



Sanctions Policy

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Overview

Professional Assessment Limited (PAL) has two sanctions policy, this policy is for external parties and is in place to protect the integrity of the awarding and results of end-point assessment activities undertaken by PAL.

A second Suspension and Sanctions policy is a dedicated policy for PAL personnel, again to protect the integrity of end-point assessment activities and ensure our design, development, delivery and awarding of results are valid, fair, and reliable and can be trusted by all parties as an authentic reflection of an apprentice's ability to meet a particular Apprenticeship standard.

Every attempt has been made to align the provisions of this document with the relevant regulatory body requirements. Where the requirements of a regulatory body change, or where inadvertently these procedures conflict with that of the regulatory authority, the latter shall apply.

Where the requirements of the regulatory authority are amended and require changes to this document, such changes will be made as soon as practically possible, and PAL will inform its stakeholders (centres and third parties) accordingly.

Policy Scope

This policy is applicable for all the Apprenticeship standards that PAL is approved to assess and should be read in conjunction with our additional sites statement, withdrawal policy, invoicing policy, service level contracts, appeals and disputes policy, and maladministration and malpractice policy.

Who is this policy for?

This policy is intended for*Independent Training Provider/ Colleges/Employers/*¹Employer Providers, third parties and centres who have a service level contract with PAL and are required to comply with the terms and conditions of this contract and PAL's EPA Manual and Quality Assurance Manual Requirements.

PAL assessors and IQAs should be familiar with this policy and should review this policy in conjunction with PAL's internal sanction and suspension policy.

Purpose

Professional Assessment Ltd (PAL) needs to make sure that the centres, third parties and relevant stakeholders (to include employers, providers, and apprentices) we work with, take all reasonable steps to guarantee that we can comply with the regulatory requirements associated with Apprenticeship standards and qualifications.

The purpose of this policy is to:

- Identify issues of non-compliance that could result in sanctions at an individual or entity level
- Outline the actions that PAL will take when issues of non-compliance arise at centres or with third parties associated with end-point assessment activities.
- Set out how PAL will enforce the terms of our service level agreement (contract)

Centre and Third Party

In accordance with the General Conditions as issued by Ofqual, a Centre is any organisation that delivers part of a qualification on behalf of an awarding organisation. In an EPA context an employer or provider that delivers or marks an assessment or part of an assessment will meet the definition of a Centre; this will include activities such as invigilation, but not include the location of the workplace and any equipment, resources associated with the apprentice's job role and workplace.

¹ * referred to as Providers in this policy

Based on the conditions and EPA level conditions PAL have defined a centre as **“an organisation that administers the delivery of, or invigilates, an assessment without a PAL representative in attendance, or an organisation that makes assessment judgements, that is not a representative of PAL”**

The following chart summarises the PAL interpretation of the Ofqual conditions:

It should be noted that PAL in nearly all cases acts as the sole assessor and invigilator, which includes the administration of assessment. Sanctions can be applied to Apprentices, Employers, and Providers, that PAL would regard as valued stakeholders and clients, but whom have no direct involvement in any aspect of end-point assessment.

| Activity | Detail | Who is present | Ofqual Definition |
|--------------|---|--------------------------------------|-------------------|
| Invigilation | An employer/Provider is involved in the invigilation of an assessment, but not involved in assessment decisions or marking | Without a PAL representative present | Centre |
| | | With a PAL representative present | Third Party |
| Delivery | An employer/Provider is involved in the administrative delivery of the assessment, but not involved in assessment decisions or marking. For example: <ul style="list-style-type: none"> taking delivery of written question papers in advance of the assessment, handing out written question papers to Learners, setting up online assessments, delivering instructions to Learners before the assessment commences, ensuring that the awarding organisation's rules in relation to the conditions under which the assessment is taken are adhered to, including Invigilation, and collecting written responses to assessment and sending to the awarding organisation. | Without a PAL representative present | Centre |
| | | With a PAL representative present | Third Party |
| Marking | An employer/Provider is involved in marking and making assessment judgements. Please note at the current time PAL does not use Employers or Providers personnel to undertake any form of marking or grading. | Without a PAL representative present | Centre |
| | | With a PAL representative present | Centre |
| Premises | An employer/Provider is providing assessment premises, but is not involved in assessment invigilation, administration, or assessment / marking | n/a premises provision only | Third Party |

PAL will apply this policy to Employers, Providers, Apprentices which includes third parties and centres. PAL requires Employers, Providers, and Apprentices to co-operate with any investigation PAL is required to undertake in connection with alleged or actual malpractice or maladministration.

