

## Student Protection Plan

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## I. INTRODUCTION

The Edward James Foundation Limited operating as West Dean College of Arts and Conservation ("The College") is committed to helping to ensure students achieve the best academic outcomes from their studies. It is a requirement of The Higher Education and Research Act 2017 for Higher Education Providers to maintain a Student Protection Plan to protect students' interests in the event of 'material change'.

This plan sets out the steps the College will take in order to protect students' interest in the event of amongst others College, campus or programme change or closure and covers specific events that would trigger its implementation, i.e. instances where continuity of study is put at risk through no fault of the students. These may include:

- a. College closure and market exit
- b. Campus closure
- c. Withdrawal or non-renewal of Validation
- d. Closure of an individual programme
- e. Materials changes to programme content
- f. Loss of Tier 4 Sponsor Licence
- g. De-designation for student support purposes
- h. Loss of Key Staff
- i. Loss of Key equipment or facilities

This plan should be read in conjunction with the College's Term and Conditions and Refund and Compensation Policy (See Annex C301).

## 2. Assessment of risks to the continuation of study for students

**Categorisation of Risk - How the College defines "risk", "likelihood" and "impact"**

**Risk** is what might happen, **likelihood** is the chances of it happening and **impact** means the scale of the effect - if it does happen.

The College has assessed the risks to continuation of study and classified the likelihood of it happening using this sliding scale.

- **Very unlikely:** an event may occur only in exceptional circumstances (chance less than 10%);
- **Unlikely:** an event could occur at some time (chance between 10-30%);
- **Possible:** an event should occur at some time (chance between 30-50%);
- **Likely:** an event will probably occur (chance between 50-90%);
- **Very likely:** an event is expected (chance more than 90%).

The College has also classified impact on a sliding scale.

- **Insignificant:** resolution would be achieved during normal day to day activity;
- **Minor:** resolution would require coordinated input from staff;
- **Moderate:** resolution would require input from a dedicated project team;
- **Major:** resolution would require input from the College's Executive Management Team;
- **Extreme:** resolution would require input from the Board of Trustees.

## Identified Risks

- Risk:** College closure and market exit  
**Likelihood:** Very unlikely  
**Impact:** Extreme  
**Reason:** The College operates with a charitable objective to provide education in the arts and conservation and will therefore continue to exist as such. The organization is financially stable and sustainable as reflected in its statutory accounts.
- Risk:** Campus closure  
**Likelihood:** Very unlikely  
**Impact:** Extreme  
**Reason:** All teaching takes place in a single campus and the College has no plans to close the campus or any parts thereof. The College has recently launched a 10 year strategy that includes increasing dedicated teaching space within the current campus grounds. In the event of unplanned temporary closure of parts of the campus, the College's Business Continuity Plan will come into effect to mitigate any disruption.
- Risk:** Withdrawal or non-renewal of Validation  
**Likelihood:** Unlikely  
**Impact:** Major  
**Reason:** The College has had a positive relationship with its validating partner for more than 20 years and a new 5-year partnership agreement is due to be signed in 2018. Should validation however come to an end, a teach-out phase will be entered while a new validating partner is sought.
- Risk:** Closure of an individual programme  
**Likelihood:** Unlikely  
**Impact:** Moderate  
**Reason:** The College delivers a range of niche programmes in line with its charitable objective and would therefore only close programmes in exceptional circumstances and not purely for financial reasons.
- Risk:** Materials changes to programme content  
**Likelihood:** Possible  
**Impact:** Minor  
**Reason:** As part of the validation arrangements and timescales agreed with the university, the College will only make changes to content at planned intervals and not during the academic year.
- Risk:** Loss of Tier 4 Sponsor Licence

**Likelihood:** Possible  
**Impact:** Major  
**Reason:** The College's issues on average 12-14 CAS's per year and the refusal of 1 visa application for whatever reason could potentially result in a loss of Tier 4 as per the Basic Compliance Assessment requirements. A recent internal audit by Kingston City Group and a visit by the Home Office in March 2018 however confirmed that the College is compliant in performing its sponsorship duties.

**Risk:** De-designation for student support purposes  
**Likelihood:** Unlikely  
**Impact:** Minor  
**Reason:** The College does not have a history of recruiting students who rely on student loans and should be able to support students with bursary through funds available for this purposes and in line with the charitable objective.

**Risk:** Loss of Key Staff  
**Likelihood:** Possible  
**Impact:** Moderate  
**Reason:** The College accepts that from time to time it would be unavoidable to lose key members of academic staff, although staff contract would require a terms notice to be provided. However, as the College has adopted a "co-teaching" approach, other members of staff would be able to cover in the short term. The College also makes use of a large number of visiting staff who could be called upon to deliver specialized sessions while a replacement is recruited.

**Risk:** Loss of Key equipment or facilities  
**Likelihood:** Possible  
**Impact:** Moderate  
**Reason:** Equipment and facilities required for the delivery of practical elements of programmes are regularly maintained by a team of technicians and in the event of a loss of equipment alternatives can be sourced within a reasonable time as specified in the College's business continuity plan.

