|  |  |
| --- | --- |
|  | INSERT REFERENCE |

|  |  |
| --- | --- |
| Title | Student Protection Plan 2023-24 |
| Author and Job Title | Clare Milsom R/COO |
| Audit Trail | ELT ( by email circulation) and Chairs’ approval |
| Date of Meeting | N/A |

1. **PURPOSE**

The purpose of a plan is to ensure that students can continue and complete their studies or can be compensated if this is not possible

1. **EXECUTIVE SUMMARY**

All higher education providers registered with the Office for Students (OfS) must have a student protection plan in place. The student protection plan sets out what students can expect to happen should a course, campus, or institution close.

Presented here is an updated plan that has been shared and discussed with JMSU.

1. **FINANCIAL IMPLICATIONS/RISK ANALYSIS**

The Student Refund and Compensation Policy sets out the University’s approach where refunds and/or compensation may be applicable for student fees and or other relevant costs.

1. **RECOMMENDATION**For approval/endorsement/information/discussion**:** Endorsement

**LJMU Student Protection Plan 2023/24**

1. **Introduction and purpose of the Student Protection Plan**

This Student Protection Plan (“Plan”) sets out what measures Liverpool John Moores University has in place to protect you as our students in the event that a risk to the continuation of your studies should arise, and how we will communicate with you.

(The term ‘student’ used in this plan also includes apprentices)

This Plan has been submitted and approved by the Office for Students (OfS). In designing and seeking approval for this Plan, we have worked with the OfS to ensure it addresses our specific circumstances — for example, the diverse nature of the University's provision, collaborative arrangements with a number of partners, programmes with professional accreditation, and programmes in specialised areas where there are not many other providers in the UK.

The measures contained in this Plan are in addition to the protections you have under consumer protection law, and do not impinge on your consumer rights.

# **Our commitment to our students**

We commit to:

* being open and transparent with students should any risk to the continuity of your studies arise, and inform you in a timely manner;
* taking reasonable steps to protecting your studies should we discontinue a course or discipline, or close a location (building or campus);
* actively seeking , reviewing and considering students' views before deciding to implement any substantial changes to a course or discontinuing it, or stop teaching a discipline or closing a location;
* attaining any feedback from students either directly or via JMSU
* communicating changes with the Students’ Union (JMSU) and working with them to support and advise students;
* taking into consideration the needs of all our students and the impact on them of any proposed changes and protective measures;
* informing the OfS of any changes that may necessitate a review of the Plan or any of the measures contained within it; and
* seeking students' views on the Plan via JMSU annually;
* Seeking feedback of the plan from the new officer team at JMSU annually.

# **Who does the Plan apply to?**

The Plan applies to all current and potential students and apprentices of LJMU, together with students studying for a LJMU award at partner institutions on franchised programmes. These programmes are listed on the Collaborative Provision Register [https://www.ljmu.ac.uk/academic-registry/collaborative-partners/ljmus-](https://www.ljmu.ac.uk/academic-registry/collaborative-partners/ljmus-academic-collaborative-partners) [academic-collaborative-partners](https://www.ljmu.ac.uk/academic-registry/collaborative-partners/ljmus-academic-collaborative-partners)

Where a partner institution also has a Student Protection Plan which applies to students on franchised programmes, the University will work with the partner institution to ensure that students’ interests are protected.

# **What changes are not covered by the Plan?**

We retain the right to make minor adjustments and improvements to course, programme and module content year on year, and these in themselves do not warrant the triggering of student protection measures.

Other changes which would not trigger this Plan include changes to timetables, including times and venues, changes which may become reasonably necessary to comply with government or other regulatory requirements, and changes to supervision arrangements for research students.

# **Assessment of risks**

In this section, we set out a range of risks that could occur, what the likely effects would be to the continuation of your studies as well as assessing the likelihood and impact these risks could have.

|  |  |
| --- | --- |
| **The risk that the University is no longer able to operate**  The University registered with the OfS in September 2018 and is subject to the ongoing Conditions of Registration.    The risk of the University closing completely is very low. LJMU’s financial performance is very strong. Information in relation to the University’s strong finances can be found in the Financial Statements which are available on the financial information webpage: [https://www.ljmu.ac.uk/about-us/public-](https://www.ljmu.ac.uk/about-us/public-information/financial-information) [information/financial-information](https://www.ljmu.ac.uk/about-us/public-information/financial-information)    The risk of the University losing its OfS registration is very low. The University regularly monitors its compliance with the Conditions of Registration and other OfS requirements.    If, at any point, it is judged there is a breach of any of the Conditions of Registration, the University would work with the OfS to put in place steps to resolve such a breach to avoid deregistration. In the exceptional event of deregistration, the University would minimise the disruption to students by:     * working with the OfS to allow enrolled students to complete their programme; OR * where this is not possible, supporting students to transfer to other providers. | **Very low** |
| **The risk that the University loses its degree awarding powers**    The risk of the University being unable to award the qualifications for which its students are registered because the OfS has revoked the University’s degree awarding powers is very low. The University has a well-established Quality Framework. Monitoring processes ensure timely implementation of programme action plans to address any areas of concern. | **Very low** |
| **Suspension or removal of Student Sponsor Licence**    The UKVI Compliance Visit (2018) confirmed that the University complies with UKVI requirements and tracks the engagement of its sponsored students diligently to ensure they continue to meet the requirements of their visa. Therefore the risk of suspension or removal of the Student Sponsor Licence is low.    However, if the University’s Student Sponsor status is suspended, the University will take all reasonable steps to minimise disruption to students by, for example:  - working with UKVI to allow students to complete their year of study or programme;  - allowing students already in receipt of a visa based upon an allocated CAS from the University to enrol and commence their studies;  - offering students the opportunity to postpone their application pending the resolution of the suspension (if they have not already commenced travel to the University).    If the University’s Student Sponsor status is revoked, the University will take all reasonable steps to minimise disruption to students by, for example, assisting them to switch to an alternative sponsor. | **Low** |

