



Union School of Theology Student Protection Plan

Provider's name: UNION SCHOOL OF THEOLOGY

Provider's UKPRN: 10024766

Legal address: BRYNTIRION HOUSE, BRYNTIRION HILL, BRIDGEND, CF31 4DX

Contact point for enquiries about this student protection plan: ACADEMIC REGISTRAR,
UNION SCHOOL OF THEOLOGY

Student protection plan for the period 2019-20

Date Approved by UST Academic Board – 11 December 2019

Ownership – Academic Registrar

Reporting to – Union School of Theology Academic Board

Policy Review Date – December 2022

1. Evidenced statement of assessment of the range and level of risks to the continuation of study for UST students:

Union School of Theology is committed to ensuring students achieve the best academic outcomes from their studies. It is possible that events occasionally occur which have the potential to impact on this, however the School will take steps to mitigate for these. Union School of Theology is committed to service its contractual obligations to students and comply with its commitments under consumer law as outlined by the Competition and Markets Authority. In doing so, this Student Protection Plan sets out how Union School of Theology will work to protect the student interest when responding to circumstances such as significant changes to how a course is delivered or course closure. The plan shows how the School has in place procedures to respond to these circumstances which will mitigate the potential impact on students and which recognise the different needs of its diverse student body.

1.1 Risk from Ongoing Campus Renovation and Upgrading

The main campus of UST is located in a nineteenth century building, which was upgraded and extended in the early 1970s. The School has at present no plans to relocate from this campus, but a process of ongoing repair and renewals may have some impact on student facilities and delivery. The risk associated with this is considered to be low to moderate. At present there are plenty of alternative teaching rooms and study spaces if some are under repair. Should part of the property be damaged by fire or flood, because there are two separate buildings on the campus each with spare capacity, there is space to relocate teaching operations without interrupting delivery.

UST also has a rented property in Oxford where there is an office and one Learning Community meets. The availability of other rented space in the city means the risk to the student experience is low.

Currently a small number of students live on campus, in two separate blocks. There is presently large spare accommodation capacity, so should some rooms become unavailable due to repair and renewal, there are a significant number of suitable alternatives available on site. Because the accommodation is in two blocks, the likelihood of them both being damaged by fire or other major incident is low, so the level of risk of students having to find alternative accommodation off site is low. There is a good supply of alternative cheap rented accommodation in the locality if rooms become unavailable on campus.

1.2 Risk from Staff shortages

There is a moderate risk that we may experience staff shortages due to ill health or staff relocation in specialised areas which could impact on the delivery of specialised modules. UST's policy is in the event of staff absences to rearrange classes at another convenient date, or provide an alternative lecturer to deliver the lecture. A number of modules are taught by integrated teams, and others in the team can substitute for absences of others in the staff team. Because the teaching delivered in Learning Communities is pre-recorded in advance of the academic year, there is no risk of non-delivery of this material, and Learning Communities are allowed backup copies in case there is interruption to the live online delivery.

1.3 Industrial Action

There is a low risk of disruption and loss of teaching time through industrial action. This has never been experienced since the college was established in the 1930s, but if it did it would have the potential to affect all students.

1.4 Financial Risk

Union School of Theology funds its operations through a mixture of student fees and donation income. In the past three years student numbers have been increasing, and donation income has shown an upward trend. The risk that UST as a whole is unable to operate is low because financially the school has generated an operating surplus in the last three years. The School has a business continuity plan to deal with maintaining student income and donation income. UST has in place significant legally-binding financial guarantees from supporting organisations to underwrite the costs of UST's work until all currently registered students have completed their studies. These have been accepted as sufficient and appropriate by official bodies, including the validating university, the UK Quality Assurance Agency, the Office for Students and the Higher Education Funding Council for Wales. The government bodies dealing with Specific Designation of UST's programmes for Student Finance, Office for Students and the Higher Education Funding Council for Wales, have indicated their satisfaction that UST can maintain continuity of delivery for students, and they have given approvals so that eligible students are able to receive Student Finance during their studies.

1.5 Risk of Loss of validating partner

The BA (Hons) Graduate Diploma, and MTh programmes are currently validated by the Open University Validation Partnership, and we are not in direct competition with them for delivery of theology degrees. We were successful in our last institutional audit and review and received the maximum five-year approval (2018-2023). We therefore consider the risk of the loss of validating partner as low.

