint is put in writing is because it prevents any misunderstanding later about what was said. However, the Head of Learning Support is always happy to have an informal word first if the student would like to talk it through before submitting the complaint.
6. The Head of Learner Support will then look into the complaint and explore the points made. She will send a response (normally by email) within 14 days of receipt of the complaint. In any situations where a delay is anticipated (e.g. because of the complexity of the issues or because of sickness or annual leave), an acknowledgement will be sent within 14 days with a firm deadline given for providing the substantive response.

### Stage 3

7. In any situations where the complaint is still not resolved, the student may write to the Chief Executive at this point, stating their reasons for being unable to accept the response from the Head of Learner Support. Please note that the Chief Executive will not be able to act in situations where Steps 1 and 2 have not been followed.
8. The Chief Executive will give his decision in writing within 14 days. This will be the final stage of the process, unless the student decides to appeal against the Chief Executive's decision.

### Stage 4

9. The appeals process in Stage 4 is different, depending on whether the student is an undergraduate or a personal development learner. This is because undergraduate<sup>8</sup> students are registered with our validating university and may follow their appeals process should they wish to do so.
10. The criterion for determining whether students may appeal to our validating university is whether they have already had at least one course module successfully assessed. For the avoidance of doubt, we note that *neither* students who *intend* to go on for a full degree - but have not yet had their first course module assessed - *nor* students who have put their work in for assessment *but been unsuccessful* will be eligible to appeal to our validating university.

#### *Personal development learners*

11. The right of appeal for personal development learners is to the OCA's Chair of Trustees. Students should write to the Chair (c/o Head Office) and state clearly why they are unable to accept the final decision reached by the Chief Executive.
12. The Chair of Trustees will provide a written response within 30 days of receipt of the appeal. The Chair's decision is final.

#### *Students registered with our validating university*

13. The right of appeal for students registered with our validating university is to the university itself. Further details of the process are provided on the Buckinghamshire New University website<sup>9</sup> at: [http://bucks.ac.uk/registrydocs/catalog/aq\\_acadappeals\\_sep08.pdf](http://bucks.ac.uk/registrydocs/catalog/aq_acadappeals_sep08.pdf)
14. Steps beyond an appeal to our validating university are covered in the latter's procedures. However our understanding is that, in certain circumstances, students can appeal to the Office of the Independent Adjudicator for HE (OIA).

---

<sup>8</sup> In this context, postgraduate students are in the same position as undergraduate students as they are registered with our validating university from Day 1.

<sup>9</sup> Postgraduate students should follow the equivalent procedure at the University for the Creative Arts.

15. Further information and Scheme Application Forms can be obtained from the OIA website at [www.oiahe.org.uk](http://www.oiahe.org.uk) ,or you can telephone or write to ask them for a form. Their address is: Office of the Independent Adjudicator, Third Floor, Kings Reach, 38-50 Kings Road, READING RG1 3AA (Tel: **0118 959 9813**; Email: [enquiries@oiahe.org.uk](mailto:enquiries@oiahe.org.uk)).

#### **Confidentiality of complaints involving tutors**

16. Please note that we cannot give an unconditional guarantee that we will not contact tutors to invite them to comment on allegations made against them by students. This is a complex and sensitive area and full details of our policy on this are set out in Annex I to our Tutor Transfer Policy (see Document C in this handbook).

## REQUESTS FOR TUTOR TRANSFERS

### A two tier approach

1. The OCA policy on responding to requests from students to change their tutor is based on the following considerations:
  - supporting the OCA's commitment to quality of delivery;
  - supporting the OCA's commitment to fairness and equality of opportunity;
  - enabling students to derive maximum enjoyment from their learning experience;
  - enabling as many students as possible to complete their course module successfully;
  - recognising that, when the interaction between a student and a tutor is not working, it is not necessarily anyone's *fault*. Whilst it is sometimes clear that one or other party is at fault, on other occasions it can simply be a case of the 'chemistry' not working;
  - responding *appropriately* to requests for transfers (i.e. not treating minor difficulties as major crises on the one hand, but not ignoring potentially serious situations on the other hand);
  - balancing the legitimate interests of both students and tutors.
2. In outline, the OCA adopts a two tier approach:
  - on the *first occasion* a student requests a transfer, the expectation is that the request would be approved in the majority of cases without detailed investigation;
  - on *second and subsequent occasions*, a student would be asked to indicate their reasons in writing and advised that Head Office will look into the circumstances before responding
3. In both situations, any serious allegations (e.g. regarding the tutor's professionalism) would be investigated as a matter of priority.

### First occasion

4. If a student feels that the interaction with their tutor is not working well, the starting point would be for them to have an informal word with their tutor. It is usually possible to sort out misunderstandings without resorting to the tutor transfer policy.
5. However, if the concern is not one which the student feels able to discuss with the tutor, they may contact a member of the Operations Team at Head Office and request a transfer.
6. Where the issue appears to be one of 'chemistry', without any serious concerns about professionalism, the transfer would normally be agreed over the phone and processed swiftly. OCA commits to completing the transfer within 10 working days, so as to minimise the gap in the student's tutor support. Head Office will confirm the transfer to the student in writing.
7. Head Office will inform both the 'old' and the 'new' tutor of the stated reason for the transfer, in the spirit of transparency, but no negative record will be made on the 'old' tutor's file, other than the simple fact of the transfer being implemented.
8. The only situations in which student requests for transfers are researched further under this 'first occasion' heading is, firstly, where a pattern begins to emerge i.e. when several students at different times and for different reasons request a transfer away from the same tutor. In these circumstances the Director of Quality will explore further in consultation with the tutor; one outcome could be development work with the tutor.