|  |  |
| --- | --- |
| **The risk that one or more of the locations at which the University delivers courses to students is no longer available**    The University has no plans to relocate any of its other provision during the current academic year. | **Low** |
| **The risk that the University is no longer able to deliver courses in one or more subject areas and/or departments**    The University undertakes a comprehensive review of its subject and programme portfolio on an annual basis, examining management data to consider the sustainability of subject and programme areas. There is no planned significant change for 2023/24. | **Low** |
| **The risk that the University is no longer able to deliver material components of one or more courses**    As programmes are designed to be taught by integrated teams of academic staff the risk of being unable to deliver core material components is low. Even on specialist programmes sufficient cover is available to deliver the core material. | **Low** |
| **The risk that the University is no longer able to deliver one or more modes of study to students**    Most University courses are delivered on a full time basis with part time study and elements of online distance learning available. This approach protects the student experience and reduces the likelihood of programme suspension. | **Low** |
| **The risk that the University is no longer able to recruit or teach a particular type of student, such as international students**  The University delivers programmes to a wide range of students including home and international students, apprentices, mature students and students recruited from widening participation groups. In all cases the University is committed to supporting these students and the risk of being unable to recruit or teach a particular type of student is low. | **Low** |
| **The risk that one or more University courses loses accreditation from a Professional, Statutory or Regulatory Body**  A wide range of programmes are accredited by PSRBs. The University works proactively to maintain accreditation. The risk is low.  In the event of an adverse inspection or monitoring report, the University, through a dedicated working group, would work proactively with the PSRB to address all issues of concern. Ongoing communications with the PSRB would be maintained.  In the event of a PSRB suspending or removing accreditation of a programme or programmes, the University would put in place measures to protect the experience of existing students by working with the PSRB to achieve continued accreditation for all existing students. If this is unsuccessful, the University would offer existing students the choice of the following:    -a modified version of the same programme, i.e. without PSRB accreditation;  -an alternative programme(s) within the University;  -assistance to switch to a different provider with the relevant accreditation. | **Low** |
| **The risk that a partner institution (whether in the UK or overseas) delivering franchised provision on behalf of the University is unable to continue to deliver one or more courses for academic or other reasons, or ceases to operate.**    The University enters into partnerships following extensive due diligence, and with binding agreements on the governance and operation of the partnerships. These agreements include provision for teach-out and student protection.    Partnerships are reviewed and legal agreements are updated on a periodic basis. This includes a rigorous review of due diligence, to satisfy the University of the continued appropriateness of the partner, and to ensure that arrangements are based upon an up-to-date understanding of the partner and the context within which they operate. The content of the University’s binding agreements is refreshed periodically to ensure it is appropriately aligned to the internal and external context, within which the University and the partner operate.    The University’s governance structure includes an Academic Quality and Standards Committee (AQSC), which maintains oversight of the operation and quality of collaborative partnerships, and can trigger additional review activity in between formal review points, if this is deemed necessary.  The University has no concerns about any of its partners in relation to student protection at the time of writing the Student Protection Plan. | **Low** |
| **The risk that compulsory credit-bearing placements are no longer available for one or more courses**    In the event of an employer or institution no longer being able to offer an agreed student placement, there is a range of support mechanisms to enable suitable alternatives to be found. The University will work directly with the student to source an appropriate alternative. The University has a number of staff employed specifically to source these placements, and maintains close relationships with key providers.    If a student undertaking an apprenticeship is made redundant, the University will provide support to that student to try to find alternative employment that will allow them to continue with their studies. | **Low** |
| **The risk that study abroad placement years will be unable to go ahead for one or more courses**  In the event of a study abroad placement year being withdrawn the University will take steps to find a suitable alternative. All study abroad placements are optional and therefore in the event that there is no suitable alternative students will be advised of other course options available to them. | **Low** |

# **Measures put in place to mitigate risks**

In the event that any of the above risks materialises, we will take one or more of the following measures to protect your continuity of study.

