



STUDENT PROTECTION PLAN

Document Title	Student Protection Plan 2018-19 (SPP)
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Approved By	Directorate
Approval Date	23 rd August 2018
Last reviewed	New plan for Office of Students registration
Version	1.1

Version Number	Purpose / Changes	Author	Date
1.0	Publication version (following Directorate consideration 17 th May 2018)	Phil Christopher	18 th May 2018
1.1	Response to queries from the Office for Students	Phil Christopher	23 rd August 2018

Relevant Documents
The Green Book (Student Handbook) The Institute Quality Framework
Related Policies
Terms and Conditions (Appendix A)

1. Introduction

The Student Protection Plan explains how study opportunities and course provision for students is protected in circumstances in which the viability of a programme is at risk.

2. Types of risk

We recognise there may be circumstances in which course provision may need to cease, that students may have to curtail their study or continue their study elsewhere or study under changed circumstances. The following circumstances have been identified where this may be the case:

a. Decline in student numbers or other changes to business viability of a course

Where applications and admissions to a course or programme decline or costs of a course rise (due to specialist facilities or materials), viability of a course may no longer be possible where resource needs exceed income.

b. Institutional insolvency

Where the longer term financial performance of the institution in terms of income and cash reserves appeared to threaten the overall institutional operation.

c. Loss of facilities

Loss of or change to facilities which would compromise course delivery.

d. Loss of specialist teaching or expertise.

Some areas of highly specialist study can be affected by staff departures and the difficulty of recruiting replacement staff.

e. Loss of UK Visas and Immigration (UKVI) trusted status and loss of international students

Failure to comply with UKVI regulations or meet key performance indicators as a trusted provider can lead to loss of status. Where this would be the case, failure to recruit international students would affect the viability of courses which have significant numbers of international students studying on them.

f. Student withdrawal or failure to progress

High levels of student withdrawal or failure to progress can be indicative of inappropriate admissions or student dissatisfaction or problems with teaching and could ultimately lead to course closure.

3. Our assessment of risk

Overall, we regard the likelihood of these risks materialising as **LOW** for the following reasons:

a. Decline in student numbers or other changes to business viability of a course

Application rates and recruitment of students are subject to a range of influences and it is reasonable to plan for changes to existing patterns. However, we continuously monitor application rates and patterns and would usually cease to offer or modify provision in advance of soliciting applications and the commencement of study.

b. Institutional insolvency

Financial health is monitored as part of funding arrangements and associated business planning and scrutiny and is externally audited. The Institute has a history of financial prudence and the reporting of operating surpluses.

c. Loss of facilities

Whilst we have specialist facilities, they are concentrated on a single campus and not subject, therefore to higher split site costs. We own our buildings and are therefore not subject to increased lease or rental costs or loss because of termination of contract. The maintenance of the facilities to the appropriate industry standards is ensured through a rolling renewal and maintenance programme. Flexibility in the nature and delivery of the core skills associated with the facilities means risk is limited.

d. Loss of specialist teaching or expertise.

None of our areas are high level niche or specialist such that they cannot be managed by usual departure and recruitment patterns. Our provision in the Performing Arts has a relatively large community of practitioners and educators on whom we can draw for staff recruitment.

e. Loss of UKVI trusted status and loss of international students

We have had trusted status for since its inception and have always met appropriate standards. Whilst the proportion of international students as part of the whole student community is high, the actual numbers involved (given our small specialist scale) means that we are able to offer a personalised service supporting international students and visa failure rates are low.

f. Student withdrawal or failure to progress

We have rigorous admissions processes and high levels of application to limited places on a number of programmes which allows means that in most cases successful applicants are capable and motivated students and this means that our progression and retention rates are very good. Where students are at risk of withdrawal or failure our Learning Guidance Tutor system and Student Support Service is effective in recovering students' positions. We have good performance indicators in this area as demonstrated by our TEF Gold status. We have a rigorous annual monitoring process (see 4b below) which would highlight at the earliest opportunity issues relating to course quality and remedial action would be taken before an issue became critical and threaten course continuity.

