

## Student Protection Plan

**Provider's name:** Elim Foursquare Gospel Alliance T/A Regents Theological College

**Provider's UK PRN:** 10021100

### Student protection plan for the period 2020/21

**1. An assessment of the range of risks to the continuation of study for your students, how these risks may differ based on your students' needs, characteristics and circumstances, and the likelihood those risks will crystallise**

Elim has identified and analysed the following potential risks to the continuation of study for its students:

**a. The closure of Elim as an organisation in its entirety**

This risk has been assessed as extremely low.

Elim has operated continuously for over 100 years throughout two world wars and numerous economic recessions. Its core reasons for existence around the demonstration and promotion of the Christian faith continue to be relevant today and the organisation continues to grow and attract new members. It has nearly a thousand ministers plus other staff, operates over 500 churches around the UK and is connected with thousands internationally. Financially it is very stable with most recent annual turnover (2017) being £68M, and a net worth/reserves position of £139M. There is little reason to suggest the organisation might not continue and so mitigating strategies around this risk are not presented in this document.

**b. Elim trustees make a decision to close its college of higher education and withdraw higher education provision**

This risk has been assessed as extremely low.

Training has been integral to the Elim organisation since 1925 when the training college was first formed – initially called Elim Bible College. Indeed, the third object of Elim listed in its constitution is the advancement of education, so the college is operating right at the heart of the organisation. It has operated continuously for 93 years and in 1994 launched recognised and validated degree courses, significantly increasing its academic capability.

Subsequently it has developed its quality standards in line with the Quality Code and has met the standards of the government regulator (most recently HEFCE.) Elim continues to need to train ministers to serve in its growing church network and to replace ministers who leave to undertake other roles or reach retirement. Elim demonstrated its commitment to higher education in 2009, when it opened new and upgraded educational facilities at its new £12M Malvern Hills international headquarters. Since then, further investment has taken place both in facilities and staffing to ensure the College keeps pace with the changing environment. There is little reason to suggest the organisation might not need or desire to continue to offer higher education provision, and so mitigating strategies around this risk are not presented in this document.

It is worth saying however, that in the highly unlikely event of such an occurrence, Elim would be committed to a teach-out process where all existing students continued to receive a full teaching experience until the point of completion.

**c. Elim decides to withdraw or cancel an existing course**

This risk has been assessed as moderate.

Elim offers courses through Regents at both undergraduate and postgraduate level. Given the purpose of the College, all courses centre around theology, although in addition youth ministry, leadership and performing arts are also taught.

Elim monitors student uptake of courses on a continual basis and from time to time makes strategic decisions about the withdrawal of courses which may no longer be economically viable or which no longer fit with our strategic or educational approach.

Elim has in the recent past considered withdrawing the performing arts programme which has had small student intakes in recent years. At this point, we have decided not to close the programme, but as this remains a possibility in the foreseeable future, mitigation strategies for this risk are detailed in section 2 below.

**d. Elim fails to deliver part or all of a particular course. This could be due to:**

**I. Failure of facilities through for example fire, flood or other damage**

This risk has been assessed as low.

Elim at present operates its higher education provision from a single campus situated on the Malvern Hills. As such, the chance of flooding is virtually nil and full fire risk management processes are in place. However, given the fact although such possibilities are unlikely, they are always unexpected; we do have mitigation strategies in place which are detailed in section 2 below.

**II. Exceptional weather**

The campus facility is physically located on high ground which is susceptible to snow in winter

This risk has been assessed as high.

In most (but not all years) the Malvern Hills where the College is situated experience at least one or two days of snowy conditions where accessibility round the site is challenging and getting to the site from the motorway or railway station can be difficult. In one or two years such conditions have existed for an extended period. This can be a particularly challenging problem if snow arrives as a focussed teaching week is about to take place when students will be trying to access the College campus from all over the country. If the College were unable to provide that focused week's lectures, it could impact on a student's ability to complete the year as they may not be able to attend college on an alternative date.

The College clearly needs a mitigating strategy for this scenario which is detailed in section 2 below.

### **III. Lecturer ill health**

This risk has been assessed as high.

As with any educational provider, Elim employs a range of lecturing and administrative academic staff along with operational staff who provided additional services which students require such as accommodation and catering.

From time to time, staff will suffer from ill health and there is a risk that particularly in the case of teaching staff, a lecturer will fall ill at a time which coincides with their lecturing responsibilities.

Elim is committed to honouring its teaching obligations in such a scenario and recognises that as in the case of poor weather above, context students in particular who only visit site five or six weeks a year may not be able to attend lectures at an alternative time when the lecturer is fit again. Therefore a mitigating strategy has been developed which is detailed in section 2 below.

#### **e. Loss of appropriately qualified academic staff**

This risk has been assessed as low.