All these measures are tested through consideration of how the processes would work, or from experience of operating teach out. The University's Business Continuity Management Group has developed a range of business continuity plans, which include any institutional risks (for example buildings, IT systems) that could affect your continuation of study.

We will take into account the needs, characteristics and circumstances of all our students.

***“Teach out”***

Teach out means that the course is still taught to completion for all students who are currently enrolled.

If a course can no longer be offered, the default position is to make sure that teach out arrangements are in place for those students already enrolled on the course, ensuring that you are able to continue on your programme of study.

Students will no longer be recruited to the course, and the course will close once the final students have completed.

Teach out arrangements will be clearly communicated to students. The student experience will be at the heart of any such arrangement and will enable students to achieve the required learning outcomes of the course.

The arrangements will detail what will happen to students who need to redeem failure during the teach out period, or who are not able to complete assessments at the time set due to illness.

***Students at partner institutions***

The University's collaborative provision agreements with its partner institutions state that in the event of termination of the agreement, the parties will ensure that students already enrolled on a course are given the opportunity to complete it within the expected timeframe. The University and the partner will work together to ensure that any such students are able to complete the course.

If the partner institution is unable to teach out the course, the University will either teach out the course itself or will enter into an arrangement with another provider for this purpose.

***Support and facilitate transfer to suitable premises and/or alternative providers***

If teach out is not possible, the University will offer suitable alternative courses, and will facilitate transfer to other providers, including advice, and transfer of credit. The University may offer alternative locations of study, even if that means securing alternative premises, or alternative modes of study, to allow students affected to complete their studies.

1. **Information about refunds and compensation**

The Student Refund and Compensation Policy sets out the University’s approach when it is not possible for us to preserve continuation of study using the mitigation methods listed above, and where refunds and/or compensation may be applicable for student fees and or other relevant costs. In the situation that the University makes significant changes to a course, or ceases to deliver it completely, students are entitled to a full refund of the tuition fees paid for the relevant academic year, unless arrangements can be made for the student to transfer elsewhere with credit (or an alternative exit award can be given). The Student Refund and Compensation Policy can be found on the University website. <https://www.ljmu.ac.uk/about-us/public-information/student-regulations> at

As evidenced in the Financial Statements and forecasts going forward, the University has significant and sufficient value in cash reserves should there be a need to compensate students whom we identify as being at an increased risk of non-continuation of study.

# **Information about communicating with students**

***Information about the Plan***

This Plan is available on our website and referenced within your [Conditions of Offer and Enrolment.](https://www.ljmu.ac.uk/-/media/sample-sharepoint-libraries/policy-documents/267.pdf) Information will be shared with currently enrolled students through a variety of media, for example: our website, newsletters and email.

The University shares our Plan with staff through a variety of media, for example: University website, policy and process documents (including course change and closure) and at regular staff training events.

***When the Plan is triggered***

We will notify you of any changes that may affect your studies in a timely manner. Should the Plan need to be triggered, you will be notified by either the Pro Vice Chancellor of your Faculty or the Academic Registrar.

Where a significant impact on students’ continuation of study is identified, the Academic Planning and Fees Panel will instruct the Academic Registrar to convene the Student Protection Panel. The Panel which will be chaired by the University Registrar and will include the relevant Faculty Pro Vice-Chancellor, the Director of Finance, the Academic Registrar, the University Secretary and General Counsel and the Director of Student Advice & Wellbeing. Other members may be co-opted on to the Panel as appropriate.

The Student Protection Panel must approve a communications plan that must take account of the following:

* A minimum of 28 days’ notice will be given to students in the event of course, campus or planned closure.
* The range of collective and individual communication mechanisms the University will use to ensure that all students, regardless of their circumstances, are aware of the impact of any proposed change.
* Advice and support will be provided to all students, usually from their Programme Leader.
* Students will be informed of the availability of independent advice via JMSU.
* Students will be made aware of the Student Complaints Procedure.

If you are dissatisfied with the proposed outcomes, you can bring a complaint under the [Student Complaints Procedure](https://www.ljmu.ac.uk/-/media/sample-sharepoint-libraries/policy-documents/140.pdf) and if there is no resolution, you can contact the Office of the Independent Adjudicator, at [http://www.oiahe.org.uk.](http://www.oiahe.org.uk/)

# **Review**

This Plan is reviewed on an annual basis in August of each year for the subsequent academic year. If the Plan requires major amendments, the review is a collaborative process involving the John Moores Students' Union (JMSU). Institutional oversight is maintained through the University's governance and management structures.

If you have any immediate views, concerns or feedback in relation to this Plan please contact the Academic Registrar at [a.j.cotgrave@ljmu.ac.uk](mailto:a.j.cotgrave@ljmu.ac.uk), First Floor, Exchange Station, Tithebarn Street, Liverpool L2 2QP.