

HIGHER EDUCATION: STUDENT PROTECTION PLAN 2018-19

1. Introduction

As part of ensuring that the Higher Education provision at Berkshire College of Agriculture complies with the regulatory expectations of the Office for Students (OfS), we are required to publish a Student Protection Plan.

The purpose of this plan is to demonstrate that we support students and protect their interests during the course of their study, and to clarify what an applicant or student can expect if unanticipated problems occur. It also highlights the arrangements for informing and consulting with students so that their rights and the responsibilities of BCA are clear.

The Student Protection Plan forms an important part of the student contract and as such will be reviewed annually alongside Terms and Conditions for HE Students and other important policies. Through our student representation process we will consult with students when making changes to the Plan and any changes will be communicated to our students through our usual communication channels and the current version of the Plan will always be available on the website.¹

Our Student Protection Plan has been submitted for approval as part of the OfS registration process and is available to all current and potential students. On approval, the plan will be referred to and accessible from our Terms and Conditions for Higher Education Students. This document is sent to students with their offer letters and also available for download from our website at: <https://www.bca.ac.uk/course/policies-procedures/>

BCA is committed to the provision of a positive student experience and to supporting students to achieve their academic outcomes. The College is an independent and sustainable financially stable organisation where astute financial management is matched by highly effective operational management to ensure that we have the capacity, capability and resource to protect our students and minimise any potential disruption to studies.

¹ This will not normally apply to graduates who have already completed their studies at the College.

2. Risks to the continuation of study.

The table which follows (Table 1) has been compiled by the College to evidence our assessment of the range and level of risks to the continuation of study for our students, along with any measures in place to mitigate risks that are considered to be reasonably likely to crystallise.

Table 1: Risks to the continuation of study and mitigating measures (where required)

Potential Risk	Probability of risk occurrence	Evidence to support judgement	Mitigating Measures
Significant financial issues leading to the College being unable to operate.	Low	The risk that BCA will be unable to continue to operate is very low. In May 2018 the Skills Minister agreed that BCA should receive a substantial grant, along with a loan, to enable it to remain as a financially viable, independent, institution in the long term. This followed a very comprehensive review of the college's financial status and its future prospects.	
Closure of a campus delivering Higher Education programmes	Low	<p>The 400 acre campus on which BCA operates is owned by the College.</p> <p>Due to the agricultural nature of the BCA campus and its specialist animal management facilities, the risk that BCA is no longer able to deliver our specialised animal science and land-based Higher Education courses is very low. BCA's overall commitment to its development as a specialist in land-based higher education is further evidenced by recent substantial investment into the Animal Centre and its BIAZA approved zoo courtyard, and by its partnership with the Royal Agricultural University.</p> <p>The risk to the foundation degree offered in partnership with the University of Reading (UoR) is also low due its strategic 'devolvement' to a network of local partners and thus its long-standing and significant contribution to widening participation.</p>	

<p>Course closure/ temporary suspension</p>	<p>Medium</p>	<p>The high staff:student ratio, typically 8-16 students in each cohort, is one of the key benefits of studying at BCA.</p> <p>Course viability, however, is dependent on the recruitment of an appropriate minimum number of students onto each programme; this number will ensure a quality experience for learners as well as financial break-even for the College.</p> <p>Due to the specialist nature of our courses, there may be a risk that a course may fail to attract sufficient applications to guarantee viability.</p> <p>If the decision is made to close a course or temporarily suspend it for a specific year of entry, the College will honour its commitment to students currently enrolled, 'teaching out' to the conclusion of the programme.</p>	<p>Pro-active, targeted marketing, both internally and externally, to potential students on an ongoing basis.</p> <p>Active outreach to unplaced students through mixed media during the UCAS Extra and Clearing periods takes place as dictated by the number of course offers at these times.</p> <p>The programme portfolio is reviewed on an annual basis to ensure currency and relevance to both student and industry needs.</p> <p>Any decision to close/ temporarily suspend a course will be made as early as possible and no later than two calendar weeks prior the College HE induction date in order to allow alternative arrangements to be made via UCAS Clearing. The College will write to all affected applicants and attempt to contact them by telephone to inform them. The relevant curriculum team and HE Registrar will provide personalised support to applicants in order to find alternative programmes within BCA (if appropriate) or suitable places at other colleges/universities.</p>
<p>Number of students progressing from year to year falling below a viable minimum</p>	<p>Low</p>	<p>Historically high progression rates make this a low risk.</p>	<p>In the unlikely event that the number of students on a programme fall below a viable minimum during the academic year, the College is committed to teaching out the full programme for the remainder of the academic year.</p>