From time to time academic staff will leave our organisation, either to fulfil a particular ministry calling or simply to work at another institution. Whilst our track record of retention of academic staff is strong and there is a wide pool of talent available to potentially replace those who might leave, the College clearly needs a mitigating strategy to cover this issue which is detailed in section 2 below.

#### **f. Loss of University validation from Chester University, our validating partner**

This risk has been assessed as low/moderate.

Whilst this is an unusual occurrence and is not considered likely, we have experienced this before when the University of Wales made a unilateral decision to end all partnership arrangements. All existing students were able to work through a teach-out process to complete their courses and the College was able to secure validation with the University of Chester. This gave us valuable experience about how to handle this risk and demonstrates that we are able to effectively deal with such a situation. Our mitigation strategy regarding this risk is detailed in section 2 below.

## **2. The measures that you have put in place to mitigate those risks that you consider to be reasonably likely to crystallise**

### **a. Elim decides to withdraw or cancel an existing course**

The advantage of this risk is that if it happened, it would be as a result of a choice made by Elim following a leadership team discussion and analysis. Under such circumstances, Elim would have the time and opportunity to develop an exit plan pathway for the course in

question. As a result, decisions could be made in a measured and reflective way, with full communication to students well in advance of implementation.

Elim is 100% committed to student satisfaction and excellence of experience, and if such a decision were taken, we would guarantee to honour arrangements for existing students by phasing out a course over up to six years if required depending on the modes of study being undertaken by students.

All affected students would be offered the opportunity to continue on a teach-out basis unless they self-selected an alternative appropriate option for them. We would offer full teach-out options even if it were uneconomic for us to do so and if necessary, Elim has the financial cash reserves to underwrite any loss that the college might make as a result on that course.

**b. Elim fails to deliver part or all of a particular course**

**I. Failure of facilities through for example fire, flood or other damage**

Our core mitigation strategy for this risk is that we have nine buildings situated on our campus. All are separated from each other by either roads or other properties. Therefore the probability of one building being affected by for example a fire in another, is very small. Whilst most of our lecture rooms are contained within our “Alice Wing” building, we have other significantly sized rooms in our theatre, conference centre, chapel and main administration building, all of which could be used independently for conducting classes if required. We would simply transfer the teaching activities to another location on site and this could be done at literally a moment’s notice.

As a further back up, Elim has a number of large church buildings located within one hour’s drive of the campus. If a disaster were to occur which compromised the whole campus, it would be straightforward to hire coaches and bus students to an alternative location owned by Elim where classes could take place each day.

**II. Exceptional weather**

We have identified four challenges associated with this risk:

- i. Safety of students and staff moving around campus
- ii. Visiting students getting to campus from the local railway station
- iii. Students struggling to travel across the country due to adverse weather in their own locality or on the journey
- iv. Ability of lecturers and other supporting staff to travel into campus safely to undertake their roles, particularly those who live some distance away from campus.

The mitigations for each of these challenges are as follows:

- i. We have an estates and maintenance team as part of our staff structure who have the task of making the campus safe for pedestrians and cars in times of snowy weather. These teams are supported by students who live on site who are paid to help clear snow and ice. We have 4x4 tractors and

plough facilities to assist with snow clearance and prior to each winter, stock up our reserves of salt/grit to keep pathways and car parks clear. Students are therefore able to move round site safely.

- ii. Only in times of sudden snow fall or excessively bad weather is this a problem as the local council regularly ploughs and grits the main roads between the railway station and the college. Additionally, taxis run from the station in most weathers. Notwithstanding this however, the college is in the process of entering into a commercial arrangement with a hire car supplier for the booking of 4x4 SUVs as required on demand which we would use as required in times of poor weather. This will allow us to operate a ferrying service for students between the college and railway station if required.
- iii. Whilst the college is unable to influence the ability of context students to travel in poor weather to attend a focused teaching week, we will still run the lectures even if only a limited number of students are able to attend. Within the college we have facilities for live streaming and the filming of lectures, and these options would be offered to those students who are unable to travel safely so that they may still be able to benefit from the lectures. We are also able to offer webinar facilities provided through “Big Blue Button” which could deliver additional lectures on line if required.
- iv. Some staff live on campus (including academic teaching staff) and so have no issues being available for work in poor weather. Others live within a mile and typically walk through snow if required in order to attend for work. For others who live remotely and who don’t own 4x4 vehicles, travel is more difficult. In such cases, if we are able to predict the arrival of snow, such staff will be offered overnight accommodation free of charge in our on campus hotel facilities so that the issue of travel is removed completely. We also have the option to defer to our 4x4 SUV hire arrangements to collect staff from home if required.

