

## **City College Plymouth**

**UKPRN: 10005128**

**Legal Address: City College Plymouth, Kings Road, Devonport, Plymouth, PL1 5QG**

**Contact point for enquiries: Dr Katherine Jones – Head of Higher Education**

### **Student Protection Plan for the Period 2018/19**

#### **1.0 Introduction to the City College Plymouth Student Protection Plan**

1.1 City College Plymouth (the College) is committed to helping you achieve successful outcomes from your studies. However, there may be unforeseen circumstances, often outside the College's control, which result in changes having to be made to your modules or programmes.

1.2 The Higher Education and Research Act 2017 requires the College to have a Student Protection Plan, to protect your interests and detail the steps we would take where significant material changes had to take place affecting the quality and/or continuation of your study, such as (but not limited to):

- disruption of College programme delivery;
- industrial action;
- the unanticipated departure of key members of College staff;
- the cessation of programme delivery, likely cessation, or change of delivery mode;
- major changes in year to programme content;
- suspension and/or revocation of the College's Tier 4 Sponsor Licence;
- changes to regulatory framework affecting a specific programme and loss of accreditation from regulatory bodies;
- a decision to close the College or a campus or site for delivery of College programmes had been taken;
- loss or restriction of degree awarding powers;

1.3 This Student Protection Plan will be reviewed annually by the College's HE Strategic Planning Committee, including consultation with students, and will be informed by the College's risk management process. We reserve the right to amend this Plan from time to time based on legal or regulatory change affecting you or us or best practice in the higher education sector.

1.4 The College delivers different types of programmes, and in some instances these are in partnership with other institutions. These are 'validated' programmes, which are designed and delivered by City College Plymouth and are approved by an awarding Higher Education Institution. In addition, Universities may 'contract out' or 'franchise' programmes – these are designed by the University and delivered by the College to exact specification. The course of action taken may vary between those programmes that are validated compared to those that are franchised. The nature of your programme will have been communicated to you prior to enrolment, but if you wish to seek further clarification please consult your Programme Quality Handbook, available on the College Website, your Virtual Learning Environment, or contact the HE Department at HE@cityplym.ac.uk.

1.5 The Student Contract, which you received prior to your enrolment, details the relationship between you and the College, and explains the College's responsibilities and how programme

changes beyond the College's control are managed. In the event of any conflict between this Plan and the Student Contract then the Student Contract shall take priority.

## **2.0 Availability & Implementation**

2.1 The Student Protection Plan will be made available to all students and prospective students via the College website, and through the Higher Education Student Handbook.

2.2 The Higher Education Department will be responsible for ensuring staff are aware of, and implement, the Student Protection Plan, through the delivery of staff development, briefings and publication as part of the College's HE Quality Manual.

## **3.0 Working with you – advice and guidance**

3.1 Where we anticipate changes which will affect your studies we are committed to:

- Letting you know as soon as possible
- Where appropriate working with student representatives to discuss the changes
- Providing you with advice and guidance on the proposed changes and the options that you have
- Applying where relevant our Refund and Compensation Policy

3.2 Where you are required to transfer programme, there may be implications for your student finance arrangements. If you are affected, the College's Higher Education and Finance teams will contact you and provide detailed information, advice and guidance based on this Plan, the Student Contract and the Refund and Compensation Policy taking account of your individual circumstances.

3.3 If your programme is affected by a significant material change, your first point of contact for further information, advice and guidance both pre and post enrolment will be the HE Department available at [HE@cityplym.ac.uk](mailto:HE@cityplym.ac.uk) or on 01752 305786.

## **4.0 City College Plymouth Risk Assessment & Mitigating Measures**

4.1 It is important to note that whilst the College will plan for a wide range of scenarios many of these are very unlikely to happen. The College undertakes risk assessments and regularly reviews these through a risk management framework, rating all risks as low, medium or high. There are processes to escalate risks through the College's governance structures to ensure that interventions to mitigate them are timely and effective. This section details the identified risks, and the steps that would be taken in the unlikely event that any of these significant material changes occurs.

4.2 The College is committed to communicating any changes to you as early as possible, setting out clear information and options. We will take all reasonable steps to minimise disruption and to enable you to complete your studies as intended.

4.2.1 However, where this is ultimately not possible you may, for example:

- be offered the opportunity to move to another programme;
- be offered a modified version of the same programme;
- be provided with assistance to switch to a different provider;
- be offered a financial refund and/or compensation (for cases where it is not possible to preserve the continuation of study or where study is disrupted) in accordance with our

Higher Education Fees, Refund and Compensation Policy. In the event of any conflict between this Plan and our Higher Education Fees, Refund and Compensation Policy then this Student Protection Plan will apply.

