

## Teesside University – Student protection plan

Provider's name: Teesside University

Provider's UKPRN: 10007161

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### **Student protection plan for the period 2018/19**

#### **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.

Teesside University has assessed its risks relevant to non-continuation of study as follows:

Risk 1: Institutional closure. The risk that the University as a whole will be unable to operate is very low because of our robust financial position, evidenced by our performance over many years and through our forecasts produced annually and submitted to the Office for Students (previously to HEFCE). This can be further scrutinised at [tees.ac.uk/sections/about/public\\_information/financial\\_information.cfm](http://tees.ac.uk/sections/about/public_information/financial_information.cfm) In addition, the University has financial governance procedures and processes in place, overseen by our independent auditors (PwC) and our Board of Governors.

- (a) Risk 2: Closure of Darlington campus. The University operates from two sites. The main site is the Middlesbrough campus, but it has a satellite campus in Darlington. The risk that the University will no longer deliver courses at the Darlington campus in the next three years is very low because we have recently reviewed operations at Darlington and designated it as our Centre for Professional and Executive Development to focus primarily on the delivery of programmes considered to support continued professional development and address this particular market need. In addition, the University was successful in obtaining funding (competitively awarded) for the development of the National Horizons Centre, based at the Darlington campus, and has recently commenced construction work. The Centre will be a key research and development facility in the biosciences sector and will support the professional development activities located at the Darlington campus and the wider region. These are both key elements of the University's growth strategy.
- (b) Risk 3: Cease to offer collaborative provision. The risk that the University will no longer deliver courses at our partner colleges (namely Darlington College, Hartlepool College of Further Education, Redcar and Cleveland College and Stockton Riverside College) is very low because we have recently relaunched this partnership, with all partners signing renewed terms evidencing their commitment to work together to deliver courses at locations and in varying modes of study to meet the different demands of the student and regional market. Where a partner college undertakes a merger with another provider, the University will maintain oversight of the student experience at operational

and strategic levels through close engagement with the relevant providers through established processes.

- (c) Risk 4: School/department/course closure. As with any higher education institution, the University regularly reviews its teaching portfolio to ensure it meets current student need, informed by industrial strategies and business need to ensure that students are equipped for the job market and to improve their chances of employment on graduation. This naturally means that from time to time the University will decide it will no longer offer a particular course or suite of courses or may decide to merge courses and/or departments and/or Schools. Various factors drive this decision as already noted and where these decisions include the potential for School or department closure/merger, there will have been significant consultation in advance supported by a clear business case for the change. However, within all of this the University is committed to teach-out its students and will rarely, if ever, close a course to the current cohort of students. Any closure will therefore, in the majority of (if not all) cases, be to new applications. This minimises the risk of non-continuation of study. The University has specifically identified within this risk its key provision of allied health programmes but has assessed the risk of not being able to provide these courses in future as very low because of its long-standing relationships, the quality of its programmes and the fact that we have contract in place with a number of NHS trusts which are renewed on an annual basis for recruitment to September and January cohorts.
- (d) Risk 5: Loss of degree awarding powers. The University's degree awarding powers were granted indefinitely by the Privy Council acting in accordance with the powers under the Further and Higher Education Act 1992. While the ability to revoke any form of degree awarding powers has been granted to the Office for Students, the University considers the risk of this very low as the quality of its provision is regularly assessed by internal processes (including internal auditors) and by the Quality Assurance Agency. In addition, the University's corporate strategy, Teesside 2020, makes it clear that the student experience and value for money are at the heart of everything we do.
- (e) Risk 6: Inability to deliver material course components. The risk that the University will no longer be able to deliver material components of our courses is low because, as stated under Risk 4, we will ensure that modules are taught-out when closing or suspending courses. We consider it to be exceptional and highly unlikely that teach-out will not be possible. The University's robust financial position (as evidenced under Risk 1) is a key contributing factor to our ability to ensure teach-out as this means any decisions on course or module closure are fully planned and managed. We ensure that the student experience is placed at the heart of any decisions regarding portfolio review, including decisions around modules. The composition of teaching teams at module and course level is explored through established processes to ensure resilience and sustainability in course delivery.
- (f) Risk 7: Inability to recruit international students. A key part of the Teesside 2020 strategy is to increase the number of international students studying with the University and to ensure this, the University has to retain its Tier 4 sponsor licence. A robust process is in place to ensure that the University remains in full compliance with its responsibilities under immigration rules and regulation, specifically that day-to-day operational support for international students is offered through the Finance and Commercial Development department, but compliance of those activities, and the wider University approach to the

management of international students, is managed by Legal and Governance Services. The University also operates an International Compliance Group, chaired by the nominated UKVI Authorising Officer, to oversee its compliance of international activities. Currently, international recruitment makes up only 6-7% of the University's income and as such any decision to cease the recruitment of international students would not unduly threaten the University's core business. The University therefore assesses the risk of being unable to recruit or teach international students as low.

