

# **Student Protection Plan 2025-26**

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## **The National Institute of Teaching (NIoT) Student Protection Plan**

### **Introduction**

1. In accordance with *Condition C4: Student Protection Directions* issued by the Office for Students, the NIoT's Student Protection Plan sets out in general terms what students studying with the NIoT can expect to happen should previously unforeseen and unscheduled changes occur to a programme, a delivery campus or other delivery location, or to the NIoT more broadly. The purpose of the Plan is to provide a general framework whereby students are facilitated, wherever practicable, to successfully continue and complete their studies in some form, or can be compensated if in an extreme circumstance this does not prove possible.
2. The NIoT has been authorised by the OfS with time-limited New Degree Awarding Powers (DAPs) to award taught degrees, up to and including Level 7 (Education and Teaching) from 1 August 2025 until 31 July 2029. The plan therefore outlines what action the NIoT will instigate should a circumstance arise whereby it fails to maintain DAPs, the probationary period is extended or the NIoT fail to retain DAPs beyond the probationary period.
3. The NIoT wants its students to achieve successful outcomes from their programme of study with us. There may, however, be situations where circumstances, often outside the NIoT's direct control and possibly previously unforeseen, may possibly mean that changes have to be made to students' modules or programmes or other arrangements associated with their partnership with the NIoT. Whilst the NIoT cannot identify every circumstance that might possibly arise in respect of an individual student, group or cohort of students, this document nevertheless seeks to outline what action the NIoT will instigate should a circumstance arise which it is considered by the institution as having the potential to have a deleterious effect on the learning journey of one or more students.
4. The general framework provided in this document is reviewed on at least an annual basis by the Executive Committee, Student Experience and Quality Assurance Committee (SEQA) and the Academic Board. Students are represented on SEQA and Academic Board and are able to comment freely on the plan, any proposed modifications and its enhancement in the light of experience and practice. This document is readily available to all our students and to prospective students via the NIoT website.
5. In particular:
  - students will be made aware of this document in student handbooks

- reviews of the document by SEQA and Academic Board (which include student representation) and Executive Committee take place on at least an annual basis (and more regularly as required) and have regard to any comments that students have made through staff-student consultative committees or other student feedback mechanisms. The NIoT Student Protection Plan is approved following consideration by the Academic Board: students are present at the meeting and contribute to the discussion, including consideration of identified risks and mitigation measures.
6. The NIoT's contract and terms and conditions set out the relationship between our students and the NIoT, and explains the NIoT's responsibilities and how programme and other changes beyond the NIoT's direct and immediate control are dealt with.
  7. The NIoT is committed to communicating any changes that may need to be made to a students' study arrangements as soon as is practicable, setting out clear options. In setting out options, the NIoT will reflect its founding Mission and Vision, take full account of the diversity of its students and their needs, including for example considerations of mobility, educational need, parity of programme content and any financial implications for the student. We will take all reasonable steps to minimise disruption to our students thereby enabling, where practicable, our students to complete their studies as intended. However, where this may not possible students may, by means of example:
    - be offered the opportunity to move to another programme;
    - be offered a modified version of the same programme;
    - be provided with support and assistance to switch to a different provider in the UK offering the same or very similar PGCE programme; and,
    - be offered some form of financial compensation (for cases where it is not possible to preserve the continuation of study or where study is significantly disrupted).
  8. At all times, the NIoT seeks to protect students' interests. Events which might, according to particular circumstance, be deemed by the NIoT to constitute a material change to the programme of study and which have the potential to affect the quality and standards of learning and/or the effective continuation of a students' study, may include (but are not limited to):
    - disruption to the delivery of their programme which has the potential to extend for more than one study week;
    - the unanticipated departure of key members of NIoT delivery team members;
    - a significant change to the delivery mode for the PGCE programme;
    - unforeseen major changes that may be required to be made to programme content during an academic year (for example, significant change in