<p>Termination of existing agreements with validating/awarding university partners.</p>	<p>Low</p>	<p>Both BCA's partners, the Royal Agricultural University (RAU) and the University of Reading (UoR) have Partnership Programmes at the core of their strategic plans widening participation. The relationship with UoR is further strengthened by BCA's proximity, encouraging progression to the BEd TopUp offered at the University.</p> <p>BCA's specialist land-based provision allows the RAU to extend its reach beyond its core curriculum offer; the relationship also encourages progression to the RAU for BCA students on Level 3 agricultural programmes.</p> <p>External Examiners for all HE programmes offered by BCA have consistently praised the College for the quality of its provision and academic robustness.</p>	<p>The Higher Education Quality Review Board (HEQRB), chaired by the Principal or Chair of the Board of Governors (alternating) and held each term, reviews relationships with partnering universities to ensure compliance with their Academic Regulations actions and to determine any action required mitigate any potential issues.</p>
<p>Inability to deliver the majority of module components for our courses.</p>	<p>Low</p>	<p>All modules are delivered by integrated teams of appropriately qualified academic staff, thus ensuring immediate cover in the event of illness or other absence.</p> <p>Permanent staffing is supported by a a robust recruitment process, details of which can be found at: https://www.bca.ac.uk/the-college/working-for-us/</p> <p>Current vacancies are advertised on the College website and in locations relevant to the post being advertised (for example, subject-specific and education employment sites).</p>	<p>Should exceptional circumstances dictate, the HE team is also able to draw on a 'reserve' pool of appropriately qualified staff from relevant FE departmental teams within the college.</p> <p>The College also maintains a 'reserve' of appropriately qualified, hourly paid, sessional lecturers who can be called upon in the case of sudden staff loss. Thus cover is ensured until a permanent appointment can be made.</p>
<p>Limited qualified supervision for clinical modules</p>	<p>Moderate</p>	<p>Only two members of staff held qualifications and clinical experience relevant to the supervision of clinical sessions within the BSc (Hons) Veterinary Physiotherapy during its first year of operation.</p>	<p>Additional Veterinary Physiotherapists, currently in clinical practice, are being recruited to join a roster of sessional staff to support the delivery of specialist clinical modules during attended weeks.</p>

Inability to deliver elements of a programme due to loss of specialist resource/ failure of IT equipment/ machinery etc	Low	<p>BCA operates a significant budget for veterinary services to ensure the continued welfare of livestock and other animals owned for the purpose of provision of animal based programmes.</p> <p>The college operates an efficient and experienced IT team to ensure all IT issues are resolved in a timely manner.</p> <p>In case of machinery failure critical to the delivery of a programme, Service Level Agreements and positive supplier relationships ensure swift replacement or repair.</p>	
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3. Refunds and compensation

3.1. Enrolled students who withdraw from their studies

The schedule for the refund of tuition fees for students who withdraw from their programme of study is shown in Table 2.

Table 2: Schedule for the refund of tuition fees for students who withdraw

Termination date:	Proportion of Annual Tuition Fee for which student is liable:	Proportion of Annual Tuition Fee to be refunded:
During 14 day cooling off period (Term 1)	0%	100%
After 14 day cooling off period (Term 1)	25%	75%
From Day 1 of 2 nd Term	50%	50%
From Day 1 of 3 rd Term	100%	0%

- 3.1.1. The refund of Annual Tuition Fees is issued directly to self-funding students. In the case of student loans, the College will inform the student loan company that the student will not be attending a programme.
- 3.1.2. Full details relating to the termination of enrolment and withdrawal from a course of study are given in the Terms and Conditions for Higher Education Students available to students and applicants at: <https://www.bca.ac.uk/course/policies-procedures/>
- 3.1.3. Terms and Conditions for Higher Education Students are also made available to applicants with their Offer Letter and at enrolment.

3.2. Refund and compensation in the unlikely event that the college is no longer able to preserve continuation of study

- 3.2.1. BCA considers refunds and compensation to be a remedy of last resort and is committed to using its best endeavours to ensure all students are able to continue and complete their studies.
- 3.2.2. In the highly unlikely event that the College is no longer able to preserve continuation of study, it will, when preparing its plan for dealing with the termination, consult the students registered on the programme and, as a minimum, will:
 - 3.2.2.1. ensure all students on the programme receive the award (for example, certificate or diploma) from the relevant Partner University that recognises their level of attainment;
 - 3.2.2.2. offer those students advice and support to help them decide whether or not to transfer to a different programme at the College or Partner University or seek transfer to a suitable alternative provider to complete the programme which is to be terminated.
- 3.2.3. Refunds will be made where it is necessary to close a class due to numbers at enrolment falling below the viable number. Should this action prove necessary, the College will aim to contact all enrolled students at least 3 working days before the course is due to start.
- 3.2.4. Refund of course fees in respect of a cancelled course are issued directly to self-funding students. In the case of student loans, the College will inform the student loan company that the student will not be attending a programme.
- 3.2.5. Refunds will not be made for any personal 'kit' or materials which are to be retained by the student.
- 3.2.6. Financial compensation may be considered in exceptional circumstances, for example, where the College has made such changes to a programme of study that attendance for all or part of the programme by an individual is made impossible. This may include; 'loss of opportunity', for example, failure to complete a placement or to seek paid employment where this arises from an act or omission by the College or expenses incurred/money/lost as a result of any College/course failings or closure.
- 3.2.7. When considering whether financial compensation is appropriate, the College will take into account the following:
 - 3.2.7.1. Any reasonable steps which have or have not been taken by the student and/or the College to minimise financial loss
 - 3.2.7.2. Whether the student has unreasonably refused or rejected an available option
 - 3.2.7.3. Whether any delay in resolution may have been caused by the student
- 3.2.8. In all cases, the College requires the student to provide evidence of actual financial loss.
- 3.2.9. These arrangements are also incorporated into Terms and Conditions for HE Students and into the HE Course Closures and Changes Policy.

