

**NATIONAL CONTRACT
FOR THE PLACEMENT OF
CHILDREN AND YOUNG PEOPLE
IN DAY AND RESIDENTIAL INDEPENDENT
AND NON-MAINTAINED SPECIAL SCHOOLS**

This National Pre Placement Contract is supported and strongly recommended by the **Department for Children, Schools and Families**, the **Regional Partnerships**, the **Local Government Association**, the **Association of Directors of Children's Services**, and the **National Centre for Excellence in Residential Childcare**, all of which have been actively involved in its development.



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NEGOTIATED NATIONAL PRE-PLACEMENT CONTRACT FOR THE PROVISION OF SERVICES

Introduction

Section 128 of the Standards Framework Act 1998, sections 347 and 348 of the Education Act 1996, section 316a of the SEN and Disability Act 2001, the Children Act 1989 and the associated regulations give details of placement arrangements for Children and Young People in schools not maintained by the Local Authority. Under section 1(6) of the Care Standards Act 2000, a school which accommodates Children and Young People for 295 days or more in one year is also classified as a Children's Home.

The purposes of this Contract are to:

- Ensure that there is a single core contract covering Education, Care and Health provided in settings primarily identified as schools, acting as a National Contract and Pre-Placement Agreement for England
- Reduce bureaucracy and repetition
- Share good practice
- Improve partnership
- Improve quality by ensuring and safeguarding high standards of Education and Care
- Facilitate dialogue
- Provide a model that both day and residential special schools and placing authorities can sign up to.

Values and Beliefs

All signatories to this Contract agree to adopt and promote values which place children, young people and their families at the centre of their respective service provision. The Provider will work in partnership with the Authority to support children and young people in achieving the 5 outcomes set out in the Children Act 2004:

1. Being healthy
2. Staying safe
3. Enjoying and achieving
4. Making a positive contribution
5. Economic well being

The Provider will, with the Authority, support children and young people in achieving these outcomes through:

Providing a safe, stable and caring environment which supports children and young people's educational and social development

Ensuring that all children and young people are treated as individuals at all times, including through planning and review processes. Children and young people will be supported to be involved and to have their voices heard during decision making processes

Safeguarding children and young people's welfare by the application of clearly stated operational procedures, established standards of practice and provision, including the use of safe recruitment procedures for staff appointments (as set out in DCSF Guidance and the National Minimum Standards for Children's Homes and Residential Special Schools).

Promoting the principal of partnership between children, young people, families, the Authority and the school

Being attentive and responsive to the Child's individual needs and rights in relation to age, gender, ethnicity, sexuality and disability and meet specific cultural and religious needs

Promoting transparency between schools and Local Authorities

This Contract has been revised in 2003 and 2007 as a result of negotiations between NASS, the LGA, and the Regional Partnerships with the support of DCSF, DoH and ADSS. It has been promoted as the National Pre Placement Contract for England. It builds on the pilot NASS/LGA Partnership Agreement launched in October 1999 and on other regional contracts. Any comments on the National Contract should be directed to NASS and the SEN and Disabilities Division at the DCSF. All prior versions of this Contract are revoked.

Following the evaluation and review of the National Contract, which was completed in April 2007 it is anticipated that the Contract will next be reviewed in 2010 and subsequently not more than every three years by the above parties by mutual agreement or at any other time subject to any party giving to the others a period of notice of not less than three calendar months. The schedules to this Contract as they refer to an individual child or young person shall be reviewed as part of that child or young person's annual review of the statement of SEN or periodic LAC reviews.

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- A. Any written proposals/letters of clarification/amendments either general or in respect of individual placements as and when issued.

- 1.13 The "Contract" means this contract and includes the Contract, Schedules and Appendices to which reference may properly be made to ascertain the rights and obligations of the School and the Authority. ***For the Contract to be referred to as the National Schools Contract, no alterations are to be made to the main Contract and Schedule 1 and items from the main Contract and Schedule 1 must not be included as new items in Schedule 2.***
- 1.14 "Day" means a working week day and unless otherwise stated does not include bank holidays, weekends or school holiday periods.
- 1.15 "Fees" shall mean the fees so detailed herein at Schedule 2 in respect of a Child which the Provider is to receive from the Authority for the Service, as may be varied in accordance with Clauses 2 and 3.
- 1.16 "Financial Year" means the twelve calendar months accounting period commencing on the 1st of April each year and ending on 31st March in the following year.
- 1.17 "Headteacher" means the person designated Headteacher by the School who acts in loco parentis. In some schools, the person who acts in loco parentis might be known by the title "Principal".
- 1.18 "IEP" means Individual Education Plan (or equivalent?) and is the plan for a Child's educational programme for which the Provider is responsible.
- 1.19 "Individual Placement Schedule" means the individual arrangements agreed by the Provider and the Authority for a Child who is the subject of a Placement and encompassing the arrangements within this Contract agreed between the Authority and the Provider and which is set out at Schedule 2 of this Contract.
- 1.20 "Lead Professional" means someone who takes the lead to co-ordinate provision and be a single point of contact for a Child and their family, when a range of services are involved with that Child or family and an integrated response is required.
- 1.21 "Location" means the location of the Provider's premises from where education and care is primarily to be provided.
- 1.22 "Parent" means the person(s) having parental responsibility for a Child as defined by the Children Act 1989.
- 1.23 "PEP" means the Personal Education Plan which is the plan for the education of a looked after Child.
- 1.24 "Period of the Contract" means the dates specified in this Contract during which the Service is to be provided (see 2.4 below).
- 1.25 "Personal Adviser" means the adviser employed by the Connexions or Careers Service to provide universal information, advice and guidance to children and young adults between the ages of 13 and 25 years.
- 1.26 "Placement" means a specific commitment made by the Authority through the completion of Schedule 2 in respect of a Child and agreed by the Provider for the provision of education and care to address a Child's individual needs in accordance with their Statement, IEP and/or PEP.
- 1.27 "Plan" refers to all necessary plans for the education and care of an individual Child according to current legislation and statutory guidance.
- 1.28 "Provider" means the organisation or body which maintains the School and shall include its representatives, employees, sub-contractors, successors and assigns.
- 1.29 "Review" means the annual or other review of a Child's Statement. For looked after children, Reviews are meetings held at intervals governed by S.26 of the Children Act 1989 which are fully recorded and which include consultation with the Child, Parent/Carer, and significant others as defined (including the Provider).

