

# All Nations Christian College

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## Student Protection Plan for Students on All Nations Christian College Programmes Validated by the Open University

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### 1. Introduction

All Nations Christian College Limited (ANCC) recognises that entering into higher education is a significant investment both financially and in terms of time and commitment. This student protection plan for students on Open University (OU) validated programmes sets out what measures the College has in place to protect students in the event that a risk to the continuation of their studies should arise.

The College is required to complete this Student Protection Plan in order to meet the conditions of the regulatory framework published by the Office for Students (OfS) and to meet OfS approval. The Office for Students is the regulator for English Higher Education. The College will inform the OfS of any event that requires the implementation of the provisions of the plan, except for the closure of an individual programme of study. The OfS has the power to issue a Student Protection Direction (SPD) or supportive Student Protection Measures (SPM), which the College must follow, should it consider there is a material risk that the College will or will be required by law to fully or substantially cease the provision of higher

education. An SPD/SPM will not be issued in these circumstances unless this is considered to be in the best interest of the student body.

The measures in this plan are in addition to the protections students have under consumer protection law and do not impinge on their consumer rights.

### **1.1. The College commits to:**

- 1.1.1. Be open and transparent with students should any risk to studies arise and will endeavour to inform students in a timely manner.
- 1.1.2. Take reasonable steps to protect studies should we discontinue a programme, close a building where a programme is taught or close the institution altogether.
- 1.1.3. Consider student views before deciding to implement any substantial changes to a programme, discontinuing it, or closing a location.
- 1.1.4. Take into consideration the needs of all our students and the impact on them of any proposed changes and protective measures, this includes students with special disabilities and/or health conditions.
- 1.1.5. Communicate this plan and any revisions to it annually to the student body. If there are any concerns or feedback in relation to this plan students are encouraged to speak to a member of the Senior Leadership Team.

The type of event or changes that might cause such a risk are detailed below together with the protection measures put in place to set out how students interests would be protected in such an eventuality.

## **2. Range of risks to the continuation of study for students**

2.1. A non-exhaustive list of risks to the continuation of study for students is:

- Closure of part or all of the College's premises
- Significant alteration to a programme of study during the academic year
- Suspension or closure of a programme of study
- Suspension of Student Sponsor Licence
- Loss of key staff
- Withdrawal of course designation by OfS
- Withdrawal of OU validation or change in validator
- Winding up of the College as a Higher Education Provider

## **3. Closure of part or all of the College's premises temporarily**

3.1. In the event that part of the site is considered unusable for the purposes of teaching, the College would endeavour to minimise the disruption to students and services by finding alternative teaching spaces on site and/or considering the revision of timetables to allow all teaching to take place in the areas that are unaffected.

- 3.2. If this were not possible or in the event that the whole site were considered unusable the College would look to temporarily relocate provision to an alternative location.
- 3.3. In all instances affected students would be consulted and appropriate measures would be taken to ensure that any protective measures are appropriate for staff and/ or students with mobility considerations and/or special educational or accommodation requirements.
- 3.4. Covid-19 (or other) Global Pandemic: where students are informed that they must not return to the College campus for their studies, are otherwise prohibited from attending lectures in person, or where the College is prohibited by Government restrictions to offer face to face teaching as a result of the pandemic, they will be able to attend lectures and other key elements of their studies on-line or delivered in Flexible and Distributed Learning (FDL) mode (according to permissions granted from The OU). Any accommodation or amenities charges relating to periods where the student was unable to be present on site will be refunded on request.
- 3.5. The College has Business Interruption insurance cover to help fund the costs of certain scenarios.

#### **4. Significant alteration to a programme during the academic year**

- 4.1. ANCC is committed to deliver the programme as stated in the relevant programme and module specifications which are published on the website, the VLE, and in the prospectus. Major changes to a programme are usually made at the periodic revalidation proposals to The Open University. Such changes are made in consultation with the students and the entire training team engages in discussion and the decision making process. External examiners are consulted for their feedback on the changes. The proposal and rationale for change are discussed at the programme committee, scrutinised by the Quality Assurance Committee and to be approved by the Academic Board. Student representatives from all levels attend these committees and board. Major changes require the formal approval of The Open University prior to implementation.
- 4.2. Based on the termly and annual feedback from students on any modules or the programme as a whole, changes may be done to enhance students' learning experience. This also applies to the feedback we receive from the external examiners. The feedback from students and external examiners would usually involve reviewing the workload such as readings, assignments, discussions and student presentations. Any proposals to make adjustments to the above are done in consultation with the external examiners and discussed in the programme committee. The action is reported to the Quality Assurance Committee and the Academic Board. The changes are reported to the Open University in our annual monitoring report.
- 4.3. The College reserves the right to make variations to the contents or methods of delivery of programmes, if such action is reasonably considered to be necessary by the College, and after consultation with the students affected. Circumstances when this may occur include, but are not limited to, lack of demand, departure of key personnel, withdrawal or reduction in funding and/or change of law.

