



**Planning and Academic Administration**

**TEMPORARY LEARNING AGREEMENT PROCEDURES**

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**Please Note:** The following procedures replace the previous Negotiated Learning Plan (NLP) procedures.

## TERMINOLOGY

- 1.1 Definitions of key University terms referred to in these procedures can be located in the University's '[Glossary of Terms](#)'. Key definitions relevant to this procedure are: time-specific assessments, extension, further opportunity and deferral.
- 1.2 A 'Student's Academic Year' is the period in which a student is expected to complete the current level/stage of study or programme. In most cases this will be a 12 month period starting in September. There are some programmes with multiple cohort intakes, where the Student's Academic Year may start later than September or the programme (e.g. postgraduate) may run for more than 12 months. In these cases the 'Student's Academic Year' is the appropriate period for that programme of study and cohort intake.
- 1.3 Where these procedures refer to Programme Director, this may include equivalent roles where the role of Programme Director is not applicable.

## CONTEXT

- 1.4 Students are expected to plan their work so that they can meet assessment deadlines/dates at the same time as other obligations which they may have both inside and outside of the University.
- 1.5 In the context of these procedures, the University defines short-term, medium-term and long-term periods as:
  - 1.5.1 **Short-term** is something which affects a student for no more than 14 calendar days.
  - 1.5.2 **Medium-term** is something which affects a student for more than 14 calendar days and up to the duration of a semester or trimester<sup>1</sup>.
  - 1.5.3 **Long-term** is something which affects a student for more than a single semester or trimester<sup>2</sup> and (potentially) up to a maximum of the student's academic year.
- 1.6 Where a student is experiencing exceptional, short-term and unexpected difficulties during their studies (as defined in 1.12-13 of the Extenuating Circumstance procedures), which adversely impact their ability to complete or perform in assessments, they are expected to utilise the [Extenuating Circumstance Request \(ECRF\)](#) procedures to request extensions or further attempts at assessments.
- 1.7 Where a student experiences difficulties (not related to disability under Equality Legislation) they expect will impact them over a medium-term or long-term period, this may require more support than is available through Extenuating Circumstances. The Temporary Learning Agreement (TLA) procedure is intended to offer support in these circumstances, where a student meets the criteria under 1.40 of these procedures (including the provision of appropriate evidence which demonstrates the student meets 1.44-1.47 of these procedures).

## PURPOSE AND SCOPE OF A TLA

- 1.8 A TLA is designed to support students experiencing a medium-term or long-term difficulty<sup>3</sup> to manage their learning alongside their personal difficulties and successfully complete their Level and / or programme of study.

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<sup>1</sup> This would also include a 'term'; this terminology will only remain in use for a short period as there are a small number of outgoing programmes not yet moved across to Semester / Trimester academic calendars.

<sup>2</sup> Or term.

- 1.9 A TLA is a formal agreement between the student and University which covers all aspects of learning that may be impacted by the student's circumstances and offers opportunity for revised assessment deadlines (as appropriate).
- 1.10 These procedures apply to:
- (a) all undergraduate and taught postgraduate programmes; *and*
  - (b) all programmes delivered in or by collaborative partners, unless specified otherwise in the relevant Memorandum of Agreement.
- 1.11 A student in possession of a TLA may still access the ECRF procedures if they wish to apply for Impaired Performance for a time-specific assessment already taken. Impaired Performance requests cannot be made through a TLA [see section 1.26].

### HOW LONG WILL A TLA LAST FOR?

- 1.12 A TLA can only be agreed for the student's current academic year and may not go beyond the end of the student's current academic year.
- 1.13 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.
- 1.14 Where a student has a permanent or serious long-term medical or psychological condition, the University can provide support through a [Learning Support Plan \(LSP\)](#), where appropriate.
- 1.14.1 A TLA may be put in place to cover the period during which a student is waiting for a LSP to be developed.
  - 1.14.2 A TLA should not be a replacement for an LSP, as it cannot offer the same level of reasonable adjustment, and therefore a TLA agreed under 1.14.1 will no longer apply at the point the LSP is in place.
  - 1.14.3 A student should not have a TLA and LSP concurrently. Where a student with a LSP experiences additional, unconnected difficulties this should be discussed with the LSP adviser and PD to determine how best to manage this issue through their LSP.
- 1.15 A TLA must have an agreed start and end date.
- 1.16 The University expects the majority of TLAs will exist for one semester or trimester<sup>4</sup>.
- 1.17 Where agreed as appropriate, a TLA might be extended for a further semester / trimester or (in exceptional cases) remain in place for the student's academic year as a whole (at maximum).
- 1.18 If a student's circumstances persist beyond their current academic year, it may be appropriate for a new TLA to be agreed for a subsequent academic year but this must be discussed and agreed as a new TLA at the start of that academic year. This is to ensure a TLA remains the appropriate option for the student's circumstances.

