

Annex D: Template for a student protection plan

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Student protection plan for the period 2019-2020

1. An assessment of the range of risks to the continuation of study for your students, how those risks may differ based on your students' needs, characteristics and circumstances, and the likelihood that those risks will crystallise

1.1 Introduction

The Higher Education and Research Act 2017 requires universities and colleges to maintain a Student Protection Plan to protect students' interests in the case of material change, e.g. programme changes, suspensions, closures, or institutional closure.

This student protection plan policy is to clarify what an applicant or student can expect if unanticipated problems occur. We have identified two categories of risk: the first set are those risks we think are very unlikely to happen. The second set are risks we think are reasonably likely to happen. We set out details of the mitigation measures that might be applied.

1.2 Risks categorised as "very unlikely" or "unlikely"

These events may be triggered by situations such as (but not limited to):

- a decision to close the college has been taken;
- a strategic decision by the college to close a course or campus;
- loss or restriction of Taught Degree Awarding Powers status;
- withdrawal of designation for student support purposes;
- a decision has been taken not to run a course for the subsequent year;
- major changes in year to course content;
- removal of the Tier 4 Sponsor Licence (the Home Office issued licence which allows a provider to teach international students);
- changes to regulatory framework affecting a specific course;
- loss of accreditation from regulatory bodies, e.g. Ofsted, PSRB, etc.

The way in which we are governed and operate means that appropriate control systems and checks are in place to prevent or positively react to an event which would lead to the above risks coming to pass. Effective and rigorous internal and external audits are in place. We have recently created our own internal Business Assurance team that has oversight of regulatory compliance. The level of risk that might result from unplanned changes is low because viability and sustainability are planned in advance.

The risk of being unable to operate due to financial instability is low because our balance sheet and cash reserves are healthy compared to FE sector averages.

The College's Disaster Plan (incorporating our Business Continuity Plan) covers other actions affecting business continuity, such as acts of terrorism, damage to buildings or equipment.

Given the mitigation outlined above we believe that the risk of not being able to provide course continuity is low.

1.3 Risks categorised as “likely”

- Failure to recruit and retain specialist teaching staff

To mitigate this risk, the following general measures have been taken:

- Changes to the structure of the curriculum – for example in engineering Mechanical and Electrical Engineering share a common first year curriculum
- In our foundation degrees generic modules will make up one third of the curriculum
- Staff with specialist knowledge in research methods provide college-wide masterclasses that are available to all students
- As a Group with several colleges there is potentially support from the other colleges within the organisation
- We have recruited a team of graduate tutors across key curriculum areas (Engineering, Digital Skills, Business) to provide vocational support in specialist teaching contexts. We have also recruited a team of academic support specialists to provide 1-1 support for individuals, drop-ins and group workshops for a variety of academic support needs (ie referencing, presentations skills, SPSS, assignment structure, dissertations)
- In the skill-shortage subject areas of Engineering and IT improved remuneration packages have been agreed to successfully attract and retain suitably qualified and experienced staff
- We have a robust staff approval system that is overseen by the Head of HE Quality and Standards. Any staffing changes within programmes must be reported to HE Registry and the CVs of replacement staff will be considered at a staff approval meeting. If the staff member is inexperienced in any way then appropriate mentoring/training will be put into place.
- In these areas as part of business continuity planning there has been substantial investment in developing our FE teaching staff. A commitment to 3 dedicated professional development days in the academic year exploring; effective learning, teaching and assessment; undergraduates as active agents in their learning and collaborators in their learning experience.
- Schools have well-developed connections with regional practitioners who are experienced teachers who can deliver HE on fractional contracts. In all areas there are experienced HE staff who are now in management positions. In cases of staff absence they are able to provide cover to protect the student experience. There are detailed schemes of work and module guides which mean that managers are able to provide continuity of the student learning experience.
- Teaching materials are available on the virtual learning environment to aid continuity of delivery.
- We also have links with agencies where we can bring in teaching staff at short notice although this would be a last resort

