

New College Durham Student Protection Plan (SPP)

Provider's name: New College Durham

Provider's UKPRN: 10004576

Legal address: New College Durham, Framwellgate Moor Campus, Framwellgate Moor, Durham, County Durham, DH1 5ES

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Student protection plan for the period 2024-25

All information outlined in this Student Protection Plan will be published on the College website and will be available for all students to access

An assessment of the range of risks to the continuation of study for our students, how those risks may differ based on students' needs, characteristics and circumstances, and the likelihood that those risks will develop.

Risk 1. – Failure to recruit specialist teaching staff.

In some key specialist areas, previously we have found it a challenge to recruit staff of the right calibre. However, at the current time, this is not preventing us from delivering these programmes.

Risk 2. – Loss of specialist placement opportunities with employers within the region.

In the current economic climate, where programmes solely rely on one or two key employers, a potential risk was identified.

Risk 3. - Loss of Foundation Degree Awarding Powers (FDAP).

We consider this a low risk.

Risk 4. - Loss of Validation Arrangements with Validating Partners or Subcontracting Partner Closure

Risk 4a. - Loss of Validation Arrangements with Validating Partners

We have partnered with the Open University (OU) since 2017 this provides the College with approval to deliver OU Level 6 Top Up and 3 yr degree programmes validated by the OU. NCD continues to maintain strong, long-standing relationships with the OU, ensuring that our programmes continue to meet their highest academic standards. The risk of losing these validation arrangements is extremely low.

Risk 4b. - Subcontracting Partner Closure.

The College has entered into various subcontracting arrangements with partner Colleges since 2019. Over that time, robust and rigorous due diligence processes have been developed which are undertaken prior to contracting, as well as ongoing monitoring. This includes financial scrutiny of annual accounts to ensure that partners are financially viable to enable continuity of provision for students. Due to the external landscape relating to franchise provision, and other providers who have had designation removed resulting in delivery organisations being unable to financially support student completion, we consider this a higher risk.

Risk 5. - Programme Closure**Risk 5a. - Programme closure for programmes delivered in Durham**

Given the College's current reserves and financial status of Outstanding, this would provide financial flexibility to teach out any programme for the remaining duration of the programme as opposed to requiring a programme closure. This position is reaffirmed through the College's EFSA 'outstanding' financial status; therefore, we consider this a low risk given all the mitigating factors identified.

Risk 5b. - Programme closure for programmes delivered by a sub-contracting partner

Due diligence includes financial scrutiny of annual accounts to ensure that partners are financially viable to enable continuity of provision for students. This would provide financial flexibility to teach out any programme for the remaining duration of the programme as opposed to requiring a programme closure. However, in the event of a programme closure the College would look to provide alternative arrangements for students. We consider this a higher risk.

Risk 6. – Programme Changes / Modifications to programme modules.

The risk that your programme of study will change from when you enrolled is low, due to our robust programme design and programme validation process. There are occasions however, when minor enhancements are made to modules in response to student module feedback or as part of our quality enhancement review at the end of each academic year. Any such changes require full student consultation, External Examiner approval and formal validation agreement.

The measures that you have put in place to mitigate those risks that you consider to be reasonably likely to crystallise**Risk 1. – Failure to recruit specialist training staff.**

- a. Continue to build on established arrangements with local employer partners to develop "dual professional staff" specialist industry professionals trained to deliver the highly skilled elements of the curriculum.
- b. Well established recruitment processes utilise market rate supplements to support recruitment into posts that are challenging to fill. This has proved successful to date.
- c. Well established supply pool (NCD agency) along with external recruitment agencies provides effective short, medium and long term cover.

- d. Effective use of current staff to deliver specialist skills in the short term until the recruitment of specialist staff can take place.

Risk factor 1 is predominantly an external factor, which is outside our remit of control. Should we be unable to deliver a programme, having exhausted all other options, students would be able to seek a refund under our refund and compensation policy.

Risk 2. – Loss of specialist placement opportunities with employers within the region.

- a. The College is able to support a number of employers within the region and has links to supply chains and sister companies to encompass a broad and varied curriculum offer therefore it is not reliant on one single employer and in one sector area.
- b. Continuous development and delivery of marketing messages and activities designed to engage new employers.
- c. Robust curriculum planning in partnership with employers, ensures that the curriculum equips students with skills and qualifications that are relevant to a wider sector so that they are able to transfer across various sectors as well as create mobility for students to move beyond the region.
- d. We work closely with a large number of employers locally, regionally and nationally to ensure students can participate in wide-ranging work experience activities. We work with employers to ensure there is a clear understanding of responsibilities and required levels of commitment for partners to provide to the College.
- e. In Social Work at Level 6 Non-statutory placements can be used where employers carry out statutory work.