### WHAT WILL A TLA COVER / INCLUDE?

- 1.19 A TLA should have clear parameters but take into account, wherever possible, the individual needs of the student in conjunction with the requirements of their programme of study.
- 1.20 A TLA may agree arrangements for both formative and summative assessment deadlines.

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<sup>3</sup> Not related to disability under Equality Legislation.

<sup>4</sup> Or term.

- 1.21 A TLA may, where appropriate, cover reassessment attempts.
- 1.22 A TLA can cover all assessment modes, but there may be some assessments where academic or professional restrictions make it impossible / unfeasible to offer revised deadlines (for example for group work where an alternative individual assessment option is not validated for the module). In these circumstances it is expected the student will be clearly informed of any assessment with this restriction at the point of TLA development.
- 1.23 Revised assessment deadlines agreed in a TLA should be developed to enable a student to complete all (re)assessment in time to be considered by the relevant Module or Progression & Award Board of Examiners for the programme.
- 1.24 Whilst students and staff are expected to abide by 1.23, in exceptional circumstances where a student has not completed all assessments (both coursework and time-specific assessments) for a Module in time for consideration by the relevant Board of Examiners and they meet the University's criteria for deferral (below), the Programme can recommend to the Board deferment of the outstanding assessment(s) to the next designated period. The decision to recommend deferrals is based on the student meeting all of the following criteria:
  - 1.24.1 The student has met their responsibilities (agreed in the TLA) in relation to timely, regular contact with the Programme and engagement with revised deadlines, as far as possible; *and*
  - 1.24.2 The student could not reasonably have been expected to have completed the outstanding assessments ahead of the Board of Examiners, despite academic support and revised deadlines offered through their TLA; *and*
  - 1.24.3 The student has made the programme aware of a recent worsening/change of their situation or a crisis OR has experienced an additional issue (unrelated to their TLA circumstances), which has prevented them completing or engaging with their remaining assessments.
- 1.25 Any decision by the Board of Examiners regarding deferral of (re)assessment for a TLA student will be governed by the University's Regulations on Deferrals. A deferral may not be agreed by the Board where the Regulations do not permit it.

#### WHAT WILL A TLA NOT COVER / INCLUDE?

- 1.26 A TLA may not:
  - 1.26.1 Retrospectively cover assessment deadlines that have passed prior to the initiation of the TLA;
  - 1.26.2 Offer further attempts for assessments already completed;
  - 1.26.3 Alter the learning outcomes to be achieved by an assessment;
  - 1.26.4 Alter the mode of assessment (unless an alternative exists in the approved programme);
  - 1.26.5 Agree Special Arrangements or reasonable adjustments<sup>5</sup>;
  - 1.26.6 Allow a student to initiate distance learning;
  - 1.26.7 Allow changes to modules or programmes/pathways;
  - 1.26.8 Allow changes to a student's mode of study;
  - 1.26.9 Make adjustments regarding professional placements;
  - 1.26.10 Extend a student's maximum period of registration on a programme or level of study.

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<sup>5</sup> If this is required, a student must be directed to develop a LSP with SSHWB.

[In all of the above circumstances, the appropriate procedures should be used, if necessary]

- 1.27 A TLA cannot permit extensions / deferrals beyond the student's current academic year<sup>6</sup> except where a further opportunity to complete the (re)assessment within a specified period after the student's academic year end is an available option to the Board of Examiners. For example through Trail & Progress or for students completing Trimester 3 deferrals. Such instances will be subject to University Regulations regarding registration, deferrals and any Professional Statutory Regulatory Body restrictions relevant to a programme of study<sup>7</sup>.