#### **c. Loss of appropriately qualified academic staff**

Teaching staff meet regularly with their line managers and have personal development plans which helps with staff retention. However it is recognised that from time to time, staff will move on to other employment or ministries. To manage the impact on teaching operations, all lecturing staff must give six months’ notice of their resignation (as stated in their contracts of employment). This is designed to ensure that such staff deliver the lecture programme the timetable commits them to in the majority of cases. At the very minimum, it gives us an extended period of time to recruit new staff with the appropriate qualifications to replace those leaving.

Should there be a shortfall, we would aim to cover the teaching via a teaching colleague, who again would have had notice and time to upskill themselves if required on the material they will be required to teach. We also have access through our extensive networks to bring in adjunct lecturers to help cover any gaps or could contract suitably qualified personnel on a short term basis if required.

Our modular teaching approach also mitigates against this problem as the modules are delivered by a range of different lecturers in concentrated blocks. As a result, the risk if one lecturer left the organisation would be manageable both in terms of the corralled period of

time we would need someone for, and the cover provided by remaining lecturers for the remainder of the course programme.

**d. Loss of University validation from Chester University, our validating partner**

We have legally binding contracts in place with University of Chester (copies of which are available on request and have already been supplied to HEFCE) which usually run for three year terms. These set out the terms and notice periods for any withdrawal of the validation arrangements by the University and the teach-out process which would take place under such a scenario.

Teach-out guarantees would be the key aspect of any such scenario whereby existing students are guaranteed the opportunity to complete their degrees and the university is duty bound to honour this.

We would of course seek to revalidate with another university, and we in fact did this when we transferred from University of Wales to University of Chester when Wales withdrew all its validating partnership arrangements en masse.

As a last result, we would look to assist students in obtaining places on comparable courses either at Chester University or another theological college. APL arrangements already exist to transfer students in appropriate cases between colleges and universities which we participate in from time to time. Under such circumstances, Elim would review the costs incurred by students as compared to the costs they would have paid ourselves, and the refund of course fees, additional costs and compensation policy would be applied as appropriate.

**3. Information about the policy you have in place to refund tuition fees and other relevant costs to your students and to provide compensation where necessary in the event that you are no longer able to preserve continuation of study**

Elim policy is that it will guarantee continuation of study for students in all circumstances and will always offer teach-out to existing students in the event that it decides to discontinue a course.

The extensive and detailed analysis of reasonable risks identified in sections 1 and 2 of this plan have not identified any scenario where this policy could not be executed for students, necessitating a refund of fees, a transfer to an alternative institution or the incurring by students of additional costs.

Our policy regarding refunds of fees to students in such circumstances is very simple. It is not anticipated that refunds will be made available because teach out will always be offered. However in circumstances where teach out cannot be offered (which we have not been currently able to identify), a full refund of that year's tuition and maintenance fees will be made to affected students plus an appropriate gesture of goodwill payment in recognition of the inconvenience caused. Such payment will be determined on a case by case basis based on the individual circumstances involved. In addition, should additional costs such as extra travel costs be identified by a student as being required in order to complete or continue their studies, these will be reimbursed in full also.

Any refund made will only be made in cash to a student if they have made the payment themselves in the first place. Fees donated by an identifiable third party such as a donor or church will be returned to the person or group which made the payment. Monies paid by the student loan company (SLC) will be identified, and the SLC contacted for their instructions on whether the refund is to be made to them or the student or whether it is to be at the student's discretion.

In its 2017 audited accounts, Elim states that it has £18.5M of cash reserves. In a hypothetical scenario where 30 students were refunded £12,000 each, the total cost would amount to £360,000, less than 2% of the cash reserve position.

Elim believes that given the unlikelihood of the refund scenario, and the multi million pound cash reserves held, it is not necessary for the organisation to purchase additional insurance policies to cover this risk and so has no plans to do so. We believe this to be a reasonable position to take in the light of the perceived risk and mitigation strategies identified in this plan.

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

We will publish our student protection plan via the following arrangements:

- Uploading to our student portal available to all students
- Inclusion in our student handbook – made available to each student
- As an addition to our existing terms and conditions which is advised to all new students on acceptance of their place and re-advised to existing students on an annual basis
- Sending the plan to student representatives on our Student Union Council

We will ensure our staff are aware of the implications of our student protection plan when they propose course changes by providing a copy of the plan to all academic staff by 31/1/19

We will review our student protection plan on an annual basis by 31 December each year.

We will ensure our students are involved in the annual review of our student protection plan through inclusion in discussion at our staff-student liaison committee meeting held each November.

Should we need or decide to make material changes to a particular course which affects students under the term of this plan, or should we need to implement any aspect of the student protection plan in a way which adversely affects students, we will undertake the following:

- Written communication from our Vice Principal to all affected students issued from the academic administration office.
- Engagement with all affected students on an individual basis through their pastoral tutors (supervised by the college's Pastoral Dean of Students)
- Opportunity for 1 to 1 discussions between affected students and their tutor
- Any students who are adversely affected by material changes to their courses will be given six months' notice of such changes and be given the options described above

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