



2020
Student Protection Plan
(HE18)

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Originator: HE Quality Office

Approval by: EMT & the Office for Students

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Providers Legal name: TEC Partnership

Providers Legal address: Nuns Corner, Grimsby, North East Lincolnshire, DN34 5BQ

Providers UKPRN: 10007938

Description:

Whilst taking into account ongoing condition C3 of the registration with the Office for Students, the UK Quality Code (2018) and the regulations of partner awarding bodies, this Student Protection Plan makes clear the processes that must be adopted by the TEC Partnership in relation to the protection of students in relation to the continuation of studies and quality of study.

If you need any further advice on how this plan works, you should contact the HE Quality Office.

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This document is available in alternative forms

Version	Version History	Date
3.0	Replacement – 2020-21	February 2020
3.1	Updated following merger with East Riding College	August 2020

1.0 Introduction

1.1 The TEC Partnership, is one of England's largest providers of further and higher education. Higher Education at TEC Partnership is constituted of East Riding College, the Grimsby Institute of Further and Higher Education, Modal Training and Scarborough TEC. As a provider of higher education, the TEC Partnership is required to publish a student protection plan and review this plan on an annual basis. In the student protection plan the TEC Partnership sets out the risks to the quality of study and continuation of students on their courses, the likelihood that they will crystallise and what the TEC Partnership will do to protect students from those risks.

1.2 This plan builds on the experience of the TEC Partnership in delivering higher education for over two decades, over multiple sites in Lincolnshire, East Riding of Yorkshire and North Yorkshire and involving many awarding bodies.

1.3 The TEC Partnership currently holds Foundation Degree Awarding Powers, delivers validated and franchised provision through the University of Hull, Teacher Education provision through the University of Huddersfield and delivers other higher education level qualifications awarded by various bodies including Pearson and the SQA.

1.4 The Higher Education provision of the TEC Partnership has a track record of positive provider reviews carried out by the designated quality body, the most recent Quality and Standards Reviews were undertaken in October (TEC Partnership) and November (East Riding College) of 2019 by the Quality Assurance Agency.

1.5 The student protection plan is split into five parts:

- i. Identified risks to continuation of study and quality of study and their likelihood of crystallising.
- ii. Measures put in place by the TEC Partnership to protect students against identified risks.
- iii. Information about tuition fee refunds to students and compensation costs.
- iv. Communication with students about the student protection plan.
- v. Appendix 1 – Assessment of Risks to Continuation and Quality of Study.

1.6 The Student Protection Plan forms part of the Terms and Conditions as outlined in the TEC Student Contract and the East Riding College Terms and Conditions found on our website.

1.7 Students enrolled on the BSc Nursing (Adult) GIFHE which is taught at the University Centre Grimsby, are enrolled as University of Hull students on franchised provision and should refer to the University of Hull Student Protection Plan available [here](#).

2.0 Identified risks to continuation of study and quality of study and their likelihood of crystallising.

2.1 As part of this Student Protection Plan, the TEC Partnership undertakes an annual review of risks, their likelihood and impact to continuation and studies. A table showing these is available at Appendix 1.

Risks that are 'very unlikely', 'unlikely', or 'possible'

2.2 The TEC Partnership, is a large further education provider graded Outstanding by Ofsted in May 2017 ([Report](#)), and has over 6 years of demonstrated 'good or better financial status' and therefore consider the likelihood of total provider failure to be low. The TEC Partnership is governed by the provisions of the Education and Skills Funding Agency in the event of a whole provider failure.

2.3 The TEC Partnership considers the risk of losing the power to award Foundation Degree's in the next two years is low. Although these powers will be revalidated in the 2020/2021 Academic year, it is unlikely that TEC Partnership would not be awarded a further period of Degree Awarding Powers following review by the designated quality body.

2.4 The TEC Partnership considers the risk low that it will lose the validation of the main validating partner for degree programmes, the University of Hull.

2.5 The TEC Partnership considers the risk low of losing the access to the validation of Teacher Education programmes by the University of Huddersfield.

2.6 The TEC Partnership considers the risk low of losing the access to the validation of Higher National programmes by Pearson Education.

2.7 The TEC Partnership considers the risk low of losing the access to the validation of Higher National programmes by the SQA.

