

## Student Protection Plan (academic year 2021-22 onwards)

Legal address: The Sheffield College, Granville Road, Sheffield, S2 2RL

Contact point: Vice Principal, Higher Technical Skills and Academic Studies

### Summary of the Student Protection Plan

The Sheffield College is registered with the Office for Students as a higher education provider and all higher education providers must have an approved Student Protection Plan (SPP or Plan). The student protection plan sets out what students can expect to happen should a course, campus, or institution close. The purpose of a plan is to ensure that students can continue and complete their studies or can be compensated if this is not possible.

### Summary of significant changes since the last version

(Subject to approval by the Office for Students) version 2.1 (May 2021) includes:

- Summary of the plan to help you understand what it is and why you should read it.
- Scope statement, to make it clear which courses are covered by the Plan.
- A list of related documents to which the Plan refers.

### Plans superseded by this document

2019-20 Plan (version 1) approved by Office for Students,  
2019-20 Plan (version 1.2) updated for typographical corrections,  
This updated plan (version 2.1) is subject to approval by the Office for Students.

## Scope

### What this document covers

This SPP applies to all students [who are self-funded, receive a student loan or otherwise] studying on a long course at level 4 or above.

### What this document does not cover

This SPP does not apply where your personal circumstances affect your ability to continue studying. The Sheffield College provides student support and guidance to assist students who have difficulty continuing study because of personal circumstances. These can be found at <https://www.sheffcol.ac.uk/university-level>.

### Related documentation

The Sheffield College Student Charter  
University level Terms and Conditions  
University level Tuition Fees policy including refunds  
Positive Engagement and Disciplinary Procedure  
Safeguarding Policy

## Student Protection Plan

### 1. Introduction

This plan identifies key risks to the operation of The Sheffield College ("the College"), provides an assessment of the likelihood that those risks will crystallise, and sets out the procedures that the College will take should the need arise. The actions are in addition to the protections you have under consumer protection law and do not affect your consumer rights.

The College will respond supportively to any student who makes a reasonable and timely request for a change in pattern of their studies which is outside of the scope of the College's proposed actions under the Plan; for example, a student may request to intermit their studies or to transfer to another course. In some cases, a student may wish to transfer to an equivalent course at a partner university of the College, arguing that it may cause less disruption to their learning experience than the proposed action; in such circumstances, the College would work with the appropriate validation partner(s) to facilitate this request.

The College will respond sympathetically to any reasonable request for adjustments arising from pre-existing formally-assessed disabilities, or arrangements made in response to formally-assessed learning needs that are prompted by the College's proposals, or implementation of the Plan.

Should the College determine that action under this Plan is necessary, it will conduct robust equality analysis to inform any future decision-making.

For specific guidance on how this SPP may relate to your personal circumstances, you may contact the following:

- Your tutor mentor,
- Vice Principal Higher Technical Skills and Academic Studies.

### 2. Purpose

The purpose of this SPP is to provide assurance to you and our regulator, the Office for Students, that we have appropriate arrangements in place to ensure the continuation of study for all our students. The SPP has been approved by the Office for Students and it addresses the College's specific circumstances and risks. We will take all reasonable steps to implement the provisions of the SPP if the risks set out in the plan materialise, and we will inform the Office for Students of our actions in accordance their regulatory framework. The measures contained in this SPP are in addition to the protections you have under consumer protection law, and do not affect your consumer rights.

### 3. Notification

If you are affected by any of the risks below and it is necessary to implement this Plan, the College will communicate with you in a timely, open and honest manner, and will provide you with a copy of the plan specifically for your course. In the initial communication with affected students, the College will provide details of the issue, the proposed response and the timescale for implementation. It will provide a statement concerning the discussion with the Sheffield College Students' Union and the College's response to Students' Union feedback. As further information becomes available, the College will contact you in a timely way, and direct you to appropriate College services, including those services that deal with financial hardship payments, careers and guidance services and student support services as well relevant external services.

In all cases, the College will seek to arrange a meeting with you at a location, time and date that is suitable for you and other students to attend. To minimise inconvenience, wherever

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possible, the College will schedule all student meetings to take place at a time, location and date where students would normally be expecting to attend their course.

#### 4. Measures we take in specific situations

The following section identifies some scenarios and measures we will take to protect your continuation of study.