The risks in the table above are not exhaustive and there are other risks which may disrupt College activity. Such events may present in any number of guises but would likely result in one or more of the risks already identified. It would therefore be impractical to exhaustively list every possible event.

Further, risks may operate in isolation or concurrently. The College's mitigating actions may therefore apply to more than one risk.

### **3. Mitigation Measures**

#### **a. College closure and market exit**

In the very unlikely event that the College would permanently close, the College will assist students with finding alternative providers to complete their studies and where appropriate provide refunds and compensation in line with the College's Refund and Compensation Policy.

#### **b. Campus closure**

On resource, academic, student experience or health and safety grounds it may be necessary to close a site or part of the campus and/or move programmes. Unless taken on the grounds of emergency relocation due to unanticipated events, or on the grounds of a material improvement of facilities, the College undertakes not to close a site or relocate a programme while teaching is underway for the academic year, nor within a month of the start of an academic year.

Where a site is closed or programme relocated, programmes and services affected will be delivered instead at, as far as possible, appropriate alternate premises on College land or at other suitable locations within a 10 mile radius of the College.

#### **c. Withdrawal or non-renewal of Validation**

In the event that the University decides to withdraw or not to renew validation of the programmes offered at the College, the College will work with the University to ensure that all students who have started their programme of study will be able to complete.

Following a University decision to no longer validate programme(s), the College will work to identify an alternative validating partner.

#### **d. Closure of an individual programme**

Where the College decides to close a programme, transitional arrangements will be established to protect the experience of the students on the programme. Termination or suspensions will normally be phased, enabling existing students to complete their programme of study. In the exceptional circumstances where this may not be possible, alternative arrangements will be put in place to safeguard the ability of students to complete their studies. All affected students will receive detailed communications at all stages, and be offered the option to discuss the implications with the College's Director of Education.

The implications of the closure of the programme will already have been carefully considered including:

- The impact of the closure on students;
- the strategic consequences of the closure including the impact on other programme and/or collaborative projects.
- how the quality and standards of the student experience will be maintained until the completion of the termination process.
- the process of consultation with or notification of students where the delivery of the programme will materially change.
- progression of students who may need to repeat units.
- the strategy for on-going delivery and support (including areas such as external examiner arrangements, revalidation requirements, etc.) during the phasing-out period.

- the implications regarding professional body registration (where applicable).
- notification of prospective students (where applicable).

e. Material changes to programme content

Where significant updates to content are made, for example substitution of units of study, changes to unit content or assessments, these will be proposed via School Boards and the Academic Board, where students are represented, before approval by the validating partner.

Students who already hold an offer to study but have not yet started their programme will be informed of any significant programme changes by a member of the Academic Registry and all programme specifications published on the College website will be updated.

f. Loss of Tier 4 Sponsor Licence

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 institution, the opportunity to postpone their application pending the resolution of the suspension.

In the event of revocation of Tier 4 Sponsor Licence, the College 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.

g. De-designation for student support purposes

In the event of de-designation of its programmes for 'Student Support' purposes (resulting in the withdrawal of student finance for its programmes) the College will appeal the decision/make a new application for designation with a view to the restoration of this for the coming academic year. The College will also 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.

h. Loss of Key Staff

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. A significant complement of sessional/visiting teaching staff is involved in the

delivery of the College's provision which forms a resource from which staff cover can be obtained at short notice.

i. Loss of Key equipment or facilities

The College's Business Continuity Plan covers actions to enable continuity of educational activity in the event of damage to buildings or equipment.

#### **4. Arrangements for Refunds and Compensation**

The College's Refund and Compensation Policy (attached hereto) sets out the grounds and types of refund and compensation available to students including where tuition fees have been paid to the College by students in receipt of a tuition fee loan from the Student Loans Company, by students who pay their own tuition fees or by students whose tuition fees are paid by a sponsor.

The College maintains sufficient insurances and cash reserves to ensure business continuity in the case of exceptional events and to cover the costs of refunds and compensation as described in the Refund and Compensation Policy.

#### **5. Communication with Students**

- The Student Protection Plan will be made available to all current and prospective students through publication on the College's website and VLE.
- We will include student consultation, review and representation in our decision-making through the College's Academic Committee structure and dedicated focus groups as appropriate.
- Should this protection plan need to be triggered, current and/or prospective students will be contacted by a member of the Academic Registry within 5 College working days of the date on which an applicable change was decided upon or notified to the College.
- The College will take all reasonable steps possible to avoid implementing change during an academic year or making changes close to the start of an academic year.
- In the event of programme closure, the College will take reasonable steps to ensure that existing students may complete their current programme to the original timescale at the College.
- Where changes are such to render it impossible for prospective students to study on their intended programme and/or with the intended financial support, the College will endeavour to offer eligible applicants a place on an alternate programme, or assist existing offer holders in securing a place elsewhere.