

Temporary Learning Agreement Procedure

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Education and Student Experience Committee	1 August 2024	2024-25

Procedure statement

The University recognises students may experience unexpected, medium- or long-term difficulties outside their control (unrelated to a Disability) which adversely impact their ability to engage fully with their learning and assessment, and for which the Exceptional Circumstance procedure would not offer sufficient support. The Temporary Learning Agreement procedure sets out the processes through which students in these circumstances can be offered support to manage their learning and assessment alongside their personal difficulties, with the intention of successfully completing their Level and / or course of study in the affected academic year.

Who needs to know about the Procedure?

- Deans of Faculty and Pro Vice-Chancellors
- Heads of School and Department
- All staff, including those at Partner Institutions
- Registered students, including Apprentices and those studying at Partner Institutions

Purpose of the Procedure

The Temporary Learning Agreement (TLA) procedure sets out the principles of where a TLA can be provided, the requirements for developing, agreeing, managing/monitoring and ending a TLA, and how students may request a Review of a decision regarding a TLA.

Contacts

Registry Services is responsible for:

- Monitoring implementation across the University and its Partner Institutions
- Providing advice and assistance to staff
- Providing guidance and templates
- Procedural training
- Institutional level annual reporting

The team can be contacted by emailing: exceptionalcircumstances@canterbury.ac.uk

Faculties and Partner Institutions are responsible for:

- Operational implementation of the procedure
- Providing advice and assistance to students
- Operational training for staff
- Faculty level annual reporting

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1. Introduction

Context

- 1.1. Students are expected to plan their work so they can meet assessment deadlines/dates at the same time as any other obligations which they may have, whether study-related or otherwise.
- 1.2. It is the responsibility of all students to:
 - 1.2.1. ensure they are fit to undertake assessments; *and*
 - 1.2.2. undertake assessments as required and at the right time; *and*
 - 1.2.3. show proper diligence in the completion of all assessments; *and*
 - 1.2.4. make early use of wider University¹ support services, if necessary, to develop effective strategies for managing challenges which are commonplace (i.e. not exceptional or above and beyond the normal challenges faced by students) and not rely on a Temporary Learning Agreement (TLA) as a substitute for effective planning and personal effort; *and*
 - 1.2.5. to consider, where they experience ongoing challenging circumstances, whether an Interruption is more appropriate to their needs rather than relying upon a TLA.
- 1.3. The University recognises students may experience unexpected, medium- or long-term difficulties outside their control (and unrelated to a Disability), which adversely impact their ability to engage fully with their learning and assessment.

Purpose

- 1.4. The TLA procedure is designed to support students experiencing the type of difficulties set out in 1.3 in managing their learning and assessment alongside their personal difficulties, with the intention of

¹ Or equivalent for students at Partner Institutions.

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successfully completing their Level and / or course of study during the student's current academic year.

- 1.5. A TLA represents a formal agreement between the student and University² that covers relevant aspects of learning which may be impacted by the student's circumstances, and offers opportunities for coursework extensions and postponed time-constrained assessments (TCA) or (where necessary) deferred examinations, as appropriate.

Key Terminology and Definitions

- 1.6. A full set of definitions for key terms referred to in these procedures is available [here](#).
- 1.7. In the context of this procedure, the University defines three main time periods:
- 1.7.1. **Short-term** is something which affects a student for no more than 14 calendar days.
 - 1.7.2. **Medium-term** is something which affects a student for more than 14 calendar days and up to the duration of a Semester or Trimester.
 - 1.7.3. **Long-term** is something which affects a student for more than a single Semester or Trimester and (potentially) up to a maximum of the end of a student's current academic year.
- 1.8. In this procedure the term 'days' refers to consecutive **calendar** days unless explicitly stated as 'working days':
- 1.8.1. In the context of this procedure, both calendar and working days exclude Bank Holidays and periods of University³ business closure;
- 1.9. Where this procedure refers to 'academic year' this is the student's current academic year, unless otherwise stated. A 'Student's current Academic Year' is the period in which a student is expected to complete the current level/stage of study or their course. The boundaries of a student's academic year are defined by the course's academic calendar (including dates related to Boards of Examiners), the validated course length and the cohort intake date on which a student is registered (e.g. September, January, June).
- 1.10. Where this procedure refers to 'assessment', the same principles apply for reassessment unless explicitly stated as otherwise.
- 1.11. Where this procedure refers to Course Director, this may include equivalent Course roles and the Course Director's nominee, where appropriate. The Course Director's nominee is expected to be an appropriate member of the academic Course Team or another Course Director from the same School (where appropriate).

² And, where relevant, a Partner Institution.

³ Or Partner Institution business closure period, where relevant.

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- 1.12. Where this procedure refers to Personal Academic Tutor (PAT) this may include equivalent roles where appropriate, including equivalencies within Partner Institutions.
- 1.13. For each academic calendar, all extended and postponed assessment must be submitted/attempted by the agreed final date set for the relevant Module Board in the academic calendar applicable to the student's course.
- 1.14. Where the procedure refers to **extensions**, this is where an academic coursework deadline has been extended **to a later date in the same Semester/Trimester**. The assessment is submitted and marked in time to be considered at the relevant Module Board; **the extended date cannot be beyond the relevant Board date**.
- 1.15. Where the procedure refers to a **postponed** time-constrained assessment (TCA) (or in specific cases, examination), this is where a new assessment date is agreed **within the same Semester/Trimester** as the original scheduled assessment date. Postponed assessments must be complete and marked in time to be considered at the relevant Module Board; **the postponed date cannot be beyond the relevant Board date**.
- 1.16. Where the procedure refers to a **deferral**, this is where agreement is given to delay the examination (or in limited, specific cases TCA) **to the next designated assessment period** after the relevant Module Board (in line with the Course's academic calendar).
- 1.17. All deferral decisions (and if approved, the timing of the deferral), will be governed by the [Regulations for Taught Awards](#) Sections 13.13-13.19.
- 1.18. Where an assessment is postponed or deferred:
 - 1.18.1. **For an assessment**, the deferred attempt will remain a first attempt (i.e. without a mark cap)
 - 1.18.2. **For a reassessment**, the deferred attempt will remain a reassessment attempt (i.e. capped).

Scope

Who can and cannot receive a TLA

- 1.19. This procedure provides academic support for students with medium- or long-term difficulties unrelated to a Disability, which will directly impact more than one academic assessment.
- 1.20. A TLA may not be given in place of a [Learning Support Plan \(LSP\)](#), as it cannot offer reasonable adjustments or provide the level and type of support offered by a LSP.
 - 1.20.1. Where a student's circumstances may indicate a disability or other circumstance covered by the Equality Act 2010, but the student does not have a LSP, the PAT should:
 - 1.20.1..1. Complete a [Care & Support referral form](#) to ensure the information is appropriately shared with the Student Wellbeing Service; and

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- 1.20.1..2. Explain the support available and encourage the student to engage with the Student Wellbeing Service in agreeing a LSP or other appropriate support.
- 1.20.2. It is possible for a TLA to be put in place while a student obtains their LSP (or interim LSP), however at the point the LSP is in place, the TLA must end. The TLA **cannot** offer reasonable adjustments (including Special Arrangements).
- 1.20.3. In rare cases, it may be possible for a student to have a LSP and a TLA concurrently, see section 1.33.2.1.
- 1.21. The procedure applies to:
 - 1.21.1. all Undergraduate and Postgraduate Taught courses; *and*
 - 1.21.2. all courses delivered by the University and its collaborative Partner Institutions (unless otherwise formally agreed).
- 1.22. It can apply to students studying modules for the first time and those completing Reassessment with Attendance, where they meet the criteria for a TLA.
- 1.23. It does not apply to Postgraduate Research students.
- 1.24. It does not apply to students who are not actively studying, for example those on Interruption.
 - 1.24.1. Should a student with an agreed TLA interrupt from the academic year to which the TLA applies, that TLA will end on the date the interruption is agreed and processed. The TLA will not automatically resume on the student's return; should the student wish to request a TLA on their return, a new TLA would need to be agreed on their return.
- 1.25. A TLA is an individual student support agreement, and cannot apply to a group.
 - 1.25.1. Where a University-wide disruption to learning, assessment or other institutional services has occurred which may have impacted a cohort, group or all students, a common approach will be determined by the University and applied to all affected students, in order to ensure equity.
- 1.26. Where a student's course includes modules taught by more than one subject area (for example combined honours), at all stages of this procedure it is required that both subject areas will be involved to ensure consistency of support and decision-making across both subject areas. For a TLA to be put in place both subject areas must agree to this, and a student **must not** have a TLA agreed in only one of their two subjects, or have a different TLA agreed for each subject area.