Definitions

Sanctions: Sanctions are actions that can be applied to (Employers; Providers; Apprentices; Centres; Third Parties and relevant stakeholders) that fail to comply with PAL policies, procedures or instructions and guidance, and/or do something which may pose a risk to and or jeopardize the integrity of the end-point assessment process and thereby threaten PAL's role and function as end-point assessment organisation.

A sanction can be applied against an organisation; site; or an individual either separately or in combination.

Adverse effect: An act, omission, event, incident, or circumstance has an Adverse Effect if it:

- Gives rise to prejudice to Apprentices (learners) or potential Apprentices (learners), or
- Adversely affects:
 - The ability of PAL to undertake the development, delivery, or certification request in accordance with the relevant EQA guidance, ESFA conditions for the EPAO register or other regulatory conditions such as the condition of recognition
 - Public confidence in the Apprenticeship programme, standards and end-point assessment

Employers, Apprentices Providers, Third Parties responsibilities

PAL requires Employers, Providers and Third Parties to comply with the terms and conditions outlined in PAL's service level contracts, the EPA manual, and any other guide or information that details acceptable practice and ensures valid, reliable, and consistent and comparable assessment. Centres additionally will need to comply with additional enforceable requirements and protocols as issued by PAL. Providers, Employers and Third Parties must co-operate with any investigation and acknowledge proven non-compliance will result in the imposition of sanctions.

Providers and Employers have a responsibility to deliver a meaningful and relevant Apprenticeship offer and should apply their quality assurance policies and procedures to deter any form of poor practice and maintain the integrity of the Apprenticeship standard and programme.

Apprentices are expected to follow their training programme requirements for the in-programme delivery, as set by their training provider and employer, and be familiar with the Apprenticeship standards and assessment plan, for which they are enrolled. For EPA, where PAL is the selected EPAO, as with Providers and Employers, Apprentices should take time to review PAL's policies, accessed via our website.

Responsibilities of Employers, Providers, and Apprentices include ensuring evidence requirements for gateway and assessment are adhered to and correlate with the named apprenticeship standard. This requirement extends to portfolio evidence (for those standards which utilise a portfolio as part of the assessment) even where the assessment plan refers to reviews, as opposed to assessment, as incomplete portfolios will impact on the EPA activities and have the potential to either disadvantage the apprentice or result in resits or retakes. Non-compliance can result in the voiding or failing of assessments and will incur extra charges

Centre responsibilities²

Approved centres in the context of PAL will be involved in test invigilation and where they undertake invigilation an invigilation agreement, which is an enforceable agreement. All third parties and centres are required to adhere to PAL's policies in regard to EPA.

The Business Operations Director (BOD) and EPA team are responsible for the issue of such agreements. In respect of invigilation agreements, either the EPA Managers or Quality Manager can issue and collect such agreements, which will be stored and shared with named PAL individuals.

² It should be noted as an EPAO PAL acts as the assessor and we do not encourage or have active centres in line with our definition. Centre status is only granted post a period of training and suitable checks and only in instances where it is not feasible for PAL to undertake the appropriate invigilation activities

Approach to sanctions

PAL reserves the right to place sanctions on an Employer/Provider organisation (third party and /or centre) and Apprentices, where it is necessary to safeguard the integrity of assessment outcomes and Apprenticeship standards (qualifications as a whole) and to protect its interests and that of all Apprentices (learners) and other stakeholders who may be affected by the impact of improper assessment activities or interventions, leading to inaccurate or false results and achievements.

