

# **Conditions of Registration 2020/21**

Supplementary Agreement (Policing)

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### Scope

#### What this document covers

This Supplementary Agreement applies to students that have been accepted on to the Police Constable Degree Apprenticeship (PCDA) only and sets out the additional terms relating to study of a PCDA.

#### What this document does not cover

This Supplementary Agreement does not apply to any students other than those accepted on to a PCDA, including students on other Apprenticeships.

#### Supplementary Agreements superseded by this document

The Conditions of Registration Supplementary Agreement (Policing) 2020/21 is a new supplementary agreement.

#### Summary of significant changes since last version

The Conditions of Registration Supplementary Agreement (Policing) 2020/21 is a new supplementary agreement produced specifically for students studying a PCDA.

# **Related Documentation**

#### Refer to this document in conjunction with:

- Student Privacy Notice
- Apprenticeship Privacy Notice
- <u>Conditions of Registration for Apprentices</u>
- Fitness to Practise Policy
- <u>The College of Policing Code of Ethics</u>
- Qualification-specific regulations for your Police Constable Degree Apprenticeship qualification

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#### 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 Police Constable Degree Apprenticeship (PCDA) qualification. It is the Supplementary Agreement referred to in the <u>Conditions of Registration for Apprentices</u> and should be read together with those Conditions and the rules, regulations and policies referred to within them and in this agreement. By registering for a PCDA qualification, you are agreeing to these terms.

This Supplementary Agreement is effective from the date your registration for your PCDA qualification is confirmed by the University 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 agreement may relate to your personal circumstances, please contact your Apprenticeship Programme Delivery Manager (APDM).

# 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 PCDA qualification with The Open University. You are agreeing to:
  - Remain in employment with the named Police Force contracting with the Open University
  - b) Comply with the legal requirements of your Employer as set out in their respective policies and procedures
  - c) Comply with and abide by the professional standards set by the College of Policing and your employing Police Force. You must do this in order to be awarded your PCDA qualification.
  - d) Notify The Open University and your employing Police Force as soon as possible, of any concerns you have of not meeting such requirements.

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- e) You understand that The Open University may suspend or terminate your registration or deny the award of the PCDA qualification if the terms set out in this agreement are not met.
- f) You understand that The Open University and your employing Police Force may share necessary 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 <u>Student Privacy</u> <u>Notice, Apprenticeship Privacy Notice</u> and the <u>funding rules of the ESFA</u>.

#### 2 Professional Standards and Fitness to Practise (FtP) Procedures

- 2.1 By entering into this Supplementary Agreement you explicitly acknowledge that you understand and agree to be bound by <u>The College of Policing Code of Ethics</u> set by <u>The College of Policing</u> which apply to all students studying for the PCDA qualification. 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 PCDA qualification, you may be referred under The Open University's <u>Fitness to Practise (FtP) Policy</u>.
  - b) You agree to notify The Open University as soon as practicable of any matter which may give rise to any concern about your ability to meet <u>The College of Policing Code of</u> <u>Ethics</u>, referring any such matter verbally, electronically or in writing to your Apprenticeship Programme Delivery Manager (APDM).
- 2.2 If a PCDA qualification has been awarded and any matters occurring before the award of the qualification 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 PCDA, the matter shall be referred to the University's Central Disciplinary Committee who have the power to withdraw the degree qualification.
- 2.3 If the PCDA qualification is not awarded you may be offered an alternative Open University qualification for which you have met the credit requirements.

#### **3** Termination of Employment

3.1 If your employment is terminated for any reason during your apprenticeship, please contact your Practice Tutor or Apprenticeship Programme Delivery Manager (APDM) as soon as possible as this will affect your ability to continue with your programme of learning.

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#### 4 Information sharing and Data Protection

- 4.1 Please see The Open University's <u>Student Privacy Notice</u> and the <u>Apprenticeship Privacy</u> <u>Notice</u> for full information on how data 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:
  - a) The Open University will share information about your academic performance and professional standards relating to your study for a PCDA qualification with your Employer Police Force. In particular, information about issues relating to your conduct may be shared where it might affect your professional suitability or fitness to practise and your continued employment. Your Employer Police Force has the right to deal with employment related matters under their own procedures, independently to the Open University's <u>Fitness to Practise Policy</u>, however this may also be invoked in respect of those matters.
  - b) The Open University may consider any concern through its <u>Fitness to Practise Policy</u> and this may lead to conditions being applied to your continued registration on the programme, your suspension, deregistration from the programme, or your expulsion from The Open University.
  - c) Information about your health and any declared disability may be shared with your
    Employer Police Force 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 your duties.
  - d) The Open University will keep any information shared secure and process data in line with the <u>Student Privacy Notice</u> and <u>Apprenticeship Privacy Notice</u>. Your Employer Police Force will store and process information in accordance with their Privacy Notices.
  - e) Your Employer Police Force may notify The Open University of any matters that might raise concerns about your ability to meet the professional standards of <u>The College of</u> <u>Policing</u>.

#### 5 Withdrawing from or deferring your studies

5.1 If you intend to defer or withdraw from your PCDA qualification before it is completed, you should discuss this with your APDM and Employer Police Force. If you have deferred a

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module, your APDM, in turn, will liaise with your Employer Police Force, who may be liable for any additional fees when you resume studying the module.

### **Glossary of terms**

#### **Apprenticeship Programme Delivery Manager (APDM)**

This refers to the contact person who supports Apprentices and Employers throughout their Apprenticeship Programme. They offer support and advice on recruitment, registration and eligibility; and act as the conduit between the Employer and The Open University. They provide support to line managers/workplace mentors and Apprentices. APDMs also review, track and respond to Apprentice progression by working with the Employer, the Apprentice and The Open University to achieve successful completion. They collect and act upon feedback from the Employer and the Apprentice to continually enhance this process.

#### **Employer Police Force**

This term for the purpose of this agreement refers to the Police Force working in partnership with the Open University that has employed you as an apprentice to complete the Police Constable Degree Apprenticeship.

#### **Practice Tutor**

This refers to the individual appointed by The Open University to provide support, guidance and quality assurance in respect of an apprentice's learning in practice and the Employer Police Force's assessment of the apprentice's competence throughout the PCDA qualification.

## **Further clarification**

If you have any queries around the content provided within this document and how to interpret it, please contact your APDM.

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

## **Alternative format**

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

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