#### HOW IS A TLA DEVELOPED AND AGREED?

- 1.28 A TLA cannot be initiated, developed or agreed without the direct engagement of the student in the development discussion.
- 1.29 A TLA cannot be initiated, developed or agreed with a third party on behalf of a student. Where a student is suffering from a condition, the matter may be reported by the next of kin to Student Support, Health and Wellbeing or to the Programme/School. In such instances the information will be noted and (where possible) advice about options given.
- 1.30 A TLA cannot be developed if a student is on interruption<sup>8</sup> and may not continue to apply during a period of interruption.

#### Initiation of a TLA

- 1.31 TLAs are intended to be student-initiated and can only be implemented with the student's written agreement.
- 1.32 A TLA may be recommended to a student by the Programme as an appropriate support mechanism, but the student is not obliged to accept this offer.
- 1.33 A student might be identified by the Programme as eligible for a TLA through one of the following:
- 1.33.1 Discussions about academic progress with the Programme
  - 1.33.2 Extenuating Circumstances procedures
  - 1.33.3 Attendance Monitoring procedures
  - 1.33.4 If one of the following Progression and Award decisions is taken by a Board, it may be appropriate to develop a TLA where applicable:
    - 1.33.4.1 A student completing deferrals alongside new modules of study
    - 1.33.4.2 A student completing deferrals alongside reassessment in the same academic year
  - 1.33.5 Appeal or Complaint outcome which leads to circumstances 1.33.4.1 and 1.33.4.2
  - 1.33.6 Fitness to Study procedures

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<sup>6</sup> It is recognised that some student academic years may cross standard academic year boundaries (e.g. April-April cohorts), and in such cases the TLA may continue throughout *the student's academic year*.

<sup>7</sup> In cases of professional regulatory restrictions, students should be notified of such restrictions at the point of TLA creation.

<sup>8</sup> This may include periods of suspension or temporary exclusion, where appropriate, resulting from implementation of another University Procedure.

## Development of a TLA

- 1.34 TLA procedures should be delivered at the closest point to the student, as such it is expected that the student will normally discuss and develop a TLA (where appropriate) with their Personal Academic Tutor (PAT).
- 1.35 Where a student is studying a programme which includes modules from more than one subject area (for example combined honours), it is expected the PAT will liaise with their counterpart in the other subject to develop the TLA, to ensure consistency across subject areas. A student is not expected to have a TLA agreed in only one of their two subjects.
- 1.36 Where a student identifies themselves (or is identified) as potentially eligible for a TLA, the University should ensure a discussion occurs as soon as is possible after that point to establish if a TLA is appropriate and if so, develop the proposed TLA.
- 1.37 The TLA development discussion can take place by phone, Skype or in person. In exceptional cases, it may be appropriate to develop (or complete development) of a TLA in writing with a student, where all other mediums for communication are not feasible at that point.
- 1.38 The TLA development must set out the start date, end date and review dates [see section 1.61-1.71 for details of review procedures].
- 1.39 Where a PAT develops a TLA proposal with a student, they must make clear to the student the TLA will only be actively implemented once agreement has been given by the Programme Director [see sections 1.55-1.59].
- 1.40 A TLA will only be developed and agreed where:
  - 1.40.1 A student's circumstances meet one (or more) of the University's acceptable reasons [see Appendix 1]; *and*
  - 1.40.2 Where evidence is supplied which sufficiently demonstrates the reason meets 1.40.1 and the impact will (or is likely to) be medium-term or long-term in nature [see section 1.44-1.47]; *and*
  - 1.40.3 The issue is identified with sufficient time for it to be of value in the student's academic year.
- 1.41 The University will not agree to put in place a TLA where the student's case does not meet the criteria set out in section 1.40.
- 1.42 The University will not agree to put in place a TLA where the student's support needs can otherwise be met through implementation of the Extenuating Circumstances procedures.
- 1.43 Where a student provides a reason or evidence which might support a TLA but does not clearly meet the requirements of 1.40 and 1.44-1.47, the PAT should discuss the case with the Programme Director(s) (PD(s)) to determine if a TLA can be developed. The PD(s) decision will take the form of either:
  - 1.43.1 Confirm TLA development can be undertaken without further information / evidence; *or*
  - 1.43.2 Confirm the reason / evidence does not support TLA development and clarify what, if any, other support options the student might use instead; *or*
  - 1.43.3 Confirm further information / evidence is required from the student before a TLA can be developed (and advise on what the student should be asked to supply); *or*
  - 1.43.4 Where a student is unable to provide further information / evidence but the PAT and PD(s) agree that 1.43.3 applies, the PD(s) will refer the case to the Faculty Extenuating Circumstance Panel for a final decision. The Panel decision will be

binding on the programme and student, and where that decision is to decline a TLA the student will have the right to request a review of the decision through the Academic Appeal Procedures.

