

HE18 Student Protection Plan

HE18 Student Protection Plan v4

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Name of Responsible Committee	Executive Leadership Team
Job Title of Responsible Author	Group Academic Registrar
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Provider Legal Name	TEC Partnership
Provider Legal Address	Nuns Corner, Grimsby, DN34 5BQ
Provider UKPRN	10007938
Application to Collaborative Provision	Mandatory

Revision History

Version Number	Date	Type of Amendment	Amendment Details
3.0	Feb 2020	Replacement	Updated and replaced version without risk assessment
3.1	August 2020	Major change	Updated following merger with East Riding College
3.2	March 2021	Major change	Updated for 2021-2025, and to take account degree awarding powers
3.3	April 2022	Typographical	Minor update to frequency
4.0	August 2024	Major change	Review following closure of MODAL to HE

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

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1.0 Introduction

1.1 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, Skegness TEC and Scarborough TEC. As a provider of higher education, TEC Partnership is required to publish a student protection plan and review this plan when there has been a significant change in circumstances¹. In the student protection plan 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 TEC Partnership will do to protect students from those risks. 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.

1.2 This plan builds on the experience of 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 TEC Partnership currently holds Bachelor's 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.

1.4 The Higher Education provision of 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 2019 (TEC Partnership) and March 2018 (East Riding College) 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 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 TEC Partnership Student Contract found on our websites.

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, TEC Partnership undertakes regular review of risks, their likelihood and impact to continuation and studies. A table showing these is available at Appendix 1.

¹ The OfS has stated in its guidance published March 2021 that it does not require changes to plans except in changes to current circumstances.

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

2.2 TEC Partnership, is a large further education provider which was graded Requires Improvement by Ofsted in October 2023 ([Report](#)), and has over 8 years of demonstrated 'good or better financial status' and therefore consider the likelihood of total provider failure to be low. TEC Partnership is governed by the provisions of the Education and Skills Funding Agency in the event of a whole provider failure.

2.3 TEC Partnership considers the risk of losing the power to award Bachelor's and Foundation Degrees in the next three years is low. TEC Partnership has been awarded a time-limited period of Bachelor's Degree Awarding Powers in 2021 for a period of three years. 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 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 TEC Partnership considers the risk low of losing the access to the validation of Higher National programmes by Pearson Education.

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

Risks that are 'likely' or 'very likely'.

2.7 TEC Partnership has been granted further Degree Awarding Powers above those that the TEC Partnership currently hold, and these are 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.

2.8 TEC Partnership completed a merger with East Riding College on 1 August 2020. 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. TEC Partnership is however committed to teaching out all existing cohorts wherever possible.

2.9 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](#).

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

2.11 There is a more moderate risk in in some courses that 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 Special Effects Make- Up Design and Prosthetics, FdSc Digital & Technology Solutions (Online), FdSc Assistant Practitioner (suite), HNC Construction (HTQ), BA (Hons) Entrepreneurship and Fashion Innovation

(Top Up) and FdSc/BSc Animal Management.

2.12 There is a low risk of disruption to the IT infrastructure which 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.

2.13 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 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 TEC Partnership, if TEC Partnership decides to close a course, TEC Partnership will teach out² 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 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 out² procedure.

3.5 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 out² procedure.

3.6 In the event that TEC Partnership decides to not run a particular programme of study where an applicant has accepted an offer from us to enrol, TEC Partnership endeavours to find a similar course (should that exist) at TEC Partnership, and it remains a suitable choice for the student. If TEC Partnership does not offer a suitable alternative, 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.

² 'Teach out' refers to a phased method of which a closure of programme will operate, which allows affected students to complete their programme of study before closure takes effect.

3.7 In the event that TEC Partnership can no longer validate a programme, where possible TEC Partnership will seek to ensure that programme closure is through the process of teach out² in the first instance, allowing as many students as possible to complete their enrolled programme of study. Where this is not possible, 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 TEC Partnership.

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

3.9 The impact of 3.8 is that all validated courses must have changes approved 90 days before delivery commences, this deadline is set annually by the HE Quality Office and is normally the second Friday in June.

3.10 TEC Partnership will normally give a minimum 90 days' notice of intent to close a course or campus at TEC Partnership.

3.11 In observing 3.10, TEC Partnership will normally observe any further requirements of validating universities and awarding bodies, particularly where their requirements are for a longer notice period than 90 days' notice of intent.

3.12 Where TEC Partnership has lost key staff/or facilities for those courses that are considered niche/rare in the provision (as identified in section 2.11 above), TEC Partnership will endeavour to replace key staff 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, TEC Partnership will undertake to support students (as detailed in section 3.7 above) to move to another provider to complete their studies.

3.13 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 Industrial Action. 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, TEC Partnership will take all reasonable steps to ensure that normal operations are maintained. TEC Partnership will take all reasonable steps to maintain the student experience and ensure that students are not negatively impacted by that action.

3.15 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.

3.16 IT Infrastructure failure or IT upgrade. TEC Partnership continues to maintain and invest in IT infrastructure used to support learning and business functions. In addition to the Policy & Guidelines for Managing and Incident and Crisis, TEC Partnership IT department also maintains ongoing communication with students and staff to ensure planned upgrade works do not disrupt learning, or

to keep users updated on resolutions to IT issues. Where IT failures have affected student learning and assessment, TEC Partnership has HE10 Additional Consideration and Short Extensions which TEC Partnership will use to mitigate issues caused by IT failure.

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, 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. TEC Partnership has cash reserves of £6m on 31st July 2023 which would be sufficient to provide refunds and compensation for those up-to 100 students for whom 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 TEC Partnership will review this student protection plan by January 2027, or sooner if there is a significant change in circumstance. The Student Protection Plan will normally 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 TEC Partnership will publicise the Student Protection Plan to current and future students by 1 August of each academic year.

5.3 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 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 Student Protection Plan 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. 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 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 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 and complaints form can be 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	28.02.2027
Continuation	No longer being able to award qualification as OfS has varied or revoked DAPs	TEC Partnership no longer able to award Degrees.	Partnership cannot fulfil obligations to students and make awards of FDs.	2	4	8	SPP – 3.1, 3.2 & 3.7	28.02.2027
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, 3.5, 3.6	28.02.2027
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, 3.11, 3.12, 3.13, 3.14, 3.15, 3.16	28.02.2027

HE18 Student Protection Plan v4

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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	28.02.2025
Continuation & Quality	Future Provider Merger	TEC Partnership merges with another Further Education Provider.	No expected impact for students in the short term.	1	2	2	n/a	28.02.2027
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	28.02.2027
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 2.11)	Students will not receive timetabled sessions or the necessary information to complete assessments.	2	4	8	SPP – 3.5, 3.12 & 4.2	28.02.2027
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 2.11)	Students will not receive timetabled sessions or the necessary information to complete assessments.	3	3	9	SPP – 3.5, 3.12 & 4.2	28.02.2027

HE18 Student Protection Plan v4

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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	SPP – 3.16	28.02.2027
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 – 3.13, 3.16	28.02.2027
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.	2	3	6	SPP – 3.14	28.02.2027

HE18 Student Protection Plan



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