

Annex D: Template for a student protection plan

Provider's name: Burton and South Derbyshire College

Provider's UKPRN: 10001004

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Student protection plan for the period [2020-21]

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

Burton and South Derbyshire College is a general further education college primarily serving East Staffordshire and South Derbyshire. Situated at the heart of the community, it continues to play an important role in the lives of Burton upon Trent and Swadlincote. We are committed to providing a valuable and supportive learning experience for all, helping everyone achieve their career, learning and business objectives and make a positive contribution to society. This commitment is underpinned by the College's strategic framework, core values and behaviours, which collectively express how BSDC engages, inspires and motivates learners, employers and staff to achieve their maximum potential, through personalised learning. The overarching College vision is to be "Vibrant and Outstanding – a high performing college".

The College's strategic plan is underpinned by a clear set of Critical Success Factors, so that the achievement of the plan can be managed. There are two tiers of CSF's. The first tier of CSF's is:

1. *Cost to serve*
2. *Our People*
3. *Achieving Vibrant & Outstanding*
4. *Responsiveness to Market*

These are then supported by underpinning CSF's, which measure many areas that are also in Quality Improvement Plans, which are monitored through monthly Quality Reviews. The achievement of the CSF's is monitored through the Senior Leadership Teams, College Management Team the Board of Governors. The financial performance of the College and associated CSF's are also managed through the same process, which ultimately reports to the Board. These include, continuation and pass rates, customer satisfaction, attendance & registers, Teaching Learning and Assessment profile, and Progression to further study and employment.

The risk that the provider is unable to operate is very low because our financial performance is 'outstanding', and we have business continuity plans to deal with the following potential situations. Our assessment is that there is no significant risk to our ability to continue to do this in the foreseeable future. In the event of a decision to close a programme we will always protect the learner interest by teaching out that programme. We do not anticipate that we would be in a position where this was not the case. The college has a broad portfolio of courses, with the vast majority having equivalents elsewhere in our region so that we would easily be able to plan for our students to transfer if for some reason we found that we were unable to teach out.

Risk that the Institution will cease to operate is low:

We have considered whether there is any risk that the college would need to terminate its activities at such short notice that it would be unable to teach out programmes. Our assessment is that the risk of the college being unable to operate is low. We have demonstrated a sustainable financial position (current cash reserves of over £9 million in 2020) for several years. Should we experience a financial impact from changes to student numbers or tuition fee levels, we are confident that our standard strategic planning processes will enable us to adapt appropriately, as they have done in the past, and will minimise the impact on our enrolled learners.

We have considered whether there might be a risk to the learner experience from other forms of interruption to our activities - for example, a major incident of terrorism, or a flood or a fire. We are confident that in such an event our learners would be protected by our existing business continuity plans. These plans are tested on an annual basis with the College Operational Team, through 'Disaster simulation' training, including the ability to work remotely and utilising alternative campuses. This is led and managed by Senior Leadership team (SLT) and is overseen by the Audit and Risk Committee and ultimately the Board of Governors.

We have considered whether there is any risk to learners from a change of the location of programmes. This is a possibility, but we can confirm that we currently have no plans for significant change to our current campus structures. Should we decide to move individual areas of provision between campuses, the impact on learners will be carefully considered and affected learners consulted in advance. We therefore consider the risk in this area to be very low.

Risk of discontinuing a specific subject or programme is managed:

The college undertakes a rigorous curriculum planning cycle, and links with the partner university's Academic Planning Group and associated programme approval process. These ensure that we design and develop provision that is cognoscente of the external market including the skills and knowledge requirement of a future work force. We monitor subject and programme performance and changes to the portfolio are planned to minimise disruption to the student body. We have a "teach out" policy and procedures to ensure that when we do discontinue provision academic standards are met and the overall learner experience is protected. The risk that we are no longer able to deliver material components of our courses is low because we design our modules to be taught by integrated teams of academic staff and have detailed resources plans in place to cover the upgrading and maintenance of specialist equipment.

The college has made public the BSDC Learning & Teaching Academic Delivery Principles (under Covid-19), this can be found at: <https://www.bsdc.ac.uk/student-policies>

Partner University franchised provision guidance (Staffordshire University) is also available at: <https://www.staffs.ac.uk/students/course-administration/academic-policies-and-regulations/student-protection-plan>

Risk we cannot provide the programme through no choice of our own is low:

The college has a small number of programmes recognised by professional bodies and full cost provision with companies, and we monitor compliance through robust quality assurance processes. All recent audits confirm that the College has effective controls in place and key risks are effectively managed. The risk therefore is low.