- Most teaching staff are on 3 months period of notice which gives us time to contingency plan and recruit a replacement.
- Retain staff through opportunities of personal and professional development: Encouragement and support of colleagues to engage in personal development e.g. further and higher study either financially or with allocation of time; maintenance of staff currency with their technical or vocational sector e.g. payment of licence to practice; industrial updating release; collaborative community for colleagues engaged in research to support, share and explore their work and that of their peers. Recognition of the rounded HE professional beyond classroom teaching. Staff are retained because they can achieve their ambitions at college
- Failure to recruit sufficient students
 - All of our programmes are endorsed by regional employers to ensure that our curriculum is vocationally sound and likely to provide good outcomes for learners.
 - We have built good relationships with local schools.
 - Newcastle College is participating in the regional NECOP programme which is specifically targeting students from low participation postcodes.
 - Kidderminster College is working with NCOP funding to raise participation rates through aspirational activities, working with both local schools and with specialist private dance providers.
 - Our internal progression is increasing - but is offset by decline in external applications.
 - Investment in good standards of learning and raising the aspirations of college based students on level 3 education and training courses better prepares students to access, progress and succeed in college based higher education.
 - There are regular reviews of the curriculum portfolio- to ensure that it remains attractive to students
- disruption of college activity (e.g. temporary disruption within term-time);
 - There are effective Estates teams who are well experienced at minimising disruption due to problems with buildings
 - industrial action by college staff or third parties;
 - NCG has recently brokered clear partnership agreements with its recognised Trade Unions. This is in addition to the existing routine and regular communication with the Trade Unions at both operational and senior level.

2. The measures that you have put in place to mitigate those risks

2.1 Introduction

2.1.1) The College is committed to helping to ensure students achieve the best academic outcomes from their studies. It is important that the College has robust plans in place if a programme cannot be fully delivered or if it is necessary to change the content of a programme.

2.2 Measures to Inform and Protect Students

2.2.1 Students are referred to the Student Agreement that is signed on enrolment. The College is committed to communicating any changes to students as early as possible, with clear information and options.

2.3 Significant Material Change (risk category unlikely)

Institutional Closure

2.3.1 Institutional failure will be monitored through risk management in accordance HE regulatory bodies and any instance of this will be managed in accordance with College policies.

2.3.2 Where the College has no option, other than to close, it may consider measures such as those below to protect student experience:

- where possible, closing in a gradual way, over a period that would allow current enrolled students to complete their studies at the Institution;
- where the above is not possible, in supporting students to transfer to appropriate programmes at other providers and (where appropriate financially) by compensating students where because of disruption to their studies they suffer demonstrable, material financial loss;
- merging with another institution to maintain all or part of the current provision.

2.3.3 Where part or all of the campus is rendered unusable for activities involving students, the College will typically consider remedies such as:

- relocating provision to an alternative location, this may include hiring spaces for programme delivery (where possible nearby) and/or installing temporary buildings on the College's land (where available);
- revising timetabling to allow all of the scheduled teaching to take part in the available facilities. This may include student contact sessions being held outside of normal office hours. Where such an approach is taken, appropriate consultation will normally be conducted with stakeholders who may be affected; appropriate equality impact assessments will also be undertaken;
- delivering programmes via alternative means, such as Distance Learning. Where such an approach is taken, the College will consider whether this it is appropriate for enrolled students who would be affected.

Withdrawal or restriction of Taught Degree Awarding Powers

2.3.4

- working with relevant funding bodies to allow enrolled students to complete their year of study/programme;
- where the above is not possible, supporting students to transfer to appropriate programmes at other providers and, where appropriate, financially compensating students where they suffer demonstrable, material financial loss because of disruption to their studies;
- considering assistance for affected students by providing evidence/letters/statements in support of continuation of their studies;

Withdrawal of Designation

2.3.5 In the event of de-designation of its courses for 'Student Support' purposes (resulting in the withdrawal of statutory student finance for its courses) the College, will take all reasonable steps to minimise the resulting disruption to students by, for example:

- working with relevant funding bodies to allow enrolled students to complete their year of study/programme;
- where the above is not possible, supporting students to transfer to appropriate programmes at other providers and, where appropriate, financially compensating students where they suffer demonstrable, material financial loss because of disruption to their studies;
- considering assistance for affected students by providing evidence/letters/statements in support of continuation of their studies;
- merging with another institution to maintain all or part of the current provision.