2.8 The TEC Partnership considers it unlikely that a campus site will close in the next three years.

2.9 The TEC Partnership considers it unlikely that it will lose its Tier 4 Visa license for international students.

Risks that are 'likely' or 'very likely'

2.10 TEC Partnership has recently applied for further Degree Awarding Powers above those that the TEC Partnership currently hold and are uncertain if these will be probationary at this stage. The new Degree Awarding Powers will only be applied to new students on new courses so presents a low risk to current students.

2.11 The TEC Partnership will complete a merger with East Riding College before the beginning of the academic year. The TEC Partnership does not expect this to impact students, as outlined in the proposed consultation document. However, the merger increases the possibility of changes being made to TEC Partnership provision over time, such as campus changes, course changes/closures and changes to staffing levels through the opportunities for joint collaboration. The TEC Partnership is however committed to teaching out all existing cohorts wherever possible.

2.12 The TEC Partnership is likely to review the availability of Higher Education courses on offer. However, this is undertaken on an annual basis during the curriculum planning process, and the TEC Partnership expects these to be minor changes that are undertaken to meet the needs of students and the wider community served by the group. The changes would be based on Labour Market Information or other requirements of local employers and follows HE05 Validation and Amendments of Programmes which is published on the Quality and Standards [webpage](#).

2.13 The risk that the TEC Partnership is no longer able to deliver material components of courses is low because the Partnership designs modules to be taught by integrated teams of academic staff, the Partnership maintain an active recruitment programme and ensure all staff hold recognised teacher status with relevant degree awarding bodies.

2.14 There is a more moderate risk in in some courses that the TEC Partnership has/plans to have, where there is a niche/rare specialism of requirement for facilities. The risk exists either through loss of specialist staffing or access to specialist facilities. These programmes include BA Historical and Performance Costume¹, BA Human Scale Prop-Making, BA Special Effects Make-Up Design and Prosthetics, BSc Computing Technologies Top Up, BSc Engineering Top Up², FdA Audio for Commercial Purpose², FdEd Primary Education Studies¹, FdSc 3D Visualisation², FdSc Computer Systems, Design and Solutions², FdSc Computing Technologies¹, FdSc Digital & Technology Solutions², FdSc Football Coaching and Youth Development, FdSc Refrigeration and Air Conditioning Engineering, FdA Counselling (ERC)² and FdSc Software Development².

2.15 There is a low risk of disruption to the IT infrastructure which the TEC Partnership operates on. Planned disruption (e.g. due to a network upgrade) to TEC Partnership IT infrastructure is notified in advance to students and the TEC Partnership aims to not have planned disruption during busy periods of the academic year. Disruption can also be due to malicious attack on the IT network, the IT Services department of the TEC Partnership maintains the network security systems and this risk is therefore assessed as low.

¹ This programme is in teach out and is being continuously monitored to ensure quality of student experience.

² These programmes are 'subject to validation' or are yet to recruit their first cohort. These programmes will be reviewed for risk status once they are validated and the teaching and learning infrastructure is complete and approved for delivery.

2.16 The TEC Partnership has an established framework for consultation and negotiation with the recognised trade unions and remains highly committed to maintaining effective employee relations and working with trade union colleagues to achieve reasonable outcomes.

3.0 Measures put in place by the TEC Partnership to protect students against identified risks.

3.1 The TEC Partnership is committed to completing the programme of study for all students who are enrolled onto a Higher Education course, as set out under the responsibilities for the corporation in HE01 Academic Regulations, available on the [website](#).

3.2 For Degrees awarded by the TEC Partnership, if the TEC Partnership decides to close a course, the Partnership will teach out³ that programme and maintain a suitable cash reserve that allows this to happen.

3.3 For programmes of study where Pearson Education is the awarding body, where Pearson have removed programme or centre approval (under their [policy](#)), TEC Partnership will co-operate with Pearson as set out under section 8 'Learner assistance' of their policy. This includes learners retrieving certificates and assistance in finding an alternative provider.

3.4 For programmes of study where SQA is the awarding body, where SQA have removed programme or centre approval, the TEC Partnership will co-operate with SQA to complete the programme of study and reduce the disruption to students to a minimum.

3.5 For Degrees validated by the University of Hull, the University sets out its procedures for ending a partnership in Chapter IX: Review, Renewal and Termination of Partnerships and Activities (available [here](#)). As a partner to TEC Partnership the University will produce an Exit Strategy to ensure that the termination of the collaborative partnership will not detrimentally affect the students on validated programmes, including ensuring the implementation of a teach out³ procedure.