In 2018 we entered into a partnership with the Free University of Amsterdam (VU) for the delivery of their PhD programme with UST faculty as supervisors. This partnership has been growing since then, with an increasing number of students joining the PhD programme. Because of the institutional and faculty investment in the success of the programme the risk of failure in this relationship in the next 5 years (2020-25) is low.

1.6 Risk of Failed re/validation of a programme

The BA, GDip and MTh programmes are validated by the Open University, and the relationship is managed on behalf of the OU by Open University Validation Partnerships. Each programme is revalidated every three to five years by the Open University, with the next validation due in 2023. Although it is unlikely that a programme is not revalidated, should this happen it would have an impact on delivery of the programme.

The partnership with VU for PhD delivery is not time limited, and is kept under review by each partner. Because students are directly registered with VU on acceptance, there is no risk that currently registered students would have their studies terminated should the partnership relationship change. VU would ensure continuity of their supervision.

1.7 Risk of closure of, or significant changes to, a programme

The BA, GDip and MTh are validated for a period of five years by the Open University, with the next validation due in 2023. These three programmes are central to UST's Strategic Plan for the next five years, so the risk of decision to close any of them is low. In some years recruitment to the BA programme has been low, but UST has been committed to continue to deliver it even with small class sizes. All significant changes to programmes must be approved by the Open University, and these are unlikely to be made between validations. The current shape of the programmes is a significant part of the current strategic plan. The risk of major changes before the next validation is low.

1.8 Risk of loss of HEFCW and OfS Specific Designation of Courses

Currently, the Specific Designation of Courses by HEFCW and OfS for Alternative Providers like UST is done on an annual basis, and both were operating new procedures in 2019. From 2020 onwards, these will become more established, and so the level of uncertainty from year to year has decreased. The current strength of UST's financial position also gives a lower level of risk that Specific Designation might be withdrawn. However, because of the ongoing changes in the Specific Designation process, the level of risk associate is moderate.

2. Measures that UST has in place to mitigate risks that are reasonably likely to materialise.

2.1 Closure of College Campus

In UST's Disaster Recovery Policy there are provisions to relocate teaching to other parts of building, or to other local sites, if there were issues with the campus properties owing to repair, renewal, or fire or water damage. UST also has a small teaching facility in Oxford which could be used for remote delivery. Students would be kept informed at all stages of any closures. Financial investment continues to be made to the properties on campus and the risk of their closing is low. Teaching delivered through Learning Communities is pre-recorded, and delivered online. Learning Communities have plans in place to relocate to alternative venues should the original location be unavailable.

The campus is well served by various means of public transport, and has a large number of free student parking spaces. This means that external factors (such as transport strike) should not impinge on the ability of students to access teaching and learning.

2.2 Staff Shortages

Posts created by lecturers leaving are filled quickly, and high numbers of applications for advertised posts are received. Short-term staff coverage is achieved by asking other current members of staff with appropriate skills to cover teaching, or by rearranging classes. UST also has a significant pool of external lecturers who have wide experience after working with the school for a number of years, who can be drawn on for teaching support.

If due to staff shortages we are unable to provide students with the modules that were agreed when they entered the programme, students will be offered suitable alternatives. The School is currently planning to increase the faculty size, and appoint further external lecturers as an investment in teaching resources.

2.3 Industrial action

Union School of Theology has no history of industrial action, to the risk from this is negligible. Should industrial action occur, the School will seek to ensure that normal services are maintained as far as possible, and take all

reasonable steps to fulfil its responsibilities to students in ensuring that any disruption is minimised and students are not disadvantaged by the action. This may mean classes being arranged to support students.

2.4 Failed re/validation of a programme

Revalidations take place between 6 and 9 months before the commencement of the succeeding academic year in which the validation will take effect. All programmes which are due to be re/validated for the following year will be advertised with a statement explaining 'subject to re/validation'. In the event that a programme is not re/validated the School would immediately begin the process to seek an alternative validator for the programme. If this was not successful before the programme was due to start, the School will endeavour to find the student an alternative choice of study either at the School or externally. If an alternative validator is not found, or an alternative choice of study within the School is not possible, a teach-out arrangement for current students with the current validator would be put in place, ensuring currently registered students can complete their programmes. Any funds paid in advance by new students for fees or accommodation to the School for the programme that is not validated / revalidated will be refunded.