4.3 The following sections detail the scenarios that would lead to significant material change, the risk level associated with the scenario, and the steps the College will take to ensure that your interests are protected.

#### **4.4 Temporary disruption to College activity:**

4.4.1 The risk of disruption to College activity is considered to be low. Where there may be temporary disruptions due to factors such as adverse weather conditions the College will implement its Business Continuity Plan to ensure that disruption to teaching and learning is minimised.

4.4.2 However, where there is disruption to programme delivery, we will normally consider whether it is practicable to make changes to delivery, rather than closing or suspending the affected programme. The actions we will take to minimise disruption may include:

- temporary short-term suspension of programme delivery (e.g. where there is a change in the programme delivery location or staffing, with appropriate actions to mitigate the impact on you);
- changes to the delivery location or method, which may include distance learning and subject to approval by the Validating Partner if required;
- changes to the staffing of a programme, including the recruitment of alternative staff, where appropriate;
- offering you the opportunity to transfer to an alternative programme where this is possible;
- providing reasonable support to you to access a programme run by another provider, including making arrangements for the transfer of your credits and information about your academic progress.

#### **4.5 The College Ceases Operating (Institutional Failure):**

4.5.1 The risk that City College Plymouth as a whole becomes unable to operate is considered to be low because of the breadth and diversity of provision delivered by the College, with our finance performance being considered to be satisfactory, as monitored by the Education and Skills Funding Agency (ESFA) on a monthly basis.

4.5.2 Institutional failure would be monitored in accordance with all regulatory body requirements and any likelihood of this identified and carefully managed through the College's risk management procedures.

4.5.3 Where we have no option other than to cease operating, we would consider measures to protect your student experience, such as:

- where possible, closing in a gradual way, over a period that would allow you to complete your studies at the College;
- where the above is not possible, in supporting you to transfer to an appropriate programme at another provider and, where appropriate, by compensating you where, because of disruption to your studies, you suffer demonstrable, material financial loss;
- merging with another institution to maintain all or part of the College's current provision.

#### **4.6 Key academic staff involved in delivering a programme are unavailable:**

4.6.1 The risk of a key member of academic staff being unavailable to deliver a module has been rated as moderate. This is due to the unforeseen circumstances outside of the College's control which may impact on delivery. This may happen as a result of long term sickness, retirement, death or leaving the College. The College closely monitors staffing arrangements through the curriculum planning and quality assurance processes.

4.6.2 However, should a member of academic staff be suddenly unavailable we will:

- seek to fill gaps as quickly as possible, by assigning responsibility to other current members of staff with appropriate skills and experience or recruiting externally through our established processes, to avoid disruption;
- review the model of delivery to determine whether changes in the order of delivery can be used to support in addressing any immediate staffing gaps
- where the College cannot avoid closing a module or programme, the policy as outlined in 4.8 or 4.9 below will apply.

#### **4.7 Industrial action affecting your studies:**

4.7.1 The risk of industrial action affecting your studies is deemed as low because we have established frameworks for consultation and negotiation with the recognised trade unions. We are highly committed to maintaining effective employee relations and working with trade union colleagues to achieve reasonable solutions to matters that may arise from time to time.

4.7.2 Where industrial action does occur, we will seek to:

- ensure that normal operations and services are maintained as far as possible;
- take all reasonable steps to fulfil our responsibilities to you in ensuring that any disruption is minimised and that you are not, as far as is possible to determine, disadvantaged by the action.

#### **4.8 The need to make major in-year changes to the content of your programme:**

4.8.1 The risk of any major in-year changes being implemented which impact on the content of your programme is considered as low. The College has established quality assurance processes which require student consultation on any changes and that any changes are submitted at least 18 months prior to implementation. We will use all reasonable endeavours to deliver your programme in accordance with its description in our HE Guide and on our College website for the academic year in which you began your programme.

4.8.2 However, in the event of major in-year changes to programme content we will ensure that:

- we restrict changes to the minimum necessary to achieve the required quality of experience, and you are notified and consulted with as appropriate;
- we work with you to ensure the offer is still acceptable;
- where necessary, you have the opportunity to withdraw from the programme;
- where required, you are offered reasonable support to transfer to another programme at the College, or to another provider.

In some cases this will be undertaken in consultation and through agreement with the Partner Awarding institution.

#### **4.9 Ceasing to deliver a programme or changing its delivery mode:**

4.9.1 The College considers the risk that it may cease delivering a programme prior to enrolment to be moderate due to the external factors which may impact on our ability to deliver a programme, primarily low demand for a programme and insufficient numbers for a programme to be viable. However, the risk that a programme may close post enrolment during your period of study is considered low as the College has established and appropriate curriculum planning in place.