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

The main mitigation of the risk of programmes leading to a higher education qualification becoming unsustainable in terms of learner numbers, is a commitment to ensuring that all existing learners on the programme continue to receive tuition of the same level and quality until they graduate i.e. that the programme is only closed to new entrants, not to existing learners. Approval of a programme closure will only be granted by the college if it is satisfied that the level and quality of tuition will not be significantly affected.

Should the college seek to close a programme prior to all existing learners completing that programme, this will only be approved if all affected learners have agreed to that measure. In this situation, an offer of a place on a similar programme at the partner university (Staffordshire University) will be made, if such a programme exists and will continue to exist. Learners may also be offered the possibility of continuing their studies through distance learning, where this can be implemented without any significant degradation in their learning experience.

The college has made public the BSDC Learning & Teaching Academic Delivery Principles (under Covid-19), this can be found at:

<https://www.bsdc.ac.uk/student-policies>

<https://www.bsdc.ac.uk/student-life/covid-secure>

Partner University franchised provision guidance (Staffordshire University) is also available at:

<https://www.staffs.ac.uk/students/course-administration/academic-policies-and-regulations/student-protection-plan>

<https://www.staffs.ac.uk/coronavirus>

Where suitable internal opportunities cannot be provided, learners may be offered transfers to comparable programmes at other universities, should the individuals so wish. The distinct HE in FE offer means that learners may prefer to transition to a comparable programme at another partner college, subject to normal entry requirements and the capacity of the receiving programme to accept more learners. In this regard, the college will also make full use of its strong strategic relationship with regional AoC colleges, which are similar institutions with similar entry tariffs for programmes. Our institutions have a willingness to assist one another in transferring learners from a programme at Burton to a comparable programme at Derby, Newcastle-under-Lyme, Stafford or Stoke subject to normal entry requirements and the capacity of the receiving programme to accept more learners. Any learners not able or wanting to take up these opportunities, and wishing instead to complete their programme, will be allowed to do so. Details of the procedures underpinning this approach are set out here.

Management of risks at module level:

We have also considered the risk in relation to module level components of programmes. Again, our assessment is that the risk that we are no longer able to deliver material components of our courses is extremely low. This is because we design our core modules to be taught by integrated teams of academic staff. As a result, even if one member of staff were to leave, others would be able to cover the teaching on these core modules. We have several courses which require learners to pass one or more placements before they can be awarded their qualification, especially in the areas of Health and Education. We have considered whether any significant risk arises in relation to the placement requirements. We have a team of staff employed specifically to source these placements (Employment HUB linked to Business Development) and maintain close relationships with key stakeholders. As a result, we are confident in our guarantee that all learners on such courses will be provided with a placement – we make no such guarantee for those who wish to undertake an optional placement, or who need to repeat a placement due to unsuccessful completion of a previous one.

These measures are set out in the Closure, Suspension and Changes to Programmes Policy and Fees, Charges and Financial Support Policy. For example:

'If we are unable to deliver courses at BSDC, a request to suspend or remove a programme should be made by the Dean and then submitted to SLT (Senior Leadership Team), on the approved proforma and shall be accompanied by the following information; (For Partner University please use, Request to Close or Suspend Recruitment to a Course) These policies have been developed in line with the Quality Code for Higher Education and CMA guidance. <https://www.bsdc.ac.uk/student-policies>

- Market rationale
- Strategic and financial implications
- Impact, if any, on arrangements with partner institutions and/or PSRBs
- Impact on current and prospective learners and sponsored learners
- Impact on existing or proposed programmes
- Impact on relationships with sponsors and employers
- The expected impact on staff and resources

On receipt of a request to close or suspend a programme, SLT may agree one of the following:

- Decline the request
- Approve the request without condition(s)
- Approve the request with condition(s)

In normal circumstances, material changes to programmes should not be made after enrolment, but where this is unavoidable, learners and their representatives shall be consulted at the earliest opportunity on the changes and, where practicable, their views shall be considered.

Current learners should normally be allowed to complete the programme of study for which they are registered unless each gives their explicit written consent to the contrary. Such consent must not be sought until a closure or suspension recommendation has been agreed.

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. However, if a learner feels the course as delivered varies significantly from what they expected, they may be able to seek recourse under consumer or contract law.

It should be noted that we will make arrangements to 'teach out' current learners' where we have voluntarily decided to leave the market or close a programme. This means that we commit to ensuring the course of study can be completed by all currently enrolled learners, even though the course is being discontinued and we will not be taking on new learner cohorts.

