

### Document Administration

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| <b>Document Title</b>   | Student Protection Plan  |
| <b>Academic Year</b>    | Academic Year 2018-19  |
| <b>Provider Details</b> | Oak Hill College, Chase Side, Southgate, London, N14 4PS<br>UKPRN: 10010227  |
| <b>Status</b>           | Approved   |
| <b>Intention</b>        | To protect the interests of students and enable them to complete their programmes in the event of a material change in circumstances (e.g. a major incident, course/College closure) |
| <b>Consultation</b>     | Staff: through the Management Briefing Group<br>Students: through the Student Common Room Committee<br>External Statutory Bodies: through submission to the Office for Students      |
| <b>Authorisation</b>    | Oak Hill College Leadership Team   |
| <b>Effective Date</b>   | 21 May 2018  |
| <b>Review Date</b>      | 21 May 2019  |
| <b>Enquiries</b>        | Enquiries about this document should be directed to the College Director, Dr Dan Strange: he may be contacted at daniels@oakhill.ac.uk or on 020 8449 0467 ext. 202 (Executive PA)   |

### Introduction to the Student Protection Plan

Oak Hill College ('the College') is a theological college in North London, training men and women for ministry in the Church of England and other spheres of Christian service. Its validated programmes have been developed and are delivered and assessed by the College; they are awarded and quality assured by Middlesex University ('the University'). The Kingham Hill Trust ('the Trust') is the registered charity that owns Oak Hill College and which has contributed spiritually, financially and practically to the College's development. The Trust has delegated responsibility for the operation of the College to the College Council and to the Leadership Team. All College teaching activity is delivered from its single campus in Southgate (London N14).

The aim of this Student Protection Plan is to set out the actions that the College and the Trust will take in the event of a material change in circumstances (such as a major incident) to protect the student interest and to ensure that students are able to complete their programmes. In so doing, the College and the Trust will work together with the University, the Church of England and the Office for Students to ensure that students are able to achieve the best possible outcomes. The Plan has been designed to meet the requirements for registration with the Office for Students and should be read in conjunction with the College's Refunds & Compensation Policy.

### Measures we will take in Specific Situations

In the tables which follow, a number of risks and changes of circumstance are identified along with the actions that the College and Trust will take in order to protect students' continuity of study should those risks/changes crystallise. In each case, we have tried to take account of differences in students' needs, characteristics and circumstances. Arrangements for students who wish to transfer to another institution to complete/continue their studies are set out towards the end of this document, along with information about how refunds may apply.

#### Abbreviations (in the tables below)

|             |                                 |              |                                   |
|-------------|---------------------------------|--------------|-----------------------------------|
| <b>ELQs</b> | Equivalent-Level Qualifications | <b>SLC</b>   | Student Loans Company             |
| <b>HEPs</b> | Higher Education Providers      | <b>SplDs</b> | Specific Learning Difficulties    |
| <b>ILLs</b> | Inter-Library Loans             | <b>TEI</b>   | Theological Education Institution |
| <b>OfS</b>  | The Office for Students         | <b>VLE</b>   | Virtual Learning Environment      |

| 1. FINANCIAL AND MARKET RISKS   |  |  |
|---|--|--|
| Risk to Continuation  | Level of Risk  | Mitigating Actions   |
| 1. The College experiences a significant loss of market, leading to a sustained loss of income and ultimately a decision to close | Low: The College operates in a specialist vocational area, making significant market loss unlikely. The College's finances are underwritten by the Trust, which has a clear reserves policy and assets which could be liquidated or mortgaged if the need arose. | The College will suspend admissions and will discontinue use of the University logo: applicants who have already accepted an offer will be permitted to withdraw their acceptance and will be provided with a list of alternative TEIs.  |
| 2. The College is no longer able to meet its financial obligations and is forced to exit the higher education market              |  | The Trust will use its reserves or, if necessary, liquidate/ mortgage Trust assets in order to cover operating costs and ensure that the College can be closed in an orderly fashion. Students will be taught out to the nearest exit point for their programme: depending on the reason for and speed of the closure, this may be done face to face or through the administration of recordings on the VLE. |
| 3. The Trust experiences financial failure, directly affecting the College's position   |  |  |

