Contents

Scope ................................................................................................................................... 2
  What this document covers ................................................................................................ 2
  What this document does not cover ............................................................................... 2
  Supplementary Agreements superseded by this document ............................................ 2
  Summary of significant changes since last version ....................................................... 2
Related Documentation ..................................................................................................... 3
  Refer to the following documentation in conjunction with: .............................................. 3
  Qualification specific regulations for: .............................................................................. 3
  OU Student Charter Principles ....................................................................................... 3
Introduction ....................................................................................................................... 3
Main terms of the Supplementary Agreement ............................................................... 4
  1 Summary of the main terms of the Supplementary Agreement ............................... 4
  3 Practice Learning Periods ........................................................................................ 5
  4 Termination of Sponsorship/Employment ................................................................. 6
  5 Termination of registration ...................................................................................... 6
  6 Your Studies ........................................................................................................... 7
  7 Information sharing and Data Protection ..................................................................... 7
  8 Withdrawing from your studies ................................................................................ 9
Glossary of terms .............................................................................................................. 9
Further clarification .......................................................................................................... 10
Alternative format ............................................................................................................ 10
Appendix A ...................................................................................................................... 11
  Circumstances under which students may be considered for an extension to complete
  their qualification. ......................................................................................................... 11

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Effective from: 1 August 2019
Approved by: Delegate of Director, Academic Services
Date for review: 1 January 2020

The Open University is incorporated by Royal Charter (RC 000391), an exempt charity in England & Wales and a
charity registered in Scotland (SC 038302). The Open University is authorised and regulated by the Financial
Conduct Authority in relation to its secondary activity of credit broking.
Scope

What this document covers
This Supplementary Agreement applies to students who have been accepted onto the Open University’s Social Work programme and sets out the additional terms relating to study of a Social Work qualification.

What this document does not cover
This Supplementary Agreement does not apply to students who have not yet been accepted onto the Social Work programme, are studying modules that could count towards a Social Work qualification outside of the programme, or students studying other work based learning qualifications or programmes, such as Nursing.

It does not apply to students studying towards an apprenticeship, who should refer to their Apprenticeship Programme Delivery Manager (APDM), or those studying standard Open University modules or qualifications, who should refer to the Conditions of Registration 2019/20.

Supplementary Agreements superseded by this document
This document replaces the previous version of Conditions of Registration Supplementary Agreement (Social Work) 2018/19 [dated February 2018].

Summary of significant changes since last version
There are a number of significant changes from the previous version of this policy. These are:

a) Reworded content to make it simpler to understand from a student perspective
b) Restructured content to add Section 6 “Your Studies” to make finding relevant information easier
c) Further clarification added to wording in paragraphs 3.4-3.6 to make arrangements around banking practice learning and progressing between study levels clearer.
d) Addition of “Caring responsibilities” to the conditions outlined by the Senate where students may be considered for an exceptional extension, in Appendix A.
Related Documentation

Refer to the following documentation in conjunction with:

- Conditions of Registration 2019/20
- Student Privacy Notice
- Fitness to Practise Procedure
- Assessment Banking Policy
- Fee Rules (Undergraduate Study) 2019/20
- Fee Rules (Taught Postgraduate) 2019/20

Qualification specific regulations for:

- BA (Honours) Social Work (England)
- BA (Honours) Social Work (Wales)
- BA (Honours) Social Work (Scotland)
- BA (Honours) Social Work (Scotland) (graduate entry)
- PG Dip Social Work

The Open University Student Charter Principles

This policy aligns with the following Open University Student Charter Principles:

- Principle 2: We aim to inspire and enable learning
- Principle 3: We share the responsibility of learning

Introduction

This document sets out the additional terms agreed with The Open University relating to your study towards a Social Work Qualification. It is a Supplementary Agreement as referred to in the Conditions of Registration and should be read together with those Conditions and the rules, regulations and policies referred to within them. By registering for a Social Work Qualification you are agreeing to these terms.

This Supplementary Agreement is effective from the date you registered for your Social Work Qualification and will continue to apply until you have either completed your qualification or your registration has lapsed or been cancelled, whichever occurs first.

