

# THE ENGINEERING & DESIGN INSTITUTE LONDON

## FITNESS TO STUDY POLICY

<b>Summary</b>	Policy outlining TEDI-London's definition of Fitness to Study and the actions that need to be taken in instances where students are found not to be fit to study.		
<b>Policy Owner</b>	Registrar		
<b>Policy Sponsor</b>	Academic Board		
<b>Policy applies to</b>	All students of TEDI-London		
<b>Relevant legislation and policy</b>	Attendance and Engagement Policy Mitigating Circumstances Policy Student Discipline Policy Student Emergency Contact Policy Interruption and Withdrawal Policy Student Charter Equality Act 2010 General Data Protection Regulation (GDPR) and the Data Protection Act 2018 Mental Health Act 2007 Safeguarding Vulnerable Groups Act 2007 Human Rights Act 1998		
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## Contents

PART ONE – OVERVIEW .....	3
1. INTRODUCTION .....	3
2. POLICY STATEMENT .....	3
3. SCOPE OF THIS POLICY .....	4
4. DEFINITIONS USED IN THIS POLICY .....	5
5. ROLES AND RESPONSIBILITIES .....	5
6. WHEN THIS POLICY APPLIES .....	6
7. CONFIDENTIALITY AND NON-DISCLOSURE .....	6
8. FITNESS TO STUDY AND DISCIPLINE .....	7
9. TRAINING, DISSEMINATION, AND IMPLEMENTATION .....	7
10. MONITORING AND REVIEW .....	8
PART TWO – PROCESS.....	9
11. RAISING A FITNESS TO STUDY CONCERN .....	9
12. STAGE 1: INFORMAL FITNESS TO STUDY EXPLORATORY MEETING.....	9
13. STAGE 2: FORMAL FITNESS TO STUDY MEETING .....	10
14. STAGE 3: SPECIALIST SUPPORT MEETING .....	12
15. POSSIBLE OUTCOMES IF YOU ARE NOT FIT TO STUDY .....	13
16. NON-ENGAGEMENT WITH THE FITNESS TO STUDY POLICY AND PROCEDURE .....	14
17. SUPPORT WHILST ON INTERRUPTION AND RETURN TO STUDY.....	14
18. APPEAL .....	15

## **PART ONE – OVERVIEW**

### **1. INTRODUCTION**

- 1.1. This Policy outlines how we deal with concerns about students' fitness to study. This can be in instances where students fail to engage with their studies, progress academically, and/or where we have concerns about students' wellbeing which impact on their ability to thrive at The Engineering & Design Institute London (TEDI-London).
- 1.2. We have a range of support mechanisms in place to assist you during your time at TEDI-London, these include:
- Student Support Plans
  - Mitigating Circumstances Policy
  - Support via the Student Hub and King's College London Students' Union
  - Personal Tutors
  - Interruption and Withdrawal Policy
- 1.3. This policy and process provides a mechanism, when our standard support mechanisms have proved insufficient, to enable TEDI-London staff to work with you to assess your fitness to study, and use the outcome of the assessment to agree whether you are fit to study and on the relevant action to take based on this assessment.
- 1.4. This Policy provides support and direction to both students and TEDI-London staff where there are emerging or continued concerns about a student's health, wellbeing and/or behaviour, including the impact this has on their ability to study. Concerns may include significant deterioration in engagement, health, appearance, attitude, and particularly when there is an impact on attendance, ability to meet deadlines, succeed academically or participate in student life.

### **2. POLICY STATEMENT**

- 2.1. TEDI-London recognises the importance of students' health and wellbeing in relation to their academic performance, progression, and wider student experience.

- 2.2. This Policy aims to enable all TEDI-London students to succeed and progress in a supportive environment, whilst ensuring the safety and wellbeing of students and of other members of the TEDI-London community.
- 2.3. This Policy and its related process are intended to be supportive, and to be used as a last resort where other interventions have been unsuccessful. TEDI-London has the right to refer cases dealt with under this Policy to the Student Discipline Policy, and vice versa, as outlined in [section 8](#).