Sanctions can be applied at an Organisational level, departmental or site level or against an individual or applied in a combination. Taking a decision to apply such sanctions is not taken lightly, with external parties or PAL personnel.

Where sanctions are applied, they must be complied with, and any agreed resolutions and action plans for improvements should be addressed within the agreed timescales. Sanctions will remain in place until PAL can be assured that the issues identified have been appropriately resolved and systems and processes are in place to avoid such reoccurrences of the event or omission.

The purpose of applying a sanction or sanctions is:

- To minimise the risk to the integrity of all aspects of our end-point assessment functions, specifically in relation to the awarding of assessment results and grades and requesting the Apprenticeship certificate
- To ensure that certificate requests are predicated on valid, reliable, and robust assessment activities
- To allow PAL and potentially other AO/EPAOs where relevant, time to investigate potential maladministration and /or malpractice whilst maintaining the integrity of the Apprenticeship standards involved
- To protect PAL's business and reputation

In any situation where there is a concern about the ability of an Employer or Provider (third party or centre) to meet the terms and conditions of the service level contract, or financial obligations, then PAL reserves the right to undertake an investigation to determine the level of risk.

Likewise, if in addition to the service level agreement, PAL has any concern about a centre being able to meet the terms and conditions of the invigilation agreements, PAL reserves the right to undertake an investigation to determine the level of risk.

The duration of the investigation will depend on the complexity and extent of alleged or actual non-compliance and the PAL Quality team will undertake the investigation under the direction of the BOD.

The risk assessment may require the concerned party to complete an incident report which must be returned to PAL's Business Operations Director **within ten working days of receipt**. PAL will inform the specified party if any such incident report is required. PAL's Responsible Officer will review all such incident reports and advise the PAL Board accordingly.

PAL will appraise relevant parties of the duration of the investigation by updates provided on a monthly basis, or more frequently if agreed.

A decision to impose a sanction on an Employer or Provider or apprentice (centres or third parties) will be discussed and agreed by PAL's Business Operations Director and Qualifications Director³ and ratified by the PAL Board⁴.

Applied sanctions will result in increased scrutiny of the sanctioned organisation/individual activities by PAL's EPA and Quality team. The BOD will oversee any communications regarding the imposition of sanctions, which will have

³ Qualifications Director is also the Responsible Officer

⁴ PAL's MD chairs the Board, PAL's governing body and holds the role of Deputy responsible Officer.

been agreed by the Board, with recommendations from the BOD and the Qualifications Director, who is the Responsible Officer.

Communications with the relevant regulators will be undertaken by the Responsible Officer, or Deputy Responsible Officer, or a member of PAL personnel who are part of the regulations team. PAL will use the agreed channels of communication to make such notifications. The regulator may also require PAL to advise all other AO/EPAOs of sanctions applied, so they are aware of the situation and can review their systems, processes, or any working relationships they may have with the sanctioned individual or organisation.

There is also the possibility that PAL can receive notifications from the regulator or other AOs/EPAOs regarding sanctions they have applied to others, with the expectation that based on the reason for sanctions PAL may need to assure itself that our systems and approaches are working effectively and efficiently and that we have not experienced the same assessment breaches as they have experienced.

Levels of sanctions

Centres (Employers and Providers with centre status)

PAL will impose a level of sanction, depending on the seriousness, extent and frequency of non-compliance and the risk the non-compliance presents to Apprentices and the wider Apprenticeship/ standard community.

In cases of serious and proven non-compliance where an assessment outcome or assessment outcomes are unreliable and assessment security has been breached, PAL may withdraw a 'Centre's' approval to undertake the previously agreed assessment activities and consider withdrawal from centre/third party arrangements and contractual arrangements to safeguard PAL's reputation and the integrity of assessment materials.

In the instance of any sanctions being imposed, or a withdrawal PAL will provide centres with guidance on how to protect the interest of the Apprentices (learners) and ensure the security of the apprentice's (learner) access to assessment and achievement, as far as is practically possible and within the parameters of the apprenticeship funding rules.