For specific guidance on how this policy may relate to your personal circumstances, please contact the Social Work team by email to WELS-SW-Enquiries@open.ac.uk or phone to +44(0)1908 654229 who are specially trained to advise on the implementation of this policy.

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</tr>
</tbody>
</table>
Main terms of the Supplementary Agreement

1 Summary of the main terms of the Supplementary Agreement

1.1. This section sets out a brief summary of the supplementary terms of your agreement to study a Social Work Qualification with The Open University. You:

   a) agree to comply with and abide by the professional standards set by the Regulatory Authority.

   b) agree to have sponsorship in place (or be accepted onto the independent/non-sponsored route in Scotland or Wales). Without this you will not be permitted to register for the compulsory practice-based modules that form part of your Social Work Qualification.

   c) agree to comply with the legal and service requirements of your Sponsor and Placement Provider.

   d) Understand that in order to obtain your Social Work Qualification you must meet both the professional standards and the academic standards required, as well as the practice-based requirements.

   e) agree to notify your Open University Programme Tutor/Placement Tutor and your Sponsor, as soon as possible, of any concerns you have of not meeting such requirements.

   f) understand that The Open University may suspend or terminate your registration or deny the award of the Social Work Qualification if the terms set out in this supplementary agreement are not met.

   g) understand that The Open University, your Sponsor and any Placement Provider may share information about your health, disability, academic performance, conduct, fitness to practise and professional standards. Such information will be kept secure and will only be processed in accordance with the Open University’s Student Privacy Notice.

2 Professional Standards and Fitness to Practise Procedure

2.1 By entering into this Supplementary Agreement you explicitly acknowledge that you understand and agree to be bound by the professional standards set by the Regulatory Authority which apply to Social Work students. This means that:

   a) If a concern is raised that you are not achieving or maintaining those standards at a level appropriate to the stage of your studies for the Social Work Qualification, you may be referred under the Open University’s Fitness to Practise (FtP) Procedure. This may result in:

      • conditions being applied for you to continue to study for a Social Work Qualification
      • suspension from study for a Social Work Qualification
• termination of registration for a Social Work Qualification
• the withholding of the award of a Social Work Qualification.

b) You agree to notify your Programme Tutor/Placement Tutor as soon as practicable of any matter which may give rise to any concern about your ability to meet the professional standards of the Regulatory Authority.

2.2 In order to be eligible for the award of a Social Work Qualification you must, in the reasonable opinion of The Open University, satisfactorily meet both the academic requirements and the professional standards requirements.

2.3 Although you may have been awarded module credit that satisfies the academic and practice learning requirements of the Social Work Qualification, that qualification may be withheld by The Open University on the recommendation of an FtP panel if they determine that you have failed to meet the required professional standards due to matters that occurred prior to the conferment of the qualification.

2.4 If your Social Work Qualification has been conferred and any matters occurring before the conferment subsequently come to light that, in the opinion of an FtP panel, ought to have been declared and would have resulted in the withholding of the Social Work Qualification the matter shall be referred to the University’s Central Disciplinary Committee who have the power to withdraw the Social Work Qualification.

2.5 If the Social Work Qualification is not awarded you may be offered an alternative OU qualification for which you have met the credit requirements, but you will not be eligible to register to practise as a social worker.

3 Practice Learning Periods

3.1 When you register for a Social Work Qualification with The Open University, you agree to:

a) Co-operate with your Sponsor to facilitate your participation in sufficient appropriate Practice Learning Periods to enable you to meet the learning outcomes of the Social Work Qualification.

b) Enter into a Practice Learning Agreement with your Practice Assessor/Educator and Programme/Placement Tutor for each placement as part of module for which you are required to undertake a Practice Learning Period.

c) Co-operate with your Sponsor or Placement Provider and meet any reasonable requirements to maintain the reputation of the Sponsor and/or Placement Provider and The Open University, and comply with their legal obligations and service standards in connection with your participation in the practice learning opportunities provided.

d) Comply with the employment policies and practices of the Sponsor and/or Placement Provider and take all reasonable steps to maintain any practice learning opportunities provided in order to complete the Social Work Qualification.
3.2 The Practice Learning Agreement will include a requirement for you to co-operate with the Practice Assessor/Practice Educator. They will:
   a) Carry out observations and supervised practice, offering regular feedback to you throughout the Practice Learning Period;
   b) Carry out any assessment responsibilities required by the Social Work Qualification programme; and
   c) Participate in planning, monitoring and review meetings with you and your Programme /Placement Tutor.