- Government policy on the content and structure of teacher training programmes);
- any significant changes to the regulatory framework affecting a specific programme or loss of accreditation from the UK Government;
  - industrial action taken by staff involved with the delivery of their programme;
  - the unforeseen cessation of PGCE programme delivery; and,
  - any decision to close the NIoT.
9. Where an event, either planned or previously unforeseen, arises which has the potential to constitute what the NIoT considers to be a material change to a PGCE student's programme of study, the NIoT will immediately trigger consultation with students at regional level with these consultations being fed through to student representatives on the NIoT's Academic Board. The NIoT is keen to ensure that students are provided with maximum notice to consider any changes that might impact upon their PGCE programme. To assist students the nature of the issue is clearly delineated with timeframes, possible remedial options, student support arrangements and other information deemed to be relevant to the circumstance is provided to students so that they are well placed to consider the matter in hand and offer objective and informed viewpoints. Appendix 1 to this document provides some further examples of what student interactions the NIoT would instigate in response to particular academic circumstances.
10. As part of its prudent management practices, the NIoT routinely plans for a wide range of scenarios, many of which are very unlikely ever to happen. The NIoT believes that the risk of the occurrence of the circumstances listed at paragraph 8 above to be low because of a mix of the NIoT's financial stability and prudent business planning.

### The NIoT's assessment of the range of risks to the continuation of study for our students and the likelihood that those risks may crystallise

11. The NIoT is committed to helping students achieve the best academic outcomes for themselves and for the pupils they will teach. The NIoT keeps the quality of its provision under constant review and may decide to make material changes to the content and delivery of academic provision in the best interests of student outcomes. In addition, events may occur which mean that changes have to be made to provision. The NIoT's *Student Protection Plan* has been developed in line with guidance from the Office for Students and the Higher Education and Research Act (2017) to protect students' interests in the case of material change (by means of example, programme changes, suspensions, closures, or institutional closure).

12. The NIoT has robust processes in place for managing its risks, particularly for those that would impact on the continuation of study for our students. The NIoT regularly reviews its Risk Register, via both the NIoT's Executive Committee and at the NIoT Board of Trustees' Audit and Risk Committee. The outcomes of these discussions are then fed into meetings of the NIoT's Board of Trustees. The NIoT considers that, as a whole, it is at very low risk of being unable to operate. The NIoT does not consider that either now or in the foreseeable future that there is a material risk that the institution will cease to operate.
13. There are a number of risks that could impact on the NIoT's ability to operate effectively into the future: key risks include the loss or restriction of the NIoT's status and rejection or cancellation of OfS registration. These are seen as low risk, due to the robust policies and procedures that have been put in place by the NIoT. The risk that the NIoT is no longer able to deliver programmes in the specialised area of Teacher Education is very low due to the NIoT having strong, close and effective relationships with its relevant Professional, Statutory and Regulatory bodies (PSRB). The NIoT is under contract to deliver from the DfE and has acquired accreditation to deliver under the Government's ITT criteria. These criteria are subject to revised and stringent monitoring requirements. As part of the NIoT's annual monitoring processes, we will continue to carefully review extant PSRB requirements to ensure that the NIoT's programmes continue to fulfil the prerequisites of the relevant body. The NIoT also has in place tight institutional oversight whereby all annual/periodic programme review and PSRB reports will be considered reviewed and discussed at the NIoT's Student Experience and Quality Assurance Committee and Academic Board.
14. There are risks associated with maintaining registration with the OfS as it is a condition for the NIoT to be able to award its own degrees in line with its New Degree Awarding Powers. Losing registration would therefore impact on the NIoT's ability to award its PGCE award. Unlike some Higher Education Institutions the NIoT does not require registration with the OfS for students to be able to access funding through the Student Loans Company and does not require registration to be able to award QTS. The likelihood of losing registration is considered to be low as the programmes it delivers, its policies and procedures, and its compliance with the Regulatory Framework are considered through its robust executive and deliberative structures. The governance arrangements ensure oversight through the Board of Trustees and through the functions and responsibilities it delegates to the Academic Board and its subcommittees.
15. There are a number of risks associated with authorisation for Degree Awarding Powers. The NIoT has been authorised by the OfS with time-limited

New Degree Awarding Powers (DAPs) from 1 August 2025 until 31 July 2029. The NIoT will award its own PGCE from the 2025/26 entry. If the NIoT fails to meet DAPs criteria, this authorisation may be revoked during the probationary period or allowed to expire, which would require the NIoT to implement the provisions of the Student Protection Plan. The risk is deemed to be low as the award of DAPs has been made on the basis of the NIoT New Degree Awarding Powers (NDAPs) Plan which sets out a comprehensive plan of how the NIoT will achieve all criteria throughout its probationary period. The award of DAPs confirms that the NIoT has a full understanding of the OfS Degree Awarding Powers criteria and that the standards are set at the appropriate level. The report confirms that the NIoT has a credible New DAPs plan, has demonstrated a full understanding of the DAPs criteria and that the standards set for the proposed courses are at an appropriate level. The NIoT's executive and deliberative structures will provide tight institutional oversight and the NIoT have robust policies and procedures in place.