Where a sanction has been imposed, PAL will communicate the decision in writing to the named person as detailed in the service level contract, or if alternative contact details have been provided, the named contact on our client requirement information, within **five working days** of the decision being made.

Where sanctions involve additional quality assurance arrangements and checks, this will be at the Centre's expense. The fees are not refundable.

The type /level of sanction will be applied, depending on the evidence discovered, presented and available. PAL reserves the right to inform the relevant regulators of any legitimate concerns, which PAL believes constitutes an adverse effect, or in all probability the current actions will culminate in an adverse effect.

Third Parties (Employers and Providers and any individual or organisation commissioned in some area of assessment design, development, and delivery)

In cases of serious and proven non-compliance where an assessment outcome or assessment outcomes are unreliable and assessment security has been breached, PAL will consider the imposition of high-level sanctions, or possible withdrawal.

In the instance of any sanctions being imposed, or a withdrawal PAL will provide third parties with guidance on how to protect the interest of the Apprentices (learners) and ensure the security of the apprentice's (learner) access to assessment and achievement, as far as is practically possible and within the parameters of the apprenticeship funding rules.

Where a sanction has been imposed, PAL will communicate the decision in writing to the named person as detailed in the service level contract, or if alternative contact details have been provided, the named contact on our client requirement information, **within five working days** of the decision being made.

Where sanctions involve additional quality assurance arrangements and checks, this will be at the third party's expense. The fees are not refundable.

The type /level of sanction will be applied, depending on the evidence presented, discovered and available. PAL reserves the right to inform the relevant regulators of any legitimate concerns, which PAL believes constitutes an adverse effect, or in all probability current actions will culminate as an adverse effect.

Sanctions Levels- Centres and Third Parties

PAL may apply these sanctions either individually or in combination. PAL will determine the appropriateness of the sanctions to be applied, depending upon the evidence presented.

| Level | Rationale | Sanction | What does this mean |
|-------|---|--|---|
| 1 | Minor and infrequent errors with data processing and gateway submissions. Minor non-compliance or areas for further development to ensure full adherence to contracts but no threat to the programme delivery and Apprentices progressing to gateway. | Action plan | One or more of the following: <ul style="list-style-type: none"> Action point(s) will be identified in a discussion/email/ letter to the centre/third party. Head of centre/third party contact to review the centre's procedures/ third party procedures and report back to PAL on improvement/actions to be implemented by a set date |
| 2 | Frequent errors with data processing and gateway submissions, leading to the possibility or actual delay of assessments, or using inaccurate data requests for certification. Not responding to actions or requests for additional data registration information, in the timescales agreed. Some non-compliance with the Service Level Contracts, and guidance provided by PAL which may delay gateway submissions and the Apprentices' opportunities to progress, but no obvious threat to programme delivery and Apprentices progressing to gateway | Organisation placed at risk Greater scrutiny of Provider administrative practices subject for a review Written warning and action plan | One or more of the following: <ul style="list-style-type: none"> Action plan agreed between PAL and the Centre/ third party, to be implemented within timescales. In general, the timescales will be between ten working days and three months. Action plan should include how the centre /third party (and this should include all interested parties) will address the Service Level Contracts and/or guidance made available via manuals, EPAPro and Padlets non-compliance Centre/third party (this may include both Employer and Provider or one or the other) to review procedures for data processing and gateway submissions Temporary suspension of gateway submissions |