3.6 For Degrees validated by the University of Huddersfield, the University sets out its procedures for ending a partnership in their Collaborative Provision Handbook (available in Section O [here](#)). The University will produce an Exit Strategy to ensure that the termination of the collaborative partnership will not detrimentally affect the students on validated programmes, including ensuring the implementation of a teach out³ procedure.

3.7 In the event that the TEC Partnership decides to not run a particular programme of study where an applicant has accepted an offer from us to enrol, the TEC Partnership endeavours to find a similar course (should that exist) at the TEC Partnership, and it remains a suitable choice for the student. If the TEC Partnership does not offer a suitable alternative, the TEC Partnership will provide the student with suitable information, advice and guidance on alternative providers and courses, and compensate the student for any reasonable losses incurred.

3.8 In the event that the TEC Partnership can no longer validate a programme, where possible the TEC Partnership will seek to ensure that programme closure is through the process of teach out³ in the first instance, allowing as many students as possible to complete their enrolled programme of study. Where this is not possible, the TEC Partnership will support students in transferring to another provider, including ensuring that students can transfer to an alternative provider by providing those students with the credits for the modules completed with the TEC Partnership.

3.9 The TEC Partnership will give students a minimum 90 days' notice when the TEC Partnership needs to make material changes to their course.

3.10 The impact of 3.9 is that all validated courses must have changes approved 90 days before delivery commences, the deadline for academic year 2020-2021 is 12 June 2020.

3.11 The TEC Partnership will give a minimum 90 days' notice of intent to close a course or campus at the TEC Partnership.

3.12 Where the TEC Partnership has lost key staff/or facilities for those courses that are considered niche/rare in the provision (as identified in section 2.14 above), the TEC Partnership will endeavour to replace key staff

³ 'Teach out' refers to a phased method of which a closure of programme with operate, which allows affected students to complete their programme of study before closure takes effect.

and facilities as soon as possible using the established policies and procedures. Where this is not possible, or the Partnership chooses to close one of those programmes or facilities, the TEC Partnership will undertake to support students (as detailed in section 3.8 above) to move to another provider to complete their studies.

3.13 The TEC Partnership maintains a Policy & Guidelines for Managing an Incident & Crisis covering actions such as acts of terrorism, damage to buildings and equipment.

3.14 If TEC Partnership loses its Tier 4 Sponsor Licence for international students, then TEC Partnership is committed to take all reasonable steps to minimise disruption to any international students who are enrolled on programmes of study and will provide assistance for those students to find an alternative sponsor.

3.15 Industrial Action. The TEC Partnership has an established framework for consultation and negotiation with the recognised trade unions and remains highly committed to maintaining effective employee relations and working with trade union colleagues to achieve reasonable outcomes. In the event of industrial action occurring, the TEC Partnership will take all reasonable steps to ensure that normal operations are maintained. The TEC Partnership will take all reasonable steps to maintain the student experience and ensure that students are not negatively impacted by that action.

3.16 Global Pandemic. During a period where a pandemic is declared and TEC Partnership is forced to close part of its operation by Government instruction, TEC Partnership will take all reasonable steps to ensure that teaching and learning continues and that assessment and award to students can still be made. Changes may be made to published programmes of study made which still give a high-quality student experience, but also to ensure that standards are met and necessary steps taken to ensure that there is no detriment on student outcomes.

4.0 Information about tuition fee refunds to students and compensation costs.

4.1 For students at the Grimsby Institute and Scarborough TEC the statements on Higher Education Fees, Funding (including refund statement) and HE Bursaries can be found on this [webpage](#) or for students at East Riding College this [webpage](#)

4.2 For those students identified in Section 2 for whom there has been identified an increased risk of course closure or disruption, the TEC Partnership will ensure that sufficient funds are in place by 1 August of each Academic year. The figure required will be risk assessed based on the maximum amount of tuition fee that could be refunded on those courses identified as at risk and using an average of the pay outs that might be expected due the disruption course closures can cause. The TEC Partnership has cash reserves of £6m at 31st July 2020 which would be sufficient to provide refunds and compensation for those up-to 175 students for whom the TEC Partnership has identified an increased risk of non-continuation of study or poor quality of study.

5.0 Communication with students about the student protection plan.

5.1 The TEC Partnership will review this student protection plan by 1 May of each academic year. The SPP will be available to the HE Student Senate and the HE Student Focus Group at ERC who will review the document on an annual basis to ensure that the plan is relevant, appropriate and that student input has been sought.