Risk 3. - Loss of Foundation Degree Awarding Powers

- a. The College was awarded indefinite Foundation Degrees awarding powers in July 2023. At this moment in time, we consider this to be an extremely low risk to the organisation. Should the College lose its indefinite Foundation Degree Awarding Powers, we would seek to gain approval from our partnership with the OU or other HEI providers.

Risk 4. - Loss of Validation Arrangements with Validating Partners or Subcontracting Partner Closure

Risk 4a. - Loss of Validation Arrangements with Validating Partners

- a. We have a strong working relationship with our Validating Partners and have regular dialogue to discuss all matters relating to curriculum design, development and quality assurance.
- b. We have a validation agreement in place with the Open University which has contingencies in place regarding programme closure and 'teach out' process who be implemented should it be required.
- c. We have a long-established track record of working with validating partner, Pearson's (for our HNC/HND programmes) if this was to change, we would commit to "teach out" all existing students.

The College currently has an outstanding financial status which would give financial flexibility to teach out any of our programmes for the remainder of the programme as opposed to programme closure.

Risk 4b. - Subcontracting Partner Closure

- a. We carry out rigorous financial due diligence on all potential subcontracting partners prior to commencement of delivery to ensure that they have financial flexibility to teach out any programmes for the remaining duration of the programme as opposed to programme closure. This is monitored on an annual basis.
- b. Each subcontracting agreement has a written contractual arrangement in place which clearly explains delegation of activities, and a strategy to protect students' interests in cases of partner or programme closure. As such, Risk 5b below would apply to all students covered by such an arrangement.

Risk 5. - Programme Closure**Risk 5a. - Programme closure for programmes delivered in Durham**

- a. Due to the widening participation nature of the New College Durham student body, we would consider every students individual needs. We would discuss all options available to students. This may include the offer of alternate programmes, transfer to other provider or refund of fees.
- b. The College's reserve levels would give financial flexibility to teach out any programme for the remaining duration of the programme as opposed to programme closure. This is reflected in the College's EFSA 'outstanding' financial status.

Risk 5b. - Programme closure for programmes delivered by a sub-contracting partner

- a. Due to the widening participation nature of the New College Durham student body, we would consider every students individual needs. We would discuss all options available to students. This may include the offer of alternate programmes, transfer to other provider including attendance at the Durham campus, award credits obtained to date or refund of fees.
- b. The College recognises that the closure of a programme may include a break in study for these students until the Student Protection Plan can be enacted. Students will not be penalised for any loss of teaching during this period and reasonable adjustments will be made to ensure students are not disadvantaged as a result of the closure.
- c. The College will endeavour to provide all students with a route to completion.

Risk 6. - Programme Changes / Modifications to programme modules

- a. The risk that your programme of study will change from when you enrolled is low due to our robust programme design and formal validation process.
- b. There are occasions when minor enhancements are made to modules in response to student module feedback or as part of our quality enhancement review at the end of each academic year. Any such changes require full student consultation and External Examiner approval.
- c. All staff working with HE students receive training on the importance of being transparent in discussing the possibility of minor modifications to programme of study for reason identified above in point 6b.

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 see below link to New College Durham's refund and compensation policy which demonstrates how we issue:

- refunds for students in receipt of tuitions fee loan from the Student Loans Company;
- refunds for students who pay their own tuition fees;
- refunds for 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 programme;
- a commitment to honour student bursaries;
- compensation for additional costs and lost time where it is not possible to preserve continuation of study; and
- compensation for tuition and maintenance costs where students have to transfer programmes or provider.

[New College Durham Refund and Compensation policy](#)

Our Refund and Compensation Policy is reviewed every 5 years but may be amended by the College from time to time, as is deemed necessary. Any changes made will follow the formal approval process via Academic Board and Senior Leadership Team approval.

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

We publicise our student protection plan to current and future students through student handbooks, the virtual learning environment (VLE), Student Forums and the College HE Information website.

We ensure that staff are aware of the implications of our student protection plan when they propose programme changes by discussion at Curriculum and Quality Team (CQT) meetings, HE Approval Committees, HE Academic Standards and Quality Boards, and as part of the HE Quality Cycle.

We review our student protection plan through HE Student Forums and Curriculum Team meetings, which feed into Education Quality, Curriculum and Students Committee (EQCS) and Corporation meetings.

Our students participate in our reviews through HE Student Forums and consultation with the Students' Union President.

We inform our students if there are to be material changes to their programme through Curriculum Team meetings, the VLE, emails, letter and Student Representatives.

We give students 14 days' notice when we need to make material changes to their programme where possible.

If we need to implement the measures in our student protection plan we will carry out consultation in HE Student Forums, post information on the VLE and inform students through lines of communication such as emails and letters to support students collectively and individually.

We will put in place an action plan incorporating student access to individual advice and guidance to ensure that our students have access to independent advice if we need to implement the measures in our student protection plan.

All of the above will be mitigated through an operational action plan that takes account of all risks.