2.5 Mitigation of risk of closure of, or significant changes to, a programme

The BA, GDip and MTh are validated for a period of five years by the Open University, with the next validation due in 2023. These three programmes are central to UST's Strategic Plan for that period, so the risk of closure is low. It has been UST's practice to continue to teach students on closed programmes under teach-out arrangements until they have completed all required elements within the permitted completion periods set out in the programme documentation. Any significant changes are made in full consultation with students. There are student representatives on the Academic Board, and all programme committees, and the Quality Assurance Committee, where major changes are discussed and approved. This means that the student voice would be a strong part of any such decisions, their concerns heard, and appropriate mitigation taken. Major changes usually only happen at revalidations, which are prepared for well in advance, and students play a significant part in decisions relating to them.

2.6 Mitigation of risk of loss of HEFCW and OfS Specific Designation of Courses

Specific Designation of Courses by HEFCW and OfS for Alternative Providers like UST currently happens on an annual basis because both are operating new procedures. From 2020 onwards, these have become more established, and so the level of certainty from year to year has reduced. Should Specific Designation be withdrawn, UST will work with each student to secure alternative sources of funding from various trusts and supporters. The financial guarantees and letter of indemnity UST has in place significantly mitigate any risk if Specific Designation is withdrawn, and will enable students currently registered to be able to complete the programme of study on which they are registered.

3. Refunding tuition fees and other relevant costs to students and compensation arrangements where necessary in the event that the School is no longer able to preserve continuation of study

The School aims to deliver a quality higher education provision, in line with the requirements of learners, employers, and the validating partner university. This Student Protection Plan applies to all students of the School, irrespective of the funding arrangements for their further or higher education programme, including students in receipt of a tuition fee loan from the Student Loans Company; students who pay their own tuition fees; students whose tuition fees are paid by an employer or another sponsor. The Terms and Conditions for the Payment and Repayment of fees are set out in the Terms and Conditions document along with Programme Fees document published before each academic year.

3.1.1 Refunds of fees for a particular module will be made where it is not possible to deliver that module or a suitable alternative due to insufficient numbers, staff shortages, or where the attendance of learners is made impossible or inappropriate by some action of the School.

3.1.2 In the event of a programme closure, the School will undertake to ensure continuity of delivery for the remaining students already on the programme through a teach-out arrangement until they have all completed all its required elements within the permitted completion periods set out in the programme documentation. If this does not prove possible, students will

be recommended to the Board of Examiners for the award of any qualification they are entitled to, based on the stages they have already completed. Refunds will be made for the fees already paid for all modules within the stage they have still to complete. Refunds will not be paid to those learners who have voluntarily left the programme; not attended for a period of four weeks prior to closure without previously agreeing a period of planned absence with their programme leader. UST is continuing to provide teaching to students on programmes previously validated by Chester University under its 'teach-out' arrangement up until their maximum completion date.

3.1.3 Any major changes to a programme are subject to the confirmation of the validator, the Open University. Major changes are only made after a full and extensive process of feedback and discussion with the student body, which has representatives on the Academic Board and all programme committees. The expectation is that any major changes would only be made with the agreement of the student body. Should the changes to a programme be so substantial that a student feels they can no longer continue on it, UST will -

- Either
 - i) Enable them to continue on the original programme they enrolled for during a teach-out arrangement, until they have all completed all its required elements within the permitted completion periods set out in the programme documentation.
- Or
 - ii) Students will be recommended to the Board of Examiners for the award of any qualification they are entitled to, based on the stages they have already completed. Refunds will be made for the fees already paid for all modules within the stage they have still to complete. Refunds will not be paid to those learners who have voluntarily left the programme prior to the major changes being made; or not attended for a period of four weeks prior to major change without previously agreeing a period of planned absence with their programme leader.

3.1.4 Refunds to Applicants - The School will honour requests for a refund of tuition fees made in writing by a student within 14 days of them signing and returning the Student Contract and Enrolment Form at the start of their programme, where a student or their sponsor changes their mind and they decide to withdraw from their programme of study, with the exclusion of short courses of less than one month.

3.1.5 Fees will not be refunded where programme closure is temporary or due to circumstances beyond our control, including but not exclusive to fire, flood or other force majeure, adverse weather conditions, failure of public utilities or transport systems/networks, restrictions imposed by the government, terrorist attack or threat of, epidemic or pandemic disease, temporary staff absences or changes including those due to industrial action.