4.9.2 We also have established and tested procedures in place in the event of the suspension / closure or change of delivery mode of a programme of study. Where there is a material impact on you, we will mitigate the effect by communicating with you to provide assurance that you will not be adversely affected by the decision and that you will be able to complete your studies.

- Wherever possible we will enable you to complete your programme of study (what we call 'teaching out'). In doing this we will carefully manage our approach to staffing and other resources to ensure your studies are affected as little as possible.
- Where it is not possible to teach out, we will consider whether there are options for you to change programmes at the College or to transfer to complete your programme at another institution

4.9.3 We will undertake equality impact assessments to assess the effect on students with different needs, characteristics and circumstances.

4.9.4 If you have applied for a College programme, but have not yet enrolled, you will be notified (in accordance with UCAS deadlines where appropriate) in time for you to source an alternative suitable programme, where relevant, at the College. We will provide you with support and advice in these circumstances, and will provide advice and guidance in situations where an alternative course with a different provider is the preferred option.

#### **4.10 If our Tier 4 Sponsor Licence is suspended or revoked:**

4.10.2 A Tier 4 Sponsor Licence permits us to enrol students from outside the European Economic Area. The risk of our Tier 4 Sponsor License being suspended is low due to our long track record in effectively and appropriately managing our processes and procedures with respect to the recruitment, enrolment and assessment of our International Student Cohort. The College ensures it remains compliant with UKVI requirements for holding a Tier 4 licence and received a positive result in its Basic Compliance Audit.

4.10.2 If our Tier 4 Sponsor status is suspended, we will take all reasonable steps to minimise disruption to you by, for example:

- working with UKVI to allow you to complete your year of study or programme;
- allowing you to enrol and commence your studies, if you are already in receipt of a visa based upon an allocated CAS from the College;
- offering you the opportunity to postpone your application pending the resolution of the suspension (if you have not already commenced your travel to the College).

4.10.3 If our Tier 4 Sponsor status is revoked, we will take all reasonable steps to minimise disruption to you by, for example, assisting you to switch to an alternative sponsor.

#### **4.11 If part or all of the campus (or other College study location) closes:**

4.11.1 This risk has been assessed as low. The College has created a business continuity plan to offset the risks involved with closure of all or part the campus.

4.11.2 Where we have to close part or all of the campus (or other College study location), or if it becomes unusable for student activity, we will typically consider remedies such as:

- relocating provision to an alternative suitable location. This may include hiring spaces for programme delivery (where possible) and/or installing temporary buildings on the College's campus or other locations;
- revising the timetable to allow all of the scheduled teaching to take part in the available facilities. This may include student contact sessions delivered outside of normal office hours. Where we take this approach, we will consult with you and undertake equality impact assessments to assess the effect on students with different needs, characteristics and circumstances.
- delivering programmes or parts of programmes via different delivery modes, such as Distance Learning. Where such an approach is taken, we will consider carefully whether this is appropriate for the enrolled students who would be affected, and subject to approval by the Validating Partner. .

#### **4.12 Other Mitigating Factors**

4.12.1 City College Plymouth are part of the 'Devon College Group', a group of four Colleges based in Devon whom all provide Higher Education Programmes in partnership with the University of Plymouth. In an event where it may be necessary to move to an alternative provider as above, we will work within the Devon College Group to provide opportunities for transfer to an appropriate programme.

4.12.2 Where the College works in collaboration with a partner institution to deliver University programmes, the responsibilities are covered by a legally binding Academic Cooperation Agreement. This agreement reflects what needs to happen to preserve the experience of current students and those in receipt of an offer if the partnership is terminated or the partner ceases to operate in whole or in part for any reason.

### **5.0 HE Fees, Refunds and Compensation Policy**

5.1 In the event that under any of the above scenarios you are unable reasonably to continue your studies, then you may be entitled to a refund of whole or part of your fees, and/ or payment of compensation. The refund of fees and payment of compensation will only be considered when other mitigating measures such as those identified in this document are unavailable or inappropriate.

5.2 In any case where a whole or partial refund of fees is required these will be returned to the source from which they came, for example the Student Loans Company, yourself or your employer.

5.3 The College's Fee Policy (2018-19) is currently available via the College's website, and as part of the HE Student Handbook. The College is currently developing a new 'HE Fees, Refunds and

Compensation Policy' to provide further transparency and accessibility for our Higher Education Students.

5.4 This policy will be made available through the College's website from September 2018 and will form part of the pre-contract information for all students offered a place on a programme of study throughout the 2018-19 admissions cycle.

5.5 The College has made provision for the payment of tuition fee refunds and compensation to HE Students through setting aside sufficient cash reserves.

5.6 The College does not accept any liability for any consequential or other economic loss (including loss of profits, loss of goodwill or loss of opportunity) resulting from any of the matters covered by this Plan. Only foreseeable loss will be covered by the College.