4.4. All the elective modules which are listed in the programme may not be offered in any one year where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it. This is usually less than 7 students per module. Students potentially affected by the decision are always consulted and their satisfaction ensured. The College will guarantee to offer a minimum of 2 elective modules from each vocational specialism in every level of studies.

## **5. Suspension or closure of a programme**

5.1. The College reserves the right to cancel programmes due to circumstances such as insufficient enrolment numbers. In circumstances where a programme was being suspended or closed, the College would endeavour to minimise the disruption by:

### *5.1.1. Applicants:*

- a. Notifying all applicants as soon as the decision is made to explain the decision.
- b. Providing personalised options and support to all applicants affected by the suspension or closure, including the opportunity to receive advice both from Academic staff and from the Academic Administrators.
- c. Offering applicants three options:
  - i. A full refund of any monies paid.
  - ii. Dependent on the applicant's area of interest, an offer on an alternative College programme of study.
  - iii. Assistance and support in transferring their application to an alternative institution.

### *5.1.2. Current students:*

- a. entering a teach-out phase that would enable all students to complete their programme of studies at the College.

## **6. Suspension of Student (formerly Tier 4) sponsor licence**

6.1. The College will endeavour to minimise the disruption to services and students impacted by these changes by working together with UK Visas and Immigration (UKVI) to:

- 6.1.1. Allow students who have commenced their studies to complete their programme of study.
- 6.1.2. Enable offer-holding applicants who have been granted a visa sponsored by College to enrol and commence their studies.
- 6.1.3. Enable applicants and prospective students who are not in receipt of a visa the opportunity to defer their application pending the resolution of the

suspension or the opportunity to “Zoom” into lectures from their home country.

## **7. Revocation of Student (formerly Tier 4) sponsor licence**

7.1. In the event of a Student licence revocation, international students sponsored by College would ordinarily have their leave curtailed by UKVI. Students would have 60 days from receipt of a letter from UKVI in which to transfer sponsorship to another provider, to complete their studies, or to leave the United Kingdom.

7.2. In this situation the College will endeavour to minimise the disruption to services and students impacted by these changes by:

7.2.1. Holding information sessions to ensure that all students affected fully understand the options available to them.

7.2.2. Providing personalised assistance to help affected students switch to an alternative sponsor to continue their studies.

7.2.3. Giving students the option to continue their programme of study from overseas by using “Zoom” to attend lectures.

7.2.4. Providing, in a timely manner, grades, award of credit, and confirmation of progress thus far, attendance and all other documentation that would be required for an alternative provider to make an informed decision about admission and Confirmation of Acceptance of Studies (CAS) issuance.

## **8. Loss of key staff**

8.1. All College academic staff are contracted to a one College term notice period, thereby allowing sufficient time for the hiring of a replacement. However, in the event of an unplanned loss of a key member/s of staff, the College would move immediately to recruit externally, drawing upon current members of academic staff and/or the bank of approved visiting lecturers with the appropriate knowledge and experience during the interim period.

8.2. In the event of needing to draw upon existing staff to address an immediate staff shortage, it may become necessary to revise the programme timetable. If this were the case students would be consulted.

## **9. Withdrawal of course designation**

9.1. The College will endeavour to minimise the disruption to students impacted by:

9.1.1. Liaising with the OfS to allow enrolled students to complete their programme of study and receive the student loan funds originally awarded.

9.1.2. Where this is not possible or permitted:

- 9.1.2.1. Provide individual case by case assistance to those suffering financial hardship as an immediate result of the loss of course designation to ensure students' immediate wellbeing.
- 9.1.2.2. Assist students in applying to the College's bursary fund and any other external trusts or funds for which they may be eligible.