Suspension of Course

2.3.6 The College has established and tested procedures in place of the event of suspension/closure of course. Where there is a material impact on the students, the effect will be mitigated by:

- communication with current students to provide assurance that they will not be adversely affected by the decision, and provide assurance that they are able to complete their studies at the Institution;
- where possible, provision will be made to allow for the completion of studies where 'mitigated circumstances' have been presented;
- consultation with stakeholders who may be affected to ensure appropriate equality impact assessments will also be undertaken;
- future applicants will be notified in accordance with UCAS deadlines, allowing time for students to source an alternative suitable programme (where relevant) at the College.

Major Changes in Year to Course Content

2.3.7 The College will use all reasonable endeavours to deliver the programme in accordance with the description applied to it in the College's prospectus for the academic year in which a student began their programme. However, in the event of major in-year changes to course content the College will ensure that:

- changes are restricted to the minimum necessary to achieve the required quality of experience, and affected students are notified and consulted with as appropriate;
- it works with students to ensure the offer is still acceptable;
- where necessary it allows students the opportunity to withdraw from the programme;
- where required students will be offered reasonable support to transfer to another programme at the College, or to another provider.

Suspension of Tier 4 Sponsor Licence

2.3.8 In the event of suspension of Tier 4 Sponsor status, the College will take all reasonable steps to minimise the resultant disruption to those services and to affected students by, for example;

- working with UKVI to allow enrolled students to complete their year of study/programme;

- allow students already in receipt of a visa based upon an allocated CAS from the College to enrol and commence their studies;
- offer students who have not commenced their travel to the College, the opportunity to postpone their application pending the resolution of the suspension.

Revocation of Tier 4 Sponsor Licence

2.3.9 The College, in the event of revocation of Tier 4 Sponsor Licence will take all reasonable steps to minimise the resultant disruption to affected students by, for example:

- providing assistance to affected students to switch to an alternative sponsor.

2.4 Changes to Regulatory Framework Affecting Specific Course (risk category unlikely)

Loss of accreditation

2.4.1 In the event of the College losing PSRB or accreditation, the College will consider measures to protect the student experience, such as those listed below:

- offering affected students the chance to move to another course;
- delivering a modified version of the same course;
- providing assistance to affected students to switch to a different provider who holds the relevant accreditation.

2.5 Disruption to College Activity (risk category likely)

2.5.1 Where events result in term-time programme disruption, the College will normally consider whether it is practicable to make changes to programme delivery, rather than closing or suspending an affected programme, for example, by providing on-line learning materials. The College will seek to ensure that provisions are put in place so that they are able to meet the intended learning outcomes of their programme.

2.5.2 Actions to minimise disruption may include:

- temporary short-term suspension of programme delivery (e.g. where there is a change in the programme delivery location or staffing, with appropriate actions to mitigate impact on students);
- changes to the programme delivery location or method, which may include distance learning;
- changes to the staffing of a programme, for instance through a review of internal staff resources, including recruitment of area specialists, where appropriate;
- offering students the opportunity to transfer to an alternative programme;
- provision of reasonable support to students for accessing a programme run by another provider, including making arrangements for the transfer of credits and information about academic progress.

Industrial Action

2.5.3 The College has established frameworks for consultation and negotiation with the recognised trade unions. It is highly committed to maintaining an effective employee relations culture and working with trade union colleagues to achieve reasonable solutions to matters that may arise from time to time.