| 2. COLLABORATIVE AND REGULATORY RISKS  |   |   |
|--|---|---|
| Risk to Continuation   | Level of Risk   | Mitigating Actions  |
| 1. The University withdraws validation for the College's awards and/or gives notice that it wishes to end the partnership  | Low: the relationship with the University is a long-standing and positive one; the College is not part of the Church of England's Common Awards Scheme, but maintains a close and cordial relationship with the Church of England's Ministry Division and with individual dioceses. | For (1): Under the terms of the Partnership Agreement with the University, students who are already enrolled will be allowed to complete their programmes and will be awarded the relevant qualification. The College will suspend admissions to all University-validated programmes and will discontinue use of the University logo. The College will then seek an alternative validating body, working with the OfS if need be.   |
| 2. The Church of England withdraws authorisation for Ordinands to be trained for ministry at the College   |   | For (2): The College will suspend the admission of Ordinands and will discontinue the use of wording which indicates that it is an approved training institution for the Church of England. Where an offer has been made and/or accepted, the College will contact prospective Ordinands and their sponsoring dioceses to discuss alternative training provision. Where Ordinands are already enrolled, discussions will focus on whether sponsoring dioceses are content for students to complete their awards (or an agreed exit qualification) or would prefer them to transfer.   |
| 3. The OfS suspends or de-registers the College because of a breach of one or more conditions of registration and, as a result, the College loses designation for student loan support | Low: the College has good governance and financial management arrangements in place and, as such, is unlikely to breach its registration conditions. The majority of the College's students are ineligible for student loans because they hold ELQs.                                | The College will discontinue the use of any wording which indicates that it is registered with the OfS and that its courses have been designated for student loan support. The College will contact the OfS to request that students who are already in receipt of financial support be allowed to complete their courses under teach out arrangements. If this is not possible, affected students will be supported to completion through College bursaries (underwritten by reserves) and/or will be assisted in their search for alternative sources of support.<br><br>The College will contact applicants who have already received/ accepted an offer on the basis that student loan support may be available. Those who have already accepted an offer and wish to proceed will be permitted to enrol; depending on proximity to the start of the academic year, financial support may be offered to meet any shortfall in funding; otherwise, those holding offers will be allowed to withdraw their acceptance and will be provided with a list of alternative TEIs. |

| 3. RISKS CONCERNING THE COLLEGE'S ESTATE   |               |                    |
|--|---------------|--------------------|
| Risk to Continuation   | Level of Risk | Mitigating Actions |
| <p>In all of the situations set out below, the following mitigating actions will apply:</p> <ul style="list-style-type: none"> <li>• Actions will be taken in line with the College's Business Continuity Plan.</li> <li>• Wherever possible, the College will continue to deliver its programme content face to face; however, depending on the nature</li> </ul> |               |                    |