- 1.30 "Schedules" means the Schedules annexed hereto.
- 1.31 The "School" means the school, children's home or college named in section 2.1 of Schedule 2 and whose offer to provide education or education and care has been accepted by the Authority. Under section 1 (6) of the Children Act 1989 a School which accommodates Children for 295 days (as in 1.12) per year or more must also register as a Children's Home.
- 1.32 "School Day" means a term-time day Monday to Friday.
- 1.33 "School Contracts Officer" means the person or persons appointed by the Provider to oversee and monitor this Contract and to act as its representative for the purpose of the Contract.
- 1.34 "Serious Breach" means circumstances where either Party has been shown to have failed to fulfil its obligations in accordance with the requirements set out in this Contract, being a breach which goes to the root of this Contract such failure being considered so serious and fundamental to the continuance of the Contract as to justify immediate termination.
- 1.35 "Service" means all provision of education, care, work, actions and responsibilities required of the Provider as described in this Contract.
- 1.36 "Statement" means a Statement of Special Educational Need (SEN) for which the Authority is responsible.
- 1.37 "Supplementary Charges" means charges to be paid by the Authority over and above the agreed Fees which have been negotiated between the Authority and the Provider in order to meet a Child's additional needs.
- 1.38 "Transition Plan" means the plan devised following the Year 9 annual Review and updated at subsequent Reviews to draw together information from a range of individuals in order to plan coherently for the Child's transition to adult life and for which the Provider is responsible.
- 1.39 "VAT" means any value added tax as imposed under the Value Added Tax Act '94 and associated legislation.
- 1.40 "Voluntary Parental Contribution" means a voluntary contribution payable directly to the Provider by a parent, or other third party, outside the terms of this Contract.
- 1.41 "Week" means a working week and does not include weekends or bank holidays.

Interpretation

1.42 In this Contract unless otherwise specified:

- 1.42.1 reference to a Party is reference to a Party to this Contract and includes the Party's permitted assignees and/or the respective successors in title to substantially the whole of its undertaking;
- 1.42.2 reference to a person includes any person, individual, company, firm, corporation, government, state or agency of a state, or any undertaking whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists;
- 1.42.3 reference to a statute or statutory instrument or any of its provisions is to be construed as a reference to that statute or statutory instrument or such provision as from time to time amended or re-enacted;
- 1.42.4 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 1.42.5 reference to "Clauses", "Paragraphs" or "Schedule(s)" is to, clauses or paragraphs of or schedules to this Contract; and

1.42.6 “includes” and “including” shall mean including without limitation.

1.42.7 The index to and the headings in this Contract are for information only and shall be ignored in construing it.

2. Contract Status

2.1 This Contract is an umbrella contract that may not be altered (except where it expressly provides otherwise), under which parties may from time to time agree for the provision of Services for a Child by the Provider. Such Services and any additional contractual terms applicable to the Services shall be set out in the Individual Placement Schedules (Schedule 2s) and/or Appendices. It forms part of a suite of National Contracts alongside the National Residential Care Contract.

2.2 Except where specifically provided to the contrary in an Individual Placement Schedule each Individual Placement Schedule shall be subject to this Contract. Insofar as any condition in an Individual Placement Schedule conflicts with this Contract, the Individual Placement Schedule shall prevail but only to the extent that such Individual Placement Schedule is inconsistent with the terms and conditions of this Contract.

2.3 Standard of Service

2.3.1 The Provider agrees to provide a Service as specified in this Contract in respect of Children placed by the Authority in the care of the Provider.