16. The risk that the NIoT is unable to deliver its higher education offer due to the unanticipated departure of key members of academic staff is low because the core modules are generally taught by integrated teams of academic staff. There is considered to be a low risk that some specialist modules would no longer be available if the NIoT was unable to recruit a replacement who had expertise in this specialism. If there were unanticipated staff losses the NIoT would seek to fill gaps as quickly as possible, by moving other current members of staff with appropriate skills and experience, into the vacant post(s) or recruiting externally, so as to avoid disruption. The NIoT would also consider the option of seconding staff from the founding partners if necessary.
17. The risk that the NIoT would make a strategic decision to withdraw a programme with immediate effect is extremely low, as the NIoT is committed to 'teaching out' a programme and offering continuation of study for our students is a clear and agreed priority. It should be stressed that the NIoT will only deliver on programmes in the field of teaching and educational leadership and these programmes will only be offered if there is clear demand both regionally and nationally. Should a 'teach out' circumstance arise, the NIoT's approach would be to take mitigating action to ensure that all affected students were able to progress with their studies. Our approach is governed by the following principles:
  - ensuring clear, open and timely communications with current students to provide them with assurance that they would not be adversely affected by the decision, and to provide them with assurance that they are able to complete their studies at the NIoT;

- taking reasonable steps to preserve continuity of study should we need to discontinue a course or close a location where a programme is being taught;
- considering students' views, where appropriate, before deciding to implement any substantial changes to a programme or discontinuing it, or closing a location;
- taking into consideration the needs of all our students and the impact on them of any proposed changes and considering any protective measures that should be taken;
- ensuring that future applicants are notified as soon as possible, allowing time for prospective students to source an alternative suitable programme (where relevant) at the NIoT or at an alternative provider (assisted by the NIoT, as appropriate); and,
- informing the OfS of any changes that may necessitate a review of the NIoT's closure plan or any measures contained within it.

18. The risk of the NIoT making significant changes to a programme is comparatively low, as we will continuously review our teaching provision to ensure that our higher education offer is both 'current' and of a high quality. The programme is also monitored by the NIoT's ability to incorporate the Core Content framework and it is additionally subject to Ofsted inspection. Any changes to the programme could include amendments to modules or module choice. The NIoT will use all reasonable endeavours to deliver its higher education offer in accordance with the description applied to it in the NIoT's online materials and the Programme Specification for the academic year in which a student began their programme. However, in the event of any in-year changes to course content, the NIoT will ensure that:

- changes are restricted to the minimum necessary to achieve the required quality of experience, and affected students are notified and consulted with as appropriate;
- it works with students to ensure the offer still remains acceptable;
- where necessary, it will allow students the opportunity to withdraw from the programme; and,
- where appropriate, students will be offered reasonable support to transfer to another programme at the NIoT, or to another provider.

19. The possibility of a change to the mode of study is low and likely to be temporary. For example, if there was an IT problem for students, this may mean some short-term disruption whilst an IT solution is sought. If this had an impact on any assessment deadlines, then extensions would be considered where applicable. The risk of the NIoT having to temporarily close a site, building or facility due to a fire or other major incident, other damage or



health and safety issues is a reasonable possibility. However, we have established business continuity plans in place for such eventualities and we consider this is unlikely to affect the continuation of a student's study. Where we operate on sites that we do not directly own, again there are established business continuity procedures in place. We consider the risk of these buildings being unavailable for NIoT use is also low.

20. The risk that a student's study is disrupted due to industrial action is normally low, as the NIoT maintains good employee relations.

The measures the NIoT has put in place to mitigate those risks we consider to be reasonably likely to crystallise

### **Institutional Closure**

21. Given the financial health of the NIoT and prudent financial planning together with the predictable nature of its future income, the NIoT is satisfied that the risk that the institution as a whole would be unable to operate is very low.
22. As the NIoT matures and its student base continues to increase, the risk that the NIoT would be unable to continue to operate due to financial limitations is reducing. The NIoT has business continuity plans and risk management processes in place to ensure that services to students and the NIoT's status are regularly monitored, mitigated and safeguarded. The solvency of the NIoT is, of course, kept under active review by both the NIoT's Board of Trustees and its Executive.