2.5.4 Where industrial action does occur, the College will seek to:

- ensure that normal operations and services are maintained as far as possible;
- take all reasonable steps to fulfil its responsibilities to students in ensuring that any disruption is minimised and students are not, as far as is possible to determine, disadvantaged by the action.

Loss of Key Staff

2.5.5 Where possible the College will:

- seek to fill gaps as quickly as possible, by moving other current members of staff with appropriate skills and experience, into the vacant post(s) or recruiting externally, to avoid disruption;
- where the College cannot avoid closing a programme, the policy as outlined in section 2.3.6 will apply.

2.6 Feedback

2.6.1 Students wishing to provide feedback regarding the College's management of the process of change should follow the College's complaints procedure.

3. Information about the policy you have in place to refund tuition fees and other relevant costs to your students and to provide compensation where necessary in the event that you are no longer able to preserve continuation of study

Our Refund and Compensation Policy outlines the circumstances in which we will refund tuition fees and other relevant costs to students and to provide compensation where necessary if we are no longer able to provide continuation of study. We consider refunds and compensation to be remedies of last resort and we are committed to doing all we can so that refunds and compensation aren't necessary. The Policy may be implemented as a result of any of the risks in this plan occurring.

A copy of our draft refund and compensation policy to refund tuition fees and other relevant costs is provided as an appendix to this document. This contains information on the following circumstances:

- refunds for students in receipt of tuition fee loan from the Student Loans Company.
- refunds for students who pay their own tuition fees.
- refunds for students whose tuition fees are paid by a sponsor.
- the payment of additional travel costs for students affected by a change in the location of their course.
- commitments to honour student bursaries.
- compensation for maintenance costs and lost time where it is not possible to preserve continuation of study.
- In some circumstances offer compensation for tuition and maintenance costs where students have to transfer courses or provider.

The draft tuition fee refund and compensation policy will be presented for approval by NCG Corporation early in September 2018.

In our most recent 2016-2017 published statutory accounts we posted a cash surplus of £24.5 million which should provide assurance that we would be able to provide compensation in the unlikely event that we would no longer be able to maintain programme continuity.

4. Information about how you will communicate with students about your student protection plan

We will publicise our student protection plan to current and future students by including it on our website and include links on VLE sites that are readily accessible to students.

We will ensure that staff are aware of the implications of our student protection plan when they propose course changes by providing guidance and training over summer 2018. The information will also be made available to staff new to teaching HE as part of the well-established induction process.

Our students have been involved in discussions about the development of the student protection plan at HE Academic Board and the HE Governance Committee.

Over the next academic year, we will review our student protection plan and will consult more widely with our students.

The student protection plan will be reviewed annually.

Our students will be involved in our review through focus groups, discussions at Programme Committees, HE Academic Board, HE Governance Committee and also HE student forums.

We will inform our students if there are to be material changes to their course through the VLE, emails, letter and Student Representatives.

We will give students 14 working days' notice when we need to make material changes to their course.

If we need to implement the measures in our student protection plan we will provide information, advice and guidance on the range of options that are available to them to support students collectively and individually.

We will put in place an action plan incorporating student access to independent advice and guidance to ensure that our students can make the right decisions for themselves should we need to implement the measures in our student protection plan.

NCG Higher Education Refund and Compensation Policy

1. Purpose of NCG Policy and National Context

- 1.1 The purpose of this policy is to set out the arrangements for the refund of tuition fees that apply to students or their employers on higher education programmes at NCG college divisions offering higher education. (These are currently: Carlisle College; Kidderminster College; Lewisham Southwark College, Newcastle College and West Lancashire College.) The use of the term “college” in this document refers to all of the NCG colleges teaching higher education programmes. This policy also outlines the circumstances when the college may consider the payment of compensation to students or their employers. This policy is not intended, in the first instance, to be used to resolve academic disputes relating to student success. It aims to provide a clear and simple framework, so that students can understand when they may be entitled to compensation or a refund of tuition fees or another type of remedy and how to make a claim.
- 1.2 The funding and regulation of higher education in England changed in April 2018 when the Office for Students (OfS) became fully operational. The OfS combines the existing regulatory functions of the Higher Education Funding Council for England (HEFCE) and the Office for Fair Access (OFFA). The OfS has a remit to create and oversee a regulatory environment in higher education which puts the interests of students at the heart of the system, focusing on choice and competition. The OfS requires a Student Protection Plan incorporating an assessment of the range of risks to the continuation of study for the college’s students and risk mitigation measures and information about the policy in place to refund tuition fees and other relevant costs to the college’s students and to provide compensation where necessary in the event that the college is no longer able to preserve continuation of study.

