

# **East Surrey College**

## **Higher Education Student Protection Plan**

### **Academic Year 2020/21**

#### **1. Introduction**

This plan sets out the steps that East Surrey College (“The College”) will take to protect the Higher Education (“HE”) student interest and ensure continued study in the event of course or College closure or change. The steps described in the plan are in addition to the statutory rights of the student/prospective student which are unaffected by such.

At the time of publication, this Plan will have been approved by the College Executive.

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Legal name: The East Surrey College Corporation t/a Orbital South Colleges

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#### **2. Commitment to Students and Prospective Students**

- Current students have the right to expect to be reasonably included in decision-making around student protection matters.
- Should an element of this plan be triggered, students/prospective students will be contacted within 2 working days by the relevant Director of Learning/Head of Department or their nominee.
- Reasonable steps will be taken by the College to avoid implementing the Plan during an academic year.
- Should the Plan involve programme closure, reasonable steps will be taken to ensure students are able to complete to the original duration of the programme.
- If this is not possible, existing students will be permitted a “continuity period” for a minimum of two terms with no fee attached whilst resolutions are sought. Governors will be responsible for ensuring this is adequately resourced.
- Arrangements will be made to transfer students to a different provider should all other options be exhausted.
- The College undertakes to accurately publicise its decisions/notifications in all forms of relevant public information (eg its website, UCAS) within 2 working days of any student protection measures in this Plan being implemented.
- Should any measure in this Plan be invoked such that it is not possible to offer prospective students a place on their chosen programme, the College will offer alternative programmes at the College, information, advice and guidance, and/or assist prospective students in securing places elsewhere. If applicable, the College will notify UCAS so a substitute choice is allowed.
- Sections 3 and 4.3 have been updated to reflect the risks posed by government restrictions imposed in the context of a public health emergency.

### **3. Assessment of Risk**

The risk that East Surrey College as a provider as a whole is unable to operate is very low as the College has sustained Outstanding financial health. The College operates a Risk Management Policy which sets out details of relevant approaches to financial risk. Mitigation is detailed in 4.6.

The risk that HE programmes will no longer be available at Gatton Point or Gatton Point South is very low because there are no plans to discontinue curriculum operations at these campuses. In the case of a public health emergency, as for all educational institutions, there is a significant risk that physical campuses may become temporarily unavailable or physical delivery must be adapted to smaller numbers/partial cohorts, or becomes intermittent. Mitigation is detailed in 4.3.

The risk that student support designation is removed from the College is very low, however mitigation is detailed in 4.4.

The risk that awarding body partners remove validation arrangements is moderate, but this is very unlikely to not involve the teach-out of current students. Mitigation is detailed in 4.5.

The risk that programmes with enrolled students will close is relatively low as the College commits to ensuring these programmes are delivered. Mitigation is detailed in 4.2.

The risk that programmes are closed prior to enrolment is moderate as small numbers of applications in niche subject areas are a genuine possibility. Mitigation is detailed in 2.

The risk that a key member of lecturing staff is temporarily or permanently unavailable to a programme is moderate. Mitigation is detailed in 4.7.

### **4. Student Protection Measures**

#### **4.1 General Updating of Programme Content, Regulations or Policy**

From time to time, it may be necessary to update programme content, policies and regulations. This is part of the College's ongoing commitment to continuous improvement in quality assurance.

When changing programme content, the College undertakes to attempt to avoid changes in-year. This is extremely unlikely to happen anyway on degree programmes due to the need to secure changes through a committee process at the partner university. Changes are proposed to College HE Board in the first instance, which has student representation, and these changes will then proceed to the university. For Higher Nationals, it may be necessary to substitute non-mandatory units in-year but this will always be done with full student consultation by the Director of Learning/Head of Department, and as a last resort.

Changes in awarding body regulations and policies will only occur before a new enrolment session so will not come into force in-year. It may be necessary for the College to update its own policies and regulations in-year. Academic policies, and those directly affecting students, are always approved by the Governing Body, generally Learning and Quality Committee, which has student representation. The most up-to-date version will always be available on the College website. If a student is disadvantageously affected by an in-year policy change, the Principal/Group Quality Lead will refer to the previous policy in-year to ensure there is no disadvantage in an appeal.

#### **4.2 Closure of a Programme Before and After Enrolment**

The College Executive, in conjunction with the Director of Learning/Head of Department and the Director of Higher Education, may rarely take a strategic decision to close a programme that has insufficient application numbers to render it viable. This could be on academic, resourcing or student experience grounds. The College has never closed an HE programme where students have already enrolled, but it does recognise that on very rare occasions this may also be necessary.

Enrolled students will be offered up to three options depending on circumstances:

- 4.2.1 To continue to be taught out as planned on the original programme. This may depend on the number of students wishing to choose this route. The College undertakes to provide 22 further teaching weeks following the communication of the decision to close the programme, and up until the end of the term where the 22 week period ends.
- 4.2.2 To transfer to a similar or alternative programme at the College, where available.
- 4.2.3 To transfer with the College's assistance to another provider, generally as listed at the end of this document in Section 7.

### **4.3 Relocation of Programmes, and Partial or Full Closure of the College Campus**

It may on rare occasions be necessary to relocate a programme from Gatton Point to Gatton Point South and vice versa. This would generally be on health and safety grounds, but it may also be associated with resourcing or the student experience. As the sites are within less than five minutes' walk each other, this would not present a significant issue for students.

As for all educational settings, there is now a significant risk of an extended temporary closure of the whole College, and all students will be kept informed of arrangements according to the College's emergency contingency planning.