3.3. Financial Implications for BCA of Refund and Compensation Policy

Extensive analysis work, completed by third parties in the lead up to the Skills Minister agreeing to the grant and loan referred to above, identified the need for additional funding to be made available to provide enough cash headroom for BCA to remain financially viable, and this in turn will provide sufficient cash reserves to enable any refunds and compensation claims to be paid in full. In addition, unlike most other HE providers, the vast majority of BCA's income is derived from the ESFA for students aged 16 to 18; our reliance on HE courses for income is therefore relatively low and the risk associated with refund/compensation claims is minimal as a consequence.

4. Communication of the Student Protection Plan

Following OfS approval, the Student Protection Plan will be published on the BCA website at: <https://www.bca.ac.uk/course/policies-procedures/>

4.1. Communication to students

The Student Protection Plan will also be made available to enrolled students via the BCA Virtual Learning Environment (VLE) and students will be made aware of this by e-message via the VLE (usually shortly after enrolment each year) .

4.2. Communication to staff

All HE staff will have their attention drawn to the plan and its published locations. Annually refreshed plans and any in-year changes which have become necessary following HEQRB review will be uploaded to published locations, as approved, and will be drawn to the attention of all staff via email. Staff will also be made aware of implications to the Plan when they are engaging in relevant activities, for example, proposing course changes.

5. Review of the Student Protection Plan

5.1. The Student Protection Plan will be regularly reviewed to ensure currency.

- 5.1.1. The Student Protection Plan will be updated annually, or when new significant risks are identified, or when the likelihood of a risk occurring changes significantly.
- 5.1.2. The Student Protection Plan will be regularly reviewed through termly risk assessment to be considered by the HE Oversight Committee (HEOC) in order to inform an (at least) annual refresh of the Plan and ensure it remains relevant, effective and practical. The HEOC comprises representation from staff, students, administration, management and the Board of Governors.

5.2. Changes to HE Programmes

- 5.2.1. Any planned changes/changes in circumstance relating to current HE programmes, or those in development, must be submitted to the HEQRB in a timely fashion, along with any identified additional risks arising from such changes.
- 5.2.2. Information on how any changes will be communicated to affected students in a timely manner must also be submitted. This is in addition to the current requirements of

submission of changes/new course development documentation which currently include market justification, planned numbers, teaching and staffing plans and relevant costs.

6. Communication of material changes to programmes

6.1. Students currently enrolled on a programme of study

- 6.1.1. For significant changes, issues and resolutions will be communicated in person to the student or students involved during an organised meeting. The meeting will be held by the Programme Leader, or in the absence of the Programme Leader, the Director of Higher Education will take responsibility for ensuring a meeting is arranged and attended.
- 6.1.2. For material changes where the impact on students is minimal and short term temporary (for example, an electricity or water supply issue), students will be messaged via the VLE. Temporary issues which may result in a longer suspension of teaching, such as campus closure due to severe weather for example, will be communicated to students via the College website, the VLE. and email.
- 6.1.3. Any temporary suspension of programmes will not impact on the planned delivery hours of a programme. Additional sessions will be arranged as required, to ensure that students are not disadvantaged due to circumstances that are not within their control.

6.2. Applicants to Higher Education Programmes

- 6.2.1. The College will communicate course closure (for whatever reason) to applicants no later than two calendar weeks prior the College HE induction date by email, letter and telephone. The College will ensure that students are informed of such changes prior to the closure of UCAS Clearing so that those students have the opportunity to apply for alternative courses. The person responsible for ensuring the communication has been received and understood by the applicants is the HE Registrar.
- 6.2.2. Where material changes to programmes are made (for example, a change of advertised modules or day of delivery), students will be contacted via letter and email. Students will be required to acknowledge receipt of the communication (in either form) and given the opportunity to accept or reject their place. The College will ensure that students are informed of such changes prior to the closure of UCAS Clearing so that those students who choose to reject the programme due to the changes have the opportunity to apply for alternative courses.
- 6.2.3. Should situations occur that cannot be communicated to students in good time or have the potential to cause student offence or annoyance, the College complaints procedure will be clearly signposted to the students or applicants affected.
- 6.2.4. In the case of incidents that could result in significant student distress, the College will ensure that students have access to appropriate independent advice and support.