4. Other reasons for the assessment of risk being LOW

a. Risk assessment, value for money policies and business reviews

Directorate and delegated Council bodies review a HE risk register which includes business critical areas such as student recruitment and UKVI trusted status and attention to its conclusions and progress on risk mitigation are audited externally. We review cost centre analysis annually and regularly consider value for money in all areas of operation.

b. Annual monitoring

An Institute Annual Monitoring Report (IAMR) is produced following individual reports produced by each discipline and reviews progress against key indicators and approved strategies such as the Teaching, Learning and Assessment Strategy. The report is produced by the Director of Higher Education and reviewed by the Founding Principal and CEO and the Teaching and Learning Board.

c. Quality Indicators

Our strong performance in the following areas supports our overall risk assessment rating:

- **HEFCE Provider Review**

Our 2016-17 outcome:

Financial sustainability (good management and governance matters)

Not at higher risk - No action required

Quality and standards matters

Meets requirements - No action required

- **QAA Higher Education Review**

Our 2015 review outcome concluded that:

The quality and enhancement of its student learning opportunities, and the quality of information about its learning opportunities all meet UK expectations.

The review identified a number of examples of good practice. These included:

- *The comprehensive range of individually tailored and flexible support provided for students; and*
- *The strategic approach to the use of deliberate and collaborative interdisciplinary practice, which prepares students for long term employability.*

- **Teaching Excellence Framework (TEF)**

Our 2017 outcome: *Gold Status*

The TEF evaluation panel considered our submission in relation to the TEF criteria and its judgement reflects, in particular, evidence of:

- *Outstanding levels of challenge and stretch attained through collective and cross-disciplinary learning;*
- *An exemplary culture of personalised provision and attainment for ensuring that all students actively commit to their learning, including community learning, small-group teaching, and clearly defined and strategic approaches to induction and pastoral support;*
- *A strategic focus on vocational and professional education, demonstrated by a rigorous approach for ensuring that students attain the skills most highly valued by the Creative Industries;*
- *An exemplary simulated employment environment in which masterclasses, mock auditions, placements and public performances ensure students are frequently and consistently stretched to achieve highly;*
- *The strategic use of teacher-practitioners to frequently engage students with developments from the forefront of scholarship and professional practice, including collaborative work between students and professionals on projects throughout programmes; and*
- *Consistent use of substantial physical and digital resources of the highest quality, including the development of online learning platforms and broadcast and event platforms for showcasing student work.*

5. Actions to be taken and protection for students in the event of a risk materialising

In the rare event of us discontinuing a course we have a commitment to teach out affected courses or as appropriate (and by agreement) students would be transferred to another appropriate course within the Institute portfolio.

We have terms and conditions for the acceptance of offers (see Appendix A) which lay out the specifics of refunds, reimbursements and timescales.

The provision of funds to cover the protections of the terms and conditions as detailed in Appendix A will be from cash reserves (which were £4.4m as at 31st July 2018) and contingency allowances in annual budgets.

As we are a collaborative partner of and our degrees are awarded by Liverpool John Moores University (LJMU), students are also covered by the LJMU Student Protection Plan which states:

Section 1

The risk that the University will no longer be able to deliver programmes to students at partners is low. The University enters into partnerships following extensive due diligence, and with binding agreements on the governance and operation of the partnerships. These agreements include provision for teach-out and student protection (see section 2 below).

Section 2

The University's Collaborative Provision Agreements state that in the event of termination of Agreement between the University and a Partner, the parties would ensure that students already enrolled on the course would be given the opportunity to complete it within the expected timeframe. The University and the Partner will work together to ensure that any such students are able to complete the course.

In circumstances in which teach out is not possible (following mitigation so far described) we would facilitate transfer to other providers, including support and advice, and the transfer of credit.

6. How the plan works in practice and how it is communicated

We feel that the student protection plan should be made available early in the application process and reinforced at the different stages of the process up to and including enrolment. The following actions will be:

- (For 19-20 Year entry) The student protection plan should be made available as part of the application information (alongside the LIPA application form and course information).
- (For 19-20 Year entry) Student would be reminded and offered a further opportunity to review the information when offer letters are sent out.
- (For 19-20 Year entry) Pre-enrolment information, our Spring Pack, would then also carry the information for students who have accepted places
- At enrolment students will be asked to declare that they have read and understand both the provision for protection and wider terms and conditions.
- The information will be held on record in both the Student Handbook (Green Book) and on the student intranet MyDay.
- The Student Protection Plan will be presented and reviewed with staff as part of our staff development programme. Documentation will be made available on our HE Staff intranet page.
- Student focus groups will be convened and formal consideration will occur at the Institute Student Advisory Board (which is comprised of student representatives).
- The plan will be reviewed annually at the May Institute Quality Committee and Institute Student Advisory Board and comments subsequently reviewed by Directorate.