| Level | Rationale | Sanction | What does this mean |
|-------|---|---|---|
| 3 | <p>Loss of integrity of examination practices.</p> <p>Persistent errors with data processing and gateway submissions</p> <p>Risk of invalid claims, or possibility of invalid claims, for certification.</p> <p>Several areas of non-compliance with the Service Level Contracts and PAL guidance and in the case of centres (approval and invigilation agreements)</p> <p>Non-compliance with the specific Apprenticeship assessment plan, with suggested impact on overall Apprentices results compared to other Apprentices on the same standard</p> <p>Failure to comply with financial terms and conditions</p> <p>/ Financial risk.</p> | <p>Organisation placed at risk</p> <p>Suspension of further referrals</p> <p>Removal of test invigilation activities- where centre status is approved</p> <p>Increased monitoring by PAL</p> <p>Potential need to report to regulators and other EPAOs/AOs</p> | <p>One or more of the following:</p> <ul style="list-style-type: none"> • Test invigilation undertaken by centre ceased • Centre/third party increased scrutiny of all assessment evidence generated as projects and portfolios until PAL satisfied agreed actions and revised procedures have made the required improvement • PAL may increase, at the Centre's expense, the normal level of quality assurance monitoring that takes place in relation to the standards/qualification(s) to include location visits. • PAL may increase at the third-party expense, additional monitoring visits • Action plan agreed between PAL and Centre/Third party, to be implemented, with timescales. Timescales may vary subject to the type of non-compliance under investigation. • Temporary suspension of registration and/or EPA activities • Head of Centre or/Third party required to review procedures and advise PAL's Business Operations Director of improvement plan • Immediate payment terms. |
| 4 | <p>Breakdown in management of specific assessment activities approved to support with <u>specific standards, or at specific sites</u>- (examination invigilation) to include failure to support apprentice and provide adequate and suitable testing environment as promised</p> <p>Abuse of reasonable adjustments or special considerations, in attempt to alter an assessment outcome and give unfair advantage to an apprentice (learner or learners).</p> | <p>Withdrawal of approval for specific assessment involvement or specific standards or specific sites/areas</p> <p>Notification to regulatory bodies and other AOs/EPAOs- in line with PAL's policies and reporting incidents</p> <p>Organisation placed at risk and entered onto PAL risk register as individual entity and</p> | <p>One or more of the following:</p> <ul style="list-style-type: none"> • Withdrawal of approval for specific assessment involvement or specific standards or specific sites/areas temporarily or permanently. <i>PAL will ensure all Apprentices in EPA, wherever possible can continue their assessments and other Apprentices working on specific standards are appropriately safeguarded</i> • Potential delay in the issue of results • If this requires additional resource from PAL to facilitate |

| Level | Rationale | Sanction | What does this mean |
|-------|---|--|--|
| | Non-compliance with many areas of the Service Level Contract and provided guidance and information | specific risk and scrutiny of all sites/Apprentices working on all standards. PAL IQA sampling to increase to 100% | assessments, which incurs additional costs, outside of standard fees, provider, or employer dependent on where the non-compliance lies will need to incur extra charge |
| 5 | Breakdown in management of all assessment activities approved to support with <u>all standards</u>, or at all sites (examination invigilation)- to include failure to support apprentice and provide adequate and suitable testing environment as promised, or clear evidence of cheating and/ or malpractice Abuse of reasonable adjustments or special considerations, in attempt to alter an assessment outcome and give unfair advantage to a learner or learners. Deliberate falsification of gateway evidence or presenting portfolio/project evidence that is not the direct work of the apprentice (learner) Non-compliance with many areas of the Service Level Contract and provided guidance | PAL plans withdrawal as EPAO Notification to regulatory bodies and other AOs/EPAOs- in line with PAL's policies and reporting incidents | All the following likely to apply <ul style="list-style-type: none"> • PAL will terminate contract as per our service level agreement- advising all concerned parties • PAL will discuss with relevant regulator and ESFA how best to support the Apprentices (learners) registered with PAL- reaching or in gateway or in EPA • Potential delay in the issue of results • If PAL incurs extra costs as a result of alternative arrangements and additional support of Apprentices, fees will be charged in addition to the standard assessment fee |

Failure of a Centre or Third Party (Employer and or Provider) to Meet Payment Terms

Please refer to our invoicing policy and service level contract. PAL does reserve the right to suspend services and ultimately to cease working with any Provider or Employer who fails to meet its payment terms or is regarded as a financial risk. In all such cases PAL will endeavour to ensure the security of the apprentice's achievement is protected and we will discuss, explore, and utilise all available options to undertake end-point assessment activities for those Apprentices affected.

