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## Student Protection Plan 2021/22

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Provider's UKPRN: 10001467

City of Bristol College is committed to ensuring that you achieve the best academic outcome for 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. Whilst changes are rare, the recent Covid-19 public health situation has illustrated how changes can occur without much advance warning and we have reviewed our Student Protection Plan in light of these events. This Student Protection Plan sets out possible changes which may occur and how we will manage them.

The College Charter details the relationship between you and the college. It outlines expectations that the college places upon its students, as well as expectations students should have of the college to deliver high quality student learning and experience. The Student Protection Plan outlines how the college manages risks to provision and what it will do to mitigate these risks. In the event of any conflict between this Plan and the Student Charter then the Student Charter shall take priority.

City of Bristol College does not have degree awarding powers and therefore programmes are awarded by our partner institutions;

- University of the West of England, Bristol
- University of Plymouth
- Bath Spa University
- Pearson

Where students are studying on a franchised programme, you will be covered by the university's student protection plan. Please refer to the attached Appendix showing which programmes are franchised.

### What does this plan cover?

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 will take where significant changes had to take place affecting the quality and/or continuation of your study, such as (but not limited to):

- a decision to close the College or site for delivery of College's programmes had been taken;
- disruption of College's 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;
- changes to regulatory framework affecting a specific programme and/or loss of accreditation from regulatory bodies.

### Which students does this plan apply to?

This plan covers City of Bristol College Higher Education Students. If you are studying with us through a partner institution because of the nature of our agreement with the university this plan will apply.

## What happens if the College needs to make a change to or close your programme or the college?

We are committed to letting you know about any proposed changes as early as possible, setting out clear information about what we plan to do and what your options are. We monitor our recruitment to programmes carefully. We will take all reasonable steps to enable you to complete your studies with minimum disruption as intended. If this is not possible we may offer you:

- the opportunity to move to another programme;
- a modified version of the same programme;
- assistance to switch to a different provider;
- a move to a different campus;
- where all reasonable steps have been taken to secure continuity of your studies, as a last resort, a financial refund and/or compensation (for cases where it is not possible to preserve the continuation of study or where study is disrupted) will be agreed in accordance with our Fees Policy.

Where you are required to transfer programme, or move to another site, there may be implications for your student finance arrangements and/ or you may need support from the College to access the new arrangement. If you are affected, the college's Student Services team will contact you and provide detailed information, advice and guidance based on this Plan, the College Charter, and our Fees Policy.

## Working with you

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 [Fees Policy](#)

The University Centre at City of Bristol College has systems in place to ensure Higher Education success. The likelihood of the risks outlined below of occurring are considered to be low. However, we have considered a wide range of potential scenarios and set out what we will do in each eventuality to ensure you understand our commitment to the successful completion of your studies. Higher education risks are regularly reviewed by the Strategic Leadership Team and the College's governing body and strategies are in place to mitigate these. However, in the event that there is disruption to programme delivery we will, rather than closing the programme, take all reasonable steps to minimise disruption. These may include any one of the following, depending on what is appropriate for the circumstances:

- 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;
- delivering a modified version of the same course;
- changes to the staffing of a programme, including the recruitment of alternative staff;
- offering you the opportunity to transfer to an alternative programme;
- 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;
- provision to 'teach out' a course for existing students;

- in line with our Fees Policy, full or partial refunds will be considered in special cases where the College is unable to support you with continuation of your studies.

The college's Business Continuity Policy covers disruption to business in the event of a major incident. This includes losing all or part of a site for an indefinite period, for example, as a result of fire, contamination or a serious offence. The Student Protection Plan is in place to address circumstances which may arise and result in the College making changes which may affect current students. Minor changes will not trigger this plan, but material changes will. Material changes which may occur are outlined below and the ways we will manage them described.

### **Possible risks to your study and how we would manage these:**

#### **Risk of notice from our partner institutions**

The risk of our academic partnerships being terminated is low. We hold regular meetings with all university partners at operational and strategic levels which ensure programmes are evaluated on a regular basis and that the partnership relationship is maintained. Issues that may impact on a positive student experience will be identified and resolved collaboratively through this process of regular and ongoing review.

City of Bristol College renewed its Academic Agreement with UWE Bristol in March 2020 for a period of 5 years. Similarly, with Bath Spa University and University of Plymouth agreements are in place for a period of 5 years. This demonstrates the commitment our partner institutions have to our higher education provision.

Should our partnership agreement with any of our university partners be terminated, it will be done in a timely way to allow for the running out of courses. Our Academic Agreements commit to ensuring that all registered students are able to complete their course after any notice is issued. Another option would be for a student to complete their current year of study and transfer their studies to another institution. The college will support a student with the transfer process and provide evidence of achievement and work completed to comply with record of prior learning.

