

Conditions of Registration 2016/17

Supplementary Agreement (Social Work)

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Approved February 2017 for study starting from 1 August 2016

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1 Introduction

- 1.1 This document sets out the additional terms that you are agreeing with The Open University (OU) 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.
- 1.2 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.

2 Definitions used in this Supplementary Agreement

Social Work Qualification

is the BA (Hons.) Social Work (England), the BA (Hons.) Social Work (Scotland) or the BA (Hons.) Social Work (Wales)

Regulatory Authority

is the Health and Care Professions Council in England, Scottish Social Services Council in Scotland, Care Council for Wales in Wales

Employer

is the entity with whom you have a contract of employment

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 OU and others by the Placement Provider

Placement Provider

is the entity providing access to a practice learning environment for the purposes of social work education

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

Practice Assessor (Wales) or Practice Educator (England and Scotland)

the individual(s) appointed by the Sponsor or Placement Provider to provide supervision of practice learning and assessing relevant learning outcomes, who must be appropriately qualified and identified to the OU

Programme Tutor

A person appointed by the OU and having general responsibility for managing students' performance across the Social Work Qualification modules and facilitating meetings for the practice learning aspects of modules

3 Summary of the main terms of the Supplementary Agreement

- 3.1 This section sets out a brief summary of the supplementary terms of your agreement to study a Social Work Qualification with the OU.
- a. You are agreeing to comply with and abide by the professional standards set by the Regulatory Authority.
 - b. You are agreeing to have sponsorship in place (or be accepted onto the independent/non-sponsored route in Scotland or Wales), or you will not be permitted to register for the compulsory practice-based modules that form part of your Social Work Qualification.
 - c. You are agreeing to comply with the legal and service requirements of your Sponsor and Placement Provider.
 - d. 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. You agree to notify your OU Programme Tutor and your Sponsor, as soon as possible, of any concerns you have of not meeting such requirements.
 - f. You understand that the OU 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. You agree that the OU, 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 [OU Data Protection Policy](#).

4 Professional Standards and Fitness to Practise Procedure

- 4.1 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 OU [Fitness to Practise \(FtP\)](#) procedure which 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 OU Programme 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.
- 4.2 In order to be eligible for the award of Social Work Qualification you must, in the reasonable opinion of the OU, satisfactorily meet both the academic requirements and the professional standards requirements.
- 4.3 Notwithstanding that you may have been awarded module credit which satisfies the academic and practice learning requirements of the Social Work Qualification, that qualification may be withheld by the OU on the recommendation of an FtP panel if it has been determined that you have failed to meet the required professional standards in respect of matters which have occurred prior to the conferment of the qualification.
- 4.4 If a Social Work Qualification has been conferred and any matters occurring before the conferment of the qualification subsequently come to light that, in the opinion of an FtP panel, ought to have been declared and, if so, would have resulted in the withholding of the Social Work Qualification the matter shall be referred to the Central Disciplinary Committee of the OU who shall have the power to withdraw the Social Work Qualification.
- 4.5 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.

5 Practice Learning Opportunities

- 5.1 When you register for a Social Work Qualification with the OU, you agree to:
 - a. Cooperate 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/Practice Educator and Programme Tutor for each placement for any module for which you are required to undertake a Practice Learning Period.
 - c. Cooperate with your Sponsor or Placement Provider and meet any reasonable requirements to maintain the reputation of the Sponsor and/or Placement Provider and the OU, and for compliance 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.
- 5.2 The Practice Learning Agreement will include a requirement for you to cooperate with the Practice Assessor/Practice Educator in order for them to:
 - a. Carry out observations and supervised practice, and offer regular feedback to you throughout the Practice Learning Period;
 - b. Carry out such assessment responsibilities as the Social Work Qualification programme requires; and

- c. Participate in planning, monitoring and review meetings with you and your Programme Tutor.
- 5.3 In the event that you are in breach of clause 5.1 or the terms of your Practice Learning Agreement, so that in the reasonable opinion of your Sponsor or Placement Provider and your Programme Tutor, it is not reasonably practicable for you to complete a Practice Learning Period, neither your Sponsor nor the OU shall be under any obligation 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.
- 5.4 If difficulties arise in the course of a Practice Learning Period that may cause your learning to be disrupted, this will be managed by the OU in accordance with the guidance set out in the Practice Learning Guide.
- 5.5 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 your current stage, you will be required to complete your current stage module within 12 weeks of the start of your next-stage module, unless you have obtained exceptional permission from the faculty's Board of Studies for Health, Wellbeing and Social Care to deviate from the specified study order.
- 5.6 If you do not pass or complete the preceding module, you may be deregistered from the new module, in which case you may not re-enrol until you have completed the outstanding module.