Centre Withdrawal

Please refer to service level contract regarding termination clauses

Regarding Providers and Employers wishing to withdraw as a centre⁵, we request that PAL is given adequate notice, so alternative assessment arrangements can be made, and the Apprentices are not disadvantaged. Withdrawal as a centre does not necessarily mean a termination of the service level contract, it is a change of provision, the service level contract will remain in place, but any additional approval agreement and invigilation agreement will be terminated.

⁵ The current apprenticeship funding requirements provide clarification regarding changes to the apprentice's employed status and location and changes to EPAOs. PAL will follow the latest funding rules

If a Provider/Employer (third party) wishes to terminate their contract, please refer to the service level contract where the contact details can be found for the Business Operations Director, who we request is contacted in the first instance.

Further information is available in the Withdrawal Policy.

Sanctions against individuals working in provider and employer settings

Sanctions Imposed on Centre Staff

“Centre Staff” refers to any individual working for or on behalf of an organisation that has centre status, either as an employee or in any capacity such as (but not limited to) a contractor, consultant, trainer, acting on behalf of the centre

Concerns regarding activities of a centre may be limited to specific members of staff where PAL has no confidence in the competence of an individual to discharge their duties at a Centre. If the imposition of such a sanction means for example the ‘Centre’ can no longer support test invigilation, PAL will make alternative arrangements and undertake the test administration directly.

The contractual relationship between an EPAO and Providers and Employers means wherever possible where PAL has raised concerns regarding individual conduct, we will ask the centre to take remedial action to resolve any issues and will request from them, confirmation that appropriate actions have taken place.

Where PAL directly identifies poor practice during an element of end-point assessment by a centre staff member, PAL reserves the right to invoke a sanction. Sanctions will be agreed as detailed earlier in this policy.

Sanctions imposed on third party staff

Third party personnel have no active involvement in assessment; however, they are involved in supporting gateway submissions, making requests for reasonable adjustments and have access to evidence items such as portfolios and projects, that can be presented as evidence, or underpin assessment activities. Persistent failure to comply with gateway requirements or evidence submission which can and will affect an apprentice’s ability to progress, is likely to incur some form of sanction.

Third parties may also be commissioned to support assessment instrument design, development, or pre-assessment testing.

Concerns regarding activities of a third party may be limited to specific members of staff where PAL has no confidence in the competence of an individual to discharge their duties at an Employer or Provider or supplier organisation. If the imposition of such a sanction means for example an assessment plan notes the presence, not the involvement of an employer representative is required at a professional discussion and PAL has reasonable cause to believe the third party representative’s involvement will disrupt the assessment process, or disadvantage the apprentice, or adversely affect the independent assessor’s ability to determine the apprentice’s competence, PAL will make alternative arrangements excluding the employer representative, to allow the assessment to go ahead confirming any arrangements with the respective apprentice and relevant personnel of the appropriate regulators.

Where PAL directly identifies poor practice or behaviour during an element of end-point assessment by an employer staff member, PAL reserves the right to invoke a sanction, where the employer representative is involved in assessment activities or assessment administration.

Furthermore, if PAL has placed a sanction on an individual to prevent them from discharging a specific role or activity, any attempt to circumvent this sanction will be treated as malpractice and a threat to the integrity of the standards/ qualifications. This will lead to an escalation in sanctions.

Please note PAL personnel are covered by PAL's sanction and suspension policy.

Sanctions applied against Apprentices/ Learners

Any sanction imposed on any Apprentice will apply to that apprentice only.

Apprentice malpractice during on-programme activities or undertaking functional skills English and Maths or other qualifications, approved by other agencies are dealt with by the Providers policy and procedures. Where malpractice or maladministration is suspected or identified during the end-point assessment phase of the Apprenticeship PAL retains the right to impose a sanction on an apprentice/learner directly.