#### **If the college ceases operating (institutional failure):**

Institutional failure is monitored in accordance with all higher education regulatory body requirements and any likelihood of this identified and carefully managed through the college's risk management procedures. The risk that City of Bristol College as a whole organisation would be unable to continue operating is low. However, the college has put in place measures to ensure you will not be adversely affected by any situation that may arise.

The procedure for closing a college is set out in statute and the priority of the Secretary of State is to ensure the continued availability of the provision the college was providing and to safeguard your learning. Where we have no option other than to cease operating, we will 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;
- merging with another institution to maintain all or part of the college's current provision;
- where the above is not possible, by supporting you to transfer to an appropriate programme at another provider;

- where appropriate, by compensating you for disruption to your studies where you have suffered demonstrable material financial loss.

### **The programme you are enrolled on loses its accreditation**

The risk that our partner universities or awarding organisation may withdraw from our programmes is low given that our programmes are subject to quality assurance review. Systems are in place to identify any quality issues and actions put in place to safeguard your academic experience.

The risk of our partners not being able to award degrees is low. UWE Bristol, University of Plymouth and Bath Spa University have significant experience in delivering high quality programmes. UWE Bristol, Bath Spa University and University of Plymouth all hold Teaching Excellence Framework (TEF) awards.

If our programmes are de-designated for 'Student Support' purposes (so you were unable to access statutory student finance), we will take all reasonable steps to minimise disruption to you by, for example:

- working with relevant funding bodies to allow you to complete your year of study/programme;
- where the above is not possible, supporting you to transfer to an appropriate programme at another provider including making arrangements for the transfer of credits and information about academic progress and, where appropriate, financially
- compensating you where you suffer demonstrable, material financial loss because of disruption to your studies;
- assisting you by providing evidence/letters/statements in support of continuation of your studies.

### **Changes to our minimum apprenticeship standards**

The college delivers degree level apprenticeships and where changes to minimum apprenticeship standards occur, it could result in the college's ability to deliver some or all apprenticeships should we lose direct claims for example. Our assessment of this happening is low because we have safeguards in place where we review all apprenticeship engagement weekly by working closely with Assessors and Heads of Department i.e. tracking attendance/ progression etc. Further, we regularly communicate with employers, providing updates on their apprentices, which further supports apprenticeship engagement.

Our contingency will be to support you to find a suitable provider and work with that provider/ institution to support in a smooth transition of funding and achieved modules being accredited. A break in learning may be appropriate to as not to disadvantage you or your employer.

### **Changes in our strategic aims, reduction in demand or course closure**

At times, due to changes in strategic aims or reduction in recruitment the college may have to close courses, discontinue particular modules of a programme or there may be times, although unlikely, that the college could have to close departments. These decisions would be based on the impact on positive student experience where low student numbers would mean a reduced experience and similarly whether it was financially viable to run a programme with low student numbers. In the event of any of these circumstances arising, the college has specific plans in place. Where possible we will enable you to continue through to completion of your current award. Where it is not possible to continue or where you wish to transfer to another institution, we will support you to either change programmes at the college or move to another provider. There is a low risk that we may need to adapt the course structure or timetable and we would do this in consultation with you and your student cohort, in order to help us ensure we can teach and assess through to completion of your current award.

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

Where events result in term-time programme disruption, the college will normally consider whether it is possible to make changes to programme delivery, rather than closing or suspending an affected programme. However, the College may have to make changes due to:

- updates to the course content to keep it current;
- loss of key staff;
- insufficient enrolment, significant reduction in attendance or circumstances beyond our control resulting in course or department closure;
- strategic decision to close a centre, discontinue a course or to move the course to better facilities;
- restrictions or changes put in place by an external body.

Where a student is required to transfer course, or move to another institution there are likely to be implications for student finance arrangements. The College's Student Services team will be notified of students affected in the event of any the above steps being taken. Student Services will contact affected students and provide detailed information, advice and guidance based on their individual circumstances.

### **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.

City of Bristol College Fees Policy includes details on the provision of refunds. This policy states that the College will refund all fees where the College cancels a course.

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. We will consult with stakeholders who may be affected to ensure appropriate equality impact assessments will also be undertaken.

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 or one of our partners. We will provide you with support and advice in these circumstances.

### **Key academic staff involved in delivering a programme becoming unavailable**

The notice period in teaching contracts is 3 months in order to mitigate against gaps in staffing due to resignation. However, sometimes teaching staff are unable to meet the 3 month period because 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 plan as outlined will apply;
- in the extreme circumstance that the College cannot avoid closing a programme we would ensure students were not disadvantaged through working with our partners to provide alternative provision.