9. The second situation is where the case appears to be more serious (e.g. allegations of tutor inaccessibility, insensitivity or unprofessional behaviour). In these circumstances, Operations Team staff will refer the issue as a matter of urgency to the Director of Quality. In the latter case, it would be investigated as if it were a second or subsequent request (see below).
10. Please note that we cannot give an unconditional guarantee that we will not contact tutors to invite them to comment on allegations made against them by students. This is a complex and sensitive area and full details of our policy on this are set out in Annex I to this document.

### **Second or subsequent occasion**

11. On a second or subsequent occasion on which a student feels the relationship with his or her tutor is not working well, the starting point would again be for the student to have an informal word to see if the issue can be addressed amicably.
12. If this has failed to resolve the issue (or if it is too serious to be dealt with in this way), the student should contact a member of the Operations Team at Head Office. Following a brief discussion – and if the student decides to go ahead with a second or subsequent request – he or she will be sent a simple pro forma requesting more details.
13. The pro forma offers 4 main reasons for making the request, as follows:
  - chemistry (personality, style etc);
  - accessibility (tutor's ease of being contacted, speed of response etc);
  - feedback provided on assignments (practical usefulness, diplomacy etc);
  - other.
14. Space is given on the pro forma for more information to be given, adding depth to the stated reason. For example, the student should indicate what they feel the tutor should have done differently; and to confirm when and how they raised the matter with their tutor (recognising that, in extreme cases, it would be reasonable for this latter action not to have been undertaken).
15. Completed pro formae are reviewed initially by the Head of Operations. Where the prima facie reason is *tutor-related*, the case is passed to the Director of Quality for decision. This includes the decisions as to:
  - whether to approve or reject the request;
  - whether further action is needed with the current tutor.
16. Where the prima facie reason is *student-related*, the investigation and decision on next steps would be taken by the Head of Learner Support. Where the request seems unreasonable - and/or the expectations held about their tutor appears unrealistic – the Head of Learner Support would discuss the situation with the student (and perhaps the tutor also) in order to ensure everyone understands what is 'reasonable'. The outcome in situations like this would often be a notification to the student that the request had been turned down, together with a brief explanation.
17. If, on investigation, there did appear to be issues around tutor standards and development needs, a second tutor transfer would be approved, and the Head of Learner Support would refer the case to the Director of Quality for follow up with the tutor.
18. In extreme cases, where the Head of Operations or Head of Learner Support conclude that the allegation is not only unfounded but malicious, the OCA would reserve the right to cease providing tuition for that student, without offering any refund (see Section 16 of the Conditions of Enrolment).
19. In all cases, the simple facts of the request and outcome will be recorded on the student's and tutor's record at Head Office.

20. All decisions on tutor transfer requests are made by Head Office staff. If students are not happy with the decision, they have no right to a full or partial refund. However, they would still be able to return to the same course module with the same tutor without charge, provided they accepted the decision and the tutor had no objections.
21. Annex 1 overleaf sets out our line on contacting tutors to invite comments on allegations made against them by students.

## **Confidentiality of complaints about tutors**

1. The OCA is committed to maintaining consistently high standards of academic provision and of customer care, and we place a high value on the views of everyone within our community. We therefore encourage students to tell us about issues of concern regarding individual or general matters so that we can investigate and take action where appropriate to put things right. We are committed to acting on student feedback to support us towards our goal of providing the best possible student experience.
2. We aim to foster an empowered community of self-directed learners supported by committed tutors and staff. In accordance with this community spirit and with the ethos of an 'open' college, we encourage our students to settle any day-to-day difficulties which may arise directly and openly with their tutors in an informal way (or certainly to attempt this in the first instance). However we recognise that awkwardness can arise and we do not wish students to put up with issues they find unacceptable which they do not feel able to resolve on their own. We also recognise that there are occasions when a more formal approach is called for. We are committed to investigating complaints fully, fairly, impartially, professionally and as quickly and effectively as possible. Full details of the Complaints Procedure are set out in Document B of these Regulations.
3. We recognise that students may feel concerned about an issue involving their tutor and wish to seek advice on a confidential basis and explore the seriousness of the situation with the Head of Learner Support. In such cases it may be possible for a general telephone discussion of the issues to be held without identifying either the student or the tutor. However, where a complaint is made which identifies a tutor, we may not be in a position to be able to keep the matter confidential, even where a student may not wish their tutor to know that a complaint has been made.
4. For example, where a complaint identifies unlawful discrimination, a safety concern or a potentially criminal act, the OCA has a legal responsibility to take appropriate action which might mean that confidentiality cannot be preserved.
5. Where issues are raised which identify a tutor and where it is clear that further investigation and/or action needs to be taken to ensure that the OCA's standards are maintained, it may be necessary to discuss and address the issues with the tutor concerned, and it may be impossible to do this without it being clear that somebody has drawn our attention to an issue. It could be clear to the tutor in such circumstances where the complaint originated from.
6. Sometimes a complaint may turn out to be based on a genuine misunderstanding or on an interpretation of events which is demonstrably unreasonable (for example where a student has failed to engage properly with the tutoring process). A complaint may even in rare circumstances turn out to be malicious or vexatious. We have to consider the moral right of our tutors to defend themselves against complaints by having the opportunity to present their own view of a situation and/or to demonstrate how they have acted reasonably.
7. It may therefore be impossible, inappropriate and/or undesirable for us to guarantee that the fact of a complaint will be kept from a tutor who is the subject of that complaint.
8. We therefore consider each case on its merits rather than adhering to hard and fast rules about precisely when and how we will maintain confidentiality or disclose details to other parties.