Under many closure circumstances, temporary teaching accommodation will typically be sought as close to the College site as is practicable (including at the John Ruskin College site in Selsdon which does not currently offer HE), and delivery will be resumed within a reasonable timeframe.

In the case of public health restrictions being imposed by the government, exclusively online delivery will be used if this is the best/only option, although in some scenarios small groups may be able to attend classes and/or complete practical tasks on site. For subjects requiring practical assessment, the College will work with its Awarding Bodies to mitigate any impact on the interests of the student (eg alternative assessments, tutor-derived grades, controlled access to facilities or deferral of assessments).

### **4.4 Removal of Student Support Designation**

If the College's ability to offer programmes that are eligible for student loans (fee and maintenance) support is withdrawn, the College would generally appeal such a decision, and/or apply for "teach-out designation" allowing support for existing students to continue to be in place until their studies are completed. The College may also explore the option of operating as a franchisee of another eligible provider.

It is important to note that de-designation may be linked to 4.6 below. If this is not the case, but the College is unable to secure either "teach-out designation" or a franchise arrangement, the measures in 3.6 would still apply.

### **4.5 Withdrawal of Validation of Programmes**

Under the College's typical agreement with its awarding partners, students enrolled on higher education courses are normally permitted to complete their studies subject to the normal maximum timescales, even if validation arrangements are subject to a phased planned withdrawal.

If this is not the case, for whatever reason, the scenarios in 4.2 will apply. It will also be the case that the College will work with sector and regulatory bodies to identify alternative validation partners.

#### **4.6 Permanent or Long-Term Closure of the College**

As with any organisation, an extreme circumstance may lead to the College being closed on a permanent or long-term basis. This may be on a number of grounds generally associated with a force majeure or a financial collapse. In such cases, the scenarios in 3.2.1 and 3.2.3 will apply if and when they become appropriate and available. It is possible that during this "continuity period" that the College might be merged with another organisation, in which case students will be fully consulted as to their wishes and support will be given to transfer to other providers. If the closure involves a long term closure of the East Surrey College site, it is possible that the John Ruskin site will be used as in 4.3.

#### **4.7 Permanent or Temporary Loss of Key Staff Member**

It is very occasionally the case that a key member of teaching staff leaves their post mid-year, or at relatively short notice, or that they are forced to take significant sick leave. As all HE programmes have wider staff teams, there are a variety of options available: alteration of timetable to mitigate short term effect of absence; a substitute lecturer from the internal team or from an agency; recruitment of a new staff member; secondment of a staff member from another institution.

### **5. Provision for Refunds and Compensation in the Event of Course/Institutional Closure**

In the unlikely event that it is not possible to preserve continuity of study (including continuity purely online in the context of unavoidable public health restrictions), the College Fees and Refunds Policies makes provision for refunds regardless of whether the fee is paid by the Student Loans Company, the student, or a sponsor. The College makes the commitment to honour any student bursaries in the case of course, campus or institutional closure in its Access and Participation Plan.

The College makes provision in the Fees Policy for the following:

- The payment of additional travel costs for HE students affected by a change in location of their course.
- Compensation for maintenance costs and lost time where it is not possible to preserve continuation of study on HE programmes.
- Compensation for tuition and maintenance costs where HE students have to transfer courses or provider.

In the interim, any decisions will be made on the above by the Chief Operating Officer in conjunction with the College Executive.

The College has sufficient cash reserves and other assets as evidenced by its Annual Financial Accounts to deliver the financial implications of its Fees Policy.

### **6. Communication with Students about the Student Protection Plan**

The College will publicise this Plan on its website so it can be accessed by current and prospective students.

College Senior Management Team will be made aware of the implications of this Plan during briefing activities, primarily so they understand the implications of course changes.

The College will review its Student Protection Plan regularly by consulting with Student Governors and HE student representatives.

Should material changes to courses be agreed, the students affected will be informed by their Director of Learning/Head of Department within 2 working days of the decision being made, although in practical terms they will be normally be involved in consultations leading to a decision being made.

If any measures in the Plan are implemented, the Principal/Group Quality Lead will undertake to oversee support for students collectively and individually by facilitating both consultations and support regarding the transfer to other providers, and financial recompense if relevant. This will typically be delegated to the Director of HE but may involve colleagues from Admissions, Curriculum and Finance.

If any measures in this Plan are implemented, students would also be signposted to Citizens Advice for independent advice, alongside the College's own Information, Advice and Guidance service.

## 7. Recommended Alternative Provision

Where students are directed to another provider, in most cases it will be those described below.

It is acknowledged that in many instances, although alternative provision is listed below, the College and the student(s) will negotiate on an individual basis.

<b>East Surrey College HE Programme</b>	<b>Alternative Provision</b>
FdA Management	By negotiation – on a case-by-case basis
FdA Early Years	University of Chichester; Crawley College; NESCOL
FdA Sound and Music Production	Greater Brighton MET (Northbrook)/Southampton Solent University
FdSc Internet Software Development	By negotiation – on a case-by-case basis
HND/BA Photography	West Kent and Ashford College
HND Graphic and Digital Design	West Kent and Ashford College
HND/BA Theatrical Make-Up	By negotiation – on a case-by-case basis
HNC Sport (Coaching and Sports Development)	By negotiation – on a case-by-case basis
HNC/D Construction	Guildford College/London South Bank University
BSc Quantity Surveying	London South Bank University
HNC/Ds Engineering	By negotiation – on a case-by-case basis – but typically University of Portsmouth or London South Bank University