6 Termination of Sponsorship/Employment

- 6.1 If you leave the employment of or cease volunteering with your Sponsor, then your Sponsor's responsibilities as set out in this Supplementary Agreement, will cease at that point. In order to remain registered for the Social Work Qualification, it will be your responsibility to find 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.
- 6.2 In the event of termination of the OU's collaboration agreement with your Sponsor for whatsoever reason, the OU will use its reasonable endeavours to take all such steps as are necessary to enable you to finish the Social Work Qualification programme including completing all necessary modules and carrying out all necessary Practice Learning Periods.
- 6.3 You must complete your Social Work Qualification within eight years (England and Wales) or ten years (Scotland) 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 through reasons beyond your control (see Appendix A). Other circumstances under which permission may be granted for an extension are:
- If you are suspended under FtP procedures and subsequently reinstated
 - If you lose your job through no fault of your own, and are unable to find immediate replacement
- 6.4 If for any reason you are unable to complete a practice learning opportunity, you may be able to bank periods of continuous assessment. On your return to studies, you may

be required to undertake another block of continuous practice learning to make up your required hours of study. A decision on your eligibility to bank assessment will be based on the guiding principles set out in the Disrupted Placement Policy, available in the 'Practice management' section of the relevant module website, and further information about deferral with assessment banking can be found in the [Assessment Banking Rules](#), available via StudentHome.

7 Termination of registration

7.1 Your registration for the Social Work Qualification may be cancelled in the circumstances set out in the [Conditions of Registration](#). In particular you are required to:

undertake practice learning with the Sponsor or an agreed Placement Provider
maintain the standards of the Regulatory Authority with respect to your health, competence and standards of behaviour.

7.2 If you fail a module (this includes the failure of any examination resit or resubmission of an end-of-module assessment or portfolio) it is at your Sponsor's discretion whether they will continue to support you with the Social Work Qualification programme.

7.3 You are required to find a replacement Sponsor in order to continue with the practice learning modules; you may however, study an academic module within the stage you are currently studying, provided you are able to meet the learning outcomes of that module.

8 Information sharing and Data Protection

8.1 By entering into this Supplementary Agreement, you expressly agree that:

- a. The OU, your Sponsor and any Placement Provider may share information about your health, disability, academic performance and professional standards so far as it relates to your study for a Social Work Qualification. In particular there is a duty to share information about issues relating to your conduct which might affect your professional suitability or fitness to practise and your continued participation in any practice learning environment.
- b. The OU, your Sponsor and any Placement Provider will keep secure any information shared among them; they will process it only in accordance with the OU Data Protection Policy.
- c. The OU may consider any such concern through its Fitness to Practise Procedure and that 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 OU.
- d. Your Sponsor, your Employer or any Placement Provider may notify the OU of any matter which might give rise to any concern about your ability to meet the professional standards of the Regulatory Authority.
- e. The OU, your Employer, your Sponsor and any Placement Provider may share information and evidence about matters relating to your conduct which 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 matters under their own procedures notwithstanding that The OU FtP procedure may also be invoked in respect of those matters.

- f. The OU will, if required to do so, notify the Regulatory Authority of any matter relating to suitability or fitness to practise that is under investigation and the outcome of any investigation. However, the OU 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.
- 8.2 On the completion of your Social Work Qualification the OU will, if required, to do so, provide any report or reference required by the Regulatory Authority as a condition of entering practice in Social Work.
- 8.3 If, on completion of the academic requirements, the award of a Social Work Qualification is being withheld, the OU will provide any report or reference required by the Regulatory Authority in respect of that matter.

9 Withdrawing from your studies

- 9.1 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.
- 9.2 The OU will administer any Fee Credits or Fee Refunds that are due in accordance with the [Fee Rules](#).

Appendix A

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

Criterion	Conditions and notes	Supporting evidence required
1. Death of a close family member, partner or dependant.	A close family member is defined as someone on whom you are dependent (emotionally or financially) or who was dependent on you.	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).
2. An unforeseen prolonged incapacity of yourself or a close family member due to serious illness, accident or medical condition	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.	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).
3. Disability	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.	Corroborative evidence from University records e.g. tutor or Student Support Team. Certificate, letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation.
4. An unforeseen prolonged incapacity of yourself due to pregnancy or maternity/paternity	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.	Hard copy or email notification followed by documentary evidence. Certificate, letter or medical statement from GP or consultant confirming the situation.

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Criterion	Conditions and notes	Supporting evidence required
5. An unforeseen prolonged incapacity of yourself due to gender reassignment	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.	Hard copy or email notification followed by documentary evidence. Certificate, letter or medical statement from GP or consultant confirming the situation.
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.	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.	Hard copy or email notification followed by documentary evidence. E.g. letter or email from your employer or commanding officer.
7. Maladministration on the part of the University.	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.	Any relevant evidence to support your application e.g. record of student contact.
8. Other exceptional circumstances of a serious nature beyond your control.	Circumstances beyond your control that significantly reduced the time available for study over a sustained period.	Supporting evidence e.g. report from emergency services, social services, police or counsellor.