9. Our approach in all cases is to handle complaints with the highest possible degree of diplomacy, discretion and sensitivity, and we will require the other parties involved to adopt the same approach. Thus, for example, we expect any student making a complaint to observe suitable discretion on the matter while it is being resolved, and not to discuss it with other students or outside parties (e.g. online forums). We also expect that complaints will be raised civilly and in an appropriate communication style, and for our part we will always undertake to deal with complaints politely and diplomatically. We expect our students and tutors to engage with this process in the same open and constructive spirit.
10. As an 'open' college we are committed to working transparently, fairly and with integrity. We will keep you informed at every stage of the progress of our investigations, and explain the reason for any unavoidable delay in resolving a complaint. If we establish that our standards have not been met we will concede and address this and apologise. We will always do our best to redress any harm, distress or inconvenience caused to students, and we will ensure that no complaint which has been made in good faith will ever be used to the disadvantage of the person raising the complaint.
11. We will keep the *details* of complaints separate from other tutor records (other than noting the simple fact that a complaint has been recorded), and use complaints constructively as a means of improving the service we offer.

# LEARNER SUPPORT STRATEGY

## Background

1. The Open College of the Arts (OCA) has been delivering art education by distance learning since 1987. It is an educational charity with a commitment to widening access. The charity operates as a social enterprise, with market-based strategies and business approaches being employed to achieve sustainable, high quality provision of services, with any surpluses invested back into furthering the organisation's social and charitable aims.
2. Unlike conventional on-campus programmes, its students are geographically removed from their tutors. The student body includes many adults with work and family obligations who have less time to study than full-time students. They may have been out of formal education for some time or have had little previous access to formal education. A significant minority experience a range of disabilities or obstacles which impede their learning.
3. The OCA's approach is specifically designed to support and develop people who wish to learn in this way, no matter what their circumstances. However, the particular challenges presented by this mode of study necessitate proactive student support by the OCA in order to ensure that issues faced by students do not impact on their studies.
4. Until recently, this support was provided by the OCA administrative team and website manager, the students' personal tutors and course leaders. More complex issues were handled by OCA senior managers.
5. Whilst the OCA has always considered proactive learner support to be central to its approach, the development of a growing range of accredited degree courses has created a new range of student issues and a greater need for dedicated learner support. The organisation has planned ahead to ensure it is able to meet these needs.
6. The OCA therefore created a new post in 2011, namely Head of Learner Support, with dedicated responsibility for the provision, evaluation and development of an enhanced support and guidance service. The introduction of this new role is enabling the OCA to provide a higher level of support to students, and to gain a greater understanding of the barriers faced by learners and how these may be most effectively overcome. The postholder is taking forward the intensive work which was already ongoing to develop and enhance the OCA's policies and procedures to ensure robust and consistent learner support.

## Approach

7. The OCA has the following objectives with regard to Learner Support:
  - to widen access to, and participation in, art education;
  - to take proactive measures to ensure no-one is disadvantaged in accessing the OCA;
  - to provide the highest quality student experience, facilitating learning and encouraging students to become self-directed learners;
  - to respond to student issues diplomatically, sensitively, consistently, robustly and appropriately;
  - to offer tailored support to meet the needs of all students, enabling everyone to achieve their potential and participate fully in OCA activities and opportunities;
  - to ensure that the "student voice" is heard and responded to;

- to increase engagement in all aspects of the OCA by students, tutors and staff, leading to a greater sense of community and ownership;
  - to support tutors and staff in meeting the needs of students;
  - to liaise effectively with accrediting universities, funding bodies and other external organisations as necessary.
8. A more detailed action plan has been produced to set out the detailed ways in which this strategy is being implemented. As a management document it is not reproduced here, but the following bullets indicate its scope and broad content:
- the OCA's approach in relation to students who have challenging support needs;
  - communication arrangements in place to ensure students engage with their studies and receive appropriate support;
  - dedicated staff resources available at Head Office;
  - tutor development in the context of student support;
  - contribution from OCA Trustees;
  - additional support for students affected by disability;
  - reasonable adjustments for students with religious and/or cultural issues;
  - study resources;
  - websites available to students;
  - access to, and participation in, online forums;
  - specific support available to MA students;
  - OCASA (OCA Student Association);
  - financial support;
  - Accreditation of Prior Learning;
  - awards schemes;
  - other resources/ information/ opportunities for students.

## APPEALS AGAINST ASSESSMENT OUTCOMES

### Purpose

1. The purpose of the appeals procedure is to enable a student to query an assessment outcome when he/she believes that an injustice has occurred under the regulations.

### Scope

2. The regulations and procedures which follow apply to all undergraduate and postgraduate courses at the College.

### Grounds for appeal

3. A student may appeal against an assessment outcome on one or both of the following grounds:
  - that his/her performance in assessment may have been adversely affected by mitigating circumstances which he/she was previously unable or unwilling to divulge for valid reason(s) before a decision on the outcome of his/her performance in assessment was reached. An appeal of this type *must* be supported by appropriate documentary evidence; and/or
  - that there has been a significant administrative error in the conduct of the assessment.
4. *Please note that disagreement with academic judgement does **not** constitute grounds for appeal.*
5. It is a student's responsibility to bring any mitigating circumstances affecting his/her performance in assessment to the OCA in writing *before* the assessment. Retrospective mitigating circumstances will only be accepted as grounds of appeal in *very exceptional cases*, and where the student is able to satisfy the Academic Registrar (or his/her nominee) that he/she was previously unable or unwilling *for valid reason* to disclose matters when enrolling for the course module. Medical or other evidence submitted in support of the application must be up to date and independent; and we reserve the right to contact the provider of such evidence for additional information/verification.
6. This procedure is not to be used for complaining about tutor-related or College services-related problems. Complaints must be raised at the appropriate time, through the separate Complaints Procedure (see Document B).