### **Loss of OfS Registration**

23. The NIoT has robust quality assurance frameworks and policies and procedures to limit the risk of non-compliance to OfS requirements. The executive and deliberative structures provide oversight of the adherence to the OfS conditions of registration. There are regular reports regarding compliance to OfS requirements considered by the Executive Committee and any serious risks will be raised to Academic Board and to the Board of Trustees as is necessary. In the event of loss of OfS registration, NIoT would discuss with the OfS transitional arrangements to allow 'teach out' where possible.

### **Loss of DAPs**

24. The NIoT has considered the mitigations in a case where it loses DAPs or fails to achieve DAPs following the probationary period. NIoT has developed a comprehensive NDAPs Plan and the assessment for the award of DAPs has

confirmed that this plan is credible and the NIoT has effective plans in place to meet the criteria during the probationary period. The NDAPs Plan will be monitored through the executive and deliberative structures. The OfS will closely monitor and evaluate the implementation of the New DAPs Plan and evidence will be required to be submitted to the OfS to meet these monitoring requirements. This monitoring will ensure that the NIoT is prepared to meet the criteria for the award of Full DAPs once the probationary period has ended. If the NIoT lost its DAPs either during or after the probationary period, it would support students to be able to complete their studies and gain their award. If the NIoT is unable to award the student prior to the powers being revoked, it would establish a short-term partnership with another registered higher education provider and support students to complete the programme and achieve the award. The NIoT would ensure that detailed information is provided to students to support them with admission to the provider they are transferring to.

### **Programme closure**

25. If the NIoT determines that applications to a programme should be closed, the NIoT would require that the programme it was proposed to close would continue to be taught to existing students until such a time that they completed the programme. Student consultation and ratification by the NIoT's Academic Board are required as part of this process.
26. In the event that a student's programme of study was closing and teach out arrangements were not appropriate, the NIoT would seek to support the student(s) in question to transfer to a comparable programme at another institution with broadly similar entry tariffs.

### **Staffing vacancies or issues**

27. The NIoT has robust procedures in place for the recruitment and replacement of teaching staff. While there may be inevitable gaps between academic staff members leaving and being replaced, we will ensure that vacancies are identified and filled as soon as possible: where it is demonstrably appropriate, we will enable other employed subject experts to cover vacancies or use other experienced members of staff with the appropriate skills and experience to cover teaching sessions. Given the national nature of the NIoT's operations, it can also draw on expertise from one of its other campuses as, in most cases, staffing is replicated across the campus network. These measures mean that the NIoT will be able to continue its delivery of programmes in the event of staff members leaving the NIoT, resulting in a consequently low risk to the student experience.

### **Location changes**

28. In the unlikely event that the NIoT's premises became unusable or unavailable in a particular location in England then the NIoT would source alternative space. It should be noted that the NIoT has a robust online offer which offers flexibility which, when combined with the network of campuses and associate colleges as well as schools within the founding partners, provides multiple alternative delivery options in the unlikely event of a premises becoming unusable.
29. In the event of the NIoT changing a location of study due to a site closure, the NIoT would look to take the following actions:
- we would consult with the relevant students and make appropriate impact assessments;
  - we would make an assessment of the space and facilities to ensure its compatibility with the programme's requirements; and,
  - we might also consider either offering transport to the new venue or reimbursements of additional travel costs if applicable.

### **Exceptional events**

30. The NIoT has procedures for protecting the interests of students during exceptional events. Our policies and processes specify that the NIoT would take appropriate and necessary steps to protect the rights and interests of our students during any events such as industrial action or a global pandemic. In particular, we would work to allow students to continue their programme of study, in the standard timeframe, as far as practicable.

### **Being unable to recruit or teach a particular type of student**

31. The NIoT has no concerns about its ability to recruit or to be able to teach students from a particular group, including mature, from a widening participation background, etc. Its recruitment and admissions processes are robust and have been developed in line with sector best practice.

### **Summary**

32. The NIoT is not currently tracking an increased level of risk that is likely to crystallise anywhere across our programmes/locations/student cohorts that would merit additional mitigating actions above those mentioned. This will be kept under regular review by appropriately robust and effective governance.