What can and cannot be covered by / offered through a TLA

- 1.27. A TLA may cover individual formative and summative academic assessments, and (where appropriate) reassessment deadlines.
- 1.28. A TLA cannot be applied to:

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- 1.28.1. Retrospective assessment deadlines, i.e. any deadline that occurred before the date of the TLA development discussion, including where the attempt has already been presented to and agreed by a Board of Examiners;
 - 1.28.2. Assessments already submitted / attempted;
 - 1.28.3. Attendance or engagement requirements⁴;
 - 1.28.4. Arrangements or requirements for placements, or to practice-based assessments (although they can apply to any academic assessments that arise from placements).
 - 1.28.5. Requirements associated with non-academic elements of an Apprenticeship course.
- 1.29. A TLA may include extensions to individual coursework deadlines, postponement of an individual time-constrained assessment (TCA) or, in rare cases (in line with section 11) deferral of an individual assessment.
- 1.29.1. This may include deadlines/dates previously extended or postponed through Exceptional Circumstances, where appropriate.
- 1.30. There may be some assessments where academic or professional restrictions make it impossible or unfeasible to offer extensions or postponements (for example, 13.1). In these circumstances the student must be clearly informed of this restriction at the point of TLA development.
- 1.31. For group work assessment, the following principles apply:
- 1.31.1. If the group assessment involves submission of individual pieces of coursework (or an individual product / assessment activity), a TLA may include an extension or postponement of the student's individual deadline / date (all other members of the group are required to submit on the scheduled deadline).
 - 1.31.2. If the group assessment requires a single group submission / product / assessment activity, an extension, postponement or deferral of the group deadline it is not permitted through the TLA Procedure.
 - 1.31.2..1. Where appropriate, a TLA development (or review) discussion should either agree how the student will be supported in continuing to meet the original group deadline or, if available (and appropriate) that they will complete an alternative individual Module assessment, where one has been agreed in the Course validation.
- 1.32. A TLA **may not**:
- 1.32.1. Alter or exempt a student from the attendance requirements relevant to their Course or, where applicable, Student Route Visa status⁵; *or*
 - 1.32.2. Make changes to academic marks awarded; *or*
 - 1.32.3. Alter the learning outcomes to be achieved by an assessment; *or*
 - 1.32.4. Alter the mode of assessment (unless a validated alternative exists for the Module); *or*

⁴ As set out in the University's attendance and engagement guidance and requirements.

⁵ See the UKVI Sponsored Students Attendance & Engagement guidance for details.

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- 1.32.5. Extend the duration of an examination or TCA; *or*
 - 1.32.6. Agree Special Arrangements or Reasonable Adjustments⁶; *or*
 - 1.32.7. Allow a student to initiate distance learning or otherwise change their registered mode of study⁷; *or*
 - 1.32.8. Agree changes to modules or the student's registered Course/Pathway/Route⁸; *or*
 - 1.32.9. Extend a student's maximum period of registration on a course or level of study⁹; *or*
 - 1.32.10. Change reassessment (confirmed by a Board of Examiners) to first (uncapped) assessment.
- 1.33. The following circumstances fall outside this procedure, and must be taken through the appropriate alternative procedure (or route):
- 1.33.1. **Short-Term, Exceptional, Unexpected Difficulties:** The [Exceptional Circumstance procedure](#) offers support in these circumstances, where a student meets the relevant criteria. The student must make a request using the appropriate form, within the required timeframe.
 - 1.33.1..1. Students with an agreed TLA may make an Impaired Performance request if they believe an additional short-term issue, unrelated to their TLA reason(s) impacted their performance. They **may not** use an Exceptional Circumstance to further extend, postpone or defer assessment already extended/postponed/deferred via their TLA.
 - 1.33.2. **Reasonable Adjustment:** Where a student believes they may have a disability and would like reasonable adjustments to be made, they must make contact with the Student Wellbeing Service (or in the case of students at Partner Institutions, with the relevant designated staff member) in order to discuss and agree these adjustments and formalise a Learning Support Plan ([LSP](#))¹⁰.
 - 1.33.2..1. For students with LSPs already in place, should they experience an additional medium-term issue unrelated to their LSP condition, it may be appropriate for a TLA to be put in place to provide additional academic support during the affected period. The discussion whether to develop a TLA alongside a LSP must be jointly had between the Course Team and relevant Student Wellbeing Service team, to ensure all relevant factors are considered.
 - 1.33.3. **Material Administrative Error in relation to assessment:** students must report concerns of this nature as soon as possible, directly to either the relevant office of the Registry or their Course/School, dependent on which area is responsible for organising the assessment.

⁶ This is only possible for students with a disclosed Disability, through an LSP.

⁷ To request a change in mode of study, students must complete the Changes to Study process. Requests will only be approved where a validated alternative mode of study is available for the course and the student is eligible for that route.

⁸ To request such changes, students must complete a Changes to Study process.

⁹ This decision can only be taken through the Notwithstanding the Regulations process.

¹⁰ Or equivalent, where developed with a Partner Institution.

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2. Eligibility criteria for a TLA

- 2.1. A student must be actively studying to be eligible for a TLA.
- 2.2. As a TLA is an agreement between the student and University¹¹, the student must be able to sufficiently engage with the TLA development and agreement process to be eligible for a TLA. A TLA cannot be put in place without direct and active involvement by the student in the discussion.
 - 2.2.1. Should a student be unable to engage in the discussion and agreement process, they should be advised of any other appropriate support options (for example Interruption).
- 2.3. For a TLA to be developed, the issue must be identified early enough in the student's current academic year for a TLA to be of value.
 - 2.3.1. Where a TLA is requested close to the end of a student's current academic year, it is unlikely a TLA will be possible and the student should be provided with advice about other options, as appropriate¹².
 - 2.3.2. It may be appropriate for a TLA to be developed for the next academic year, however this discussion would need to take place at the start of that year as a TLA cannot be agreed before the start of the academic year to which it applies.
- 2.4. A TLA will only be developed where the student meets all of the following criteria:
 - 2.4.1. The student's circumstances are (or are likely to) last for a medium- or long-term period (as defined in this procedure), and do not relate to a Disability (unless 1.33.2.1 applies); *and*
 - 2.4.2. The reason is exceptional, unexpected, outside their control, and meets one or more of the reasons listed by the University as acceptable for development of a TLA (see section 17); *and*
 - 2.4.3. The reason has (or is likely to have) a demonstrable negative impact upon the student's ability to engage fully with their studies and complete assessment as scheduled during the affected period; *and*
 - 2.4.4. The student has supplied appropriate supporting evidence, which sufficiently demonstrates the reason and that meets criteria 2.4.1-3 and section 3.
- 2.5. The University will not agree to put in place a TLA where the student's support needs can otherwise be met through another more appropriate procedure.
- 2.6. The University recognises there may be cases where a student's reason or available evidence does not clearly meet the criteria in 2.4, but the PAT¹³ and Course Director(s) believe a TLA may be appropriate. In such cases the matter must be referred to the Faculty Panel for consideration. The

¹¹ Or Partner Institution, where relevant.