### Limitation period

7. There is a time limit of 28 working days from the date of an assessment outcome being notified to the student in which he/she may submit an appeal.
8. Letters of appeal may be:
  - hand-delivered to the Academic Registrar;
  - sent by mail (addressed to the Academic Registrar);
  - sent by e-mail;
  - sent by fax.
10. In all cases, they must be received no later than 5.00pm on the 28th working day from the date of the assessment outcome being notified to the student.

### **Before making a Formal Appeal**

11. In the first instance, the student must discuss the matter with the OCA's Head of Learner Support via email; the latter can be contacted at [woodywhittick@oca-uk.com](mailto:woodywhittick@oca-uk.com). The discussion, which will be documented by Head of Learner Support, will often result in the matter being resolved informally and quickly.
12. The exchange is entirely confidential and, if the student decides not to pursue his/her appeal, the matter will go no further. An appeal cannot be processed unless this stage is concluded.
13. Students will not be disadvantaged if they lodge an appeal in good faith.

### **Lodging a Formal Appeal**

14. If, subsequent to the procedures specified above, a student wishes to continue with his/her appeal, he/she should submit this in writing, and address it for the attention of the Academic Registrar.
15. The correspondence must stipulate clearly and unambiguously the nature and grounds upon which the appeal is based. The correspondence should detail in full all matters relevant to the appeal, including reference to alleged incidents or events, people involved, and relevant dates where appropriate. The correspondence must be supported by as much written documentary evidence as necessary - for example, a medical certificate; please note that any documents supplied must be *originals*, not copies
16. Appeals received beyond the 28 working day period will not normally be considered by the Academic Registrar. Special consideration will only be given very exceptionally, where the student provides what the Academic Registrar considers to be a substantiated, valid reason for any delay.
17. The appeal, once submitted, is considered to be the definitive statement of the student's case and may not be added to, other than to submit fresh evidence which was not previously available.
18. The student will be notified of the receipt of the appeal within two working days of its receipt by Academic Registrar.

### **Consideration by the Academic Registrar**

19. The Academic Registrar considers the student's case in light of the permissible grounds for appeal as specified above.
20. If the Academic Registrar considers that there may be grounds for appeal, he/she provides the following with a copy of the appeal:
  - Director of Curriculum (who is responsible for overseeing the assessment process);
  - Chief Executive.
21. The assessors and tutors and/or other appropriate people will be requested to submit written statements to the Academic Registrar, providing the information requested. These statements should be in a form suitable for use as evidence at an Appeal Panel.
22. Written statements should normally be received by the Academic Registrar within seven working days from the date of request. Where the appeal is deemed by the Academic Registrar to be a priority case, a response will be required as a matter of urgency and by no later than three working days from the date of request.
23. The Academic Registrar shall determine whether there are grounds for the appeal to proceed, by considering the following:
  - the appeal submitted by the student, and all supporting evidence provided;

- the record of the student's detailed confirmed assessment marks;
  - confirmation of whether mitigating circumstances were previously submitted by the student in respect of the period concerned, and if so, the formal outcome, i.e. whether or not accepted;
  - provisional assessment marks, where appropriate;
  - written statements made by staff, tutors and assessors to the Academic Registrar, in relation to the case.
24. If the Academic Registrar considers, from the available evidence above, that the student has no grounds for appeal, he/she will inform the student in writing of his/her consideration and provide the student with copies of the supporting evidence. The student will be invited to contact the Academic Registrar within 7 working days of the letter being sent if he/she wishes to contest the outcome or provide further evidence. If the student contests the outcome, the Academic Registrar will take the appeal before the Curriculum and Quality Committee. If no further communication is received from the student within 7 working days, the appeal will be finally dismissed.
25. If the Academic Registrar determines from the available evidence above that the grounds for appeal are substantiated, the Chair of the Progression and Award Board of the accrediting university will be requested to approve any consequent review of the student's assessment outcome(s).

## OFFENSIVE CONTENT POLICY

1. Any student work that involves the creation, display, production and circulation of content which could be perceived as abusive or offensive is expressly forbidden. This applies to work in any form or any medium.
2. Tutors are required to bring such content to the attention of OCA Head Office.
3. The OCA operates at all times within the provisions of the following legislation:
  - Copyright, Designs and Patents Act, 1998;
  - Criminal Justice and Public Order Act, 1994;
  - Data Protection Act, 1998;
  - Defamation Act, 1996 and libel laws;
  - Equality Act, 2010;
  - Freedom of Information Act, 2000;
  - Human Rights Act, 1998;
  - Obscene Publications Act, 1959 and 1964;
  - Protection from Harassment Act, 1997;
  - Protection of Children Act, 1999;
  - Telecommunication (Lawful Business Practice) (Interception of Communications) Regulations 2000.
4. Offences against these acts may be reported to the Police for further investigation and possible prosecution.
5. If students are unsure whether their work would fall into the offensive content category, they are entitled to submit a sample to the OCA Head Office for guidance before incorporating the material into their work or making it publicly available.
6. Any such work will be reviewed by the Curriculum and Quality Committee and the result notified to the student.
7. The review by the Curriculum and Quality Committee will result in one or more of the following outcomes:
  - a requirement that the student either does not include the content, or adequately contextualises the content and justifies its place within the body of work;
  - a requirement that the student places adequate gateways/protection in place to protect minors and to warn tutors/assessors and any other people who may view the content, of the offensive nature of the material;
  - student required to eliminate the content from their portfolio.
8. There will be no penalty for the student in such a situation provided that any work deemed to be offensive is immediately withdrawn or adapted within the provisions of this policy.
9. However, in an extreme case, and where the outcome determined by the Curriculum and Quality Committee is not acted upon immediately, tutorial support will be withdrawn from the student (without refund), in line with the disciplinary paragraphs in the Conditions of Enrolment.