| 3. RISKS CONCERNING THE COLLEGE'S ESTATE  |   |  |
|---|---|--|
| Risk to Continuation  | Level of Risk   | Mitigating Actions   |
| <p>and extent of the loss, it may be necessary for some content to be delivered using VLE-based recordings from the most recent module run (usually the preceding academic year). Students will be kept fully informed of how content will be delivered.</p> <ul style="list-style-type: none"> <li>Funds for additional expenditure (e.g. travel, accommodation, meals) and ultimately for the work of re-building the College will come primarily from insurance; additional funds may also be available from the Trust.</li> </ul> |   |  |
| 1. The Main House becomes unusable because of fire (or similar) or as a result of structural/other risks associated with listed building status: this assumes a consequent loss of accommodation, teaching space (Beech, Ash and Dogwood Rooms) and the main kitchen/dining room  | Low: as determined by regular fire risk assessments and by the terms of the College's insurance                         | <ul style="list-style-type: none"> <li>Those affected will be accommodated locally: depending on individual situations, this may be in hotels/B&amp;Bs, with other on-site residents, or with local church families.</li> <li>Lectures will move into the Academic Centre or locally-rented space (schools, hotels, church halls, portakabins); the timetable may be extended outside of normal hours.</li> <li>Study space will devolve to the Library/other parts of the site; on-site/local students may be asked to work at home if possible to maximise the space available for others.</li> <li>Administrative staff will work from temporary locations (e.g. portakabins or locally-rented space); some staff may work from home if they are not directly needed on site.</li> <li>Staff and students will be asked to cater for themselves.</li> </ul> |
| 2. The Academic Centre is lost because of fire (or similar): this assumes a consequent loss of teaching space (LR1, LR2, SR3 and SR4), study space and the College Library  | Low: as determined by regular fire risk assessments and by the terms of the College's insurance                         | <ul style="list-style-type: none"> <li>Lectures will move into the Main Building or locally-rented space (schools, hotels, church halls, portakabins); the timetable may be extended outside of normal hours.</li> <li>Given the significant loss of study space, on-site/local students will be asked to work at home if possible to maximise the space available for others.</li> <li>For recovery of Library stock, please see no.3 below.</li> </ul>   |
| 3. The College Library is destroyed because of fire (or similar): while the Library is located within the Academic Centre, the assumption here is that only the Library is destroyed  | Low: as determined by regular fire risk assessments and by the terms of the College's insurance                         | <ul style="list-style-type: none"> <li>A full list of holdings is maintained by the Librarian, from which the most urgently required texts can be identified using Module Narratives and book lists on the VLE.</li> <li>The Latimer Collection (Main Building) will offer some duplication of stock. The College also has access to some e-resources and scans of some module-specific materials.</li> <li>Otherwise, immediate replacement costs will be funded through insurance. Depending on the nature and extent of the losses, other theological libraries in the area may also be approached for short-term assistance (e.g. ILLs).</li> <li>Study space in the Library will be temporarily lost; as such, on-site/local students will be asked to work at home if possible to maximise the space available for others.</li> </ul>                    |
| 4. Some of the free-standing accommodation is lost because of fire (or similar)   | Low: Most of the College accommodation consists of (semi-)detached housing and there are few blocks of flats            | Affected students will be allocated temporary accommodation for the remainder of the academic year (as set out under no.1); new accommodation will then be considered as part of the next cycle unless there are mitigating circumstances which mean that this needs to be done sooner.  |
| 5. Two or more of the Main House, Library, Academic Centre, and/or free-standing accommodation are lost (e.g. major disaster)   | Low: The free-standing accommodation and other buildings are separate from each other                                   | Actions will follow the pattern set out in nos. 1-4 above with respect to teaching space, study space, accommodation, meals and replacement of Library resources.  |
| 6. The College network is destroyed e.g. fire in the IT room, multi-site fire, unplanned power outage (unplanned shut down/re-boot) or malware  | Low for fire, whether single or multi-site (see nos. 1-5 above); low for malware; moderate for power outages/shut downs | In the event of fire/power loss in the IT Room (Main Building), the College's support contract will enable the purchase/installation of new equipment, and IT staff will be able to restore data from back-ups in the Academic Centre. If the fire/power-loss were to be in the Academic Centre, new back-up equipment would be installed as a matter of urgency. If BOTH IT Rooms were lost, additional WiFi points would be set up to ensure that students could continue to access teaching materials through the (cloud-based) VLE while other systems and networks were restored.   |

| 3. RISKS CONCERNING THE COLLEGE'S ESTATE  |   |  |
|---|---|--|
| Risk to Continuation  | Level of Risk                                 | Mitigating Actions   |
| 7. The College's estate (or a significant part of it) is destroyed through an Act of Terrorism  | Variable depending on the political situation | Actions will depend on the extent of the losses (both in terms of students and staff, and in terms of damage to the physical estate). Actions will be broadly similar to the above, albeit with an increased likelihood of teach out by means of VLE recordings if losses are extensive. |
| Special Arrangements in the case of Risks Concerning the College's Estate   |   |  |
| <ol style="list-style-type: none"> <li>Where additional expenditure is required for students (for example, transport costs if alternative teaching space is needed offsite, or if meals are withdrawn because of damage to the Dining Room) the College will provide support to help students meet the extra costs involved: please refer to the Refunds &amp; Compensation Policy for details.</li> <li>Where alternative accommodation/teaching spaces are required, care will be taken to ensure that there is appropriate access for students with mobility problems or disabilities.</li> <li>Alternative provision will be offered to those whose care responsibilities (e.g. childcare) mean that they cannot attend classes outside of normal teaching hours: for example, this may include allowing them to study by means of VLE recordings.</li> <li>Depending on the nature of the events, we will fund (or provide internally) counselling and support for those who need it.</li> </ol> |   |  |

