

## Annex D: Template for a student protection plan

Provider's name: Walsall College

Provider's UKPRN: 10007315

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### **Student protection plan for the period 2019/20**

**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**

*Please provide an evidenced statement of your assessment of the range and level of risks to the continuation of study for your students. For example:*

Walsall College is committed to helping to ensure students achieve the best academic outcomes from their studies. Events may occasionally occur which mean that unforeseen changes have to be made to modules or programmes.

The *Higher Education and Research Act 2017* (and for registration to the Office for Students who came into being April 2018), requires the College 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.

There are risks that could apply to College provision, as triggered by situations such as:

- 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 College status;
- withdrawal of designation for student support purposes;
- a decision has taken not to run a course for the subsequent year;
- major changes in year to course content;
- changes to regulatory framework affecting a specific course;
- loss of accreditation from regulatory bodies, e.g. Ofsted, QAA, OfS;
- loss of accreditation from awarding organisations, e.g. Pearson, BCU;
- industrial action by College staff or third parties;
- the unanticipated departure of key members of College staff;
- disruption of College activity (e.g. temporary disruption within term-time not covered by any of the above).

*The above list is not exhaustive.*

The likelihood of the College closing is exceptionally low. The Government's rationalisation of the post-16 further education sector resulted in a high-level intervention at regional level entitled 'Area Review'. Each area review aimed to establish the best institutional structure to offer high quality provision based on the current and future needs of learners and employers within the local area. The review aimed to ensure institutions are financially viable, sustainable, resilient and efficient, and deliver maximum value for public investment. Where this was not the case, Colleges were forced to merge with other local providers to offer a rationalised curriculum with greater financial resilience. The outcome of this review dated June 2016, recognised that Walsall College was an outstanding organisation with excellent financial health. The College was able therefore to continue operating as a viable and successful independent College in the Black Country.

The QAA review of Higher Education (December 2014), recognised the high quality of teaching, learning and assessment. The College was commended for the quality of student learning opportunities, identifying many areas of good practice.

The HEFCE Annual Provider Review 2016/17 outcomes recognised that Walsall College was meeting all quality and standards matters. This means that qualification standards are reliable and reasonably comparable to those across the UK. The report also recognised that student academic experience is of high quality and student outcomes are generally good or excellent and continuous improvement was demonstrated.

The College's Pearson Higher National provision is subjected to external quality assurance measures, which help, ensure that national standards are being met and maintained. Pearson use quality assurance to check that the College is working to the appropriate standards, in order to identify and provide support where it is needed in order to safeguard certification. It ensures that the standards and requirements for

the Quality Assurance for Higher Education (QAA) are met. The Enhanced Quality Assurance measures introduced in 2016 are designed to ensure that Centre procedures and practice in delivering higher education, meet the requirements of the Quality Code.

The February 2013 Ofsted report found that provision at the College was outstanding across the three aspects of Outcomes for Learners, Quality of Teaching, Learning and Assessment, and Effectiveness of Leadership and Management.

The College's financial health is 'Outstanding' as assessed by the ESFA. The College vision, articulated through the dedication and professionalism of our people, financial stability and quality of provision and services, is firmly rooted in highly ambitious success measures. The College's largest source of income by far is generated by the 4,500 further education students, together with a significant proportion of apprenticeship provision. Higher Education at the College, therefore, is relatively small but it is able to benefit where necessary from the wider funding opportunities that the College receives. The future survival of the College does not rely upon the income gained from higher education provision and this allows some contingency where enrolment figures decline in some areas of delivery.

The risks associated with the loss of particular staff expertise which could potentially impact on the delivery of a unit of study is low, because our courses are taught by integrated teams of curriculum staff that also teach on a range of other levels in the College. This allows good flexibility in terms of access to specialist staff. The College does not offer any highly specialised programmes as such, and therefore we are not subject to bespoke staffing or resources.

The College offers the majority of its higher education provision through Pearson higher national qualifications at levels 4 and 5. These are standalone one-year full-time or two year part-time programmes and therefore enable students to consider progression at the end of level 4 which may see them apply for a level 5 top-up elsewhere, such as a university of their choice. It is not uncommon for students to begin their higher education journey with us at level 4, in order to find an increasing confidence, which feeds an aspiration to progress further afield or at a specialist university provider. The College therefore sees its higher education offer as a highly accessible model enabling increased choices for progression at each stage. Similarly, it is not uncommon for the College to receive students directly at level 5 where it can be the case that they have not enjoyed their first year at university. In terms of student protection, the risk associated with programmes closing or no longer being offered is limited, as we deliver one-year full-time programmes. This ensures that every student that starts a programme with us can be confident that their programme will continue to be offered and fully resourced until its conclusion at the end of the academic year. For part-time programmes, this is equivalent to two academic years.

Students studying HE at Walsall College enrol each year on a specific level of study, and they understand that progression to the next level of study cannot be guaranteed, as this will be based upon viable numbers enrolling. The College works hard to attract and maintain students to ensure that progression opportunities are viable and have a number of contingencies that work well should this not be the case. These measures are outlined in section two of this document in terms of mitigating plans where risks materialise.

The risks that we no longer deliver courses in association with our partners based in London (LCCA) is medium, in that the contract between our separate organisations is subject to annual review and renewal. This poses a certain risk to students at this site should LCCA cease to operate as a centre, and the College has therefore ensured that robust safeguard agreements have been built into the contract, which are legally binding.