¹² For example, using Exceptional Circumstances for a specific affected assessment, considering whether interruption is more appropriate, referral to Student Wellbeing Service for a LSP for the next year, or using an Academic Appeal for module results recently agreed.

¹³ Or equivalent role within a Partner Institution.

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Panel will confirm one of the following courses of action, which the PAT and Course Director(s) will then communicate to the student:

- 2.6.1. That further information / evidence is required before a TLA can be developed, including details of what could / should be supplied and a timeframe for doing so; *or*
- 2.6.2. The reason / evidence does not meet the criteria for a TLA (and 2.6.1 does not apply), and a TLA is therefore not possible. In this case the student will be provided with information about any alternative available support options.

3. Criteria for Supporting Evidence

- 3.1. A TLA must be supported by appropriate evidence. A TLA **cannot** be agreed where no evidence is provided.
- 3.2. The evidence provided in support of a TLA must be:
 - 3.2.1. in the form of documentation (i.e. not video or audio files); *and*
 - 3.2.2. from a professional source; *and*
 - 3.2.3. name the student or (where the issue relates to a third party) clarify the relationship of that individual to the student; *and*
 - 3.2.4. dated and recent enough to clearly apply to the student's current academic year and point of TLA development; *and*
 - 3.2.5. sufficiently demonstrate the student's reason and that it is (or is likely to be) medium- or long-term.
- 3.3. Professional sources of evidence can vary and should be appropriate to the reason. They can include statements from:
 - 3.3.1. Agreed support action records held by the University within one of its systems.
 - 3.3.2. University Student Wellbeing Service or Chaplaincy staff, where the student has already been receiving support from either area regarding the issue affecting them;
 - 3.3.3. An employer;
 - 3.3.4. An external body, such as registered Charities or the Citizens' Advice Bureau;
 - 3.3.5. A community or faith leader.
- 3.4. Evidence provided in support of a TLA **may not** be:
 - 3.4.1. solely from a parent, partner or friend.
 - 3.4.2. verbal or anecdotal.
 - 3.4.3. dated substantially prior to the student's current academic year.
 - 3.4.4. solely in the form of newspaper articles, social media postings, appointment cards (where the reason for the visit is not specified), photocopies (or scanned copies) of over-the-counter medications or photographs of a personal nature.

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- 3.5. If a student wishes to ask for evidence already held within the University to be used as the basis for a TLA, or added as additional evidence, they must specifically request this and provide clear information about what evidence they wish accessed and from whom/where.
- 3.6. The University will not seek evidence from outside the University (from an individual or organisation) on a student's behalf.
- 3.7. Where a student is providing evidence that relates to a living person other than themselves (for example to demonstrate caring responsibilities), they must provide confirmation of that person's permission for the evidence to be shared with the University for the purposes of TLA consideration¹⁴.

4. Length of time a TLA may be in place

- 4.1. A TLA is not designed to be a permanent arrangement. It is intended to cover the period affected by the circumstances for which it was initiated.
 - 4.1.1. Where a student may have a permanent or serious long-term medical or psychological condition requiring long-term/permanent adjustments, but does not have an agreed LSP, the student should be referred to the Student Wellbeing Service to discuss and agree a LSP. This should be done using the [Care & Support form](#).
- 4.2. A TLA must have a clear and specific agreed start and end date, agreed at the point of development.
- 4.3. The University expects the majority of TLAs will exist for one Semester or Trimester.
 - 4.3.1. Where agreed as appropriate, a TLA might be in place for more than one Semester / Trimester, or (in rare cases) up to the end of the student's current academic year as a maximum.
- 4.4. A TLA may not go beyond the end of the student's current academic year¹⁵.
 - 4.4.1. If a student's circumstances persist beyond the end of their current academic year, it may be appropriate for a new TLA to be agreed for a subsequent academic year. In such cases a new TLA must be developed and agreed at the start of the new year, after a discussion to ensure it remains the appropriate option for the student's circumstances.
 - 4.4.2. Where the PAT and Course Director(s) determine a TLA is no longer appropriate and another option (such as a LSP or Interruption) would be more appropriate to the student's

¹⁴ Unless GDPR exceptions apply, see [TLA webpage guidance](#) for more details.

¹⁵ Depending on the student's course length and intake cohort, their current academic year may cross standard academic year boundaries (e.g. January–January or June–June), and in such cases the TLA may continue beyond the end of August, but not beyond the end of *the relevant calendar and intake cohort's academic year*.

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circumstances, they will not develop a new TLA and will confirm this to the student, providing advice about how to access the appropriate route.

5. Step 1 – Personal Academic Tutor - Initial discussion to determine if a TLA is a viable support option

- 5.1. A TLA may be requested by a student.
 - 5.1.1. All requests must be considered by the Course Team in line with this procedure;
 - 5.1.2. A PAT and/or Course Director is not obliged to develop a TLA, and will only do so where the student meets the criteria set out in this procedure, it is considered the most appropriate support option for their circumstances, and it is early enough in the year to be of value.
- 5.2. Where appropriate, a TLA may be recommended to a student by the Course Team. Circumstances which may lead to such an offer being made include, but are not limited to:
 - 5.2.1. Tutorial discussions between the PAT and student;
 - 5.2.2. Other discussions about academic progress between the student and a member of the Course Team or Faculty;
 - 5.2.3. As a result of engagement (or attendance) discussions;
 - 5.2.4. Where a medium- or long-term issue (unrelated to Disability) is identified in an Exceptional Circumstance request.
- 5.3. A student is not obliged to take up the offer of a TLA; they may decline to have a TLA at any point in the process. **NB:** *a record of the student's decision should be held by the Course Team in line with the [Student Privacy Notice](#).*
- 5.4. A TLA cannot be initiated by a third party on behalf of a student, except where 5.2 applies.
 - 5.4.1. If a student is incapacitated (or otherwise unable to directly contact their Course team) and unable to engage with their studies or the TLA process, it is not possible to develop/agree a TLA. Where such cases are reported to the University by a third party, such as the student's Trusted Contact, this should be recorded and referred to the Student Wellbeing Service through the [Raising a Concern form](#) and dealt with through alternative processes.
- 5.5. An initial discussion with the student about the TLA request/offer will normally be undertaken by the PAT¹⁶.
 - 5.5.1. Where the student's course includes modules taught by more than one subject area (for example combined honours), the PAT must liaise with the named academic contact for the

¹⁶ Or equivalent role, including for relevant Partner Institutions.

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other subject in determining if a TLA is to be developed. Where appropriate, the initial discussion may take place between the student, PAT and named academic contact jointly.

- 5.6. Where a TLA is requested by a student, the University should ensure a discussion to determine if it is the appropriate option occurs as soon as is possible after that point, and normally no more than 10 working days after the request (or 5.2 offer) date.
 - 5.6.1. It is expected the PAT will discuss with the student all relevant support options in order to enable the student to make an informed choice as to whether a TLA is appropriate for their current circumstances.
 - 5.6.2. The discussion can take place in person or virtually (e.g. by phone, MS Teams). In light of the nature of the discussion, it is expected only in rare cases would it take place solely by email.