## Evidence

- 1.44 Evidence provided in support of a TLA must be:
  - 1.44.1 Written; *and*
  - 1.44.2 Recent enough to be clearly applicable to the student's current academic year (and the TLA initiation point); *and*
  - 1.44.3 Provide sufficient information to satisfy 1.40.1 and 1.44.2; *and*
  - 1.44.4 Be from a professional source (dated, and on headed paper if appropriate).
- 1.45 Evidence provided in support of a TLA may not solely be from a parent, partner or friend.
- 1.46 Evidence provided in support of a TLA may not be verbal.
- 1.47 Where the student is providing evidence in support of their TLA which relates to a third party<sup>9</sup> (for example in demonstration of caring responsibilities), the student must provide written evidence of that person's permission for their evidence to be shared with the University.

## Extensions / Deferrals

- 1.48 Revised (specific) deadlines (i.e. extensions to the original deadline) should be agreed and set out in the TLA agreement at the point of development.
- 1.49 Extensions given (through revised deadlines) in the TLA must be reasonable, proportionate to the student's circumstances and programme requirements, and appropriate to the point in the student's academic year the TLA is being developed (see sections 1.23 and 1.27).
- 1.50 Revised deadlines agreed in a TLA should ensure, wherever possible, the student can complete all (re)assessment in time for consideration to by the relevant Module or Progression & Award Board of Examiners for the programme.
- 1.51 Revised deadlines in a TLA should not be blanket extensions to a single point, they should instead be a schedule which seeks wherever possible to enable a student to manage their workload across the TLA time period, and avoid bunching of deadlines as much as is possible.
- 1.52 Assessment extensions (through revised deadlines) are subject to the restrictions set out in 1.22. Where this applies, why a revised deadline cannot be given for that assessment mode must be clearly explained to the student in the TLA development discussion. Information about the exempt assessments must also be recorded in the TLA document, along with what support will be given by the Programme to the student in meeting the original deadline.
- 1.53 All revised deadlines agreed in a TLA are firm. If a student misses an agreed TLA deadline without a further extension being agreed through review discussion with the PAT in advance of that deadline, the standard late penalties will apply [see section 1.66-1.69 for further extension request process].
- 1.54 Whilst expected to be exceptional, a TLA may (dependent on the point at which a TLA is initiated) include deferral agreements at the point of development. Inclusion of deferrals

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<sup>9</sup> I.e. evidence not about the student themselves.

at the point of development must first be agreed with the PD(s). Any deferral recommendations must be made in line with the Regulations and only where a student meets the criteria set out in section 1.24.

### Agreement of a TLA

- 1.55 The PD(s) will review (and where necessary refer to Faculty Panel) any case which falls under point 1.43.
- 1.56 Following initial development of a TLA by the PAT(s) and student, the proposed TLA will be referred to the relevant PD(s) (or equivalent) for agreement as appropriate in line with the overall programme requirements (and any Professional Statutory Body Requirements).
- 1.57 The PD(s) will confirm whether the proposed arrangements meet TLA procedural and programme requirements. Their decision will be either:
  - 1.57.1 Agree the TLA and return a signed copy to the PAT for formal implementation [see section 1.81-87].
  - 1.57.2 Not agree the TLA. In this case, the PD(s) and PAT(s) will discuss and agree revisions before formal implementation is agreed. The PAT(s) will inform the student of any changes made to the TLA and the reason for doing so, and will request the student agrees to the revised TLA.
- 1.58 Where a student is studying a programme which includes modules from more than one subject area (for example combined honours), both subject's PDs must agree the TLA as appropriate for implementation.
- 1.59 Once a TLA has been agreed by the PD(s), the student will be asked to sign the final TLA agreement. The student must agree the TLA in writing within 3 working days of the request. Where they do not do so, the TLA will not be implemented (until such time as agreement is received, in which case the restrictions set out in sections 1.95-1.97 apply).