##### a. Risk to the continued operation of The Sheffield College in the next three years

The risk that the College will be unable to operate in the medium term is **very low**, as it receives income from a variety of sources (mainly Further Education) and is not reliant on a single income stream. At time of writing, the College's financial performance is assessed as Outstanding by the Education and Skills Funding Agency (May 2021).

The College maintains public indemnity insurance to cover a range of risks typical for a further and higher education institution. The College also has business continuity insurance, the purpose of which is to ensure continuity of educational services to all College students including the provision of administrative services associated with the recording of student attainment and awards. The College undertakes reviews of its *Disaster Response and Recovery Plans*, including reviewing the level of financial resource required to operate them, on a regular basis. Furthermore, the College has disaster recovery protocols, typical for the Further Education sector, which are tested and reviewed on a scheduled basis.

As the recent coronavirus pandemic has shown, serious incidents are rare, but regrettably cannot be ruled out. The purpose of business continuity planning is to ensure the college has robust measures in place to cope with a major incident and minimise the disruption to students. The College has relevant plans in place, which are regularly reviewed, to ensure that such major events (fire, flood, pandemic etc) can be dealt with swiftly and a clear process of command, control and communication is activated. While it is possible that the College could be affected in the future by a similar failure or catastrophe, the business continuity planning framework we have implemented leads us to assess the risk of a fundamental failure in this function as **low**. Furthermore, the College has developed its IT infrastructure and digital strategy to ensure that, if necessary, we can swiftly move learning online. A coordinated, planned approach is in place to help the college to sustain other time critical activities at an acceptable level, and get back to normal working within agreed recovery times. Our Major Incident and Business Continuity Policy, recovery plans and training for relevant staff seek to maintain the health and safety of our staff and students, which is always our priority, and enable an effective rapid response to disruption.

##### b. Risk of courses moving to a different College campus in the next three years

The risk that the College will elect to move the location of the delivery of any of its Higher Education courses during the medium term is **low**.

The College currently delivers Higher Education courses at the following locations:

- City (Granville Road, Sheffield, S2 2RL),
- Hillsborough (Livesey Street, Sheffield, S6 2ET),
- Olive Grove (Olive Grove Street, Sheffield, S2 3EG).

Over the past eight years, the College has undertaken a large-scale strategic reorganisation of its Higher Education provision, the first phase of which was completed in September 2010 with the opening of the state-of-the-art City Campus on Granville Road. The College

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completed this project in 2015, following the closure of its Norton Campus. The programmes formerly based at Norton Campus were split between the City and Hillsborough campuses.

The College will give students as much notice as possible should provision need to move to a different campus. If this occurs, City and Olive Grove are within 10 minutes' walk of each other and there are frequent bus and tram services operating between Hillsborough and City campuses. Both City and Hillsborough campuses provide an on-site nursery.

### **c. Risk of changes to existing course titles (and awards) in the next three years**

The risk that the College will seek approval to change the course title (and therefore award) of one or more Higher Education courses during the medium term is **medium/high**. The College is innovative and responsive to potential students and employers, its portfolio is dynamic, reflecting this. In some subject areas, such as digital and creative disciplines, sector practice and terminology can change rapidly, and employers may be seeking courses with a new emphasis. Equally, there may be a demand for routes to become more specialised or give a broader grounding across a subject area. Therefore, the likelihood of withdrawal or changes to individual modules that you have not yet studied is **high** as the College and its awarding bodies update their courses. In addition, where the College offers a programme in parallel with a validating university then there can be an external requirement to change course content or title. For these reasons it is likely that the modules available and titles of routes will be subject to change.

When proposals for changing courses and titles are made, the College would seek to consult with current students who are potentially affected by the change and mitigate the impact on them by "teaching out" the courses in their current format. Thus, except for repeating-students, the new structure and award would only affect new entrants to the courses. Any applicants for affected courses would be notified by College Admissions team, with alternative options offered to them, including (but not limited to) transferring their application to another course at the College, or to the partner university, or to withdraw their application altogether.

Students who are taking time out from their course for their own reasons, such as family or health reasons, would also be advised of the change, be given the opportunity to participate in student consultation activities and receive individual advice on their options.

If a student is required to repeat a year of study and is unable to repeat the same modules they have previously studied, the College would ensure, to the satisfaction of all affected students, transfer to a related course at the College or, if appropriate, to another provider. The College will work with relevant franchising and validating award partners to ensure that the details of any change are agreed collaboratively and communicated clearly.

The College would provide information to the student(s) concerned, specifying the last available date for sitting existing modules, including re-sits, on the course that is closing.

