



**South Devon College**

**Higher Education**

# **Student Protection Plan (HESEP6)**

**2020/21**



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| Version: 3   | Author: A Wilson                           |

## REVISION HISTORY

| Ver | Date                      | Author   | Description           |
|-----|---------------------------|----------|-----------------------|
| 1.0 | May 18                    | A Wilson | Conception            |
| 2.0 | 14 <sup>th</sup> May 2019 | A Wilson | No Changes            |
| 3.0 | June 20                   | A Wilson | Update ESFA reference |

## APPROVAL

| Ver | Committee         | Date Approved | Comments |
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| 1.0 | HE Strategy Board | May 2018      | Approved |
| 2.0 | HE Strategy Board | May 2019      | Approved |
| 3.0 | HE Strategy Board | June 20       | Approved |

## **Student Protection Plan 2012/21**

### **South Devon College - 10005977**

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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;

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. There are processes to escalate risks through the College's governance structures to ensure that interventions to mitigate them takes place. The College assesses the risk of the occurrence of the material changes listed above to be low because of a mix of its financial stability and business planning

South Devon 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. This Student Protection Plan will be considered annually by College Academic Board (which includes student representation). The Student Protection Plan will be made available to all students and prospective students via the College website. The College's University Centre Faculty Office will be responsible for ensuring staff are aware of and implement the Student Protection Plan.

The Student Contract 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. The Student Contract also *has* a link to our [Tuition Fee Policy](#), which provides details of Tuition Fees and periods of liability.'

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. 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 Refund and Compensation Policy (see below). In the event of any conflict between this Plan and our Refund and Compensation Policy then this Plan will apply.

South Devon College is part of the 'Devon College Group', a group of four College's based in Devon whom all provide Higher Education Programmes with the University of Plymouth. In an event where it may be necessary to move to an alternative provider in the first instance, we will work within the Devon College Group to provide opportunities were possible.

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

The College delivers different types of programmes, in some cases in partnership with institutions. These include 'validated' programmes, which are designed and delivered by the South Devon College and are approved as University of Plymouth award. In addition, University of Plymouth awards maybe 'contracted out' or 'franchise programmes' - designed by the University and delivered to 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 Higher Education Faculty office can support you with understanding your status and the nature of relationship if the programme is awarded by another organisation

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.

### **Reviewing the Plan**

We will review this Plan at least annually and update and amend as required. We also 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.

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.

The following section details the likely steps that would be taken in the unlikely event that any of these significant material changes occurs.

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

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

### **Significant Material Change:**

#### **1. If there is disruption to College activity:**

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.

The College's Incident Management and Business Resumption Plan' covers other mitigating actions affecting business continuity, such as acts of terrorism, damage to buildings or equipment.

We consider the risk of programme disruption to be low. Since 2013 the college has only been unavailable for 5 days in total due to disruption outside of the colleges control (weather related). The college has an effective Virtual Learning Environment and seeks to use technology based solutions where possible to ensure continued delivery of programmes.

#### **2. If key academic staff involved in delivering a programme are unavailable:**

This may happen as a result of long term sickness, retirement, death or leaving the College. Where possible 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, to avoid disruption;
- where the College cannot avoid closing a module or programme, the policy as outlined in 4 or 5 below will apply.

We consider this risk to be moderate. Whilst retirement and resignation from the college is planned in advance, long term sickness and death are not planned. Staff sickness rates have maintained level for 3 years. The college mitigates the impact of unavailability of staffing by limiting the number of modules an individual member of staff delivers, and ensuring that all modules can be delivered by at least one of member of staff.

#### **3. If industrial action affects your studies:**

We have established frameworks for consultation and negotiation with the recognised trade unions. We are highly committed to maintaining an effective employee relations culture and working with trade union colleagues to achieve reasonable solutions to matters that may arise from time to time. 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 its 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.

We consider this risk to be low, there has been no industrial action that has affected programme deliver for over 5 years, and there is a strong and effective relationship between the recognised Unions and the College

#### **4. If we need to make major in-year changes in to the content of your programme:**

We will use all reasonable endeavours to deliver your programme in accordance with its description in our prospectus for the academic year in which you began your programme. 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.

We consider this risk to be low. Changes are typically made at least 6 months in advance of programme deliver. No major changes have ever been made within year of a programme.

#### **5. If we cease delivering a programme (or if this were to become likely) or change its delivery mode:**

We 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 then 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

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

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.

We consider this risk to close a programme prior to it commencing to be moderate. As the market for different programmes changes we will at times make the decision that it is neither in the students interest nor the colleges to commence a programme. We consider the risk of closure of the programme during studies to be low and as indicated above will always seek to teach out a programme.

#### **6. If the programme you are enrolled on loses its accreditation:**

If your programme loses its accreditation from a professional, statutory or regulatory body, we will consider measures to protect your student experience, such as:

- offering you the chance to move to another programme;
- delivering a modified version of the same programme;
- providing assistance to you to switch to a different provider who has the relevant accreditation.

We consider the risk of a programme losing an accreditation to be low. Through annually internal quality oversight processes, and ongoing engagement and dialog with accreditation bodies no programme have ever lost accreditation.

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

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).

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.

We consider this risk of losing our Tier 4 licence to be low. The college has maintained a Tier 4 Licence without issue since 2009, reapplying annually as required. We have passed all assessment visits without concern.

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

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 it is appropriate for the enrolled students who would be affected.

The College consider the risk of closure a campus to be low. We own or have long leases (in excess of 10 years) on all facilities that we deliver higher education programmes within. The only exception for this relates to FdSc Yacht Operations, and FdSc Marine Science whereby we are currently leasing facilities which are undergoing redevelopment, therefore we would consider this to be a moderate risk.

#### **9. If the College ceases operating (institutional failure):**

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

- 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.

We consider the risk of institutional failure to be low. The College has effective measures in place to ensure its viability and sustainability.