6. Step 2 – Personal Academic Tutor - Developing a draft TLA

- 6.1. A draft TLA will be developed where the PAT and Course Director(s) are satisfied the student meets the criteria to do so and it is the most appropriate support option at that point.
 - 6.1.1. It is expected the TLA draft will be developed as soon as possible after agreement to do so is reached (normally within 10 working days of that date).
 - 6.1.2. TLA development should include discussion of appropriate support from relevant professional services teams, and the agreed plans for this should be recorded in the [Care & Support form](#).
 - 6.1.3. A student may not have separate TLAs for different modules; a single TLA draft must cover all affected modules.
 - 6.1.4. Where the student's course includes modules taught by more than one subject area, both subject areas must agree to a TLA being developed and it must cover both subject areas¹⁷.
- 6.2. The PAT¹⁸ is normally responsible for drafting the TLA (ensuring it meets all requirements in section 6). The TLA must be developed in discussion with the student.
 - 6.2.1. A TLA cannot be developed without the direct engagement of the student in that process.
 - 6.2.2. A TLA cannot be developed with a third party on behalf of a student.
 - 6.2.3. The initial discussion and drafting of a TLA can occur in a single discussion or separately.
- 6.3. The discussion can take place in person or virtually (e.g. MS Teams). Given the nature of the discussion, it is expected only in rare cases would it take place solely by email.

¹⁷ Should there be any disagreement between subjects as to the development of a TLA, the matter should be referred to the Faculty Panel for an arbitration decision.

¹⁸ Or equivalent. For students undertaking courses with a Partner Institution, the PAT (or equivalent) and Course Director may also liaise with the University Academic Link Tutor, where appropriate.

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- 6.4. The PAT must ensure appropriate supporting evidence is provided by the student and it is added to the draft TLA.
- 6.5. Where the student is on a Student Route Visa, the PAT must liaise with the University's Compliance Team to clarify what (if any) requirements might need to be considered to ensure the student continues to meet their visa requirements and the UKVI Sponsored Students Attendance & Engagement guidance.
- 6.6. Following development of the draft TLA, the PAT must refer it to the relevant Course Director(s) for review, and where appropriate agreement (see Section 7).

Setting TLA parameters

- 6.7. A TLA must have clear parameters set from the outset, which (wherever possible) take into account the needs of the student and the requirements of their Course, including:
 - 6.7.1. Any restrictions or requirements associated with Professional Statutory Body Requirements (PSRB) or Apprenticeships;
 - 6.7.2. The Course's Academic Calendar, Board of Examiner dates and other relevant information¹⁹.
- 6.8. The main parameters which must be included in a draft TLA are:
 - 6.8.1. The reason(s) for the TLA.
 - 6.8.2. A specific start date.
 - 6.8.2..1. This is normally expected to be a future date, after the development discussion.
 - 6.8.2..2. It may be no earlier than the date of the initial request for / offer of a TLA.
 - 6.8.3. A specific end date.
 - 6.8.3..1. This will normally be the end of the current Semester or Trimester, and should be commensurate with the length of time the issue(s) is expected to impact the student (taking into account the relevant Course and academic calendar dates).
 - 6.8.3..2. It may not go past the end of the student's current academic year.
 - 6.8.4. The first review discussion date.
 - 6.8.4..1. All review discussion dates for the duration of the TLA can be set in the draft, if appropriate.
 - 6.8.5. A list of any assessments that **cannot** be extended / postponed / deferred through the TLA (for example group submissions or performances, see 1.31), and what support will be provided to the student in meeting the scheduled date(s)²⁰.
 - 6.8.5..1. The reason why extension/postponement cannot be offered must be clearly explained to the student during the TLA development discussion.
 - 6.8.6. A list of any coursework deadline extensions or postponed TCA dates (as per 6.10-22).

¹⁹ This might include fee liability points, last dates for interruption and placement / practice dates.

²⁰ Or in completing an alternative individual assessment for the module, where this option has been agreed in the course validation.

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- 6.8.6..1. This may not include any deadlines / dates which occurred prior to the TLA discussion date.
- 6.8.7. In rare cases, details of any assessment where a deferral is being requested (along with details of why that request is being made).
- 6.8.8. Information about any other relevant academic or non-academic support.
- 6.9. The PAT must ensure the student is clear the TLA will only be actively implemented once step 3 is complete (see section 7).

Principles for extending individual coursework deadlines

- 6.10. The extension of any coursework assessment through a TLA should ensure the student can still complete the assessment so the mark is presented to the relevant Module Board (see 1.13), and wherever possible avoid bunching of deadlines (particularly, close to the end of a Semester / Trimester).
- 6.11. When developing the TLA students may be given an initial 14 calendar day extension (from the original deadline date) for a coursework assessment, where required.
- 6.12. If a student believes they may be unable to meet the new agreed TLA deadline (6.11) they must contact their PAT (or equivalent role) **before** that deadline to request consideration of a further extension.
 - 6.12.1. Requests received **after** the deadline will be considered 'late' and will not be agreed. The student may request a Review of the decision as per Section 15.
- 6.13. The PAT will consider the request (6.12) and where there is sufficient reason (and as appropriate, evidence) to support the further extension, will agree an additional, final 14 calendar day extension (i.e. 28 days extension in total from the original scheduled deadline for the assessment).
 - 6.13.1. A request for a further extension will not be agreed by the PAT where there is not good reason to do so.
 - 6.13.2. Where the request is declined, the PAT must confirm the reason to the student and ensure they are aware of the implications should they not submit/attempt on the required date. The student may request a Review of the decision as per Section 15.
- 6.14. In all cases where 6.13 is applied, an extended deadline must ensure the work is marked and the mark is available in time for the relevant Module Board (see 1.13).
 - 6.14.1. In cases where it is not possible to offer the full second 14 days extension and meet the Module Board timings, the PAT may offer a second extension of less than 14 days.
 - 6.14.2. In **rare** cases, where it is not possible to give the second 14-day extension and 6.14.1 is not feasible/appropriate, a request could be made to the Course Director for consideration of a deferral (section 11). Deferral of coursework would **only** be considered where:
 - 6.14.2..1. The PAT agrees the student's circumstances meet the TLA deferral criteria; *and*

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- 6.14.2..2. The course calendar does not include sufficient time to offer the second extension and still have the mark available for the Module Board (see 1.13 and 6.14.1); *or*
- 6.14.2..3. In extraordinary cases, if the student has an evidenced reason which requires a deferral rather than a second 14-day extension (but which will not stop them effectively continuing to engage in study).
- 6.14.3. Where 6.14.2 applies but the PAT **does not** agree the student meets the deferral criteria they will confirm the reason to the student and:
 - 6.14.3..1. Where possible, apply 6.14.1; *or*
 - 6.14.3..2. Will confirm to the student the existing TLA deadline stands and ensure they are aware of the implications should they not complete the assessment on the required date. The student may request a Review of the decision as per Section 15.
- 6.15. All extended deadlines in a TLA are firm. If a student misses a TLA coursework deadline the standard late penalty procedure for their Course of study will apply.
- 6.16. Students may not use the Exceptional Circumstance procedure to request a further extension of a TLA assessment deadline.