### **d. Risk of permanent interruption to study on highly specialised courses**

The likelihood of this occurring is **low** for most courses and **low to medium** for specialist courses. The College designates certain Higher Education courses as "highly specialised" - chiefly because of the dependence on specialist staff required to teach and assess the course(s). Although the College operates its own agency for the supply of fixed term staff to deliver specialist teaching, or to cover short-term absence, replacement staff may not be sufficiently qualified or experienced to deliver highly specialised courses at HE Level 4 and

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above. Where there is a need to recruit highly specialised staff, vacancies will be advertised in specialist publications.

The College will seek to limit this through appropriate succession planning and arranging its teaching workloads so that cover can be provided, and single points of failure are limited. Where there is a need to recruit highly specialised staff, vacancies will be advertised in specialist publications.

The College's business planning process includes a mechanism for approving that specialist posts may be recruited using the "High Performance" pay range rather than using the "Normal Maximum". The College is satisfied that this will control the above risk, as the College will be able to recruit using a higher pay range than would ordinarily be available for such a post

In any case, where one or more specific courses is rated as high risk, the College will always, in the first instance, seek support and guidance from the appropriate partner university or professional body for accredited courses. Where students on college Higher Education courses are fully enrolled students at the awarding university, the College will work with that university partner to agree a plan of options for students to continue to study.

**e. Students prevented from completing their qualification due to the termination of a validated partnership with a university or withdrawal of an awarding body or withdrawal of accreditation by a statutory or regulatory body**

The likelihood of this occurring is **low to medium**. The College has effective quality assurance processes that give early warning of issues that might affect the status of its awards. The College selects its awarding bodies and external accreditation carefully to ensure the arrangements include a commitment to ensure that students will normally have the opportunity to complete their studies should the partnership need to close (sometimes called Teach Out). If there is a situation where a partnership closes, or a course is no longer approved, the College will devise a detailed plan, that is agreed with the awarding body, to ensure that current students have the opportunity to complete the course. Where Teaching Out the full programme is not in the students' best interest, the College will seek other providers that offer the same programmes and work with them to support students to transfer. Once agreed, the plan will be communicated to students through meetings and in writing. Additionally, colleagues across the Academic and Professional Services functions will come together to ensure all aspects of support and communications for students are in place in a timely manner.

**g. Risk of temporary disruption to the curriculum due to COVID-19**

The likelihood that the College curriculum will be significantly disrupted due to the COVID-19 pandemic is **low**. This because the College has in place a [Remote Learning Offer](#), which provides support for students to complete their studies and mitigate against disruptions caused by COVID-19. The College is fully committed to ensuring that every student has a stable learning experience, on and off campus, and strives to make sure that our students are not disadvantaged by circumstances outside of their control. As far as possible, timetables will remain consistent and constant, regardless of whether face-to-face learning is being provided in person or online. College learning spaces at all campuses will remain open, providing access to resources, IT equipment and internet access, except when government restrictions limit or prohibit access. Therefore, where the curriculum moves to a remote or blended learning mode, the College has in place the resources to ensure students receive adequate and effective learning and support with minimum disruption. Should

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external requirements limit the number of students who can be taught on campus, we would prioritise access for students requiring laboratories, specialist workshops and facilities.

## **5. Refunds and compensation**

The College *HE Tuition Fees and Charging Policy* makes provision for refund and compensation payments. The policy is available on our website and will apply in a limited number of circumstances as specified by that policy.

The College has cash reserves, which would be sufficient to provide refunds and/or compensation payments in line with that policy.

The *Tuition Fees and Charging Policy* is reviewed and republished on an annual basis. The annual policy review occurs in three stages - the initial stage consists of a formal meeting with student representatives enrolled on Higher Education courses, followed by a review by the College Executive Leadership Team and final approval by the Governing Body or its finance committee, both of which include student governors.

## **6. Communicating the provisions of the plan to students**

This Plan is published and made available to students and applicants through:

- College website
- Student Hub,
- Student Hub Mobile App,
- Reception desks at each campus,
- College Learning Resource Centres,
- Linked policy documents.