## Refunds and Compensation

33. The NIoT will always seek to put in place mitigating actions to ensure that our students are able to complete the programme on which they are enrolled. The NIoT would expect to 'teach out' and, in the very exceptional case of a delivery site closure, the NIoT would seek to facilitate the transfer of affected students to another delivery location. The NIoT, therefore, expects circumstances where it is not possible to provide continuation of study to be extremely rare.
34. Save for the limited circumstances where a refund may be granted to students who have been granted a leave of absence or who have withdrawn from their studies and have paid fees in advance, the NIoT does not operate a specific refunds and compensation policy but will consider the need to award compensation on a case-by-case basis and in line with the Office of the Independent Adjudicator's guidance on distress and inconvenience payments. The circumstances where the NIoT might determine to award compensation to students might include:
- where the NIoT considers that there is a legal obligation to do so, for example where the NIoT considers it has demonstrably breached its contractual or tortious liabilities;
  - where payment of compensation is recommended to address any distress, inconvenience or other service issues identified as a result of an investigation of student complaints by the NIoT
  - In the event a programme is withdrawn with less than 28 calendar days before its planned start date, we might pay compensation for your evidenced expenses relating to attempts to find an alternative suitable programme at another institution, up to the end of the month of the planned start date of the withdrawn programme;
  - where students have been materially delayed in completing their programme because of an interruption to their studies within the scope of the NIoT's *Student Protection Plan* that is within the reasonable control of the NIoT, then the NIoT will consider claims for other losses (by means of example, lost time claims, or additional maintenance and accommodation costs) on a case-by case-basis; and,
35. Where the NIoT is not able to teach out a programme:
- in the event that the NIoT withdraws the affected programme at the end of an academic year but before completion of the programme, the NIoT will not usually refund any previously paid fees and charges for the programme. This is on the basis that the NIoT is able to ensure continuity through the transfer of credits from the NIoT to an appropriate alternative provider or to another suitable programme delivered by the NIoT. Any pre-paid fees and charges for elements of the programme not delivered will be refunded. Any further compensation (e.g. in relation to any losses suffered

in respect of the transfer to another education provider or lost time) will be decided in accordance with the particular circumstances of the matter, the nature and reasonableness of the loss incurred and any steps to mitigate such loss and the principles set out in section 34 above; or

- in the event that the NIoT withdraws the programme during the course of an academic year, if the student does not transfer onto an alternative suitable programme with the NIoT or an alternative education provider, the NIoT will refund all fees and charges paid for the programme in the academic year in which the programme is withdrawn. Any pre-paid fees and charges for elements of the programme not delivered will also be refunded. Any further compensation (e.g. in relation to any losses suffered in respect of the transfer to another education provider or lost time) will be decided in accordance with the particular circumstances of the matter, the nature and reasonableness of the loss incurred and any steps to mitigate such loss and the principles set out in section 34 above.

36. Any refunds or compensation offered would initially be paid from operating budgets in-year. If the refunds were of a magnitude that could not be absorbed by in-year budgets (and associated offsetting savings elsewhere) and/or if they were considered of an exceptional nature from an accounting perspective, they would be paid for from the NIoT's reserves.

37. Tuition fees will be refunded in the same way that they are received. Where fees are paid directly by students, they will be refunded to the student. Where fees are paid by way of a tuition fee loan from the Student Loans Company, they will be refunded to the Student Loans Company. Where tuition fees are paid by a sponsor, they will be refunded to the sponsor.

## Communicating with our students

38. The NIoT's *Student Protection Plan* is a summary of existing NIoT's policies and procedures which are already communicated to students and staff. However, the NIoT will, in addition:

- publish our *Student Protection Plan* on our website;
- identify a communications strategy to draw attention to the key elements of our *Student Protection Plan* to students and staff on our website;
- make the *Student Protection Plan* available to applicants alongside other material that is available to applicants;
- draw the attention of students to the *Student Protection Plan* on a regular basis; and,
- include the *Student Protection Plan* as an item on relevant staff training events and in appropriate briefing materials for staff.

39. The NIoT's *Student Protection Plan* will be included in the annual review of applicant and student-facing documents which will ensure that it remains

accurate, up-to-date and unambiguous. It will be considered by the Student Experience and Quality Assurance Committee (SEQA) and Academic Board on an annual basis and report to the Board of Trustees. NIoT Students attend these boards and student views and through these mechanisms they will be given a full and fair opportunity to comment when the *Student Protection Plan* is reviewed.

40. The NIoT will provide clear information and options to ensure that, where appropriate, students have access to independent advice and guidance if it is necessary to implement the measures in our *Student Protection Plan*. This will include information and advice on matters such as student support, money advice, wellbeing, careers and employability.
41. Should students have concerns about the way in which the NIoT is implementing our *Student Protection Plan*, they will be entitled to make a complaint in accordance with our complaints procedures.