**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.

The University has assessed the risk of non-continuation of study for its current students in the circumstances set out in section 1 above as either low or very low and as such, no new or additional significant mitigations are deemed necessary. However, the following mitigating circumstances either already exist or will be implemented should the need arise:

- (a) The University is committed to teaching-out any students studying on courses or modules that are planned for future closure. It is considered highly unlikely that teach-out would not be possible for students studying directly with the University. The University's strong underlying financial position ensures that it makes only planned and managed course closure decisions that include ensuring provision exists for teach-out.
- (b) In the unlikely event that teach-out cannot be supported, the University will support the students in transferring to an alternative provider and/or will, as appropriate, refund/compensate those students (see section 3 below for further details about our policies on refunds and compensation). In the further unlikely event that the University as a whole is unable to operate, this will have been evidenced in advance through the University's forecasting processes ensuring that it will have had ample opportunity to put in place arrangements with alternative providers to ensure, as far as it is possible for the University to do so, the continuation of study for all students who want it.
- (c) Should the circumstances under (b) above become necessary, the University's Academic Regulations make provision for the awarding of credit (or an intermediate award if students have sufficient appropriate credit) for academic progress to the point of early exit from a course ensuring any transferring students will be able to carry that credit to an alternative provider.
- (d) The University's contract with its students makes it clear that the first thing the University will do where it becomes necessary to close a course or a material component of a course is to offer affected students the chance to transfer to another of the University's courses and the University is committed to this. The University also makes this option available to students who have accepted an offer of study but have not yet started when a decision to close a course or material module is made. In making this offer, the University has ensured its Student Contract will comply with consumer protection law and CMA guidance.

- (e) If the University can no longer deliver courses at its Darlington campus in the next three years it will ensure provision already in progress is moved to the main Middlesbrough campus to ensure continuation of study for all students.
- (f) The University and its partner colleges are committed to teach-out any students on courses with partner colleges that are planned for future closure. Robust and rigorous monitoring and oversight processes are implemented by the University for any partner college in teach-out until the conclusion of that period. If the University can no longer deliver courses at one or all of its partner colleges (namely Darlington College, Hartlepool College of Further Education, Redcar and Cleveland College and Stockton Riverside College) it will ensure that provision is moved either to one of the other providers (where only one provider is affected) or to the main Middlesbrough campus to ensure continuation of delivery for all students.

If the University can no longer provide courses in allied health professions we will ensure that current students are taught to the end of their course and that effective withdrawal plans are in place to manage the exit from contracts and partner arrangements.

**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.**

The University manages the provision of information relating to fees by its Fees and Charges Regulations that are updated annually. These Regulations are considered each year by the University's Fees Strategy Group and any appropriate changes are made before being published on the University's website. The Fees and Charges Regulations for 2018/19 have recently been updated and will be published on our website at <https://www.tees.ac.uk/studenthandbook/> prior to September 2018.

The University's primary position is to ensure teach-out wherever possible. However, it is acknowledged that this cannot absolutely be guaranteed and therefore it is necessary to explain how refunds and compensation will be handled in such circumstances. Rather than have a separate policy dealing just with refunds and compensation, the University includes this information in its Fees and Charges Regulations. This is to ensure consistency, avoid contradiction and provide ease of use for students by having all information relevant to fees in one place. The Regulations deal with the refund of fees in various circumstances, but section 1.7 specifically deals with refunds and compensation relating to non-continuation of study. It covers the following scenarios:

- (a) change to the publicised location of a course, where a student incurs additional (reasonable) travel or maintenance costs as a result
- (b) material change to a course (which may include the discontinuation of an individual module but excludes change in postgraduate research supervision which is dealt with separately in the Regulations) that a student is not happy with – the ability for the student to leave the course and be refunded for any element of the course paid for but not taught (fees are refunded to the original payer by the original means of payment). Where the change can be shown to have a serious adverse effect on the student (for example by prejudicing their future choice of career), the University will consider the student's fee liability on a case by case basis