The College works in partnership with Birmingham City University (BCU), to offer a range of level 6 top-up programmes across several curriculum areas. Progression onto these programmes for students is subject to interview and achievement at level 5. Students studying on level 6 programmes are therefore subject to the BCU's student protection plan. The College also offers Teacher Education programmes at higher education level in partnership with Warwick University, and as such, students enrolled on these courses are subject to Warwick's student protection plan.

## **2. The measures that you have put in place to mitigate those risks that you consider to be reasonably likely to crystallise**

*Please provide an evidenced statement of the measures you have put in place to preserve continuation of study for your students in those areas where you consider the risk to be increased. For example:*

The College works closely with a number of regional providers who also offer level 4, 5 and 6 provision. In cases where the College is not able to offer the subsequent top-up level, (this is mainly due to a lack of recruitment, meaning that the provision is not financially viable) heads of department oversee link arrangements which seek to assist students in sourcing alternative provision. These arrangements work extremely well, and have helped foster close working relationships regionally between institutions.

In these instances, there is no particular obligation for the College to offer the next level of study and students are made aware, prior to enrolling, that progression to the next level cannot be guaranteed. As stated, we work tirelessly in these cases to ensure there are local options available through our collaborative working networks (such as the Black Country Colleges Higher Education Group), however, this is not classified as student transfers as students are not in fact transferring from one HE provider to another, but merely concluding their learning aim with one provider and commencing the next level with another. In circumstances where a student wishes to study with another provider mid-way through their HE programme, the College will support this through the provision of student transfer arrangements as appropriate.

In circumstances where progression to level 5 is not viable due to low numbers, the College continues to review the potential to offer the course as a blended programme. In practice, this may support low student numbers at level 5 (cohort sizes below 7 students) merged with students studying at level 4 and/or level 6. The College ensures that there are clear, differentiated expectations and outcomes for individuals studying at the separate levels, and students often enjoy the benefits such as the challenge of peer mentorship. Student satisfaction levels are high and show that this model works well where it has been necessary to merge groups. This significantly reduces the risk of a particular level of HE, not being offered as a progression opportunity.

Should Walsall College have no option, other than to close a course, it will consider options to protect student experience, such as:

- delivering an adjusted version of the same course;
- offering the students concerned the chance to move to another course;
- providing assistance to these students to switch to a different provider.

In regards to our partnership with LCCA, students are classified as Walsall College students, and therefore benefit from the same Student Protection Plan. Partnership with LCCA has been risk assessed and outlines the level of support to students, should this partnership change in any way during their studies. This confirms that students will remain on a financial support package equal in value to the package advertised when they originally applied for the course.

Our formal and legally binding contract with LCCA outlines that all parties agree that provisions of the agreement shall continue to subsist for as long as may be necessary, to enable students to complete the programme should the partnership terminate.

**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**

*Please link to or provide a copy of your refund and compensation policy and ensure that it makes provision for:*

Section 7 of Walsall College's Fees Policy (2018/19) outlines the following with regards to refunds:

**Full refunds are only made in the event of:**

- The College closing a course or class;
- The College making other changes to the course, such as times/days, which means that the student is unable to attend or continue their studies;
- A complaint about the course being upheld. This may result in a full or partial refund at the discretion of the Head of Department.

If a course has been cancelled, the refund will be returned to the student by either BACS or cheque.

**A refund may be made in the following circumstances:**

- If a student withdraws within the first two weeks of a course (irrespective of course length) without attending a full refund is offered;
- If a student withdraws within the first two weeks of a course (irrespective of course length) and has attended a refund of any costs paid is offered minus a £30.00 administrative charge;
- If a student withdraws after two weeks of the course starting (irrespective of course length) any applications for refunds must be approved by the Director of Finance with no refunds in the last third of a course;
- Any amounts received from students or other bodies in error – i.e., duplicate payments;
- Where the College cannot preserve a student's continuation of study; i.e. in the following circumstances (this list is not exhaustive):
  - students in receipt of tuitions fee loan from the Student Loans Company;
  - students who pay their own tuition fees;
  - 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;
  - compensation for tuition and maintenance costs where students have to transfer courses or provider.

Students who study at LCCA are classified as Walsall College students, and therefore benefit from the same access agreement and financial regulations and support. LCCA students will remain on a financial support package equal in value to the package advertised when they originally applied for the course.

*Please provide an evidenced statement of how you will ensure that you can deliver the financial implications of your refund and compensation policy.*

The College has cash reserves which would be sufficient to provide refunds and compensation for students for whom we have identified an increased risk of non-continuation of study.

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

*Please provide a statement about how you will communicate the provisions in your student protection plan to current and future students. For example:*

We will publicise our student protection plan to current and future students by clear promotion on the College website.

The College's HE Management Board will consider all risks which are pertinent to student protection. The HE Management Board is attended by external stakeholders, including representation from our HE student body. The board will ensure that staff are aware of the implications of our student protection plan.

We will review our Student Protection Plan on an annual basis in full consultation with current HE students, and this will be documented in meetings such as the HE Management Board and the Student Voice Committee, which is chaired by College Governors.

Should any feature of our Student Protection Plan need to be implemented, we will immediately inform our students via formal recorded channels such as the HE Management Board and the Student Voice Committee. In specific cases where particular cohorts are affected, we will hold extraordinary meetings at curriculum cluster level to ensure College management fully supports the students understanding and take on board any concerns. Any students affected will have the opportunity to personally speak with the Curriculum Manager of Higher Education and/or the Director of Student Journey; such meetings will ensure that students have access to independent advice and guidance.