### Management of a TLA agreement

- 1.60 The PAT will normally be expected to conduct the review discussions with a student.
- 1.61 A review date must be agreed at the start of the TLA (and the next review date agreed subsequently at each review discussion). The frequency of reviews should be determined by the length of time the TLA is agreed for and the student's circumstances.
- 1.62 A review is expected to take place prior to completion of each semester/trimester<sup>10</sup> and/or the original TLA end date agreed.
- 1.63 The purpose of a review is to ensure a TLA remains appropriate to the student's circumstances, and to ensure the student is meeting the terms of their TLA agreement.
- 1.64 At the end of a semester or trimester<sup>11</sup> a TLA must be reviewed and a decision taken whether to agree its continuation for a further period of time in the current academic year (in line with section 1.17). This decision must be taken in line with 1.40 and 1.57, and a where agreed to continue a new TLA end date and review points must be set.
- 1.65 A review will normally be arranged by the PAT, but can be initiated by the student if they have concerns.

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<sup>10</sup> Or term.

<sup>11</sup> Or term.

- 1.66 If a student feels unable to meet an agreed revised deadline they should contact the PAT before the deadline in question to discuss if a further extension is possible under their TLA. A request for further extension may not be agreed where the reason does not support it.
- 1.67 A student cannot request an extension to an agreed revised TLA deadline more than 7 days after the agreed revised deadline set in the TLA, unless they can evidence they were incapacitated and unable to reasonably make the request sooner.
- 1.68 Where a review discussion identifies that a student has not completed all assessments (both coursework and time-specific assessments) for a Module in time for the relevant Board of Examiners, and they meet the University's criteria for Deferral (section 1.24), the PAT can recommend to the PD(s) a deferral recommendation is to be made to the Board. Deferral recommendations must then be presented by the PD(s) to the relevant Board of Examiners, and the Board's decision on those recommendations are subject to the Regulations for deferrals (see section 1.25).
- 1.69 Where a PAT agrees deferrals may be appropriate, they must ensure a student understands the implications of that decision on their progression / completion of the Level / Programme. That discussion must also agree how the student will be supported in managing any deferred assessment alongside any modules being completed in the next semester / trimester<sup>12</sup>.
- 1.70 A TLA may be terminated early due to non-compliance by the student. Non-compliance is defined as non-adherence to the terms of the TLA (for example non-submission of assessments on revised deadline dates, non-engagement with review meetings).
- 1.71 Where a student is not meeting the terms of their TLA agreement:
- 1.71.1 In the first instance the PAT must require the student to engage in a review discussion (which may be earlier than the point agreed under 1.38 and 1.60-1.64) to establish what the reason for non-compliance is.
  - 1.71.2 If a student engages with the review, the PAT will discuss and agree with the student any University procedures which may be appropriate in addition to or instead of the TLA.
  - 1.71.3 If a student fails to respond to, attend or engage with the PAT to discuss the issues preventing their compliance with the TLA agreement, the PAT will refer the matter to the PD(s) to determine the appropriate next steps.
  - 1.71.4 The PD(s) will determine (as appropriate):
  - 1.71.5 If any other necessary University procedures should be undertaken<sup>13</sup>.
  - 1.71.6 If the case should be referred to the Faculty Extenuating Circumstance Panel for arbitration on the TLA's termination.

### Oversight of TLA agreements

- 1.72 The Faculty Extenuating Circumstance Panel has oversight responsibility for TLA procedure implementation.

#### Oversight

- 1.73 The Faculty Panel will receive and review all TLAs, following the TLAs agreement by the PD(s). The purpose of this review is to:

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<sup>12</sup> Or term.

<sup>13</sup> This could include Cause for Care and Concern, where appropriate.

- 1.73.1.1 Identify and feedback to the relevant programme any significant issues; *and*.
- 1.73.1.2 Consider matters of consistency and good practice across Schools/Faculties, and to inform future practice.

- 1.74 It is not the purpose of the Faculty Panel oversight role to override any TLA arrangements already put in place with a student. The Faculty Panel may however require a TLA is not extended beyond its current agreed end date, where it determines such action is required.
- 1.75 The Faculty Panel will undertake oversight analysis of TLA implementation (overall) at regular points during an academic year for the purposes of reporting.

#### Arbitration

- 1.76 The Faculty Panel will consider and take decisions on any case referred to them under 1.43.4, 1.71.42 or 1.96-1.97.
- 1.77 Where the Faculty Panel makes an arbitration decision, this decision will be binding on the programme and student.
- 1.78 Where the Faculty Panel makes an arbitration decision and that decision is to decline the development of a TLA or terminate a current TLA, the student will have the right to request a review of the decision through the Academic Appeal Procedures.