| 4. LEGAL AND REPUTATIONAL RISKS  |  |   |
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| Risk to Continuation   | Level of Risk  | Mitigating Actions  |
| 1. The College is prosecuted by a prospective/current student who believes that they have suffered discrimination or that reasonable adjustments have not been made for their disability | Low to moderate: failure to deliver the advertised programme(s) and/or discrimination are unlikely to occur due to a combination of mitigating factors and safeguards. | The College has a number of processes in place to prevent discrimination occurring: this includes high-quality Admissions procedures, student support structures, mitigation procedures for student assessment and good staff management. Similarly, the University and College have safeguards in place to ensure that programmes are delivered to students as advertised.           |
| 2. The College is prosecuted under consumer protection law because of failure to deliver the advertised programme(s)   |  | Beyond this, the College is covered by liability insurance in accordance with the University Partnership Agreement. If required, additional legal costs would be covered by the Trust. If legal action resulted in an adverse finding and severe financial loss/reputational damage, then the mitigating actions listed under <i>Financial and Market Risks</i> might come into play. |

| 5. RISKS ASSOCIATED WITH A LOSS OF PERSONNEL                        |   |  |
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| Risk to Continuation  | Level of Risk   | Mitigating Actions   |
| 1. Loss of the Leadership Team (or individual members of it)        | Moderate for individuals  | <ul style="list-style-type: none"> <li><i>President</i>: An Acting President will be appointed from within the College Leadership Team.</li> <li><i>College Director</i>: Teaching will be covered by other Faculty/ a nominated 'reserve educator' or through VLE recordings; an Acting Director will be appointed from within the Faculty.</li> <li><i>Director of Finance &amp; Operations</i>: Immediate assistance will be sought from the Secretary of the Trust to provide cover for financial matters; other cover will be provided by the Leadership Team.</li> </ul>   |
| 2. Loss of the Faculty (e.g. loss of life at an away day/gathering) | Low for the Faculty together (as such gatherings are rare) but moderate for individuals | Under the terms of the College's Contingency Plan, the University will be supplied with the following as soon as possible: student information as agreed at enrolment (contact details, the nature of any disabilities/SpLDs, and academic progress); staff details (contact information for those who remain; nominated 'reserve educators' for those who have been lost); placements (with contact details); and access information for learning resources/lecture recordings on the VLE. University and College staff will liaise with the nominated 'reserve educators' and other local TEs to ensure that students can complete their awards face-to-face wherever possible; where this is not feasible, arrangements will be made to teach out provision using the lecture recordings captured year on year through the VLE. |

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| 3. Loss of the Support Staff (e.g. fire in the main building)       | Low because support staff are spread out across the buildings | <p><b>For (3):</b> Support will be requested from the Trust to provide cover for key posts until temporary staff can be found and a formal appointments process initiated.</p> <p><b>For (4):</b> Actions taken will depend on the role in question:</p> <ul style="list-style-type: none"> <li>• <i>Faculty:</i> In the short term, teaching cover will be provided by other Faculty/a nominated 'reserve educator', through VLE recordings or by a combination of these.</li> <li>• <i>Support Staff:</i> In the short term, cover may be sought from the Trust or by means of temporary appointments. Many support staff have created work process documents which will help with the maintenance of sole-dependency roles until such time as permanent replacements can be found.</li> </ul> |
| 4. Loss of sole-dependency personnel (ill-health/death/resignation) | High because there are several sole-dependency staff          |  |