The structure of the College contributes to the security of the provision by established links between our Further Education and Higher Education provision. For example, sharing of facilities and resources (especially in terms of staff) provides increased flexibility and security for the continuation of the provision. In the event staff were not able to provide the quality of teaching we require we would contact teaching agencies who we have established relationships with and employ new staff through them. If these options did not provide the quality of teaching we require for our students success we would work with our partners as outlined above.

### **Loss of use of specialist facilities or employer support**

City of Bristol College has extensive course and facilities for Engineering where specialised programmes are delivered. Our Advanced Engineering Centre is a state of the art facility, with additional specialist equipment. The College has given consideration and planned contingencies if there was a problem with this site and you were unable to access the specialist equipment required for your course. Strong links with global engineering organisations located in the area give further reassurance of student protection; if we were no longer able to deliver these courses in the centre we will approach these employers for space and facilities on their premises.

If there were to be disruption to our higher education programmes due to our current employers being unable to offer opportunities for work related learning the College will seek to replace these with new employers or work with our partners to ensure you were not disadvantaged.

### **If industrial action affects your studies**

We have established frameworks for consultation and negotiation with the recognised trade unions. We are 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 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.

### **If part or all of a site closes:**

In the event of the College having to close or significantly reduce provision on one of our sites we have measures in place to mitigate disruptions for students. As the City of Bristol College is a multi-site College made up of four main centres that are geographically spread around Bristol if one site is adversely affected and unable to be used we would move our delivery to another of our sites.

Where we have to close part or all of a site, or if it becomes unusable for student activity, we will typically consider remedies such as:

- relocating provision to an alternative site;

- 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.

In the event that under any of the above scenarios, or where you are a student studying directly at the College and for any other reason caused by our omission or default, you are unable reasonably to continue your studies then our Fees Policy will apply. If any of the circumstances outlined in this plan happen the college has the resources to cover the cost of compensation to students.

### **How we communicate this plan**

We publicise our Student Protection Plan to current and future students by including it as part of the essential information provided to you at enrolment and during your induction period to the College. It is also published on our website and the College via the Virtual Learning Environment (Moodle).

We publicise our Complaints Policy and Fees Policy on our college website.

### **How we implement this plan**

In the event our Student Protection plan needs to be implemented, we will:

- Communicate to students in writing giving 30 days notice of where we need to make material change to your programme.
- Notify our university partner in writing.
- Hold course team meetings with Student Representatives and all affected students. Minutes will be taken and circulated after the meeting. Should a further meeting be necessary, this will be arranged.
- Provide advice and guidance to students in relation to financial matters and careers advice either collectively or individually.
- Communicate with employers especially where material changes may impact on a student's job role.
- Consult with other institutions to provide advice on alternative course and how you might be able to transfer with credit.

We recognise that our students are a mixture of part time and full time and some are only in college for a short time each week and it is therefore vital that we communicate any issues with material changes as quickly as possible. Similarly, students sponsored by employers will require information in a timely way.

### **How we review this plan**

We review our Student Protection Plan during the academic year by ensuring it is included within the existing annual reviews of documents related to students. This process involves the College's Student Union representatives and course representatives. There is also an extensive programme of focus groups carried out with a range of groups throughout the year. We ensure the wider student population can become involved with the review process by publicising and promoting these throughout the year. The Student Protection Plan will be reviewed by the HE Board. Staff are made aware of the

implications of our Student Protection Plan when they propose course changes by a policy impact assessment as part of the process of curriculum planning and programme validation. The Higher Education Senior Registrar is responsible for ensuring staff are aware of and implement the Plan.

The College review this Plan annually with final approval via the College's Curriculum and Quality Committee.

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.

## Complaints

If you wish to make a complaint about your experience under this plan you should do so by following the College's complaints policy.

**Review frequency:** Annually

**Lead Officer:** Head of Quality

**Responsible:** Assistant Principal, Further & Higher Education

**Last revised:** August 2021



## Appendix 1

### List of programmes offered by CoBC and covered by the College's Student Protection Plan

FdA Business  
FdA Creative Arts Therapy Studies  
FdA Film and Media Production  
FdA Professional Photography  
FdA Graphic Design with Digital Arts  
FdA Counselling  
BA (Hons) Counselling (top up)  
BA (Hons) Health & Social Care Management (top up)  
FdA Early Years  
FdA Educational Support  
HNC in Construction and The Built Environment (Civil Engineering)  
HNC in Construction and The Built Environment (Construction)  
HNC Electrical and Electronic Engineering  
HNC Mechanical Engineering  
HNC Computing  
HND Computing  
HNC/D Digital Development (Game, App and Web)

### List of programmes offered by CoBC and covered by the University Partner's Student Protection Plan

BA (Hons) Childhood Studies (top up) - Bath Spa University  
Health Professions Foundation Year – UWE Bristol  
BEng (Hons) Mechanical Engineering – UWE Bristol  
FdSc Health and Social Care Practice – UWE Bristol