# DATA PROTECTION AND CONFIDENTIALITY POLICY

1. OCA takes very seriously its responsibility to manage data securely and to respect student confidentiality.
2. The objectives of the Data Protection and Confidentiality Policy are that information must be:
  - fairly and lawfully processed;
  - processed for specified purposes;
  - adequate, relevant and not excessive;
  - accurate and up-to-date;
  - not kept for longer than is necessary;
  - processed in line with individuals' rights;
  - secure;
  - not transferred outside the European Economic Area without adequate protection.
3. There are four principal components to the policy:
  - active data protection and information management;
  - Confidentiality and Non-disclosure Policy, signed by all staff;
  - data security processes;
  - student records retention schedule

### **Active data protection and information management**

4. The OCA is registered with The Information Commissioners' Office and is entered on the Data Registry (reference Z7451677). Stephanie Gillott (Academic Registrar) is the nominated Data Controller.
5. Underpinning the commitment to responsible information management is a cycle of periodic data audits. These are major exercises, when all the individual pieces of data retained - and the processes adopted for managing them - are reviewed by senior managers. The most recent exercise was completed in May 2011.

### **Confidentiality and Non-disclosure Policy**

6. All OCA employees are required to sign a confidentiality and non-disclosure agreement. This sets out the need for confidentiality and makes explicit the serious consequences of any breach.
7. As from October 2011, this policy will be embedded in the OCA's Staff Handbook and hence become part of employees' terms and conditions.

### **Data security processes**

8. OCA understands that it is critical to take steps to maintain the security of data received from students and tutors in confidence. It has therefore defined detailed data security processes for obtaining, storing and disposing of confidential or sensitive data.
9. The following IT and operational security procedures are operated by all employees:
  - secure login identification for using IT systems. Each time employees access OCA data, they are required to sign in, using personalised password identification.

- logical access controls. Access to information is limited so that only those employees needing data to be able to deliver student services are given access to sensitive information.
- protecting OCA IT systems. The OCA's IT systems operate behind a firewall, and use encrypted storage of data; this is subject to specialist external review and support from a professional IT consultant, who ensures we have proper security functionality.
- ensuring continuous operations. There is a detailed business continuity policy in place which encompasses:
  - secure, encrypted, data backup
  - offsite storage
  - original record handling
  - secure disposal.
- limiting the amount of paper-based confidential or sensitive data held. Any necessary confidential or sensitive paper records are kept in secure storage.

### **Student records retention schedule**

10. One outcome from the data audit review carried out in May 2011 was a recognition that the management of student records required a retention schedule to be introduced. This would ensure that individual records are kept for as long as required – but no longer.
11. As at the issue of these Regulations (July 2011), this work is not yet complete. However, further details will be inserted here as soon as the schedule is agreed by the Senior Management Team.

# DEFERRALS, EXTENSIONS AND REINSTATEMENTS

## Introduction

1. The policy covers the following:
  - dormant students;
  - out of time students;
  - withdrawal from studies;
  - deferrals;
  - extensions
  - reinstatements.

## Dormant students

2. A typical duration for a student completing<sup>10</sup> an OCA course is around 12 months. Many students put in more time on a week to week basis and hence take less than 12 months; others take longer for a variety of reasons, most entirely valid. However, the OCA's current terms and conditions state that students have a *maximum* period of 24 months in which to complete their course (unless they are granted an extension – see below).
3. At any point during this 24 month cycle, a student may become 'dormant': such a student effectively ceases to be active, even though they still have time left 'on programme'. The hiatus may be entirely explicable (e.g. extended absence on holiday) but it may also be a case of the student losing interest and ceasing to submit assignments: de facto, they have withdrawn from studies (see below).
4. The student's tutor will be the first person to notice the inactivity. He or she would typically try contacting the student to ascertain the situation, encourage the student to re-engage, and offer support as relevant.
5. In parallel with this, students are asked to confirm to Head Office (by email or tear off slip) the date on which they submit assignments to tutors. This enables Operations Team staff to undertake periodic reviews of all students, identifying those who appear to be dormant and contacting them just to check that there are no problems which can be addressed before they become more serious. The team also remind students at this stage of the 24 month period and confirm the end date for the student's entitlement to tutor support.

## Out of time students

6. Each month, Head Office staff carry out a check of students in the 23<sup>rd</sup> month of their allotted two year period. A standard letter is then sent to the students identified by the search, inviting them to get in touch if they are seeking an extension (see below), with the default position being clearly stated that they will run 'out of time' at the end of the following month.
7. Once students are classified as 'out of time', their course is deemed to be complete and they have no further entitlement to tutorial support. They may, however, seek reinstatement for which there would normally be a fee (see below, also).

---

<sup>10</sup> 'Completion' in this context simply means completing all the assignments as stipulated for the course module (typically 5) – irrespective of whether the student submits his/her work for assessment.

## Withdrawal from studies

8. If circumstances arise that mean students can no longer commit to continuation of study, they should withdraw formally from the course. This is a two stage process.
9. Firstly they should contact Head Office in writing or by email, quoting their student number, to advise of their withdrawal. It is always preferable to state the reason for withdrawing from studies since Head Office staff can sometimes suggest ways of getting round the difficulties faced and/or advise on the deferral procedure.
10. If students have previously had credits registered with our accrediting university then they must also confirm that they are not intending to re-enrol, since the Academic Registrar will need to withdraw them formally from the university. In this case, a university withdrawal form will be dispatched for the student to complete.
11. Once this is returned and sent to the university, the student will receive an official exit transcript in due course, which details the credits obtained and subjects covered to date. They may need this in the future, as evidence of their studies, if they decide to take up further learning at another institution.
12. If students do need to withdraw from their study with OCA on a permanent basis and have been accumulating Higher Education credits, it is always worth discussing the position with the Academic Registrar, since they may qualify for an HE Certificate or Diploma.

