



EPA reasonable adjustments & special considerations policy

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Scope of the Policy

This policy covers the delivery of NCFE End-Point Assessments (EPA) which are subject to internal and external Quality & Compliance. NCFE EPA products include those which may be offered and/or delivered under an NCFE-owned brand name (for example 'CACHE').

The policy also forms part of a suite of policies for NCFE's EPA products and services, all of which are designed to:

- protect apprentices who are registered with us;
- minimise the risk of an Adverse Effect occurring;
- help support us and all other partners involved in risk management and risk minimisation;
- help ensure we and all partners comply with all relevant legislation and guidance;
- help improve and refine our products and services.

For our partners, this policy supports compliance with the Contract. It does not replace any of the requirements contained within that Contract. Non-adherence to our policies may constitute maladministration, malpractice and/or a breach of the Contract. Please ensure all policies are read and implemented carefully.

Purpose of the policy

Our policy assists us and our partners, by outlining the framework for investigating and dealing with reasonable adjustments and special considerations. This is important in situations which could result in a detrimental effect to the apprentice and/or could potentially compromise the integrity of our standards, systems and/or processes.

Who needs to know about the policy?

Partners must make sure that apprentices and staff, who are involved in the design, delivery, management, assessment and/or quality assurance of our EPA, are familiar with the contents of this policy. Staff can include site, sub-site or contractual staff.

Obtaining copies of the policy

Partners can download copies of the policy from our platform or request copies from NCFE, using the contact details provided in the contact section.

Reviewing the policy

We will review this policy annually, as a minimum, and where otherwise necessary, and may revise it in response to the findings of any review.

Complaint

Partners have the right to express their dissatisfaction regarding our actions, products or services. Please refer to the NCFE Complaints Procedure on our website for more information.

Section 1

Overview of reasonable adjustments and special considerations

The Equality Act 2010 requires End-Point Assessment Organizations (EPAOs) to make reasonable adjustments to ensure an apprentice who is disabled as defined in the Act are not placed at a substantial disadvantage in comparison to apprentices who are not disabled.

Assessment should be a fair test of an apprentice's knowledge and what they are able to do; however, for some apprentices, the usual format of assessment may not be suitable. Therefore, some apprentices may require reasonable adjustments to allow them to access assessments fairly.

There are two ways in which access to fair assessment can be maintained:

- **Reasonable Adjustments** - can be agreed before the assessment takes place for apprentices who are disabled within the meaning of the Equality Act 2010 and would be at a substantial disadvantage in comparison to someone who is not disabled.

A reasonable adjustment may be unique to that individual and may not be included in the list of available Reasonable Adjustments. Whether an adjustment will be considered reasonable will depend on several factors which will include, but are not limited to:

- the needs of the disabled candidate;
- the effectiveness of the adjustment;
- the cost of the adjustment; and
- the likely impact of the adjustment upon the candidate and other candidates.

An adjustment will not be approved if it:

- involves unreasonable costs to the awarding body;
- involves unreasonable timeframes; or
- affects the security and integrity of the assessment.

This is because the adjustment is not 'reasonable'.

- **Special Considerations** - can be applied any time during EPA period or post assessment for apprentices who have temporarily experienced illness, injury or some other event outside of their control either during an assessment or during the overall EPA period. It is applied when the issue or event has had, or is reasonably likely to have had, a material effect on a candidate's ability to take an assessment or demonstrate his or her normal level of attainment in an assessment. Every request must be reviewed on a case by case basis.

Special consideration can go some way to assist a candidate affected by a potentially wide range of difficulties, emotional or physical, which may influence performance in their examinations. It cannot remove the difficulty faced by the

candidate. This means that there will be some situations where candidates should not be entered for an examination. This is because only minor adjustments can be made to EPA stipulations. To make larger adjustments would jeopardize the integrity of EPA.

A reasonable adjustment or special consideration is any action that helps to reduce the effect of a disability, difficulty or circumstances that places the apprentice at a substantial disadvantage in the assessment situation.

Reasonable adjustments and/or special considerations should **not** give the apprentice an unfair advantage. The apprentice's result must reflect his or her achievement in the assessment and not necessarily his or her potential ability. Adjustments **must not** affect the integrity of what is being assessed or compliance with the requirements of assessment.

The provision for reasonable adjustments and/or special condition arrangements are made to ensure that apprentices receive recognition of their achievement so long as the equity, validity and reliability of the assessments can be assured. Such arrangements are not concessions to make assessments easier for apprentices, nor are they to give apprentices a head start.

All apprentices, regardless of their reasonable adjustment or special consideration, must still meet the minimum requirements to achieve their apprenticeship.

EPAOs and partners are only required by law to do what is 'reasonable' in terms of applying adjustments or considerations. What is reasonable will depend on the individual circumstances, cost implications and the practicality and effectiveness of the adjustment. Other factors, such as compliance with requirements of Assessment Plans or regulatory conditions, will also be taken into consideration.

For Reasonable Adjustments NCFE EPA adhere to IfATE and JCQ guidelines. These regulations reflect a whole centre/training provider approach to access arrangements and reasonable adjustments. It is therefore the responsibility of the head of centre/training provider, members of the senior leadership team, the SENCo/assessor(s) and where relevant the SEN Governor to familiarise themselves with the entire contents of the guidelines.

Section 2

When is a reasonable adjustment or special consideration applied?