### **3. SCOPE OF THIS POLICY**

- 3.1. Within this Policy 'you' or 'your' means the student and 'we' or 'our' means TEDI-London.
- 3.2. We are committed to our duty of care and our obligations under the following government legislation:
- Equality Act 2010
  - General Data Protection Regulation (GDPR) and the Data Protection Act 2018
  - Mental Health Act 2007
  - Safeguarding Vulnerable Groups Act 2007
  - Human Rights Act 1998
  - Safeguarding Vulnerable Groups Act 2007
- 3.3. This Policy covers situations where we believe that your physical or mental health are impacting on your ability to study or engage with your studies. The Policy also covers instances where we have concerns about the appropriateness of your behaviour in relation to the TEDI-London community.
- 3.4. This Policy covers instances where you may be unaware that you are not well enough to study.
- 3.5. The Fitness to Study Policy does not apply to:
- 3.5.1. any dangerous or acute situation where we believe that your behaviour presents an immediate risk to yourself or others. In such circumstances, we will contact the emergency services.

- 3.5.2. behaviour which does not meet our expected standards as set out in our Student Charter and may be unrelated to a diagnosed or undiagnosed medical or mental health condition, or disability.
- 3.5.3. failure of academic progress where lack of engagement is not because of welfare concerns.

#### **4. DEFINITIONS USED IN THIS POLICY**

- 4.1. **Fitness to Study** means that you can engage with your studies at TEDI-London and maintain appropriate standards of behaviour as outlined within the Student Charter. You are fit to study when there are no concerns about your health and wellbeing affecting your ability to engage with your academic life. If we believe that you are not able to engage with your studies and academic life, we may invoke the Fitness to Study process.
- 4.2. An **Interruption** is a break from studies for up to one academic year. Please see the Withdrawal and Interruption Policy for further information.
- 4.3. **Withdrawal** means when you leave your programme permanently, before completing the programme. There is further information about this in the Withdrawal and Interruption Policy.
- 4.4. **Suspension** means a temporary ban from TEDI-London. This includes teaching, learning and assessment activity on your programme, the campus and any of our services. We will outline the terms of suspension and its duration.

#### **5. ROLES AND RESPONSIBILITIES**

- 5.1. You are responsible for ensuring that you engage with your studies and let us know if there are any issues that are impacting your ability to study.
- 5.2. You are also responsible for engaging with support via the services we offer and for responding to fitness to study concerns if they are raised.
- 5.3. TEDI-London staff are responsible for providing a supportive environment to enable you to learn and develop successfully. We do this by ensuring that you have access to support and wellbeing services, which are detailed within your Student Handbook.

- 5.4. TEDI-London staff have a duty of care to raise fitness to study concerns using the process outlined in this Policy.
- 5.5. The Student Hub or King's College London Students' Union (KCLSU) Officers can support you if you are subject to a Fitness to Study case.
- 5.6. The Fitness to Study Panel is responsible for assessing students where concerns have been raised. The Panel also makes recommendations about actions to be taken in each case.

## **6. WHEN THIS POLICY APPLIES**

- 6.1. You may be deemed unfit to study if you are unable to meet the definition under Fitness to Study as set out in [section 4](#) above and/or where one or more of the following criteria apply:
  - 6.1.1. you are unable to actively engage with your studies, as outlined in the Attendance and Engagement Policy.
  - 6.1.2. your health, wellbeing or behaviour is causing concern to others, although there may be no negative impact on your academic work.
  - 6.1.3. your actions are likely to have a detrimental impact on other members of the TEDI-London community.
- 6.2. This Policy is applicable to any activity undertaken at the TEDI-London campus as well as any activity which happens outside the campus, whilst you are representing TEDI-London, this can include online activities.

## **7. CONFIDENTIALITY AND NON-DISCLOSURE**

- 7.1. We will limit the disclosure of information about Fitness to Study procedures in line with GDPR legislation and other statutory obligations.
- 7.2. The scope of disclosure will vary in each case. Relevant parties, who are deemed necessary by us or who are directly involved in providing support to you, will be kept informed and will be notified of any outcomes of the processes.