## Deferrals

13. At any point beyond the initial 30 day money back period - and up to 18 months into their course - a student may apply for a deferral. This results in an agreement to 'stop the clock' for a period of time which is agreed and confirmed in writing (typically up to 6 months).
14. Many situations could give rise to such a request (e.g. illness on the part of the student/their partner/a dependent, travel abroad, temporary pressures as a result of changing jobs etc). Where the request is made in advance (i.e. not a response to an 'out of time' letter) and where the circumstances are explained, a deferral is likely to be granted - and without charge to the student. This is at the discretion of the Head of Operations.
15. Sometimes, a student requests a deferral for a short period only (e.g. one month). Whilst this can be approved if need be, it often arises from a misunderstanding about the OCA's teaching and learning model. Other similar providers (e.g. the Open University) typically have cut-off dates for submission of assignments and failure to meet the deadline can have serious repercussions. For OCA students, delaying for a month is not a problem per se, provided the tutor has been advised that there will be a gap. In such a situation, there would be no need to seek a formal deferral.
16. As stated above, deferrals are typically for up to six months; requests for longer deferrals require a strong supporting case. If students don't contact the OCA during the 6 month deferral period, they are sent a reminder letter towards the end of the period in question.

## Extensions

17. Extensions can either be requested by students toward the end of their allotted 24 month period, or as a result of being told they are about to be 'out of time'.
18. In the first of these scenarios (student makes a request in advance, the situation is similar to that described for deferrals. Provided Head Office staff can see evidence that the student has been engaging with the course (typically defined as the student having *submitted at least three assignments*) - and provided the circumstances are described - extensions of up to six months may be granted at the discretion of the Head of Operations. No charge would be made.

19. In the second of the two scenarios described above (student makes no effort to keep in touch, either with their tutor or Head Office – but then requests an extension when told they are about to run out of time), the practice is as follows:
- if the student has not completed any assignments, or has only completed one or two – and there are no genuine extenuating circumstances – no extension will be given. Thus the student will be deemed to have run out of time and a letter will be issued confirming this. The student could apply to be reinstated at this point but would be charged the £255 fee (see below);
  - if the student has completed three or four assignments – and/or has only completed one or two, *but can show genuine extenuating circumstances* – the student will be offered an extension:
    - if they take up this offer, a new deadline will be agreed (typically 6 months)
    - if they reject the offer, or don't respond – the student becomes 'out of time' de facto.
20. When extenuating circumstances are claimed, supporting evidence will be required and the decision as to whether to award a (free) extension is taken by the Head of Operations. Our practice is to be extremely supportive and flexible when a student has kept us in the picture but to take the opposite position (likelihood of rejection in the absence of, say, a doctor's letter) when the claim is made in retrospect.

### **Reinstatements**

21. Sometimes students ask to be 'reinstated' (i.e. tutorial support resumed), even though the 24 month period has come to an end. If the request is made within a few months (the absolute limit would be 12 months) of the original entitlement period ending, this *may* be agreed at the OCA's discretion. However, if there had been no evidence at all of engagement during the initial period (e.g. fewer than three assignments completed without mitigating circumstances being notified at the time) and/or if there had been a history of problems and complaints, the Head of Operations would be likely to turn down the application.
22. Reinstatements are not 'free' in these circumstances. The standard reinstatement charge is £255, for which students receive updated course materials (if there have been significant changes) and a fresh start (in the sense of having a full two years to complete the course).
23. The basis for this fee is as follows:
- £30 fee for administration costs;
  - £150 for marking of assignments;
  - £75 fee for despatch of new course materials.
24. In situations where relevant evidence can be supplied to support the student's application, the Head of Operations may waive any or all of the fee (see the parallel passage under Extensions above).

## PLAGIARISM AND MALPRACTICE IN COURSEWORK AND ASSESSMENTS

1. *Plagiarism* is defined as presenting someone else's work, in whole or in part, as your own. Work means any intellectual output, and typically includes text, data, images, sound or performance and includes material downloaded from electronic sources.
2. *Malpractice* occurs when a candidate attempts to mislead or deceive the examiners concerning the work submitted for assessment. This includes colluding with others (including other students) in the preparation, editing or submission of work. This applies to work which is submitted for assessment, including work that contributes to the mark for a module or for any award.
3. These practices include:
  - submitting assignments obtained from others, whether within or without the OCA, including on a commercial basis, and including from essay mills;
  - fabrication of information;
  - theft or misrepresentation of identity (which includes requesting others to undertake an assessment);
  - misrepresenting or defaming the work or opinions of others;
  - resubmitting one's own work or part thereof when any of this has been submitted for marks or credits, even if in a different module or for a different qualification or completed prior to entry to OCA;
  - submitting the same work to satisfy the requirements of two assessments;
  - colluding with others to submit work which is not entirely one's own.
4. All students will be asked to confirm at the time of submitting assignments that the work:
  - is their own, not copied from elsewhere;
  - has been produced explicitly for that assignment, not copied from work undertaken previously (other than when submitting revised work on the advice of the tutor).

This confirmation will be part of the slip (or email) students supply to Head Office to indicate the date on which the assignment has been sent to their tutor.
5. Students will also be required to make the equivalent affirmation about the status of their work (not plagiarised, not produced for a previous course), when sending it in for an assessment event.
6. OCA runs random checks on pieces of work that are submitted to tutors for review and for assessment. In addition, if a tutor or assessor suspects there may have been an instance of plagiarism, the matter is investigated.