3.3 If you are in breach of clauses 3.1 or 3.2 or the terms of your Practice Learning Agreement and in the opinion of your Sponsor or Placement Provider and your Programme Tutor/Placement Tutor it is not reasonably practicable for you to complete a Practice Learning Period, your Sponsor or The Open University are not obligated to provide a further opportunity for you to meet the practice learning requirements for that module. In these circumstances your studies may be suspended in accordance with the FtP Procedure.

3.4 If difficulties arise in the course of a Practice Learning Period that cause your learning to be disrupted, this will be managed by The Open University in accordance with the guidance set out in the Practice Learning Guide, available via StudentHome.

4 Termination of Sponsorship/Employment

4.1 Your Sponsor’s responsibilities, as set out in this Agreement will cease if you leave your employment or cease volunteering. To remain registered for the Social Work Qualification, you will be responsible for finding a suitable alternative Sponsor in order to complete any further practice learning opportunities required and to complete the Social Work Qualification within the specified time limit.

4.2 In the event that the Open University’s collaboration agreement with your Sponsor is terminated, The Open University will take reasonable steps to enable you to finish the Social Work Qualification programme including completing all necessary modules and carrying out all necessary Practice Learning Periods.

5 Termination of registration

5.1 Your registration for the Social Work Qualification may be cancelled in the circumstances set out in the Conditions of Registration. In addition, we may cancel your registration if you do not:
   a) Undertake practice learning with the Sponsor or an agreed Placement Provider.
   b) Maintain the standards of the Regulatory Authority with respect to your health, competence and standards of behaviour.

5.2 If you fail a module (including the failure of any resit or resubmission) it is at your Sponsor’s discretion whether they will continue to support you on the Social Work programme.
5.3 Although you are required to find a replacement Sponsor in order to continue with the practice learning modules, you may study an academic module within the stage you are currently studying without a Sponsor, provided you are able to meet the learning outcomes of that module.

6 Your Studies

6.1 You must complete your Social Work Qualification within the timescale set out in the Qualification Regulations specific to your qualification, accessed via your StudentHome, unless you are given an extension at the discretion of the Board of Studies for Health, Wellbeing and Social Care. Applications for an extension may be considered where you have been unable to study due to reasons beyond your control (see Appendix A). Other circumstances under which permission may be granted for an extension are:

- If you have been suspended under the FtP Procedures and subsequently reinstated
- If you lose your job through no fault of your own, and are unable to find an immediate replacement

6.2 If for any reason you are unable to complete a Practice Learning Period, you may be able to bank periods of continuous practice assessment that you have already completed. On your return to studies, you may be required to undertake further continuous practice learning to make up your required hours of study. A decision on your eligibility to bank your practice assessment will be based on the guiding principles set out in the Disrupted Placement Information, available in the ‘Practice management’ section of the relevant module website.

6.3 You may be able to bank other completed assessments, such as tutor marked assignments (TMAs) if you need to defer your studies to a later presentation. Further information about deferral with assessment banking can be found in the Assessment Banking Rules.

6.4 If you are permitted to enrol for a module that falls in the next stage of the Social Work Qualification before you have completed the final module in the current stage, you must complete the current stage module within 12 weeks of the start of the module at the next stage. If you do not pass or complete this module, you may be deregistered from the module in the later stage. If this happens, you cannot re-enrol until you have completed the outstanding module. Exceptional permission to deviate from the specified study order can only be obtained from the faculty's Board of Studies for Health, Wellbeing and Social Care.