Reasonable adjustment	Special Consideration
<p>Reasonable adjustments are approved or set in place before the assessment activity takes place; they constitute an arrangement to give the apprentice access to the assessment activity.</p> <p>The reasonable adjustment will then be made to the assessment arrangements.</p> <p>NCFE must have approved all necessary reasonable adjustment arrangements before the time of the apprentice completing any assessments.</p> <p>Only reasonable adjustments that have been approved by NCFE EPA should be applied during the EPA period.</p>	<p>Special considerations can be applied any time during EPA, if an extenuating circumstance affects the apprentice’s ability to conduct EPA during the EPA period.</p> <p>A special consideration can also be applied after an assessment if there is a reason the apprentice may have been disadvantaged during the assessment.</p> <p>Reasons for special consideration could be temporary illness, injury or adverse circumstances during the assessment or period of EPA.</p> <p>The approval of special considerations will depend on the individual circumstances and will consider the difficulty faced by the apprentice and the reason for the special consideration request.</p> <p>Every Special Consideration will be reviewed on a case-by-case basis.</p> <p>Where an assessment confers a Licence to Practise, it may not be possible to apply special considerations.</p>

Section 3

How to request a reasonable adjustment or special consideration

Reasonable adjustment	Special Consideration
<p>To request a reasonable adjustment you should complete the reasonable adjustment request form on SEPA. You can find this in the 'EPA details' section for each apprentice.</p> <p>All requests for reasonable adjustments must be collated and supported by valid, current evidence of learning need and/or medical condition as per the JCQ Access Arrangements and Reasonable Adjustments guidelines.</p> <p>Requests are typically evidenced on JCQ Forms 8 & 9. For further information about relevant evidence and the forms to be used to support your application please use the guidance above.</p>	<p>To request a special consideration you should use the Special Consideration Form found on the EPA Policy page here.</p> <p>All special consideration requests should be clearly evidenced. We will not complete a special consideration request if we feel we do not have sufficient evidence of an extenuating circumstance and/or the grounds and outcome written statements are not clear, valid or complete.</p>

Section 4

Timescales for requesting a reasonable adjustment or special consideration

Reasonable adjustment	Special Consideration
<p>To ensure that requests can be honoured before an assessment takes place, you are required to submit reasonable adjustment requests 3 months prior to assessment. Any requests submitted outside of this time-frame may not be approved, or we may not be able to meet the requirements for planned assessment dates.</p> <p>Once a request for a reasonable adjustment is received, NCFE will aim to review the request and evidence provided within 10 working days.</p> <p>Reasonable adjustment(s) will not be approved until sufficient evidence is provided.</p>	<p>Special considerations can be applied any time during EPA, if an extenuating circumstance affects the apprentice’s ability to conduct EPA during the EPA period.</p> <p>If you feel an actual assessment outcome was affected by an extenuating circumstance that occurred at the time of assessment, we will only accept requests for special consideration after the results of that assessment have been released.</p> <p>To request a special consideration for an extenuating circumstance that occurred within assessment, you should request a special consideration within 5 working days of the grade release.</p> <p>Once a request for a special consideration is received, NCFE will aim to review the request and any available evidence within 10 working days.</p> <p>Special consideration(s) will not be approved until sufficient evidence is provided.</p>

Section 5

Outcomes of requests

5.1 Outcomes of a reasonable adjustment request or special considerations

The outcome of a reasonable adjustment or special consideration request could be:

- approval of requested adjustment / special considerations
- rejection of your request due to regulation/policy stipulations
- rejection of your request based on insufficient or invalid evidence
- rejection of your request based on internal records of assessment
- rejection of your request based on the reasonableness of the request, as mentioned in section 1
- suggested alternative adjustment / special considerations

5.2 Appealing our decision

If partners are dissatisfied with the outcome of the request that has been submitted, they may submit an appeal in line with our EPA Enquiries and Appeals Policy.

Section 6

Contact

If you have any queries relating to this policy, please contact NCFE EPA Quality & Compliance team:

Email: epaqualityassurance@ncfe.org.uk

Post:
NCFE EPA Quality & Compliance Team
Q6, Quorum Park
Benton Lane
Newcastle upon Tyne
NE12 8BT

Mandatory disclosure and confidentiality

Mandatory disclosure

It is imperative that the integrity of our assessments are maintained. We are aware that partner organisations often work with more than one End-Point Assessment Organisation (EPAO), and that therefore more than one EPAO may be at risk when things go wrong.

Our regulators have outlined some specific conditions that we must meet to protect the integrity across the sector. This includes the requirement that where certain things are identified (such as malpractice), or certain actions taken (such as when sanctions are applied) the regulators and other relevant EPAOs who may be affected must be informed.

Depending on the seriousness of the matter, we may be required to declare to our regulators that we are no longer compliant due to an act or omission by partners which has put us in breach. In this event, we may have regulatory action directed against us, such as monetary penalties. In accordance with the Contract, where appropriate, we reserve the right to direct such financial penalties against partners, should they be as a result of the act or omission.

Confidentiality

We may need to access confidential information. We will ensure that such information is kept secure and only used for the purposes of the investigation and in line with relevant data protection legislation. We will not normally disclose the information to third parties unless required to do so, e.g. to our regulators and/or the Police or other relevant and/or Statutory Bodies.

Termination for convenience

Our actions under this Policy and any sanctions imposed will be proportionate. Where possible, we will always try to work with partners in resolving issues. However, nothing within this policy precludes us from invoking our right under the Contract to terminate our relationship with partners.