- (c) where a course is discontinued and teach-out is not possible the University will help to facilitate the transfer of affected students to an alternative course provider in the UK (unless the student does not wish to transfer and just wishes to 'leave') and refund fees paid for any element of the course paid but not taught (fees are refunded to the original payer by the original means of payment)
- (d) where the tuition fees payable to an alternative course provider are higher than those that were payable to the University, the circumstances in which the University will consider paying the difference in those fees and for what period (noting that any difference in fees will be paid directly to the alternative course provider unless the student is funded via the Student Loan Company)
- (e) the circumstances in which the University will honour student bursaries following a transfer to an alternative course provider
- (f) the circumstances in which the University will consider compensating transferring students for any reasonable additional travel and/or maintenance costs incurred as a result of the transfer
- (g) a postgraduate student's research supervisor is no longer available and no alternative supervisor can be provided – the circumstances in which a refund will be made for any element of the postgraduate research paid for but not completed (refunded to the original payer by the original means of payment).

In the unlikely circumstances where a course is discontinued and the student is unable to transfer to an alternative provider in the same academic year, the University will consider any claim made for loss of time on a case-by-case basis.

In addition, the University's Student Complaints Policy (which can be accessed at: [tees.ac.uk/studenthandbook](https://tees.ac.uk/studenthandbook)) is available to offer students a route to raise any other concerns resulting from non-continuation of study. This Policy is aligned to the guidance from the Office of the Independent Adjudicator (OIA).

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

Any refunds and/or compensation due from the University pursuant to the above (as defined further in the Fees and Charges Regulations for the relevant academic year) will be paid from the University's cash reserves. The University's Finance Strategy ensures the key financial objectives of the University are met which includes financial stability and resilience. Strong cash balances are maintained with circa £30m + per annum over the relevant financial period in addition to maintaining cash at 100+ days at all times, meaning that the University is able to meet its financial obligations to students in respect of refunds and compensation.

**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.

We will publicise our student protection plan to current and future students by hosting it on the Teesside University website in an easily accessible location (<https://www.tees.ac.uk/studenthandbook/> ). We will also link to it from our terms and conditions which are supplied to all students at the point of offer.

We will ensure that staff are aware of the implications of our student protection plan when they propose course changes by updating our portfolio development and module/course modification processes to ensure that staff confirm that any relevant implications, including the Consumer Rights Act and CMA guidance, are taken into consideration when proposing course changes and updates.

Please provide a statement about how you will work with your current students in the development of your student protection plan.

We will review our student protection plan within the Student Learning and Experience Committee (SLEC), which reports into Academic Board. This committee has representation from our Students' Union and will be consulted on the plan and any reviews. Our students will be involved in our review by the inclusion of the above, and also through our Student Experience Sub-Committee which has student representation from all Academic Schools and our partner further education colleges.

Please provide a statement about the arrangements you will put in place to communicate with affected students should your student protection plan need to be implemented.

The decision to make a material change to a course, or to discontinue a course, is not taken lightly and will be based on a clear rationale that explains the likely impact on students and the reasons for the decision.

We will inform our students as soon as is practicable if there are to be material changes to their course, their course is to be discontinued or we otherwise need to implement any part of our student protection plan. Wherever practicable and appropriate to do so, students will be consulted via the Students' Union and appointed course representatives for the relevant affected course(s) before any final decision is made to either make a material change to a course or to discontinue a course.

It is acknowledged that any changes of a material nature to a course or a decision to discontinue a course will cause distress to some (if not all) affected students and if we therefore need to implement the measures in our student protection plan we will:

- notify all affected students by collective and individual emails
- offer students support via Student Welfare to consider the implications of the change(s) and support them in finding an alternative course provider (if this is necessary)
- signpost them to any other relevant University regulations (for example, Student Complaints Policy, University Assessment Regulations, Fees and Charges Regulations, Internal Transfer Policy)
- signpost students to independent advice from the Students' Union student support team
- inform students that if they are dissatisfied with the outcomes of the University's decision/action and they have completed the University's internal procedures, they can access the Office of the Independent Adjudicator (OIA) independent student complaints scheme.