7 Information sharing and Data Protection

7.1 Please see the Open University’s Student Privacy Notice for full information on how information is collected and used by The Open University. There are some additional points that relate to this Supplementary Agreement. By entering into this Supplementary Agreement, please note that:

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a) The Open University may share information about your academic performance and professional standards relating to your study for a Social Work Qualification with your Sponsor and any Placement Provider. In particular, information about issues relating to your conduct may be shared where they may affect your professional suitability or fitness to practise and your continued participation in any practice learning environment.

b) Information about your health and any declared disability may be shared with Placement Providers in line with legal obligations to provide reasonable adjustments. Additionally, data may be shared so that neither you nor members of the public are put at risk while you carry out a placement.

c) The Open University, your Sponsor and any Placement Provider will keep any information shared among them secure. They will process it only in accordance with The Open University’s Student Privacy Notice.

d) The Open University may consider any concern that is raised through its Fitness to Practise Procedure. This may lead to conditions being applied to your continued registration on the programme, your suspension or deregistration from the programme or your expulsion from The Open University.

e) Your Sponsor, your Employer or any Placement Provider may notify The Open University of any matter that raises concerns about your ability to meet the professional standards of the Regulatory Authority.

f) The Open University, your Employer, your Sponsor and any Placement Provider may share information and evidence about matters relating to your conduct that might affect your professional suitability, fitness to practise, continued employment or your participation in a practice learning period. Your Employer has the right to deal with employment related matters under their own procedures independently to The Open University Fitness to Practise procedure, however this may also be invoked in respect of those matters.

g) The Open University may also have a legal obligation to provide certain information to the Regulatory Authority.

h) The Open University will, where required, notify the Regulatory Authority of any matter relating to suitability or fitness to practise that is under investigation as well as the outcome of any investigation. However, The Open University will not share information regarding an investigation into fitness to practise with a Sponsor, Employer or Placement Provider where the matter under investigation is not considered to pose an immediate risk in the circumstances, or to service users or patients.

7.2 On the completion of your Social Work Qualification, The Open University will, if required, provide any report or reference required by the Regulatory Authority as a condition of entering practice in Social Work.

7.3 If, on completion of the academic requirements, the award of a Social Work Qualification is withheld, The Open University will provide any report or reference required by the Regulatory Authority in respect of that matter. We will provide the
relevant information as directed by the Regulatory Authority. This may be to transfer it directly to a third party supplier engaged by the Regulatory Authority.

8 Withdrawing from your studies

8.1 If you intend to defer or withdraw from a module before it is completed, you should discuss this with your Sponsor before you do so, as they may be liable for any additional fees when you resume studying the module and for practice modules, and will also need to provide a new practice learning opportunity.

8.2 The Open University will administer any Fee Credits or Fee Refunds that are due in accordance with the Fee Rules.

Glossary of terms

Apprenticeship Student
Is a student aged 16 or over, who is in paid employment for the duration of their apprenticeship and who has in place an Apprenticeship Agreement with their employer. The apprentice will combine working with studying for a work-based, academic or combined qualification. An apprenticeship student is an apprentice in England registered for an undergraduate qualification.

Employer
Is the organisation with whom you have a contract of employment.

Placement Provider
Is the organisation providing access to a practice learning environment for the purposes of social work education.

Placement Tutor
Is a person appointed by The Open University who has general responsibility for managing students’ performance across the Social Work practice modules studied as part of a postgraduate qualification and facilities meetings for the practice learning aspects of modules.

Practice Assessor (Wales) or Practice Educator (England and Scotland)
Is the appropriately qualified individual(s) appointed by the Sponsor or Placement Provider and identified to The Open University, to provide supervision of practice learning and assessing relevant learning outcomes.

Practice Learning Agreement
is the agreement setting out the details of and arrangements for a Practice Learning Period and the respective responsibilities of the student and the people supporting their practice learning.
Practice Learning Period
Refers to a period or periods of learning in practice where you are formally identified as a student of Social Work.

Programme Tutor
Is a person appointed by The Open University who has general responsibility for managing students’ performance across the Social Work practice modules studied as part of an undergraduate qualification and facilitates meetings for the practice learning aspects of modules.

Regulatory Authority
Is the Health and Care Professions Council (HCPC) in England, Scottish Social Services Council (SSSC) in Scotland, Social Care Wales (SCW) in Wales.

Social Work Qualification
Is the BA (Hons.) Social Work (England), the BA (Hons.) Social Work (Scotland), the BA (Hons.) Social Work (Wales) or the Postgraduate Diploma in Social Work.

Sponsor
Is the entity supporting you to participate in the Social Work Qualification programme and undertaking to arrange and supervise your practice learning. This term is used whether or not the organisation is also making any financial contribution towards your study costs. Note that for students on a non-sponsored/ independent/ independent internship route, some sponsor responsibilities are met by The Open University and others by the Placement Provider.