### Penalties

7. The following are the penalties for plagiarism and malpractice. OCA will judge the severity of each situation regarding plagiarism or malpractice and the penalty will be assigned accordingly. A plagiarised piece of work is automatically deemed to be a fail in an assessment context. In practice, different penalties apply, depending on whether the student is on the 'undergraduate' or 'personal development learner' route.
8. The penalties range from any, or a combination, of the following:
  - written warning;

- written warning and a requirement to resubmit the work with a capped mark (if for assessment);
  - the completion of an essay on the subject of plagiarism and malpractice;
  - suspension from OCA for a period, through to (for severe cases) permanent exclusion with no award.
9. Mitigation may lessen the penalty but it does not excuse the offence. A student cannot have a degree conferred, or an award presented, while any such allegation against him/her remains unresolved and any dishonest work remains extant.

#### **How plagiarism and malpractice is dealt with: initial procedures**

10. Where a tutor, assessor or other member of staff suspects a student is culpable of plagiarism in relation to coursework, he/she will:
- register that academic misconduct is suspected with OCA Head Office (Director of Curriculum);
  - write a brief report detailing the location of any suspected plagiarism and provide a copy of the relevant piece of work and plagiarised sources.

#### **How plagiarism and malpractice is subsequently dealt with: formal investigative procedure**

11. Upon receipt of any allegation of plagiarism, the Director of Curriculum will decide if there is sufficient prima facie evidence to suggest that the student has contravened the regulations.
12. If the decision is that there is not sufficient evidence, the case is dropped.
13. If the decision is that there is reason to believe that the student may have contravened the regulations, the Director of Curriculum will write to the student concerned:
- to present the allegation(s);
  - to request a written statement in response to the allegation(s) and any factors which the student would like taken into account;
  - to request a reply within 7 working days of the date on which the letter is sent (also explaining the consequences of failure to reply);
  - to enclose a copy of this policy;
  - to also enclose copies of any evidence or report, if so desired. This would be at the discretion of the Director of Curriculum.
14. If the student replies within 7 working days of the date of dispatch of the letter denying the charge, the Director of Curriculum will consider the allegation, in light of the student's response, in consultation with those involved; this may include any or all of the tutor, assessor, and Head Office staff, as appropriate.
15. If, following the student's response, it is considered that there is no case to answer, the charge will be dropped.
16. If a written reply from the student is received within 7 working days of the date of dispatch of the letter, admitting that academic misconduct has taken place, the Director of Curriculum will set an appropriate penalty.
17. Where the admitted misconduct is of a very serious nature that may merit the sanction of suspension or expulsion, the Director of Curriculum will refer the case to the Chief Executive for decision (and see paragraph 19 below).
18. If the student replies denying the allegation – but it is nevertheless considered that there *is* still a case to answer - the Director of Curriculum will formally investigate the allegation(s).

This will involve seeking written statements from any or all of the tutor, assessor, and Head Office staff, as appropriate.

19. Where it is considered, following investigation, that the allegation is proven and might merit the penalty of suspension or expulsion, the Director of Curriculum will refer the case to the Chief Executive for decision.
20. Where the student is on the 'undergraduate' route – and registered with the accrediting university – and where the Chief Executive of OCA takes the view that the case is admitted or proven and merits the penalty of suspension or expulsion, he will refer it to the accrediting university. The operation of the Academic Misconduct Panel (or equivalent body) is the accrediting university's responsibility and details of the process can be found in their regulations handbook.
21. Students not replying to the Director of Curriculum's letter, without good cause, will be considered guilty of all allegations charged and an appropriate sanction will be imposed.

## EQUALITY AND DIVERSITY POLICY

### Policy statement

1. The OCA is committed to eliminating discrimination and encouraging diversity amongst our student body, workforce and other stakeholders. Our aim is to be truly representative of all sections of society and to nurture an atmosphere in which everyone feels respected and able to give of their best and achieve their full potential.
2. To this end the purpose of this policy is to provide equality, accessibility and fairness for all and not to tolerate discrimination, disadvantage or exclusion based on individual characteristics or experiences (whether existing or perceived) – for example: age, disability, caring or dependency responsibilities, gender or gender identity, marriage and civil partnership status, family circumstances, political opinion, pregnancy or maternity/paternity, race, colour, nationality, ethnic or national origin, religion or belief, sexual orientation, socio-economic background, personal interests, trade union membership status or any other arbitrary distinctions. We recognise the negative impact which discrimination has on individuals, society and our own organisation. We believe that discrimination and exclusion represent a waste of talent and a denial of opportunity for self-fulfilment - and for the development of our organisation.
3. We oppose all forms of unlawful and unfair discrimination. Indeed, we believe that diversity is inherently valuable and that different people bring different ideas, perspectives, opinions, histories, knowledge, cultures and life experiences which strengthen and add value to all our activities. We are therefore committed to moving beyond tolerance or compliance with the law towards understanding, embracing and celebrating difference as a valuable asset by accepting, valuing and engaging with people, views and beliefs which are different from our own. We believe that diversity and social inclusion contribute to an atmosphere which benefits all our stakeholders in terms of educational attainment, career progression, self-fulfilment and self-esteem.
4. We believe that as an open access college we must at all times be open to new ideas, perspectives, knowledge and life experiences. Diversity is therefore central to our organisation as we wish to open up the OCA to all sections of society. We are proud to be a multi-cultural and socially-inclusive community.
5. We recognise that patterns of inequality in society are also present within the OCA and that under-representation of different social groups within the OCA needs to be challenged and addressed through positive action initiatives. We recognise that certain groups in society have traditionally been denied opportunities, status and appropriate access routes in the arts and arts education and will work proactively to redress this. We aim to be imaginative and creative in our approach, as befits an arts education charity.
6. We respect the rights of others to hold different views, whether political, religious or philosophical, but will not tolerate their expression in ways that demean, undermine or abuse others. We expect all our staff, students, tutors and Trustees to treat each other with respect, dignity and courtesy, and we will challenge behaviour which does not accord with our principles.
7. Embracing diversity includes accepting definitions made by communities for themselves – for example, many people from the Deaf and hearing-impaired community regard themselves as a linguistic minority with its own culture and practices, not as disabled people, and we must respect this approach.
8. Much of the OCA's work is focused on increasing the life chances and experiences of people who would otherwise not be able to access arts education. These people originate from diverse communities and backgrounds, and some may face ongoing and removable