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 if you are no longer able to preserve continuation of study

Refund and compensation payments will only be made in the highly unlikely event that the College is forced to close a programme, or a major component of it, prior to all existing learners completing the programme and receiving their qualification; and that this is due to circumstances the College is unable to remediate and is therefore done without giving learners the option of completing their programme of study.

In cases where the College has not been able to make suitable transfer arrangements for learners (as described in Section 2 above), refund and compensation payments will be considered. The necessity for and extent of the refund and compensation being offered will be determined with reference to any demonstrable loss experienced by the affected learner and attributable to the closure. Such payments may comprise some or all elements of the following:

- refunds of the tuition fees (whether to the Student Loans Company, the learner's sponsor, or the learner themselves) previously paid to the University for tuition that will no longer lead to the award of a qualification
- payment of reasonable travel costs to learners where a change of location in study is requiring additional travel on the part of learners
- continued payment of any bursaries to which the College is committed
- payment of any maintenance costs associated with past attendance at the College that are over and above what the learner could in any case have been expected to incur had they not been in attendance
- individually calculated payments (considering the opportunity costs involved) in recognition of time previously spent on tuition that will no longer lead to the award of a qualification.

Where programme closure has been forced on the College, but suitable transfer arrangements have been made for learners, compensation payments will consist of any tuition and maintenance costs at a new provider that are over and above what would have been paid by the learner to continue their studies at the College, plus any reasonable costs arising from transferring place of residence.

Any learner or group of learners dissatisfied with the level of refund or compensation payments being provided to them can make use of the College's Higher Education Complaints Policy as set out here. <https://www.bsdc.ac.uk/student-policies>

The favourable financial position of the College described in Section 1 above, provide assurance that any compensation becoming due will be paid. The College cash reserves would be sufficient to provide refunds and compensation for those students for whom we have identified an increased risk of non-continuation of study.

In the situation that the College is wishing to close a programme before all learners have graduated, but is still able to give learners the option of completing the programme, the College may decide to provide incentive payments to learners to agree to early closure, and these payments may reflect some of the above elements to some extent. In this case, though, learners would still be entitled to complete their programme rather than accepting the payment.

The Policy and procedures for Closure, Suspension and Changes to programmes, outlines the details below:

<https://www.bsdc.ac.uk/student-policies>

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

We will communicate the provisions in our student protection plan to future learners by: publishing our Higher Education Learner Fees Policy on the College website <https://www.bsdc.ac.uk> ; via signposting to the policy on the website in written and verbal communication at the offer and enrolment stages; during the Induction process. Current learners will be signposted to the Student Protection Plan on the Learner Fees policy on the website via links in course handbooks and induction activities. <https://www.bsdc.ac.uk/student-policies>

Staff will be made aware of the implications of our student protection plan at annual Staff Development Events and via Curriculum Planning processes.

Our Student Protection Plan will be reviewed annually via CMT (College Management Team). We will involve learners in reviews of the Student Protection Plan via Learner Voice, and Student Council.

Should we need to enact any element of the plan learners will be notified within 1 week of the decision being formally approved and made aware of their rights as stipulated in the plan and CMA guidance.

We will work with learners to discuss their options to change programmes, select alternative content or transfer out of the University.

We will ensure that students have access to independent advice through the College Learner Services, Student Council, and are signposted to external sources of advice should you require this support.

Learner engagement is critical to the ongoing development plan and we will continue to work with the Student Council and Learner Representatives in the implementation via Staff Student Liaison Committees.

In the event of a programme closure, suspension or material changes to programme content, all communications with applicants will be undertaken via Admissions team, by email and letter. All reasonable support will be provided as part of an individual and collective consultation process.

If a learner reasonably believes that a material change to their programme adversely affects them, they may cancel their contract with the College/University. In such circumstances the College/University will offer suitable information, advice and guidance to a learner and, where possible, facilitate their transfer to another institution which offers an appropriate programme for which they are qualified.

Where the College needs to implement its business continuity measures in response to large-scale events, learners will be informed by way of the College's digital channels, by formal letter and, where possible, through public meetings designed to assist affected learners with understanding the nature and implications of said event and the College's response to it. The College will ensure that affected learners are either signposted to, or provided with, independent advice as appropriate to the given situation.

A web page setting out relevant information and policies referred to in this document can be found at:

<https://www.bsdc.ac.uk/student-policies>