In the event of the Student Protection Plan needing to be implemented, affected students would in the first instance be communicated to through an extraordinary meeting of the Programme Board. Following the Programme Board meeting a formal letter would be sent to affected students with a specified timescale for comment and feedback with information on proposed arrangements for changes to provision. Students would be notified usually 60 days ahead of change and a minimum of 28 days would apply.

7. Complaints and Appeals

In the event of student dissatisfaction at the implementation of the Student Protection Plan, we have a Student Complaints Procedure which is made available to students via the student intranet and our Institute Student Handbook (The Green Book). The Student Complaints Procedure has been reviewed and enhanced in light of the Office of the Independent Adjudicator's (OIA) Good Practice Framework and in consultation with our Student Representatives and Heads of Disciplines.

Appendix A: LIPA terms and conditions

Terms and Conditions

We will use all reasonable endeavours to deliver courses in accordance with the descriptions set out in the prospectus. The course charts are indicative and may be subject to change. We are largely dependent on public funds that need to be managed in a way that is efficient and cost effective. We therefore reserve the right to make variations to the content of courses and/or method of delivery; to discontinue, merge or combine courses if we consider that such action is necessary in the context of our wider purpose. We also make changes to our programmes to reflect the changing needs of the arts and entertainment industries.

In the rare event of us discontinuing a course we will use all reasonable endeavours to provide a suitable alternative, failing which, we will usually give four weeks' notice prior to the start date for the course and any fees paid will be refunded in full.

Fees paid by an individual, through a loan from the Student Loans Company, or by a sponsor will be treated in the same way and fully reimbursed.

Where other costs such as travel and accommodation have been unavoidably and irreversibly incurred, these will be reimbursed, subject to appropriate documentation being supplied.

Where a bursary has been paid this will be honoured in full with no repayment necessary.

In addition to refunds, compensation will be paid for disruption and inconvenience caused by withdrawal or suspension which will be no less than 10% of costs (excluding tuition fees).

Abiding by our rules and regulations

A condition of enrolment is that you abide by, and submit to, our rules and regulations as contained in our student handbook. These rules and regulations are subject to amendment from time to time. Extracts from the current Student Handbook can be obtained on request from our Admissions Department.

Payment of fees

Tuition fees are, in general, due for payment in full by the student two weeks before enrolment. First year international degree course students and all Foundation Certificate course students are required to pay a deposit amounting to 25% of the first year's fee no later than 31 May.

UK and EU students who do not take up their Student Loan entitlements are required to pay their fees in full two weeks before enrolment.

Students in receipt of UK or overseas Government loans, US Federal Financial Aid, Professional and Career Development Loans, private loans or sponsorship from a recognised source, may pay their fees in accordance with the terms of the receipt of their funding arrangements. Written confirmation of this funding must be provided on or before enrolment.

Other students who cannot or do not access the public funding sources available to them may pay their fees in two equal instalments only if they provide a letter of guarantee from a party acceptable to the Institute. The first instalment must be paid a full two weeks before enrolment. Fees are only payable online by debit or credit card.

Withdrawals

We reserve the right to retain up to 50% of any deposit paid where a withdrawal of acceptance of an offer is received after 31 July in the year of entry. Students who are receiving US Federal Financial Aid will be refunded as per US Department of Education R2T4 regulations.

First year and Foundation Certificate students are allowed a four week cooling off period from the date of enrolment in which to decide if they wish to continue with their studies or withdraw from their course. In the event of a student withdrawing within the first four weeks they will be charged only an administration fee which is currently £100.

Full-time undergraduate and Foundation Certificate students withdrawing after the cooling off period will be charged an administration fee, currently £100 plus a proportion of the fee payable by the student calculated on a pro-rata basis on the number of weeks of study undertaken, commencing from the date of enrolment.

For students in receipt of a SLC tuition fee loan we will restrict the amount we require you to pay to us to the amount the SLC will loan you.

Students from outside the European Economic Area who require a student visa, should note that the Institute is obliged to notify UKVI if a student has multiple unauthorised absences, fails to enrol on their course or terminates their studies.

Please retain a copy of these terms and conditions for your records.