Principles for postponing TCA (and, in specific cases, examination) dates

- 6.17. A TLA may agree a TCA (or in specific cases, an examination) is **postponed** to a later date in the same Semester/Trimester on one occasion.
- 6.18. For examinations (or TCAs that cannot be postponed) a request can be made by the PAT to the Course Director for consideration of a **deferral** (see section 11), where they agree the student meets the criteria.
- 6.19. In extraordinary cases, if a student believes they may be unable to attempt the assessment on the postponed date they must contact their PAT **before** that date to request consideration of a final, further postponement.
 - 6.19.1. Requests received **after** the assessment date will be considered 'late' and will not be agreed. The student may request a Review of the decision as per Section 15.
- 6.20. The PAT will consider the request and where there is sufficient reason (and as appropriate, evidence) to support a further postponement of the assessment may agree to this, provided the assessment can be completed prior to the Module Board (see 1.13).
 - 6.20.1. If it is not possible (or feasible) to offer a further postponement in advance of the Module Board, the PAT may make a request to the Course Director for consideration of a deferral (section 11) where the student meets the criteria.
 - 6.20.1..1. Where the student does not meet the TLA deferral criteria the PAT will confirm the reason to the student and ensure they are aware of the implications should they not

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complete their attempt on the required date. The student may request a Review of the decision as per Section 15.

- 6.21. All postponed assessment dates agreed in a TLA are firm. If a student does not attempt the assessment on the agreed date, the standard late penalty procedure for their Course of study will apply.
- 6.22. Students may not use the Exceptional Circumstance procedure to request a further postponement (or deferral) of a TLA postponed / deferred TCA or examination date.

7. Step 3 – Course Director - Agreeing a TLA

- 7.1. The decision whether to agree a TLA (and therefore permit its implementation) is taken by the Course Director, or equivalent.
- 7.2. After a complete draft TLA has been developed, it (along with the supporting evidence for the TLA) must be referred to the Course Director.
- 7.3. In reaching their decision, the Course Director will consider whether:
 - 7.3.1. The reason(s) and supporting evidence meet the criteria set out in this procedure.
 - 7.3.2. All required steps of the drafting process have been completed.
 - 7.3.3. That clear, appropriate parameters have been set in line with the procedure (and overall Course requirements, including any PSRB requirements).
 - 7.3.4. All extended or postponed assessment deadlines/dates are in keeping with the Course's academic calendar and Board of Examiner timings (see 1.13).
 - 7.3.5. Any deferral requests proposed meet the criteria.
- 7.4. Having reviewed the draft TLA the Course Director(s) will either:
 - 7.4.1. Agree the TLA in full.
 - 7.4.2. Require adjustments are made to the TLA before it is agreed.
 - 7.4.3. Decline the TLA.
- 7.5. The Course Director(s) will confirm their decision to the PAT, including (where appropriate) details of any adjustments to be made to the draft or reasons for declining to agree the TLA.
 - 7.5.1. Where a TLA is declined, the student may request a Review of the decision as per Section 15.
- 7.6. The PAT is responsible for informing the student of the Course Director(s) decision.
- 7.7. Where adjustments are required to the TLA, after these have been discussed with the student and the draft updated, the PAT will return a revised draft TLA to the Course Director(s) for review and a final decision.

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- 7.8. Where a TLA is agreed, the PAT will ask the student to formally confirm they accept the TLA, the parameters set out in it and that they will abide by their responsibilities in relation to the TLA (see section 13).
- 7.9. The student is expected to formally confirm their acceptance of the TLA within 7 calendar days of the PAT's request.
- 7.10. After the student has accepted the TLA, the PAT will ensure the TLA is implemented in line with Section 8.
- 7.11. Should the student fail to formally accept their TLA in the required timeframe, the TLA will not be implemented.
 - 7.11.1. The PAT must notify the student of this fact and confirm original scheduled assessment deadlines and dates will now apply, as the TLA deadlines/dates are considered void.
 - 7.11.2. If the student responds after the above communication, to confirm their acceptance of the TLA, the PAT will refer the matter to the Course Director(s) who will determine whether it remains possible to implement the TLA (based on when in the Semester/Trimester/academic year the confirmation is received).
 - 7.11.2..1. Where it is agreed the TLA can be implemented, the Course Director(s) will confirm any changes required to the original TLA (including removal of any assessments deadlines which have passed).
 - 7.11.2..2. Where it is determined the TLA cannot be implemented, the Course Director(s) will confirm the reason and the PAT will notify the student, advising them of any alternative support options available.
 - 7.11.2..3. If a Course Director(s) feels advice is required about whether a TLA is too late to be implemented, they may refer the case to Faculty Panel for a decision (see section 12).

8. Step 4 – Personal Academic Tutor - Implementing an agreed TLA

- 8.1. Once a TLA has been agreed and accepted by the student, the PAT is responsible for:
 - 8.1.1. Providing a copy of the agreed TLA to the relevant Course Administrative team(s); *and*
 - 8.1.2. Where appropriate, providing a copy of the agreed TLA to the named academic contact for the student's other subject; *and*
 - 8.1.3. Informing relevant Module Leaders of any extended deadlines/postponed (or deferred) assessment in the TLA.
 - 8.1.4. For Partner Institutions, informing the relevant University International Partnership or UK Partnership team of the TLA agreement and any extended deadlines/postponed (or deferred) assessment.
 - 8.1.5. For Student Route students, informing the Compliance Team of the TLA's agreement.
- 8.2. On receipt of an agreed TLA, the Course Administrative team(s) will ensure:
 - 8.2.1. a record of the TLA is held by the Faculty; *and*

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8.2.2. all administrative arrangements are undertaken to support the TLA²¹

9. Step 5 – Personal Academic Tutor - Managing and Monitoring an agreed TLA

Purpose, timing and frequency of review discussions

- 9.1. The responsibility for monitoring and managing a student's engagement with their TLA will normally sit with the PAT.
- 9.2. To support this monitoring and management activity, the PAT is required to conduct regular review discussions with the student. The purpose of a review is to:
 - 9.2.1. ensure a TLA remains appropriate to the student's circumstances and support needs and, where appropriate, discuss alternative options (such as Interruption), or ending the TLA (where the student's issues have resolved); *and*
 - 9.2.2. check on the student's progress in meeting, or preparing to meet, assessment deadlines / dates agreed in the TLA; *and*
 - 9.2.3. check whether the student has accessed academic and/or non-academic support as recommended in the TLA; *and*
 - 9.2.4. ensure the student is meeting all other responsibilities in relation to the TLA.
- 9.3. The first review date will be set as part of the TLA development. Dates for subsequent review discussions can be agreed as part of the TLA development or during the first review.
- 9.4. The number and frequency of review discussions should be determined by the length of time the TLA is in place for and the student's circumstances, however at a minimum a PAT is required to complete a review discussion at the following points:
 - 9.4.1. Prior to completion of each Semester/Trimester during the duration of the TLA. This is to:
 - 9.4.1..1. check on the student's progress in completing their Module assessments in time for consideration at the relevant Module Board; *and*
 - 9.4.1..2. check whether the TLA is still required for the subsequent Semester/Trimester (or reassessment period, where completed in that academic year).
 - 9.4.2. Prior to the agreed end date for the TLA. This is to:
 - 9.4.2..1. agree arrangements for ending the TLA where it is no longer required; *or*
 - 9.4.2..2. where appropriate (and possible in relation to the end of the student's current academic year), to discuss an extension to the TLA end date is referred to the Course Director(s) in line with 9.5

²¹ Where the administrative team sits within a Partner Institution, this action will include ensuring relevant information is shared with appropriate University teams.