2. Refunds

- 2.1 The college aims to deliver a high quality higher education provision, in line with the requirements of students and employers.
- 2.2 The students will be provided with as much clarity as is reasonable to expect about the content of their higher education programme, location of their studies and timetable prior to the commencement of each academic year and the college will aim to minimise changes to programmes which result in disruption to students during the academic year
- 2.3 This policy applies to all higher education college students, irrespective of the funding arrangements for their higher education programme, including:
- Students in receipt of a tuition fee loan from the Student Loans Company.
 - Students who pay their own tuition fees.
 - Students whose tuition fees are paid by an employer or another sponsor.
- 2.4 Refunds will be made where it is necessary to close a programme due to insufficient numbers or where the attendance of students is made impossible or inappropriate by some action of the college. Should this action prove necessary, the refund will be processed as part of standard procedures, there should be no need to contact the college to request this. In the event of a programme closure, refunds will not be paid to those students who have:

- (i) Voluntarily left the programme.
- (ii) Not attended for a period of four weeks prior to closure without previously agreeing a period of planned absence with their programme tutor.

Refunds will not be made for any personalised kits or materials which are being retained by the student or any registration fees which have been paid to another party by the college on behalf of the student.

The college will honour requests for a refund made in writing within 14 calendar days of enrolment, where a student or their sponsor changes their mind and they withdraw from their programme of study. These requests should be made to HE Registry, NCG, Rye Hill House, Scotswood Road, Newcastle upon Tyne, NE4 7SA, or by email to heregistryadmin@ncgrp.co.uk. Fees will not be refunded where programme closure is temporary or due to circumstances beyond our control, including but not exclusive to fire, flood or other force majeure, adverse weather conditions, failure of public utilities or transport systems/networks, restrictions imposed by the government, terrorist attack or threat of, epidemic or pandemic disease, temporary staff absences or changes including those due to industrial action. We reserve the right to vary the delivery method or assessment under these circumstances.

- 2.5 For a refund request in response to an issue or problem with your higher education college programme the Complaints Policy and Procedure document found on the student virtual learning environment should be followed. In each case, the student should explain in detail the issue/problem experienced and why the student believes that they are entitled to a refund. This must be done within 15 calendar days of the issue/problem occurring to enable the college sufficient time to explore options for remedying the issue. The Complaints Policy and Procedure will be followed and if the issue/problem is substantiated the student may receive a refund if this is deemed the appropriate resolution, subject to the authorisation of the College Principal (or nominee). If the claim is not substantiated the student can appeal referring back to the Complaints policy and procedure.

Financial compensation/refund will not always be the appropriate response to a complaint and it is unlikely that most issues will be resolved in this way. Alternatives to financial compensation might include an apology or goodwill gesture, an offer of alternative learning methods if the programme cannot be delivered in the way it was originally intended or repeat delivery of the relevant programme element may be offered where possible. In the extremely unlikely event of the college closing a programme mid-year students in receipt of bursaries would not be expected to repay that money.

- 2.6 If a refund is agreed through either programme closure, within the 14 calendar day enrolment period, or as a result of an investigation through the Complaints Policy and Procedure, the following refund process will apply:

- Where the original payment method was by cheque, refunds will be by cheque.
- Where the original method was by cash, refunds will be made by cheque or bank transfer (the college does not hold large cash sums and adheres to the money laundering regulations covering the handling of cash).
- Where the original payment was by credit/debit card, a refund will be made back to the same credit/debit card, unless the card has expired and we are unable to contact the payer for a new expiry date, in which case the refund will be by cheque.
- Where the original payment was made directly into the bank, a refund will be returned to the account from which the original payment was received.