#### Management information and Training

- 1.79 The Student Procedures Office will be responsible for collecting institutional data regarding TLA implementation, reported annually to the appropriate University Committees.
- 1.80 The Student Procedures Office will be responsible for training all staff involved in the development, agreement and administration of the TLA procedures.

### **HOW WILL INFORMATION ABOUT A TLA BE COLLECTED, SHARED AND STORED**

- 1.81 When a TLA is agreed, the PAT will ensure that the relevant Programme / School Administrator is informed (to allow for 1.79) and will inform relevant Module Leaders of the revised deadlines for assessments.
- 1.82 On receipt of an agreed TLA, the Programme / School Administrator will:
  - 1.82.1 Ensure a record is maintained of TLAs agreed;
  - 1.82.2 Ensure that Turnitin submission point access is available to the student; *and*
  - 1.82.3 Ensure that a copy of the agreed TLA is sent to the Student Procedures Office as part of the University's institutional reporting requirements.
- 1.83 The Programme / School Administrator will be responsible for providing data to the Student Procedures Office, as requested, during the academic year in line with institutional reporting requirements.
- 1.84 Where a TLA is referred to Faculty Panel for arbitration (sections 1.76-1.78), the Faculty Panel's administrative officer will send any TLA decisions to the Programme Director(s) who will then have responsibility for communicating this decision to the PAT and student. The PAT and Programme Director will then implement any TLA following standard requirements, where the Faculty Panel has agreed this is permitted.
- 1.85 All TLAs will be stored securely and access will be limited to those involved in its implementation, in line with GDPR requirements.
- 1.86 A TLA will not be recorded on a student's final Transcript.
- 1.87 All TLA information will be retained and destroyed according to the University's policy on data retention.

## RESPONSIBILITIES OF THE UNIVERSITY

- 1.88 To ensure the requirements of these procedures are followed consistently and fairly.
- 1.89 To ensure that information is available to students about TLAs, which makes clear where these are considered appropriate support options and what the criteria and process is for agreeing a TLA.
- 1.90 To ensure that relevant information about a TLA is presented to the Board of Examiners, where necessary.
- 1.91 To ensure all staff with responsibility for developing, agreeing, administering and overseeing this procedure attend compulsory training run by the Student Procedures Office.

## RESPONSIBILITIES OF STUDENTS

- 1.92 To identify the need for support/extensions to their PAT, Programme Support Officer or Student Support, Health & Wellbeing at the earliest possible opportunity (wherever possible).
- 1.93 To engage with TLA development discussions and provide appropriate evidence, as requested, to enable the agreement of a TLA.
- 1.94 To confirm their agreement of the TLA, in writing within 3 working days of receiving the agreed TLA (following PD approval, 1.57-1.59). Students are not obliged to accept a TLA, therefore written agreement is important to ensure that a TLA can be implemented with the student's consent.
- 1.95 If a student fails to agree a TLA in writing within the required timeframe the TLA cannot be implemented and the programme will be required to confirm this in writing to the student.
- 1.96 Should the student provide written agreement subsequently, then the Programme Director will determine if it remains possible to implement the TLA (dependent on the point in the semester/trimester<sup>14</sup> or student's academic year the agreement is provided by the student). Where they agree it can be implemented they will clarify what changes are needed to the revised deadlines in the original proposed TLA.
- 1.97 Where necessary the Programme Director will refer the case to Faculty Panel for advice on whether it is too late to implement the TLA.
- 1.98 To abide by the terms of an agreed TLA, including meeting revised deadlines as agreed in the TLA.
- 1.99 To engage with review point discussions about their TLA, as requested by the PAT.
- 1.100 To identify to the PAT / PD (at the earliest opportunity) if they feel they require additional support or changes to their agreed TLA deadlines / arrangements.

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<sup>14</sup> Or term.

## APPENDIX 1 – REASON CATEGORIES AND CRITERIA

### Please note:

1. Each case is to be assessed individually to determine whether the student meets the criteria for TLA development and agreement. Where it is determined that section 1.42 applies, the student should be directed to the Extenuating Circumstance procedures rather than the TLA procedures.
2. A student may present the PAT / PD with a mixture of reasons for TLA development. Some of those reasons may fall within the normally acceptable and some within the normally unacceptable categories. This situation would not preclude a TLA from being developed, however the agreement must clarify the reasons a TLA has been developed to cover are only those within those confirmed as acceptable under these procedures.

