

# Student Protection Plan

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Document Control

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| 1.0  | Full systemic review  | VPCQ  | Sept. 2019  |
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Approval

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| **Approved By**  | **Meeting Date**  | **Next Review**  |
| Senior Leadership Team  |  27 February 2020 | July 2021  |

Related Policies

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| **Ref**  | **Policy**  |
|   | Equality and Diversity Policy  |
|   | Stakeholder Feedback Policy  |
|   | Data Retention Policy  |
|   | Data Protection Policy  |

Equality Impact Assessment

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| **Equality Impact Assessment**  |
| The policy has undergone an Equality Impact Assessment (EIA) confirming that there are no negative consequences in the case of this policy.  |

**Student Protection Plan**

Policy Statement

Introduction

1. This plan lays out the measures that Moulton College (“the College” or “we”) and its validating partner, the University of Northampton (“the University”), will take to protect the quality and continuation of study for our existing or prospective students (“you”) in the event of potential negative events, such as change or closure of a programme, or a campus.
2. This plan has been approved by the College and is recognised by the University. We have assessed a range of risks to the continuation of your studies, including measures we will take to reduce, manage or respond to those risks. The main areas of risk and related measures are shown in section 3. The measures contained in this plan are in addition to your statutory rights.
3. Throughout this plan, an “on-course student” means one who is actively enrolled, pursuing their course and attending classes at the relevant point. This plan is made available to you as a prospective or on-course student and can be accessed publicly on the College’s website, is referred to in the Student-College contract and associated terms and conditions, and is located in the relevant Handbook and Information page on the VLE, accessible to on-course students.
4. This plan is accessible by our staff via the college’s Staff Hub. It is also incorporated, where needed, in staff training and academic course reviews. It is reviewed annually by the College’s Senior Leadership Team (SLT) in consultation with our Student Representative group.
5. If you wish to provide feedback regarding our management or implementation of this plan please follow the Complaints Procedure located in the relevant policy, on the Staff Hub and Information page on Moodle.

Our commitment to you as an on-course student or prospective student

1. We will include student consultation and representation in making decisions in the operation of this plan. This will normally be through student representatives at Academic Board and Course Committees.
2. Should any aspect of this plan need to be triggered, you will be contacted by a member of the Student Services team within one College working week (5 working days) of the date on which an applicable change was decided upon or notified to the College.
3. As much as it is within our control, we will take reasonable steps to avoid implementing change during an academic year or making changes close to the start of an academic year.
4. In the event of programme closure, we will take reasonable steps to ensure that you, as an on-course student, may complete your current programme to its original timescale at the College.
5. Where changes are such that you, as an on-course student, may not be able to complete your current programme, we will aim to ensure that you may continue your studies at the College for a “continuity period”; this is a period of continuity, lasting until the end of the current academic year, which gives time to explore alternative feasible solutions.
6. We will, with the support of the University as the awarding body, arrange for you, as an on-course student, to complete your studies with another provider or leave with an appropriate exit award at certificate or diploma level, should all other options be exhausted.
7. We will be supported in this plan by the University, and the College Board of Trustees will take reasonable steps to ensure that the College’s resources are appropriately deployed to fulfil its various responsibilities during any continuity period.
8. We undertake to update our website or Moodle within one college working week (5 working days) of a decision or notification of significant change or closure, including all scenarios outlined below and anything that puts the College, as a whole, into a continuity period.
9. Where changes are such to render it impossible for you, as a prospective student, to study on your intended programme with intended financial support, we will endeavour to offer you a place on an alternative College programme, or if you are an existing offer- holder, to assist you in securing a place elsewhere and/or liaise with others with a view to facilitating a similar programme elsewhere. This includes all scenarios outlined below.

Measures we will take in specific situations

1. In the following paragraphs, a range of risks and scenarios are identified, along with the measures the College and the University will take to protect your continuity of study.
2. These are in addition to, or by way of further detail on, the general commitments in the previous section.
3. Inclusion of a scenario should not be assumed to mean we consider it likely to occur.

Updating of programme content, regulations and policies

1. An ongoing commitment of the College and the University to quality assurance and enhancement means that, from time to time, programme content, University regulations and College policies will be updated.
2. Where updates to programme content are made (for example substitution of modules, changes to module content or assessment activities), these will be proposed via the College and Academic Board, where students are represented, before approval by the University.

1. The College will aim to avoid making any changes to advertised programme content within three months of the start of the first academic year affected.
2. Changes to University regulations shall normally apply only to students who first enrol after approval of those revisions, unless the changes are not deemed significant or are clearly in your interest. Thus, different regulations may apply to different cohorts on a programme, and shall be documented in the Programme Handbook as for that cohort.
3. Normally, new or revised College policies shall apply to all students from the start of the academic year following approval by the College’s Academic Board, with the exception that any changes advantageous to you may be introduced during an academic year.

Closure of an individual programme

1. On strategic, resource, academic or student experience grounds, it may be necessary to close a programme. In such cases and where possible, the College will offer you, as an on- course student, a choice of options, noting that the College will aim to avoid closing a programme within three months of the start of an academic year:
2. to continue as planned to be “taught out” on the original programme, where the College considers this to be a viable option on academic, student experience and financial grounds, noting that this may itself be subject to the number of students so electing. Where this is not viable, the College will aim to enable you, as an on-course student, to continue with your current programme for the remainder of the academic year in which communication of the decision to close the programme is made, provided this gives you notice of at least three months. Where the decision is communicated within three months or less of the end of an academic year (i.e. 31 August), we will aim to enable you, as an on-course student, to continue with your current programme for the remainder of that academic year and for the whole of the following academic year.
3. to transfer to a similar or replacement College programme, where available.
4. to transfer with the College’s assistance and the support of the University as awarding body, to a programme either at the University, *in the event that there is a comparable programme*, or to another provider in discussion between the University and the College (if neither a nor b are possible).
5. In the event that neither a, b or c is possible, to enable the on-course student to leave with the appropriate exit award.