barriers to inclusion in arts education. We are committed to making it possible for people of all backgrounds to engage with the OCA and our courses, by working together to remove barriers to self-fulfilment for all our stakeholders and for one another.

9. Through the “social model of disability” (which was created by disabled people) we recognise that disabled people live within a society in which the needs of people with impairments are often given little or no consideration. People with impairments are often disabled less by their individual impairments than by the fact that they are excluded from participation within the mainstream of society as a result of physical, organisational and attitudinal barriers. These barriers prevent them from gaining equal access to opportunities and mean that they are often unnecessarily and unjustly restricted in or prevented from taking part in a whole range of activities which non-disabled people access and take for granted. We are committed to considering those barriers and taking positive action to remove them wherever possible in order to promote and enable inclusion by all people in the activities and opportunities we offer.

### **Standards of practice**

10. It is our aim that our behaviour as an organisation should embody, demonstrate and celebrate the value we place on equality and diversity, which we consider to be at the heart of our work. This impacts on our learning materials, our employment practices, our relationships with students and tutors and our staff development.
11. We are committed to creating and nurturing a secure and caring environment in which individual differences and the contributions of all are recognised, welcomed and valued.
12. The College has established a positive cycle of equality work to enable us to meet our equality vision. We do not wish to focus on a long list of “thou shalt not” instructions, trusting instead to the common sense and professionalism of our team and to their commitment to the OCA’s key principles and standards (as amended from time to time as the College and its vision grows and develops).
13. The OCA will ensure that our websites confirm to appropriate accessibility standards.
14. We recognise that many of the people who engage with our courses are unable to engage with mainstream educational activities by virtue of their personal circumstances, and may be in isolated situations with little opportunity to interact with others. We will create and nurture opportunities for our learners to engage and debate with each other and with OCA tutors and staff via our online forums, promoting a sense of community and ownership.

### **Courses**

15. It is our aim that all who are involved in teaching and learning will contribute to promoting and nurturing an environment of mutual respect, understanding and confidence.
16. In developing our course portfolio the OCA will always bear in mind the needs of our potential learners and make such adaptations and reasonable adjustments as are necessary to enable the widest possible range of people to benefit from and participate in our courses.
17. This will include, but not be limited to, consideration of the particular barriers faced by:
  - learners who have disabilities or who have caring responsibilities for people with disabilities;
  - learners who are in custody;
  - learners who have limited access to the internet.
18. We will work to make our courses accessible to all by promoting a Learner Support Scheme to assist people with low disposable incomes and/or additional support needs.

## **Study visits**

19. Every effort will be made to consider and to meet the access needs of individuals wanting to participate in study visits. The OCA will allocate resources from the Learner Support Scheme to widen access to these events

## **Working for us**

20. All those who work for us, whether part-time, full-time, temporary or on a contract basis, will be treated fairly and with respect. Selection for employment, promotion, training or any other benefit will be demonstrably on the basis of aptitude, ability and merit. All employees will be helped and encouraged to develop their full potential and the talents and resources of the workforce will be fully utilised to maximise the efficiency of the organisation so as to provide the best possible service to all our stakeholders.
21. Vacancies for employment, contracts and Trustees will be advertised in appropriate and diverse places, and may be circulated to organisations and networks in order to reach and encourage a broad range of applicants.
22. Decisions to offer work to individuals will be based upon the candidate's ability to meet the unique qualities for each different contract, which will be decided and specified in accordance with the OCA's principles and policies prior to advertisement.
23. We believe every employee is entitled to a working environment that promotes dignity and respect to all. No form of intimidation, bullying or harassment will be tolerated.
24. All staff are expected to embrace and comply with the OCA's Embedding Equality Policy, as detailed in the OCA Staff Handbook. The aim of this policy is to enable the OCA to be an inclusive employer, to fulfil its legal obligations with regard to equality law and to encourage team members to play their part in promoting diversity and equality of opportunity so that we can all work together in an atmosphere of mutual respect, openness and transparency.
25. We assert the right to work in an atmosphere free of prejudice and we accept our responsibility always to conduct ourselves in ways which are respectful of difference and value diversity. This involves working together when things go wrong to develop mutually agreed new ways forward and developing each other so as to achieve the optimal balance between the needs of the individual and those of the OCA.
26. Breaches of our Equality Policy will be regarded as misconduct and could lead to disciplinary proceedings.

## **STUDENT ASSOCIATION CONSTITUTION**

Following the election of Stan Dickinson as the first President of the OCA Students' Association (OCASA) in May 2011, a constitution will be drafted, with the support of Jim Smith, consultant to OCASA.

This is likely to include details of:

- the objectives of the Association;
- membership of the Committee;
- how committee members are elected;
- OCASA's formal relationship with the OCA.

The constitution will be inserted here as soon as it is complete and approved.