### Circumstances that would normally be considered as grounds for developing / agreeing a TLA

Normally <u>acceptable</u> 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, 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
Serious or significant personal incidents	Including house fire, homelessness, unexpected house move, direct experience of natural disaster

### Circumstances normally NOT considered as grounds for developing / agreeing a TLA

Normally <u>unacceptable</u> reasons for TLA agreement
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)
Ailments that could reasonably be supported through the Extenuating Circumstance procedures
Individual hospital appointments which are not part of on-going diagnostic or treatment processes
Impact of involvement in an academic integrity (plagiarism or academic misconduct) proceedings
Academic workload pressure (unless 1.33.4.1 or 1.33.4.2 of these procedure are agreed to apply)
Difficulties in accessing resources or computing accounts due to outstanding University debt (unless evidence proves it is not of the students 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

## APPENDIX 2 – KEY TLA ROLE SUMMARY

<b>Programme Administrator</b>	To facilitate the circulation of information about TLA agreement within the Programme / School (in line with GDPR requirements)	Ensure the maintenance of accurate Programme / School records of all TLAs agreed, using the required templates	Ensure the Faculty Extenuating Circumstance Panel is provided with copies of all agreed TLAs in a timely fashion	Ensure the Student Procedures Office is provided with copies of all agreed TLAs in a timely fashion	Ensure the Student Procedures Office is provided with TLA data to support management information analysis
<b>PAT</b>	To discuss appropriate support routes with a student and ensure they are aware of the requirements and implications of those options	<p>Where the student is found to meet the criteria:</p> <ul style="list-style-type: none"> <li>• to develop the TLA proposal (having had sight of appropriate supporting evidence);</li> <li>• To then send the proposed TLA to the Programme Director(s) for consideration.</li> <li>• Where necessary, to discuss with the student any changes required by the PD before agreement is given for the TLA.</li> </ul>	To ensure that once the PD(s) agreement has been provided, the student confirms their agreement of the final TLA in writing within the required timeframe. Where a student fails to provide this confirmation within the time required, to confirm to the student that the TLA will not be implemented.	<p>Where a TLA has been agreed and signed by the student, to ensure:</p> <ul style="list-style-type: none"> <li>• relevant administrative staff are informed and all Module Leads are made aware of the agreement and their responsibilities in relation to it</li> <li>• that the student’s progress is regularly reviewed and monitored</li> <li>• where a student is identified as not meeting their TLA requirements, to take action as defined by these procedures in a timely fashion</li> <li>• where extension of the TLA end date and/or deferral of assessment may be required, to identify this to the Programme Director at the appropriate point for action under these procedures</li> </ul>	Where TLA Faculty Panel arbitration is required by the Faculty Panel, to report this to the Programme Director for action under these procedures
<b>PD</b>	<p>To take overall responsibility for the management of the TLA process for the Programme(s), including:</p> <ul style="list-style-type: none"> <li>• Monitoring staff training requirements</li> <li>• Ensuring the review and TLA management process is functioning appropriately</li> <li>• Ensuring the secure management of TLA data for the Programme</li> </ul>	To consider and either agree TLA proposals presented by the PAT OR, where required, identify to the PAT changes required to a proposed TLA before agreement can be given.	Where a case is referred by the PAT which requires Faculty Panel arbitration, to take action in line with the TLA procedures	To ensure any deferrals recommendations based on a TLA are appropriately reported to the relevant Board of Examiners (including required administrative steps pre-Board)	Where a report of non-compliance with TLA obligations is reported, to determine the appropriate action(s) in line with TLA procedures

<b>Faculty Panel</b>	To review TLAs as part of the oversight of TLA procedure implementation	Where appropriate, advise programmes on TLA implementation based upon reviews of documentation received	To analyse and report on TLA procedural function to the relevant University Committee	To take arbitration decisions on cases, as required, in line with the TLA procedures	
<b>Student Procedures Office</b>	To ensure all required staff are trained in line with TLA procedures	To ensure the provision of appropriate guidance for staff and students on TLA procedures and process	To provide advice to academic and administrative staff on complex cases in relation to TLA development and management	To keep a log of all TLAs for management information purposes	To undertake institutional data analysis for TLAs annually, and report this to the appropriate University Committee