3.1.5 If the issue relates to a complaint, the UST Complaints Policy and Procedures, must be followed and Request for Review and Appeal procedures. If the issue/problem is substantiated the student may receive a refund if this is deemed the appropriate resolution, subject to the authorisation of the Provost. Financial compensation/refund will not always be the appropriate response to a complaint and it is unlikely that most issues will be resolved in this way. Alternatives to financial compensation might include an apology or goodwill gesture, an offer of alternative learning methods if the course cannot be delivered in the way it was originally intended or repeat delivery of the relevant course element may be offered, where possible. In each case, the student should contact the Complaints Officer, who is the Initial contact should be made in writing to the Academic Registrar, and explain in detail the issue/problem experienced and why they believe that they are entitled to a refund. The Complaints Officer will explore with them the options for remedying the issue. Issues of requests for refunds in relation to complaints will only be addressed after the Complaints Process outlined in the Complaints Policy (for Non-Academic Issues) - published on www.ust.ac.uk has been fully completed.

3.2 Compensation

3.2.1 Where it is necessary as a result of action by the School (such as closure of a programme) for students to transfer to an alternative provider or there is a change in the location of the programme (which was not notified to the student prior to the commencement of the academic year), the School will

consider appropriate compensation for additional travel or other costs directly attributable to the non-preservation of continuation of study. The School's priority will always be to ensure that students receive the education experience outlined in programme documentation (whether online or in hard copy format) and their learning agreement. Where, as a result of an investigation through the Complaints Policy (for Non-Academic Issues), it is concluded that this has not been the case, appropriate financial or other compensation may be offered.

3.2.2 The School is cognisant of OIA guidance on considering whether it is appropriate to recommend compensation payments to higher education students for distress and inconvenience.

3.2.3 The levels of distress to be considered are:

Moderate:

An act or omission of the School which has caused some distress and inconvenience in the short term (e.g. less than six months).

Moderate delays (i.e. less than six months) or other procedural irregularities on the part of the School where there is evidence to suggest the student suffered material disadvantage.

Substantial:

An act or omission of the School which has caused some distress and inconvenience in the long term (e.g. more than six months).

Substantial mishandling of the complaint by the School which has resulted in or caused unreasonable or avoidable substantial delay (e.g. over six months) where there is evidence to suggest the student suffered material disadvantage.

Severe:

Cogent and contemporaneous evidence to suggest that as a result of the School's acts or omissions the student has suffered from ill health.

Major maladministration, procedural flaws, delays or other breaches of natural justice in the School's internal process resulting in material disadvantage to the student.

Where there has been a clear material disadvantage to a student as a result of the School's acts or omissions, but a practical remedy is inappropriate or impossible. The School will incorporate provisions within its annual budget for

the potential payment of tuition fee and other refunds and compensation payments to students. A combination of cash funds and (where appropriate) insurance policies will be designated for those students where an increased risk of non-continuation of study has been identified.

3.2.4 Evidenced Statement of Ability to Cover Refund / Compensation Costs

UST has in place a legally binding Deed of Undertaking and Letter of Guarantee from one of our major sponsors that ensure students currently registered will be enabled to complete their programme of study. Union has Professional Indemnity insurance in place, to cover claims made for professional negligence causing loss or injury to a student. UST will also maintain insurance arrangements to cover other situations where compensation may be claimed because of a range of events which might render it unable to continue provide services to students. UST will ensure sufficient funds are available to provide refunds and compensation in the eventuality of claims by students for whom we have identified an increased risk of non-preservation of continuation of provisions for study.

4. COMMUNICATION OF INFORMATION ABOUT STUDENT PROTECTION PLAN

4.1 UST will publicise the Student Protection Plan to current and future students on our website with our other higher education policies and procedures.

4.2 We will ensure that staff are aware of the implications of our Student Protection Plan when they propose programme changes, which must be signalled well in advance to the relevant Programme Leader and Programme Committee. Any substantial changes must be approved in advance by the Academic Board and relevant validator.

4.3 We will inform our students if there are to be significant material changes to their programme by writing to them using their UST email addresses as soon as we become aware of any changes. Students will be given at least 60 days' notice of any significant material changes to their courses.

4.4 If we need to implement the measures in our student protection plan we will hold meetings with affected students (either in person or by VOIP for those not on campus) and offer them support collectively and individually.

We have a Tutor for Well-being and Community who can provide support to students, each of whom also has a Personal Tutor.

Union School of Theology will ensure students have access to independent advice if we need to implement significant measures in our student protection plan (such as programme closure, or relocation) through creating a panel of two local senior Christian leaders who are willing to consult with students and offer independent advice.

5. PROVISIONS FOR REVIEW OF STUDENT PROTECTION PLAN

Given the extent of national policy and strategic change for both the sector this Student Protection Plan is subject to review by the UST Academic Board each year, which includes the Student President as a member. The Student President will be asked to make representations on behalf of students about any changes that are proposed.