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- 9.5. If an extension to the TLA end date is proposed following a review discussion, the PAT must seek agreement from the Course Director(s) for that end date extension (in line with Section 7). It is expected that extensions to end dates should only occur in exceptional cases.
 - 9.5.1. Where the Course Director(s) agrees to the extended end date, the PAT will update the TLA and ensure all steps in 8.1 are followed, as appropriate, in updating the records of the student's TLA.
 - 9.5.2. Where the Course Director(s) declines the proposal to extend the end date, the PAT will notify the student of the decision (and reason). The student may request a Review of the decision as per Section 15.
- 9.6. A PAT may require a student to attend an earlier than scheduled or additional review discussion where:
 - 9.6.1. they have concerns about the student's engagement with learning or assessment, or about their wellbeing; *or*
 - 9.6.2. the student is not meeting their TLA responsibilities (including meeting assessment deadline/dates).
- 9.7. A student may request an earlier or additional review discussion if they wish to:
 - 9.7.1. identify a change in their circumstances which may require a change to their TLA; *or*
 - 9.7.2. discuss concerns about meeting a TLA deadline / date, or an assessment deadline /date not previously extended/postponed through the TLA (in line with 6.10-22).
- 9.8. A student may request to reschedule a review discussion. The request must be made wherever possible in advance of, and no later than the review date. The student should provide a reason and a proposed new date (within a reasonable period of the original review date).
 - 9.8.1. The PAT may agree to the request where the reason is acceptable and the new date is appropriate (and feasible). Where the student's proposed date is not feasible, the PAT and student will agree a mutually acceptable date.
- 9.9. If a student fails to attend a scheduled review discussion without prior notification (as per 9.8), the PAT will write to the student to confirm:
 - 9.9.1. Attending review discussions are a requirement of the TLA; *and*
 - 9.9.2. give a new date for the review discussion, normally no more than 7 days in the future; *and*
 - 9.9.3. warn the student that failure to attend (or make a request as per 9.8) may result in their TLA being ended prior to the current agreed 'end date'.
- 9.10. Where the student attends the new review date, the PAT will discuss with the student what prevented them attending or contacting the PAT in advance to rearrange the discussion, and what steps the student will take to avoid future issues.

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- 9.11. If the student fails to attend the new review date (or contact the PAT under 9.8), the PAT must notify the Course Director(s), who will then consider whether to end the TLA (section 10) and/or whether any other University procedures are required (for example Raising a Concern or student attendance and engagement processes).

Where a student is not meeting their TLA responsibilities

- 9.12. Where a student is not meeting their TLA responsibilities, including meeting TLA assessment deadlines / dates, the PAT will require the student to engage in a review discussion to establish what the reason for non-compliance is.
- 9.13. Where the student engages with the review discussion the PAT will discuss and agree with the student whether a TLA remains appropriate to their circumstances or if an alternative support option is more appropriate (for example, interruption).
- 9.13.1. Where the TLA remains appropriate, the PAT and student will agree any additional support required, any implications of their recent non-engagement (e.g. where missed assessment will be classed as a non-submission), and how the student will ensure they meet their TLA requirements going forward.
- 9.13.1..1. If, after the above discussion, the student continues not to meet their TLA requirements, the PAT should follow section 10.3.
- 9.13.2. Where an alternative support route is more appropriate, the PAT will provide details of how to access the relevant route and take steps to end the TLA, as set out in Section 10.
- 9.14. If a student fails to attend or respond to the requirement for a review discussion, the PAT must follow section 10.3.

10. Step 6 – Personal Academic Tutor - Ending an agreed TLA

- 10.1. Where a TLA end date is reached and the TLA is no longer required, the PAT will confirm the TLA has concluded, and notify the Course Director(s) and Course Administrative team. Where appropriate, the PAT will also notify relevant Module Leads.
- 10.2. Where, before the TLA end date, a student identifies to the PAT they no longer require the TLA (for example their circumstances have resolved, or they have decided to Interrupt), the PAT will:
- 10.2.1. Agree with the student the date on which the TLA will end, and any implications for assessment due after that date; *and*
- 10.2.2. Update the TLA end date and notify the Course Director(s), Course Administrative team and relevant Module Leads.
- 10.3. Where a student is not meeting their TLA responsibilities and has failed to engage with the PAT to address this issue (9.6-11 or 9.12-14), the PAT will notify the Course Director(s) in a timely fashion of the issue(s). The Course Director(s) will review the information and reach one of the following decisions:

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- 10.3.1. Another University procedure should be undertaken, such as Raising a Concern and/or beginning action under the Student Attendance and Engagement approach; or
- 10.3.2. Refer the matter to the Faculty Panel for a decision on whether to terminate the TLA.

11. TLA assessment deferrals

- 11.1. The deferral of assessment will only be agreed in exceptional cases, as a TLA should ensure wherever possible a student completes their Module assessments in time for consideration at the relevant Module Board.
 - 11.1.1. Only in **very rare cases** would a deferral apply to a coursework assessment.
 - 11.1.2. Students must be made aware that deferrals may lead to delays in confirmation of Module results, and in some instances decisions on their progression or award²².
- 11.2. The decision whether to recommend a TLA deferral to the relevant Board of Examiners sits with the Course Director.
- 11.3. Where a student requests a deferral, if the PAT²³ believes the student meets the criteria in 11.4 they will refer the request to the Course Director for consideration, providing relevant information to support their decision-making.
- 11.4. To be eligible for a deferral, the Course Director must be satisfied the student meets all of the following criteria:
 - 11.4.1. The student has demonstrated a recent worsening or change to their circumstances OR an additional issue (unrelated to their original TLA reason), which has (or is likely) to prevent them completing the assessment(s) by the current TLA date; *and*
 - 11.4.2. It is not possible (or reasonable) for the student to be given a later deadline/date in the same Semester/Trimester, in advance of the relevant Module Board; *and*
 - 11.4.3. The student has met their TLA responsibilities in relation to timely, regular contact with the PAT and engagement with TLA deadlines/dates, as far as possible; *and*
 - 11.4.4. The student has engaged sufficiently with their teaching and learning for the Module, and assessment, for them to be successful were a deferral granted; *and*
 - 11.4.5. There is a future formal assessment period available in the current academic calendar to which the assessment can be deferred; *and*
 - 11.4.6. The deferral is in line with the Regulations for Taught Awards.
- 11.5. Where the Course Director agrees the student meets the criteria in 11.4, the PAT will:

²² Additionally, for students subject to visa requirements, delayed results (particularly where this occurs close to the end of their course), could impact upon their visa requirements and/or application to the Graduate Route.

²³ For Student Route visa students, the PAT must undertake checks with the University's Compliance team before referral to the Course Director(s), to ensure factors relating to visa requirements are considered.

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- 11.5.1. update the TLA to reflect this decision; *and*
 - 11.5.2. notify the relevant Module lead and Course Administrative Team (and, for Partner Institutions, the relevant University International Partnership or UK Partnership team); *and*
 - 11.5.3. inform the student, ensuring they are clear the deferral must be agreed by the Board of Examiners before it is implemented, and of the Regulations on deferrals; *and*
 - 11.5.4. ensure the student understands the implications (academic and financial, as appropriate) of deferrals on confirmation of their Module results, progression and/or award, as appropriate; *and*
 - 11.5.5. discuss with the student, how they will be supported in managing the deferred assessment alongside any modules being completed in the next Semester/Trimester, or alongside reassessment (where appropriate).
- 11.6. Where the request is declined by the Course Director, the PAT will confirm the reason to the student and ensure they are aware of the implications should they not submit/attempt the assessment on the scheduled date. The student may request a Review of the decision as per section 15.
- 11.7. Where 11.5 applies, the Course Administrative team (or for Partner Institutions, the relevant University International Partnership or UK Partnership team) are responsible for ensuring the deferral is recorded in SITS and presented to the Module Board.

12. Faculty Panel TLA responsibilities

- 12.1. The Faculty Panel has two main roles regarding TLAs: oversight for TLA procedure implementation across the Faculty, and (where requested) arbitration on complex TLA cases.