5.2 The TEC Partnership will publicise the Student Protection Plan to current and future students by 1 August of each academic year.

5.3 The TEC Partnership will publish the Student Protection Plan to current students by publishing the document on the public website and will be introduced to current students at induction each academic year.

5.4 For applicants to the TEC Partnership, the Student Protection Plan will be available on the website and will be included in the Student Contract sent to each applicant during the admissions process.

5.5 The SPP also be available on the internal SharePoint site for staff to access and will be introduced to staff as part of the Community and Practice project which aims to involve staff in the development and implementation of policy that affects their practice in Higher Education. The TEC Partnership will ensure that staff are aware of

the implications of the student protection plan when they propose course changes, by 31 August of each academic year.

5.6 If the TEC Partnership needs to implement the Student Protection Plan, this will be communicated via email to students and applicants and via student course/departmental meetings as may be required. Students will be supported both collectively and individually by the Learner Services department of the relevant campus.

5.7 The TEC Partnership will put in place arrangements with relevant student advisors within the student support department, and with relevant external agencies, to ensure that students have access to independent advice such as the Citizens Advice Bureau if there is a need to implement the measures in the student protection plan.

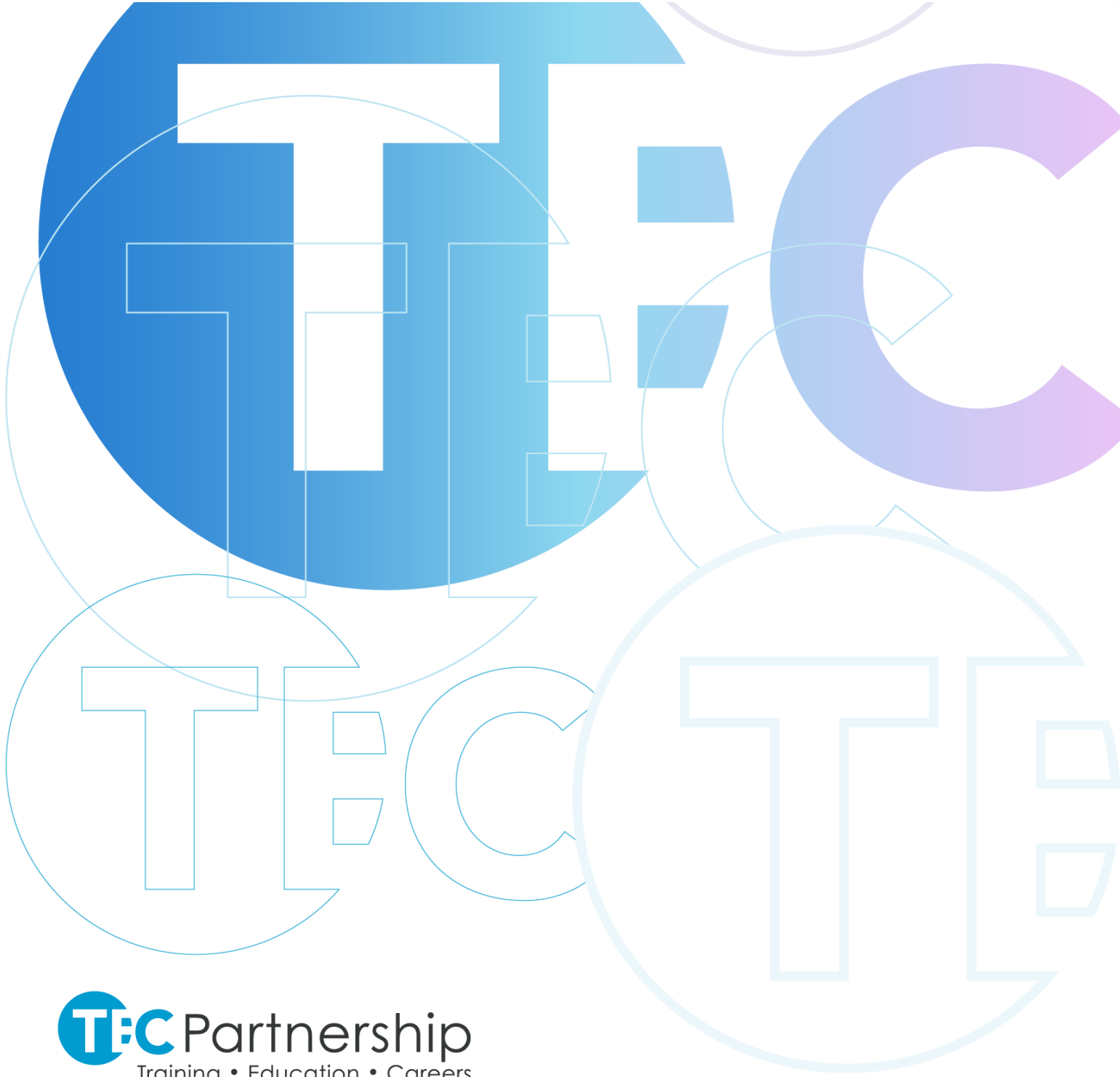
5.8 TEC Partnership has a full complaints policy and procedure which higher education students can use for any queries or concerns around this plan. The policy can be found [here](#) and the complaints form found [here](#).