## **8. FITNESS TO STUDY AND DISCIPLINE**

- 8.1. To ensure the Fitness to Study Policy is used appropriately and where there are justifiable disciplinary concerns, these concerns should be raised with the Assistant Registrar – Education who will review the case along with other TEDI-London staff and decide whether to invoke this Policy or continue with the Student Discipline process.
- 8.2. We reserve the right to invoke our Student Discipline Policy if we believe that your health, wellbeing, or behaviour pose a risk of harm to either yourself or others, or where you do not respond to supportive intervention.
- 8.3. In instances where you explain that the behaviour causing a disciplinary concern is related to your long term medical or mental health condition or disability, we may consider whether to proceed with disciplinary processes or refer you to this Fitness to Study Policy.
- 8.4. Students considered under this Policy and Procedure may be referred for action under the Student Disciplinary Policy where:
  - 8.4.1. you represent a serious and immediate risk to yourself, to others or to TEDI-London’s reputation
  - 8.4.2. your conduct continues to have an adverse effect on the learning or working environment, or on the health or wellbeing of other students or members of staff
  - 8.4.3. you fail to provide adequate documentary evidence about your health or wellbeing.

## **9. TRAINING, DISSEMINATION, AND IMPLEMENTATION**

- 9.1. TEDI-London staff will be made aware of this Policy and their associated responsibilities at their induction and will be updated regularly.
- 9.2. TEDI-London students will be introduced to the Policy when they join TEDI-London and reminded at intervals during their programme.

9.3. The Policy will be available on the TEDI-London website and in the Student Handbook.

## **10. MONITORING AND REVIEW**

10.1. The Academic Board is responsible for approving any changes to this Policy.

10.2. This Policy will be reviewed every three years by the Registrar. The next review will take place in 2024.



## **PART TWO – PROCESS**

### **11. RAISING A FITNESS TO STUDY CONCERN**

- 11.1. If a member of staff suspects a fitness to study issue, they should raise this with the Student Experience Officer by completing the Fitness to Study referral form.
- 11.2. The Student Experience Officer will refer the issue to the Assistant Registrar – Student Experience. Together they will decide whether the issue can be dealt with through Stage 1: Informal Fitness to Study Exploratory Meeting or should be referred straight to Stage 2: Formal Fitness to Study Meeting, or Stage 3: Specialist Support Meeting.
- 11.3. Cases will normally be processed through Stages 1 to 3. They will usually only be moved straight to Stage 2 or 3 if there is a significant and immediate concern about your health or welfare, or that of anyone in the TEDI-London community being impacted by your actions.

### **12. STAGE 1: INFORMAL FITNESS TO STUDY EXPLORATORY MEETING**

- 12.1. The Student Experience Officer will contact you to provide information about the fitness to study issue raised and will arrange a meeting for you with your Personal Tutor and a member of the Registry Team to take place as soon as possible and within no more than five working days.
- 12.2. The meeting is intended to be informal and supportive. It will be used to discuss the concerns raised and possible solutions, which might include further academic or pastoral support.
- 12.3. During the meeting, the following points will be considered, as appropriate:
  - Identification/explanation of the issues raised
  - Opportunity for you to give your perspective on the issue(s)
  - Information about the Fitness to Study Process, advice about possible outcomes and next steps
  - Clarification of whether the issue has happened before and, if so, what was previously helpful
  - Clarification of relevant boundaries and rules that you need to be aware of

- Clarification of your personal responsibility (e.g. to be 'well enough' to study and to be respectful to others)
- Consideration of what would be helpful and make a difference to you to support you and minimise concerns
- Signposting you to any relevant support services that you may benefit from
- Clarification of agreed actions and options to support you and minimise the concern (e.g. extended deadline, accessing support services, etc)
- Agreement of a date to meet again to review the situation and of who needs to attend. The length of time between the meeting and the review will be agreed by all present, considering relevant academic and personal factors
- Explanation that a continuation of the same concern or any additional concerns could result in escalation to Stage 2 of this process.