Links to the plan will also be provided through:

- Letters/emails inviting applicants to interview,
- Letters/emails making offers to applicants,
- Letters/emails to employers that are funding students to study at the College,
- Letters/emails to employers that are providing workplace learning and assessment collaboratively with the College, at the time at which the College makes offers of places on these courses,
- Letters/emails communicating the unavailability of a course where the College has previously offered a place, except where that offer has expired within the UCAS system because the applicant has not made a timely response,
- Policies and application forms to transfer to a Higher Education course at the College,
- Letters/emails in which the College responds to an application from an existing enrolled student at the College to transfer to another of the College's higher education courses, prior to processing.

## **7. Ensuring that staff are aware of the implications of the provisions of the Student Protection Plan during the development or amendment of courses.**

The College will include consideration of the provisions of the Student Protection Plan in the various formal planning stages associated with curriculum development, amendment or delivery for example:

- Documentation required for course development approval through the Product Development Steering Group,
- Documentation associated with each stage of the Business Review process,

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- Documentation associated with each stage of the Business Planning process,
- Reports to the College executive meeting concerning course development, course modification, proposals for material changes in course delivery and reports on the risks covered by the Student Protection Plan,
- Reports to Governors on the development of and changes to the College's course portfolio, Higher Education strategy and estates strategy ensuring that changes have regard to the provisions of the Student Protection Plan.

## **8. Implementing the Student Protection Plan**

When the College first identifies that one or more risks is likely to crystallise, students who are potentially affected will be notified in writing. They will be provided with a copy of the Student Protection Plan and the specific change proposed under the plan. The correspondence will identify a time and place for a meeting with affected students; this will normally be a working day within the academic year, using dates in the published College academic calendar as the reference point. The College will also provide the Sheffield College Students' Union with a copy of any correspondence, to facilitate communication with individual students and representation of students.

Where practicable, the College will meet with the Sheffield College Students' Union prior to taking any of the actions identified in the Student Protection Plan. The purpose of this meeting will be to provide a forum for the Students' Union to comment, including making suggestions on the form and implementation of the proposed action, or alternatively making suggestions for how the issue might be addressed without the need for the Student Protection Plan to be implemented. Where the College has met with the Students' Union, it will provide a written response to the Students' Union prior to proceeding with the implementation of the specific Student Protection Plan. This response may also be used to confirm that the Student Protection Plan will not be implemented, or to outline the steps the College is proposing to take where the College considers further consultation would be helpful. The College will make an electronic copy of the response to the Students' Union available to affected students within 72 hours of the meeting. The College will also send a text message to affected students to advise that the electronic copy is available.

Any material changes to courses will be supported by a specific communication plan that will set out which student groups are likely to be affected by the changes. For qualification or course withdrawals this would include those students who, for example, are registered on the affected qualification (including students on relevant Access qualifications) and students on a study break. We will inform affected students as soon as possible once the relevant body has taken the decision. The communication will include:

- An explanation of the changes,
- Your rights and responsibilities,
- Notice periods and timescales (for completing your course including opportunities to re-sit), and
- Informing you how to seek further advice on your options to make appropriate study choices.

Where relevant, a dedicated team of advisors will ensure that you are provided with relevant, individual and consistent advice that reflects your individual needs, characteristics and circumstances.

Where a course is recognised or accredited by a Professional, Statutory or Regulatory Body (or equivalent body) named in a validation document or course specification, the College will

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provide that body with details of how students are affected, together with details of the issues and the College proposals for responding to those issues in a timely way.

In cases where employers are providing sponsorship, work-based learning or work-based assessment of affected students, the College will provide details of which of their students are affected, details of the issues and the proposals for responding to those issues, within the meaning of the Student Protection Plan.

## 9. Complaints

If you have concerns or complaints about how the Student Protection Plan is being implemented, please follow the College's complaints policy and procedure at <https://www.sheffcol.ac.uk/university-level-policies-procedures-and-terms-conditions>

### Glossary of terms

**Student or current student** means a student who is enrolled on a higher level course (at level 4 and above) at the College. References to students also includes higher level apprentices and any other learners on courses at level 4 and above.

**Teach-out:** applies where a course or qualification is being discontinued and means the arrangements for current students to complete the course or qualification within the notice period before the change or withdrawal takes effect.

**Validating or Partner university** means the degree awarding body that is making the award in most cases this will be either the Open University or Sheffield Hallam University.

### Further clarification

If you have any queries around the content provided within this document and how to interpret it, please contact the following: [info@sheffcol.ac.uk](mailto:info@sheffcol.ac.uk)

### Alternative format

If you require this policy in an alternative format, please contact [info@sheffcol.ac.uk](mailto:info@sheffcol.ac.uk)