Appendix 1 – Assessment of Risks to Continuation and Quality of Study

Risk Type	Risk	Risk Description	Potential Material Impact to Students	Likelihood (1 is Low, 4 is high)	Impact (1 is low, 4 is high)	Risk Level (1 is low, 16 is high)	Mitigating Actions where risk is above moderate.	Date of next review
Continuation	Provider failure	TEC Partnership ceases to operate.	Campus closures and students are at risk of not being able to continue with their studies.	1	4	4	n/a	28.02.2021
Continuation	No longer being able to award qualification as OfS has varied or revoked DAPs	TEC Partnership no longer able to award Foundation Degrees.	Partnership cannot fulfil obligations to students and make awards of FDs.	2	4	8	SPP – 3.1, 3.2 & 3.6	28.02.2021
Continuation	Loss of validating partners	TEC Partnership no longer able to award qualifications awarded by partner validating bodies.	Students will not be able to continue with studies or be awarded qualification.	2	4	8	SPP – 3.3, 3.4	28.02.2021
Continuation	Campus closure	A campus delivering Higher Education is closed.	Campus closes and students are at risk of not being able to continue with studies.	2	4	8	SPP – 3.10	28.02.2021

Continuation	Variation of DAPs by the OfS	TEC Partnership is awarded further DAPs which are probationary.	Development of new courses that meet local needs. Revalidation of existing provision to DAPs held by the Partnership.	3	2	6	SPP – due to potential to revalidate courses to own DAPs, 3.3 and 3.4	28.02.2021
Continuation	Loss of Tier 4 License for international students	TEC Partnership can no longer deliver courses to international students.	International students will not be able to continue their studies with TEC Partnership.	2	3	6	SPP – 3.6, 3.12 & 4.2	28.02.2021
Continuation & Quality	Future Provider Merger	TEC Partnership merges with another Further Education Provider.	No expected impact for students in the short term.	3	2	6	n/a	28.02.2021
Continuation & Quality	Course changes	TEC Partnership makes a material change to a course either through modification or replacement.	Students cannot complete course that was originally promised to them, impacting potential graduate opportunities.	3	3	9	SPP – 3.5, 3.6, 3.7, 3.8, 3.9 & 4.2	28.02.2021
Quality	No longer being able to deliver a material component of a course.	Loss of key teaching staff, inability to recruit new staff with required specialisms. (see SPP 2.12)	Students will not receive timetabled sessions or the necessary information to complete assessments.	3	4	12	SPP – 3.5, 3.10 & 4.2	28.02.2021

Quality	No longer being able to deliver a material component of a course.	Rare/niche provision or new provision requiring new specialist staff or resources. (see SPP 2.12)	Students will not receive timetabled sessions or the necessary information to complete assessments.	3	3	9	SPP – 3.5, 3.10 & 4.2	28.02.2021
Quality	IT Infrastructure failure	Planned upgrade work or repairs to the network.	Loss of use of VLE and Library resources affecting learning, teaching and assessment.	3	2	6	n/a	28.02.2021
Quality	IT Infrastructure failure	Malicious attack against IT Network	Loss of use of VLE and Library resources affecting learning, teaching and assessment.	2	4	8	SPP – 3.11	28.02.2021
Quality	Industrial Action	Staff absence due to industrial action or inability to access campus due to industrial action.	Students will not receive timetabled sessions or the necessary information to complete assessments.	3	3	9	SPP – 3.13	28.02.2021



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