12.4. The discussion and actions will be recorded on the Fitness to Study Form, and you will be provided with a copy.

12.5. Actions will be allocated to a specific person and will have clear deadlines and review dates.

12.6. Possible outcomes from the Stage 1 meeting are usually one or more of the following:

- Referral to a support service, such as a Counsellor
- Review of your assessment arrangements
- Extra academic support

12.7. We can escalate cases to Stage 2 or 3 or close the case once the actions have been completed.

### **13. STAGE 2: FORMAL FITNESS TO STUDY MEETING**

13.1. A Stage 2 meeting will be arranged if:

- You fail to attend the Stage 1 meeting and we believe your issues are ongoing.
- Actions agreed at the Stage 1 meeting have not been met and your issues are ongoing.
- Your issues are putting your academic progress at risk.

- 13.2. Stage 2 is a formal structured meeting with the Academic Director or their nominee and a senior member of the Registry Team. The Student Experience Officer will book the meeting.
- 13.3. You may be accompanied to this meeting by a friend, family member or a KCLSU Officer.
- 13.4. The purpose of the Stage 2 meeting will be to review the information from Stage 1 and to discuss the ongoing issues with you before deciding on the next steps.
- 13.5. During the meeting, the following points will be considered, as appropriate:
- Identification/explanation of the issue raised and of any past relevant information
  - Opportunity for you to give your perspective on the issue and, if appropriate a history of events, past experiences and helpful strategies or support for managing these
  - Clarification of relevant boundaries and regulations
  - Consideration of realistic academic timelines if you have outstanding assessments
  - Clarification of your responsibility (e.g. to be 'well enough' to study and to be respectful to others)
  - Consideration of what would be helpful or make the difference to you in relation to your support and to minimise the issue
  - Signposting to relevant support services
  - Clarification of agreed actions and support options to change and improve the current situation (e.g. submission of Mitigating Circumstances, interrupting your studies, accessing support)
  - Explicit clarification of the consequences of failing to complete the agreed actions, and/or a continuation of the issues
  - Agreement of any interim monitoring or measures
  - Agreement of a date to meet again to review the situation
  - Options detailed in Stage 1 may be considered as appropriate.
- 13.6. The discussion and actions will be recorded on the Fitness to Study Form, and you will be provided with a copy.
- 13.7. Actions will be allocated to a specific person and will have clear deadlines and review dates.

- 13.8. Possible outcomes from the Stage 2 meeting are the same as the outcomes at Stage 1, with the addition of the ability for us to recommend that you interrupt your studies, please see [section 15](#) for further information.
- 13.9. We can escalate cases to Stage 3 or close the case once the actions have been completed.

#### **14. STAGE 3: SPECIALIST SUPPORT MEETING**

- 14.1. A Stage 3 meeting will be convened where there is or remains a significant concern about your health and wellbeing and your ability to study and cope at TEDI-London.
- 14.2. Stage 3 meetings are used to discuss further options for support and possible courses of action available, including mandatory interruption or, in very limited circumstances, withdrawal. We will agree whether you are fit or unfit to study.
- 14.3. The Stage 3 meeting is with the Deputy Dean, the Registrar, and one other person who has not previously been involved in your case.
- 14.4. You may be accompanied to this meeting by a friend, family member or a KCLSU Officer. They should not speak in the meeting unless directed by you.
- 14.5. During the meeting, the following points will be considered, as appropriate:
- Summary of the situation, the concerns being raised, and past relevant information
  - Opportunity for you to give your perspective of current issues and if appropriate history of events, past experiences and helpful strategies or support for managing these
  - Clarification of relevant boundaries and regulations
  - Clarification of your personal responsibility (e.g. to be 'well enough' to study and to be respectful to others)
  - Identification of any further information which may be required
  - Clarification of the options available to you at this stage which could include options such as continuing at TEDI-London with clear deadlines/agreements in place, a period of interruption, or a recommendation that you withdraw

- Consideration of what would be helpful or make a difference to you in relation to the options available
- Signposting to any relevant support services
- Clarification of agreed options/actions and support options that you are encouraged to access
- Explicit clarification of the consequences of failing to complete the agreed actions, and/or in the case of a continuation of the issues
- Agreement of any interim monitoring or measures
- Agreement of a date to meet again to review the situation, if appropriate
- In cases where interruption is the outcome, the meeting will consider and make explicit what is required to happen before you are permitted to return to study.