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| <b>Special Arrangements in the case of Risks Associated with a Loss of Personnel</b>  |  |  |
| <ol style="list-style-type: none"> <li>1. For those who chose to continue their studies under the terms of the College's Contingency Plan with the University, information about disabilities and SpLDs will be made available confidentially to the University (as agreed with students at enrolment) in order to help the Deputy Dean, the University Link Tutor and other staff to provide the appropriate support.</li> <li>2. Depending on the situation (e.g. sudden death of a staff member), we will fund (or provide internally) counselling and support.</li> </ol> |  |  |

| <b>6. PROGRAMME-RELATED RISKS</b>   |   |   |
|---|---|---|
| <b>Risk to Continuation</b>   | <b>Level of Risk</b>  | <b>Mitigating Actions</b>   |
| <p>The College will not normally make changes outside of the parameters of its Programme Changes Policy. However, on occasions when a major change is required, the College's aim will be to ensure that the stated Programme Learning Outcomes can still be completed satisfactorily by those who have been admitted to the programme in question.</p> |   |   |
| 1. The College decides to close one of its programmes because of insufficient enrolment; because it has been superseded by other provision; or because it no longer aligns with the College mission   | Low because this kind of decision would normally be taken well in advance (usually as part of a programme review cycle) | <p>In accordance with any agreed timeframe for teach-out of the affected programme(s), the College will suspend admissions and contact applicants to whom an offer has already been made: offers already accepted will be honoured if the prospective student wishes to enrol on an alternative programme, or on a shortened version of the affected award (e.g. a CertHE or FdA instead of a BA Hons); otherwise, those holding offers will be allowed to withdraw their acceptance and will be provided with a list of alternative TEIs.</p> <p>All currently registered students will be notified immediately. If they wish to remain at the College, they will be offered the choice of completing their studies through teach-out arrangements or transferring to any new provision.</p> |
| 2. The College is required to make a material change to one of its programmes because of a change in regulatory, validation or accreditation requirements   | Low because the College only offers programmes in one (fairly stable) discipline  | <p><b>For (2):</b> Changes will be limited to the minimum necessary to comply with new requirements. Where appropriate, the College will suspend admissions until such time as amended programme information becomes available. The admissions team will contact applicants to whom an offer has already been made: offers already accepted will be honoured if the prospective student wishes to proceed on the amended programme; otherwise, those who hold offers will be allowed to withdraw their acceptance and will be provided with a list of alternative TEIs. Currently registered students will be notified of the changes and will be consulted with as far as possible. If they wish to continue their studies, they will be supported as normal through to completion.</p>      |
| 3. The College is no longer able to provide material elements of particular programmes because of loss of key staff (especially in sole-dependency aspects of the programmes such as TCY, TCC)  | Moderate: most modules could be taught by multiple staff but some have unique tutors                                    | <p><b>For (3):</b> Where appropriate, the College will suspend admissions until such time as information about an amended programme or about teach out arrangements becomes available. The admissions team will contact applicants to whom an offer has already been made: offers already accepted will be honoured if the prospective student wishes to</p>  |

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|  |  | <p>proceed on the amended programme; otherwise, those who hold offers will be allowed to withdraw their acceptance and will be provided with a list of alternative TEIs. Currently registered students will be notified immediately and will be consulted with as far as possible. If they wish to continue their studies, they will be supported to completion of their award through a combination of the mechanisms outlined under no.4 in Table 5 (contingent upon the precise circumstances).</p> |
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## Arrangements for Transfer

If, in any of the above scenarios, an individual student wishes to transfer to another institution to complete/continue their studies, the College will facilitate this by providing credit/achievement information and liaising with alternative TEIs. The balance of tuition fee and accommodation costs will be refunded at the College's discretion and in line with its Refunds & Compensation Policy: depending on individual circumstances, funds may be re-paid directly to the student, to the Student Loans Company and/or to any third party sponsors such as the Church of England. Full details of how refunds will be calculated and how payments will be made can be found in the Refunds & Compensation Policy.