9.2. In all instances students would be supported to complete the programme of studies on which they had embarked.

## **10. Withdrawal of OU validation or change of validator**

10.1. The College higher education programmes are validated by The Open University. The validation agreement between the College and The OU sets out clearly the provisions in place should either party wish to terminate the agreement. In the event that the agreement is terminated para 17.3 of the validation agreement stipulates that 'the Parties will take all reasonable steps to ensure that the students who are studying on the Validated Programmes are able to complete the Validated Programmes or to transfer to a suitable alternative programme elsewhere to complete their award.' This includes supporting current students, and applicants who have formally accepted an offer of a place, to find places on suitable programmes at other providers in the UK.

10.2. If termination of the agreement were to be triggered the College would immediately enter a teach-out phase that would enable all students to complete their programme of studies at the College.

10.3. For applicants the process at 5.1.1 would be followed.

10.4. The College would work closely with The OU to ensure that all reasonable measures were taken to ensure disruption to students is minimised.

## **11. Winding up of the College**

11.1. If a series of extreme events - such as insolvency, withdrawal of course designation and/or validation, or falling demand - was to lead to the winding up of the College, the following steps would be initiated:

### *11.1.1. Applicants:*

11.1.1.1. The College would work closely with The OU to ensure that all reasonable measures were taken to ensure disruption to applicants was minimised.

11.1.1.2. The College would immediately suspend recruitment of students and initiate communications with all applicants to offer the following options:

11.1.1.2.1. A full refund of any monies paid.

11.1.1.2.2. Assistance and support in transferring their application to an alternative institution in the UK or overseas if appropriate.

11.1.1.2.3. Providing personalised options and support to all applicants affected by the closure, including the opportunity to receive advice both from academic staff and from the Admissions Administrators.

11.1.2. *Current students:*

11.1.2.1. Where possible, the College would immediately enter a teach-out phase that would enable all students to complete their programme of studies at College.

11.1.2.2. The College would work closely with The OU to ensure that all reasonable measures were taken to ensure disruption to students was minimised.

11.1.2.3. If a teach-out phase was not possible then the College would provide assistance, support and advice to help students transfer to another institution in the UK (or overseas if appropriate) in order to complete their programme of studies.

11.1.2.4. The College would provide, in a timely manner, grades, award of credit, and transcripts of studies, attendance and all other documentation that would be required for an alternative provider to make an informed decision about admission.

## **12. Refund and Compensation Policy**

12.1. Where the College is unable to teach-out students on a registered programme of study, the following refund and compensation policy will apply:

12.1.1. Students in receipt of a tuition fee loan from the Student Loans Company (SLC): College will inform the SLC so that the necessary refund can be made.

12.1.2. Students who pay their own tuition fees: College will refund their tuition fees on a pro-rata basis so any terms already paid but not studied will be refunded. If studies are suspended mid-term, then any incomplete modules studied will be refunded. Accommodation will be refunded on a pro-rata basis. University registration fees will not be refunded once a student has been registered for that academic year. However, if because of having to transfer their studies, a second fee in the same academic year is payable, the College will reimburse the student the relevant amount.

12.1.3. Students whose tuition fees are paid by a sponsor: the process in 12.1.2 will be followed except that the appropriate monies will be returned to the sponsor instead of refunded to the student.

- 12.1.4. Student Bursaries will be honoured on a pro-rata basis according to the fees charged. For example, if no fees are charged for the final term of a one year programme of study, the total bursary honoured will be two thirds of the total amount granted for the year.
- 12.1.5. Where it is not possible to preserve continuation of study, and the student is not transferring to another provider, the College will pay up to £500 per student in compensation for maintenance costs and lost time.
- 12.1.6. Where it is not possible to preserve continuation of study and students have to transfer to another provider which charges higher fees, the College will pay up to £1,000 compensation per student.
- 12.2. Where there is a change in location of a student's programme (run by the College) that either occurs part way through a programme of study, or with less than 2 months' notice from the start of the programme of study, then the College will pay for additional travel costs incurred up to £500 per student. This will not apply if the student relocates. Costs will be reimbursed as they are incurred up until completion of the programme of study, or the end of the academic year (whichever is sooner), up to the maximum £500 level.

### **13. Complaints Procedure**

- 13.1. If a student wishes to raise a concern or express dissatisfaction about the action or lack of an action by the College, or about the service provided by or on our behalf, they may do so using the College Complaints Policy.
- 13.2. They may also raise a concern with the OfS if they are concerned about the general Standards, Quality and/or information provided by the College.
- 13.3. The Complaints policy and guidance on how to complain to the OfS can be found on the student page of the VLE under the heading 'Programme Documents' and on the Regulations page on the College website: [www.allnations.ac.uk](http://www.allnations.ac.uk)