14.6. Possible outcomes from Stage 3 are those listed in [section 15: Possible Outcomes if you are not Fit to Study](#).

14.7. The discussion and actions will be recorded on the Fitness to Study Form, and you will be provided with a copy.

14.8. Actions will be allocated to a specific person and will have clear deadlines and review dates.

## **15. POSSIBLE OUTCOMES IF YOU ARE NOT FIT TO STUDY**

15.1. **Voluntary Interruption:** an agreement between us and you that you interrupt your studies for a defined period, as defined in the Withdrawal and Interruption Policy.

15.2. **Mandatory Interruption due to Incapacity:** In exceptional circumstances if you have been deemed incapacitated or not capable of giving informed consent, for example, due to your mental health under the Mental Health Act, we will interrupt your studies until such time as you are deemed to have capacity by an independent medical professional. Once you let us know you are ready to engage with us, we will discuss your return to the programme.

15.3. **Suspension:** under our Student Discipline Policy, we can suspend you for a period where we believe you represent a serious risk to yourself or members of the TEDI-London community. For further details please see the Student Discipline Policy.

- 15.4. **Voluntary Withdrawal:** you may choose to withdraw from your studies. We strongly recommend that you discuss this with us. Please refer to our Withdrawal and Interruption Policy for further information.
- 15.5. **Withdrawal by TEDI-London:** in extreme and very limited circumstances, we may withdraw you if we consider this to be in your best interests. In the case of withdrawal, all other options must have been exhausted, including interruption (whether mandatory or voluntary), unless an independent medical professional recommends that you should be withdrawn in your best interests. We will offer support during this transitional period, such as, support with alternative accommodation or advice on immigration or finances.
- 15.6. The Fitness to Study process is intended to be supportive and outcomes of the process will be decided in conjunction with you where this is feasible.
- 15.7. Your safety and welfare, and those of the TEDI-London community are our primary concern and so we may need to make decisions which you do not support if we believe these to be in your or the TEDI-London community's interest.

## **16. NON-ENGAGEMENT WITH THE FITNESS TO STUDY POLICY AND PROCEDURE**

- 16.1. If you are unwilling to engage with the Fitness to Study Policy, we may decide to continue the process in your absence.
- 16.2. We will make every effort to contact you and may invoke the Student Emergency Contact Policy where this is necessary.

## **17. SUPPORT WHILST ON INTERRUPTION AND RETURN TO STUDY**

- 17.1. During a period of interruption, you can contact the Student Hub to access support services, including disability support, counselling, and mental health support.
- 17.2. You will normally not have access to your TEDI-London email address or Teams whilst you are interrupted.

- 17.3. We will agree a communication and return plan before your period of interruption begins. In addition to a communication plan, a suggested return date and other requirements of the programme on your return.
- 17.4. Where you have interrupted either on a voluntary or mandatory basis under this Policy, we may put in place conditions which you will need to meet before you may return to study. For example, we may require you to engage with support whilst on interruption and/or provide medical evidence from an independent medical professional stating that you are fit to return to study.
- 17.5. You will be invited for a meeting with your Personal Tutor and the Assistant Registrar – Student Experience prior to your return to discuss any additional support needs you may have and whether you require any adjustments.

## **18. APPEAL**

- 18.1. You can appeal against a decision reached at Stage 3 to mandatorily interrupt or withdraw you.
- 18.2. You should make an Appeal using the process outlined in the Academic Appeal Policy. Please note the timelines and forms outlined within that Policy.