### Special Arrangements in the case of Student Transfers

1. If a student chooses to transfer to another institution to complete their studies, particular attention will be paid to support for those with mobility issues/physical disabilities, and also for those with relevant SpLDs.
2. Where students are in receipt of student loan support, advice will be provided and arrangements will be made to enter a Change of Circumstance request with SLC, ensuring that funds are transferred to the receiving institution at the appropriate time.
3. In determining refunds and/or financial assistance, we will take account of students whose maintenance costs will increase through needing to move (accommodation), travel further to reach their new place of study, or put in place additional childcare. Please refer to the Refunds & Compensation Policy for more details.

## Communication with College Staff and Students

### a) Immediate and Routine Communication

- The Student Protection Plan has been discussed with staff (through the Leadership Team and Management Briefing Group) and with students (through the Student Common Room Committee). Once it has been approved by the Office for Students, it will be published on the College website and drawn to the attention of staff, students and applicants.
- By 31 July 2019, the Student Protection Plan will be fully integrated with the Programme Changes Policy and with the Student Transfer Policy. It will then be re-published as above, alongside the other documents.
- Thereafter, the Student Protection Plan and the Refunds & Compensation Policy will be reviewed together on an annual basis: the aim will be to ensure that risks remain current and mitigations feasible in the light of changing circumstances. Staff will be involved in this process through the Leadership Team and Management Briefing Group; students will be consulted through the Student Committee Room Committee. Each time that the documents are re-published as a result of this review, the attention of staff, students and applicants will be drawn to the new versions.

### b) Communication in the Event of Implementation

Should an element of the Student Protection Plan need to be implemented (because one of the risks has crystallised), the following actions will be taken by the College:

- A communication plan will be drawn up, the detail of which will be determined by the nature of the problem. In emergency situations, the communication plan will be informed by the College's Business Continuity Plan; in all other circumstances, the plan will be prepared by the Communication Department, working with other relevant staff.
- As circumstances allow, appropriate members of the Student Common Room Committee will be fully involved in discussion around the implementation of the Plan and communication of any required actions: depending on the situation this may include, amongst others, the Senior Student, the SCR Secretary, the Student Academic Representative, the Part-Time Student Representative and the Welfare/Diversity Representative.
- Depending on the situation, individual students will be supported and advised by their personal tutors, programme directors and senior administrative staff. Where traumatic events have taken place, the Director of Pastoral Care will work with personal tutors and other members of Faculty to provide additional support. Students who have declared a disability/SpLD will be supported by the Disabilities Officer and (with their permission) by other staff as required.

- With respect to College closure, students will be informed as soon as possible: in line with the Trust's reserves policy, three months' notice will be given as an absolute minimum.
- With respect to programme closure or a material change, students will be informed of the situation as early as possible in line with the Programme Changes Policy and the College's agreements with the University.
- Students who wish to make a complaint about the way in which the Plan has been implemented will be encouraged to follow the College's normal Complaints & Grievance Procedures (as printed in the Student Programme Handbook and published on the VLE under *Academic Life/Policies*); depending on the precise nature of the complaint, students may also have recourse to the complaints procedures of the University and the Office of the Independent Adjudicator once all College procedures have been exhausted.

### Other Relevant Documentation

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| <b>Contingency Plan (with the University)</b>           | Specifies how courses can be taught out using VLE resources (past and present as required) and reserve educators                    |
| <b>Partnership Agreement (with the University)</b>      | Specifies the minimum length of time required for either institution to dissolve the partnership                                    |
| <b>Memoranda of Cooperation (with the University)</b>   | Specifies the College's and University's roles and responsibilities within the collaborative relationship as regards the programmes |
| <b>Business Continuity Plan (Oak Hill)</b>              | Sets out actions and business continuity measures in the event of serious incidents (such as a major fire)                          |
| <b>Programme Changes Policy (Oak Hill)</b>              | Sets out under what circumstances modules, programmes and regulations may be changed, and the processes for doing so                |
| <b>Refunds &amp; Compensation Policy (Oak Hill)</b>     | Explains the circumstances in which refunds will be given as well as when compensation will be considered                           |
| <b>Complaints &amp; Grievance Procedures (Oak Hill)</b> | Explains how students may make a complaint about particular aspects of their College experience                                     |