Oversight

- 12.2. The Panel will receive all agreed TLAs in order to:
- 12.2.1. Provide advice and feedback to Course teams on TLA implementation; *and*
 - 12.2.2. Consider matters of consistency and good practice across the Faculty, to inform future practice.
- 12.3. While a Panel will not normally override an agreed TLA, where they determine an issue exists in the arrangements, they may require updates are made to bring the TLA in line with the procedure (or relevant Regulation) or, where appropriate, require the end date is brought forward / not extended beyond its current date.
- 12.4. The Faculty Panel will undertake oversight analysis of TLA implementation (overall) at regular points during an academic year for the purposes of Faculty level reporting.

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Arbitration

- 12.5. Where a Course Director(s) wishes to request a decision about a TLA is taken by the Panel, they must refer it to the Panel Administrator in a timely fashion, and with all necessary information to support the Panel in reaching its decision.
- 12.6. The Panel will take an arbitration decision in the following cases:
- 12.6.1. Where a student is unable to provide sufficient information/evidence to support TLA development, but the PAT and Course Director(s) wish to request a TLA can be developed; *or*
 - 12.6.2. Where a student did not agree the TLA within the required timeframe and a decision is required on whether it is too late to now be implemented; *or*
 - 12.6.3. Where a student has not met their TLA responsibilities and a decision is required on whether to terminate the TLA.
- 12.7. The Panel's arbitration decision will be binding on the Course Team and student.
- 12.8. The Faculty Panel Administrator will confirm the decision to the Course Director(s), who will communicate it to the PAT and student.
- 12.8.1. Where the decision is to permit development, agreement or continuation of a TLA, the PAT and Course Director(s) will take appropriate action to implement the decision (in line with the procedure and any advice provided by the Panel).
 - 12.8.2. Where the decision is to decline development or agreement of a TLA or termination of an agreed TLA, the student will have the right to request a Review of the decision as per section 15.

13. Student Responsibilities

- 13.1. It is the responsibility of students to ensure they:
- 13.1.1. have read information provided by the Course Team and University on the TLA procedure, and sought timely clarification from their Course Team if needed; *and*
 - 13.1.2. identify the need for support/extensions to their PAT, Course Team or Student Wellbeing Services at the earliest possible opportunity (wherever possible); *and*
 - 13.1.3. engage with the initial, and where appropriate, TLA development discussions and provide appropriate supporting evidence to enable the agreement of a TLA; *and*
 - 13.1.4. confirm their agreement of a TLA within the required timeframe; *and*
 - 13.1.5. abide by the parameters of the agreed TLA, including meeting extended coursework deadlines or postponed (or deferred) TCAs or examinations agreed in the TLA (or identify to their PAT where they may require further extensions/postponements); *and*
 - 13.1.6. engage with review discussions, as requested by the PAT; *and*
 - 13.1.7. identify to their PAT at the earliest opportunity, if they feel they require additional support or changes to any element of their agreed TLA; *and*
 - 13.1.8. are aware of and have considered the implications of requesting TLA extensions / postponements / deferrals (and if unsure, discuss this with their PAT), for example:

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- 13.1.8..1. extending/postponing an assessment may impact on other, future deadlines;
- 13.1.8..2. extensions, postponement or deferral of assessment may lead to delays in provision of Module results (and in some cases, progression or award decisions);
- 13.1.8..3. for students subject to visa requirements, delayed results (particularly where this occurs close to the end of their course), could impact upon their visa requirements and/or application to the Graduate Route.
- 13.1.9. monitor their email account on a regular basis and respond in a timely fashion to any communications from their PAT or Course Team.

13.2. Students are expected to act with integrity in making use of this procedure.

13.2.1. Where there is reasonable suspicion of abuse of the TLA procedure, the student may be subject to action under the University's [Student Conduct Procedure](#).

13.3. If a student believes the TLA procedure has not been followed in processing or reaching a decision on their request, they may raise this matter through the relevant route. See section 15 for details.

14. Staff Responsibilities

Course responsibilities

- 14.1. All staff responsible for any element of this procedure (administrative or decision-making) must undertake initial training when they first take up the responsibility, followed by annual refresher training. **NB:** *Course/School Teams will be responsible for identifying staff which require training in a timely fashion.*
- 14.2. It is the responsibility of the relevant Course Team to ensure:
 - 14.2.1. the requirements of this procedure are followed consistently, fairly and in a timely fashion; *and*
 - 14.2.1. any request is considered on its merits and impartially; *and*
 - 14.2.2. each agreed TLA is referred to the Faculty Panel for oversight (or any arbitration request made) in a timely fashion; *and*
 - 14.2.3. where a TLA request is declined, the student is notified of the reason for doing so and given information about the appropriate Review route (and any other relevant support options which can be accessed); *and*
 - 14.2.1. for Partner courses, the relevant University International Partnership or UK Partnership Team are made aware of any agreed TLA, as well as the Faculty Panel; *and*
 - 14.2.2. for Student Route visa students, the Compliance Team are made aware of agreed TLAs, and any issues identified that may impact the student's attendance/engagement; *and*
 - 14.2.3. all relevant Course staff are aware of the TLA, and that a record of all TLAs and TLA-related decisions taken are maintained, storing all data securely in line with the University's [Student Privacy Notice](#) and [Retention Schedule](#); *and*
 - 14.2.4. relevant information about TLA deferrals is presented to the Board of Examiners, where necessary; *and*

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- 14.2.5. should there be reasonable suspicion of student misconduct in relation to any element of the TLA procedure, take timely and appropriate action in line with the University [Student Conduct Procedure](#).
- 14.3. Where a student studies with a Partner Institution, the Partner Course Team are responsible for ensuring all relevant University staff are notified of the TLA in a timely fashion.
- 14.4. The Course Administrative team will be responsible for providing data to Registry Services, in line with institutional reporting requirements.

Composition, convening and conduct of a Faculty Panel

- 14.5. The Director of Registry Services, in consultation with the relevant Dean of Faculty, will approve the arrangements for the establishment of Faculty Panels and may appoint suitable individuals to serve on those Panels.
- 14.6. At least two members will sit on each Faculty Panel, one of whom shall be the Chair. A Panel may however consist of more than two members.
- 14.7. A Panel Chair will be independent from the student under consideration and therefore may not be the Course Director(s) or Chair of the Course's Board of Examiners. **NB:** *Chairs should be individuals with significant experience of Board of Examiners processes.*
- 14.8. A Panel Member will be independent from the student under consideration and therefore may not be the Course Director(s) or Chair of the Course's Board of Examiners. **NB:** *Panel members will be drawn from relevant Faculty academic or professional service staff.*
- 14.9. Panels will meet on a regular basis to ensure timely consideration of arbitration requests. Panels may consider requests from a range of courses at the same meeting.
- 14.10. The Panel will consider each arbitration request on its own merits and provide clear reasons for their decision.
- 14.11. The Panel Administrative officer is responsible for ensuring all decisions are communicated to the Course Director(s) in a timely fashion.

15. Review of a TLA decision

Scope

- 15.1. Students may only use this process to request a Review of one of the following TLA decisions taken by a Course Director or Faculty Panel, as appropriate:
- 15.1.1. To decline to develop a TLA;
- 15.1.2. To decline to extend the end date of a TLA;

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- 15.1.3. To decline a further extension/postponement for an assessment;
- 15.1.4. To decline to make a TLA deferral recommendation to a Board of Examiners;
- 15.1.5. To terminate an agreed TLA (where a student has not met their TLA responsibilities).