- Where the original payment was received from the Student Loan Company, refunds will be made to the Student Loan Company. The Student Loan Company will reclaim fees as a result of the college completing a change of fee notification. The Student Loan Company will then be responsible for amending the student's repayments to reflect the reduced loan amount.
- Where fees were invoiced to and payment received from an Employer/Sponsor, refunds will be returned to the Employer/Sponsor by the same payment method.

3. Compensation

- 3.1 Where it is necessary as a result of action by the college (such as programme closure) for students to transfer to an alternative provider or there is a change in the location of the programme (which was not notified to the student prior to the commencement of the academic year) the college will consider appropriate compensation for additional travel or other costs directly attributable to the non-preservation of continuation of study.
- 3.2 The college's priority will always be to ensure that students receive the education experience outlined in college programme information (whether on-line or in hard copy format) and their learning agreement. Where as a result of an investigation through the Complaints Policy and Procedure it is concluded that this has not been the case appropriate financial or other compensation may be offered.
- 3.3 The college is cognisant of OIA guidance on considering whether it is appropriate to recommend compensation payments to higher education students for distress and inconvenience and the following guidelines will apply in in such cases:

Indicative Compensation Bands Distress and Inconvenience Awards for Higher Education Students	
Level of distress and inconvenience	Indicative compensation
Moderate	Up to £500
Substantial	Between £501 and £2,000
Severe	Between £2,001 and £5,000

The above amounts are indicative only and any compensation payments will be determined by the specific circumstances applicable to the student. Any payments over £5,000 will only be considered in exceptional circumstances.

Moderate:

- Minor maladministration, mishandling or unreasonable handling of the complaint by the college which has caused additional unwarranted distress and inconvenience.
- Unreasonable or avoidable substantial delays (e.g. over 6 months) which are likely to have caused some distress and inconvenience.
- Moderate delays (i.e. less than 6 months) or other procedural irregularities where there is evidence to suggest the student suffered material disadvantage.
- An act or omission of the college has caused some distress and inconvenience in the short term (e.g. less than 6 months).

Substantial:

- An act or omission of the college which has caused some distress and inconvenience in the long term (e.g. more than 6 months).
- Substantial mishandling of the complaint by the college which has resulted in or caused unreasonable or avoidable substantial delay (e.g. over 6 months) where there is evidence to suggest the student suffered material disadvantage.
- Procedural flaws which led to distress and inconvenience but did not affect the outcome.
- Evidence of circumstance giving rise to a reasonable perception of bias during the internal college procedures.
- Substantial maladministration which resulted in material disadvantage to the student.

Severe:

- Cogent and contemporaneous evidence to suggest that as a result of the college's acts or omissions the student has suffered from ill health.
- Major maladministration, procedural flaws, delays or other breaches of natural justice in the college's internal process resulting in material disadvantage to the student.
- Where there has been a clear material disadvantage to a student as a result of the college's acts or omissions, but a practical remedy is inappropriate or impossible.
- Procedural flaws which, if they had not occurred, may have resulted in a different outcome.
- Serious interference or bias during the college's internal consideration of a complaint or appeal.
- Failure by the college to consider its responsibilities under relevant discrimination legislation or, where there is credible evidence to suggest that the college did not have regard to disability provisions or applicable legislation.
- Serious and unexplained delays leading to injustice.

4. Financial Implications of Refund and Compensation Policy

- 4.1 The college will incorporate provisions within its annual budget for the potential payment of tuition fee and other refunds and compensation payments to students. A combination of cash reserves policies will be designated for those students where an increased risk of non-continuation of study has been identified. Arrangements will be developed during 2018.
- 4.2 As this is a new area for the institution this policy is subject to a further review in February 2019.