Closure of a specific site or campus

1. On strategic, resource, academic, student experience or health and safety grounds, it may be necessary to close a site or campus and/or move programmes between sites.
2. Unless taken on the grounds of emergency relocation due to unanticipated events or on the grounds of a material improvement of facilities, the College will avoid closing a site or relocating a programme either while teaching is underway for the academic year in which a decision is made, or within a month of the start of an academic year.
3. Where a site is closed or programme relocated, programmes and services affected will be delivered instead at appropriate alternative College premises that are relevant and designated for student support purposes. You will be expected to attend those alternative premises, and consideration will be given to reimbursing you with reasonable additional travel expenses.

De-designation for student support purposes
(which allows students to apply for tuition fee and maintenance loans)

1. Where the College’s designation is withdrawn, suspended or is not successfully renewed, and depending on the circumstances of de-designation, the College will, if it considers there are grounds to do so, appeal the decision, or make a new application for designation, with a view to the restoration of this for the coming academic year.
2. Where appropriate, the College will also apply for “teach out designation”, allowing you, as an eligible on-course student, to continue to access student tuition and maintenance loans for the remainder of your studies on the current programme at College, assuming it was designated up to that point.
3. In the event of teach out designation not being granted, the College with the support of University as the awarding body will endeavour to transfer you, as an eligible on-course student, in receipt of or seeking loans, to the University, *if there is a comparable programme*, or another designated provider in discussion between the University and the College, should you so wish.
4. It is anticipated that de-designation, in itself, is unlikely to have a material effect upon on- course students eligible for student loans, while other students may also be unaffected as they are not eligible for, or do not wish to apply for, student loans. However, a broad application of de-designation may also relate to, or lead to, the closure of the College and you should also note provisions made in points 34-35 below.

Withdrawal or non-renewal of validation

1. Where the above occurs for one, more or all programmes, in line with the College’s validation agreement with the University, you, as an on-course student, studying a programme validated by the University, will normally be permitted to complete your intended studies at the College, subject to normal maximum timescales.
2. If, for whatever reason in line with the validation agreement, the University determines that this cannot occur, then the College and University will aim, in all cases, to enable you, as an on-course student, to continue with your current programme at College for the remainder of the academic year in which communication of the decision to end validation is made, subject to the College having the funds to support this.
3. Following a University decision to no longer validate programme(s), the College will work to identify an alternative validating partner, with a view to putting this arrangement in place for the academic year following the University’s decision. You will be advised and supported by the College in choosing between the following options, if and when they become available:
	1. transferring to a College programme validated by another partner
	2. transferring to another provider in discussion with the College and the University as awarding body(if a is not possible).

Closure of the College and market exit

1. As with all providers, an extreme set of events may lead to the prospect of the College being closed or a decision taken by the College’s Board of Trustees to exit the market served by the College.
2. This may be triggered, for example, by the College becoming insolvent or through falling student demand, withdrawal of validation or regulatory matters, or a major event rendering the College’s mission non-viable.
3. In such cases, the following will apply:
4. Where a decision to close is taken, the College will immediately enter a “continuity period” allowing you, as an on-course student, to continue with your current programme for the remainder of the academic year in which communication of the decision to close the College is made. This will be subject to the College having the funds to support this.
5. During the continuity period, the College will work with the University, as the awarding body, to devise and establish the best possible option and opportunity for you, as an on- course student to complete the academic year and any subsequent year(s) required by the course.

Refund of fees and compensation

1. If we are unable to run a programme for which you, as a prospective student, have applied, we will refund any fees paid in advance.
2. As an on-course student, you will continue to be liable for all tuition and other fees relating to your original programme for as long as the College is able to provide that programme; this includes any teach-out or continuity periods. No refunds or compensation will be due.
3. If, in any of the circumstances above, we are unable to continue to provide the programme you have been studying, but we can offer an acceptable alternative programme, your tuition fee liability will be set at the lower of the two programmes for its remaining normal duration. In other words, your tuition fee will be no more than before and you will benefit from any reduction.
4. If, in any of the circumstances above, we are unable to continue to provide the programme you have been studying and you are required to attend our programme on another site or campus, we will reimburse you, on application, with reasonable additional travel expenses for the remaining normal duration of your programme.
5. If you are in receipt of a College bursary, the terms of this will continue to be honoured in the event of a change of programme, site or campus or during any teach-out or continuity periods.
6. If, in any of the circumstances above, we are unable to continue to provide the programme you have been studying or offer an acceptable alternative programme, and you have no option other than to transfer to the University or another provider, we will, subject to the College having the funds to support it:
7. refund any fees you have paid to us in advance that no longer apply
8. cover any difference in the tuition fees of your new provider against our own fees for the remaining normal duration of your programme, unless that difference can be covered by an increase in your tuition fee loan, where applicable
9. reimburse you, on application, with reasonable additional travel expenses for the remaining normal duration of your programme, plus the cost of up to two preliminary visits to the new provider.