- 15.2. Should a student have a concern about the implementation of the TLA procedure which does not fall under 15.1, the student should raise those concerns through the [Student Complaint Procedure](#).
- 15.3. Where a Board of Examiners declines to agree a deferral, this sits outside the TLA procedure. To request a review of the Board's decision, the student must use the [Academic Appeal Procedure](#).
- 15.4. Where a student wishes to request consideration of their personal difficulties in relation to one of the following, they must use the Academic Appeal Procedure (within the appropriate timeframe after the relevant Board of Examiner decision):
 - 15.4.1. An assessment not submitted/attempted where the deadline/date was before the TLA was developed; *or*
 - 15.4.2. An assessment which was already agreed by a Board of Examiners before a TLA was developed and agreed.

Timeframe and Process for making a TLA Review request

- 15.5. A TLA Review request must be made on the appropriate form and received within 10 working days of the decision notification.
 - 15.5.1. The Director of Registry Services may agree to extend the time allowed to submit a Review request, where there is a good cause to do so. For example, the student being ill or otherwise incapacitated.
 - 15.5.2. Review requests received about Modules already agreed by a Board of Examiners will not be considered.
- 15.6. Students must submit appropriate supporting evidence with their form, which demonstrates the issues raised in their Review statement.
- 15.7. Students may get advice on completing the TLA Review form from CCSU Advice Centre (advice@ccsu.co.uk).
- 15.8. Students will receive confirmation of the form's receipt.
- 15.9. Students are advised to retain a copy of their form for their record.

Grounds on which a TLA Review will be considered

- 15.10. A Review request will only be considered under one (or more) of the following grounds:

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- 15.10.1. There is evidence which demonstrates the decision was not undertaken in line with the procedure.
- 15.10.2. There is new evidence available, which could not reasonably have been provided at the time of the decision, and which may have had a material impact on the decision reached.

15.11. Students are not permitted to request a Review of:

- 15.11.1. The professional judgement of a PAT, Course Director(s) or Faculty Panel in the application of this procedure (and any criteria set out within it).
- 15.11.2. The length of extension given, or the proposed date for postponed or deferred assessment.
- 15.11.3. The application of Regulations for Taught Awards regarding deferrals.

Consideration of a TLA Review request and possible outcomes

- 15.12. If a Review request is received which is not eligible for consideration under the TLA Procedure, the request will be declined and details of the reason for doing so provided to the student.
- 15.13. If the request is eligible for consideration, the Director of Registry Services will appoint a Reviewer to consider the case.
- 15.14. The Reviewer will be a member of staff outside of the student's Faculty, and not involved in the consideration of the case previously.
- 15.15. The Reviewer will consider (as appropriate to the ground(s) set out by the student):
 - 15.15.1. whether the procedure was appropriately followed in taking the decision;
 - 15.15.2. whether the evidence provided is new and may have had a material impact on the decision.
- 15.16. In reaching a decision, the Reviewer will consider the statement and evidence provided by the student, along with any relevant information / evidence held by the University (or the relevant Partner Institution) regarding the TLA decision in question.
 - 15.16.1. They will not meet with the student or staff members, however they may request additional written information or evidence from either party, where this is necessary in order to reach a decision.
- 15.17. The Review will normally be completed within 20 working days of assignment to the Reviewer.
 - 15.17.1. Occasionally, it may be necessary to extend the timeframe for completing the Review. Where this is the case, the Reviewer will notify the student and keep them regularly informed of progress and the expected date they will receive the review outcome.
- 15.18. If the Reviewer determines one or more ground has been demonstrated as met, the only outcome which will be given is to void the original TLA decision and refer the matter to a Faculty Panel for a new decision.

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15.18.1. The new decision of the Panel will be binding.

15.18.2. Where the original decision was made by a Faculty Panel, the case will be referred to an alternative Panel within the University.

15.19. If the Reviewer determines the case has not demonstrated it meets one or more ground, they will confirm this to the student and the original TLA decision will continue to stand, and this represents the end of the internal procedure.

Completion of the University's internal TLA procedure

15.20. The following decisions represent the completion of the University's internal TLA procedure:

15.20.1. A TLA Review request is submitted too late for consideration under the procedure; or

15.20.2. Where the Reviewer refers the matter to the Faculty Panel (15.18), and that Panel declines the request; or

15.20.3. The Reviewer finds no grounds to have been demonstrated by the student.

15.21. The University subscribes to the Office of Independent Adjudicator (OIA) scheme. Should a student remain dissatisfied after finishing the internal TLA procedure, they have the right to submit a complaint to the OIA.

15.21.1. The student should refer to the OIA website to establish whether their complaint is something that the OIA would consider under its Rules. The OIA will normally only review issues after a student has completed the University's internal TLA Procedure. Full details regarding the OIA's rules and guidelines are available on their website: [Can you complain to us? - OIAHE](#)

16. Quality Assurance

16.1. The Faculty will review anonymised data on TLA implementation on an annual basis, for the purpose of identifying areas of good practice or development.

16.2. The University will review the operation of arrangements annually, including data on implementation within Partner Institutions.

16.3. During TLA development or management, a student may reveal sensitive personal information [including Special Category Data]. The University will respect confidentiality, and ensure such information is managed and stored in line with the Student Privacy Notice.

16.4. A TLA will not be recorded on a student's final Transcript.

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17. Acceptable & Unacceptable Reasons for TLAs

Normally acceptable reasons for TLA agreement	
Accident or injury	Where a medium-term / long-term recovery period is required, for example a broken limb
Participation in legal / court proceedings of an on-going nature	Including being a witness or juror in a protracted court case
Bereavement	Of a spouse or partner, close relative or friend
Being the victim of crime	Including being the victim of violent crime which is being investigated by the police
Significant caring responsibilities	Including an on-going illness of a child, parent, sibling, spouse or partner
Exceptional family crisis	Including major illness of relative or partner, divorce or separation
Exceptional financial difficulties	Where there is clear evidence that the situation is serious, on-going, unexpected and not of the students own making
Medium-Term / Long-Term Health issues (not related to disability under Equality Legislation)	Including where a student is undergoing diagnostic tests or a number of consecutive hospital / specialist treatments
Pregnancy, Maternity and Paternity	Including a difficult or unplanned pregnancy
Exceptional, significant and unexpected professional difficulties	Where there is direct and extended involvement in unexpected professional issues (such as OFSTED, CQC or other professional body inspection or NHS OPEL implementation) creating pressures beyond the normal work-study-life balance expected of students.
Serious or significant personal incidents	Including house fire, homelessness, unexpected house move, direct experience of natural disaster

Normally unacceptable reasons for TLA agreement
Illness or other personal difficulties which could reasonably be supported through the Exceptional Circumstance procedures
Term-time holidays or weddings
Childcare issues (unless significant and exceptional)
Pregnancy of a relative or friend (not student's partner or spouse)
General financial difficulties (unless significant and exceptional)
Individual hospital appointments which are not part of on-going diagnostic or treatment processes
Impact of involvement in an Academic Misconduct, Student Conduct, Professional Suitability or Low-Level Concerns & Fitness to Practise case
Academic workload pressure
Difficulties in accessing resources or computing accounts due to outstanding University debt (unless evidence proves it is not of the student's own making)
Issues between friends
Illness or loss of pets
Transportation difficulties
Computer difficulties or equipment failure (unless this relates to specialist software/equipment required for reasonable adjustment of a student's LSP condition)
Supporting a friend at court

Temporary Learning Agreement Procedure

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Document Category	Academic Administrative Practice Students
Document Owner	Director of Registry Services
Document Manager	Registry Policy & Projects Manager
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