Where apprentice/learner malpractice has occurred, following investigation and/or a hearing, PAL reserves the right to request from the Apprenticeship service that any certificate claimed is invalidated and revoked.

| | Sanction | What does this mean |
|---|---|--|
| 1 | Written warning against individual staff member | Identified person is notified via their organisation, that if there are further occurrences of inappropriate practice a higher sanction will be applied. |
| 2 | Special conditions | Special conditions imposed on future involvement in examinations and/or assessments by the member of staff. |
| 3 | Training | Member of staff required, as a condition of future involvement in examinations/assessments, to undertake specific training or mentoring, within a stated period, with a review at the end of the training. |
| 4 | Suspension or Permanent Ban | Member of centre staff barred from all involvement in the delivery of its examinations/assessments, either for a set period or permanently. External agencies will be informed. Member of centre staff and/or third party staff barred from any involvement in applying for reasonable adjustments; submitting gateway submissions; involvement in evidence compilation that contributes to end-point assessment activities, either for a set period or permanently. External agencies will be informed. |
| 5 | Permanent Ban | Member of staff barred from any involvement in any activity pertaining to end-point assessment. External agencies will be informed. |

Sanctions will be communicated to the apprentice concerned, and to the respective provider and employer at which the apprentice/ Learner is registered, in line with PAL's maladministration and malpractice policy.

| | Sanction | What does this mean |
|---|-----------------------------|--|
| 1 | Written Feedback | Apprentice issued with feedback that if the offence is repeated further specified sanctions will apply. Provider and employer advised |
| 2 | Written Warning | Additional evidence and re-assessment of specific aspects of the EPA, required. Apprentice advised if the offence is repeated further specified sanctions will apply. Provider and employer advised. |
| 3 | End-point Assessment halted | Non-achievement recorded- relevant stakeholders notified. Recommended apprentice returns to a period of training and learning. Apprentice will need to undertake full re-assessment. |

| | | |
|----------|---|---|
| 4 | End-point assessment halted | Non-achievement recorded; relevant stakeholders /regulatory bodies notified immediately. PAL will not reassess |
| 5 | Apprenticeship/ Qualification achievement invalidated | Request to ESFA to have certificate revoked, cancelled/withdrawn. Relevant stakeholders/regulatory bodies will be notified immediately. |

Appeals

Centres, Centre staff, third parties, third party staff and Apprentices/ Learners have the right to appeal against any sanction which has been imposed. Full details can be found in the PAL Enquiries and Appeals Policy.

Notification to external agencies

PAL will immediately inform the relevant regulators of any serious breaches relating to Apprenticeship standards as outlined in Ofqual’s General Condition B3, and EPA3 e.g., those which it deems may have an adverse effect on the integrity of the qualification, programme of learning, PAL as an EPAO and other EPAOs and AOs and associated regulatory and funding bodies.

Monitoring and review

PAL records sanctions issued via our governance and compliance reporting systems and will review this policy and the nature of sanctions as part of its self-evaluation arrangements.

The Business Operations Director and Qualifications Director will advise the PAL Board and the Advisory Group at the appointed meetings of any sanctions being applied or withdrawn relating to quality assurance and assessment activities.

The Director of Audit and Compliance will update the risk register to reflect sanction reporting.

PAL will review this policy on an annual basis and when necessary, in response to Provider, Employer and apprentice/learner feedback, changes in its practices, advice from the regulatory authorities or external agencies, changes in legislation, or trends identified from previous instances of malpractice or maladministration

In addition, this policy may be updated considering operational feedback to ensure our arrangements for dealing with appeals remain effective.

Regulatory references

PAL is required to establish and maintain compliance with regulatory conditions and criteria. This policy relates to Ofqual General Conditions of Recognition: Identification and management of risks A6; Management of incidents A7; Compliance with Regulatory Documents B7; Arrangements with third parties C1; Arrangements with Centres C2.

Date Created: 29/11/2020

Last Review: 17/10/2023

Next Review: 17/10/2024

Person Responsible for review: Business Operations Director

This Policy has been agreed by Linda Martin, Managing Director