Further clarification
If you have any queries around the content provided within this document and how to interpret it, please contact the Social Work office by email to WELS-SW-Enquiries@open.ac.uk or phone to +44(0)1908 654229.

If you have any comments about this policy document and how it might be improved, please submit these to SPR-Policy-Team@open.ac.uk.

Alternative format
If you require this document in an alternative format, please contact Student Support Team via http://www.open.ac.uk/contact/ (phone +44 (0)300 303 5303), or your dedicated Student Support Team via StudentHome if you are a current Open University student.
Appendix A

Circumstances under which students may be considered for an extension to complete their qualification.

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<tr>
<th>Criterion</th>
<th>Conditions and notes</th>
<th>Supporting evidence required</th>
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<tbody>
<tr>
<td>1. Death of a close family member, partner or dependant.</td>
<td>A close family member is defined as someone on whom you are dependent (emotionally or financially) or who was dependent on you.</td>
<td>Hard copy or email notification followed by documentary evidence. Certified copy of death certificate (an exception may be made if the death occurred within six weeks before application).</td>
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<tr>
<td>2. An unforeseen prolonged incapacity of yourself or a close family member due to serious illness, accident or medical condition</td>
<td>If you were aware before the module start date of the medical problems, the condition needs to have worsened or deteriorated since then, i.e. it could not have been anticipated at the outset of the module that the illness or condition would have adversely impacted on your study.</td>
<td>Hard copy or email notification followed by documentary evidence. Certificate, letter or medical statement from GP or consultant confirming the situation. (The period of the illness needs to have a bearing on the timing of the withdrawal).</td>
</tr>
<tr>
<td>3. Disability</td>
<td>The reasonable adjustments made by the University, have not enabled you to study effectively; or The impact of a disability on your studies has been more severe than anticipated; or There has been an increase in your disability/disabilities affecting your studies since the module start date.</td>
<td>Corroborative evidence from University records e.g. tutor or Student Support Team (SST) Certificate, letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation.</td>
</tr>
<tr>
<td>4. An unforeseen prolonged incapacity of yourself due to pregnancy or maternity/paternity</td>
<td>If you were aware of the pregnancy before the module start date, the impact on your study of the pregnancy or maternity/paternity must be greater than might reasonably have been anticipated.</td>
<td>Hard copy or email notification followed by documentary evidence. Certificate, letter or medical statement from GP or consultant confirming the situation.</td>
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<td>5. An unforeseen prolonged incapacity of yourself due to gender reassignment</td>
<td>If you had undertaken gender reassignment before the module start date or by then you were aware of the arrangements to do so after that date, the impact on your study must be greater than might reasonably have been anticipated.</td>
<td>Hard copy or email notification followed by documentary evidence. Certificate, letter or medical statement from GP or consultant confirming the situation.</td>
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<tr>
<td>6. An unforeseen change in employment circumstances with the effect that it is not reasonably possible to continue to study due to the extreme nature of the work, poor communications or the absence of study facilities.</td>
<td>Other than in the case of a posting of a member of the British armed forces, circumstances which may occur in the course of normal working life such as change of job, relocation, an increased workload or reasonable travel requirements will not be considered.</td>
<td>Hard copy or email notification followed by documentary evidence. E.g. letter or email from your employer or commanding officer.</td>
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<tr>
<td>7. Maladministration on the part of the University.</td>
<td>Action or inaction which could be classed as maladministration on the part of the University and which has affected your academic progress. This does not extend to circumstances that are beyond the control of the University.</td>
<td>Any relevant evidence to support your application e.g. record of student contact.</td>
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<tr>
<td>8. Other exceptional circumstances of a serious nature beyond your control.</td>
<td>Circumstances beyond your control that significantly reduced the time available for study over a sustained period.</td>
<td>Supporting evidence e.g. report from emergency services, social services, police or counsellor.</td>
</tr>
<tr>
<td>9. Caring responsibilities</td>
<td>If your caring responsibilities were in place before your module start date, the impact on your study must be greater than might have reasonably been anticipated.</td>
<td>Hard copy or email notification followed by documentary evidence. E.g. Letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation.</td>
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