2.3.2 The Provider shall not assign or subcontract this whole Contract, or any part of it, without the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed SAVE FOR the Authority consents to the sub-contracting of childcare tasks for the purpose of temporarily covering sickness, absence or the departure of permanent staff or for dealing with additional workload on a short-term basis. This consent is subject to the School being satisfied that any agency used for such purposes has staff vetting procedures that comply with statutory regulations and current guidance and good practice. The Authority also consents to sub-contracting of domestic or ancillary tasks including without limitation cleaning and laundry services, provided that this does not result in a breach of this Contract.

2.3.3 The Provider will ensure that the Service meets the quality standards detailed in this Contract and complies fully with the requirements detailed in the Statement, IEP and/or PEP and Care Plan for the Children as appropriate to the Placement Arrangements.

2.4 Period of Contract

This Contract is effective from the date of signature shown in Clause 21.1 and will continue until termination by either Party in accordance with Clause 13.

2.5 Scope of Contract

This Contract will apply to all Individual Placement Schedules between the Authority and the Provider during the Period of the Contract.

2.6 Variations to Schedule 2

2.6.1 The Provider may propose, or the Authority may request, during the Period of the Contract, a variation in the manner in which the Service is provided and funded by the Authority.

2.6.2 Where there is a substantial change in the Child's needs linked to their IEP and Care Plan, the School Contracts Officer will consider whether any variations shall be made in respect of the Fees or any Supplementary Charges. Any proposed variation must be accompanied by a clear explanation of why such a variation is considered necessary and a full breakdown of how the new fees or additional charges have been

calculated. No variation should be made without the written agreement of both Parties and proposals should be made to allow sufficient time for full discussion between both Parties.

2.6.3 Schedule 2 may only be amended if such amendments are agreed in writing, signed by the duly authorised representatives of the Provider and the Authority following prior discussion of the need for proposed alterations and consideration of the time required to implement any agreed changes.

2.6.4 Where the Parties cannot reach agreement as to a variation of the Fees resulting from any proposed Service variation, the Parties shall follow the dispute resolution procedures in Clause 12.

3. Financial Arrangements

3.1 Fees

3.1.1 The Fees payable by the Authority to the Provider for each Child shall be set out in each Individual Placement Schedule.

3.1.2 Any other fees relating to additional services and in respect of a Child which the Provider has agreed to supply will be separately identified in each Individual Placement Schedule.

3.1.3 The Authority is responsible for all agreed Fees which are not Voluntary Parental Contributions. The Provider must notify the Authority and give written details of such Fees.

3.1.4 All amounts due under this Contract are exclusive of VAT except where it expressly provides otherwise.

3.2 Payment of Fees

3.2.1 The Provider shall be entitled to claim in respect of a Child payment of those Fees specified in the Individual Placement Schedule in respect of that Child from the date of his or her admission or the first day of each subsequent School term or payment period as agreed in advance by the Provider and the Authority.

3.2.2 The Provider shall render an invoice in respect of such Fees in accordance with this Contract as soon as reasonably practicable and the Authority shall pay any invoice within 30 days of receipt as specified in Schedule 2. Payment made by the Authority shall not imply acceptance by the Authority that the Services have been satisfactorily performed. The Provider shall have the right to make late payment charges in line with current legislation when payment is not made within 30 days of invoice receipt.

3.2.3 The Fees will not be varied during the financial year except as agreed in advance between the Provider and the Authority in writing.

3.2.4 The Provider will, ordinarily, seek to limit any annual fee increase to an amount derived from October RPI, Local Authority Pay Award based on spinal column point 38 for the upcoming financial year and Teachers Pay Settlement for the upcoming year as follows:

40% related to Teachers Pay Settlement
40% related to Local Authority Pay Award
20% related to RPI

The Provider shall notify the Authority of any proposed change in the level of Fees for the following financial year, giving reasonable time for consideration by the Authority. In the case of schools whose financial year runs from April to March this will usually be no later than the preceding 31st October to be confirmed no later than 28th February and earlier if possible. In the case of schools whose financial year runs from September to August this will usually be no later than the preceding 31st March to be

confirmed no later than 31st July and earlier if possible. Any Fee increase which is proposed by the Provider will not normally exceed the increase specified by the formula, but may do so in exceptional circumstances. In these circumstances this must be justified by budgetary analysis and through prior consultation with the Authority. Exceptional circumstances may include (without limitation) where the teachers' pay award exceeds the original estimate, where pay awards for other groups of staff exceed the teachers' pay award or where trustees/directors have carried out a review of the Schools' circumstances in line with charity law or other regulatory control, such reviews to be infrequent.

3.2.5 The Authority will not be liable to meet the Fees in the following circumstances:

- i) When a Child has been permanently excluded from the School. The Authority's liability will cease on the day that the exclusion is confirmed by the School in accordance with any arrangements for appeals or 15 School Days after the Headteacher has notified the Authority of the exclusion, whichever is the earlier.
- ii) When the Child has been excluded for a fixed term period exceeding 15 School Days and the School has been unable to provide suitable alternative education where appropriate, as defined, for the period of the exclusion. The Authority will not meet the Fees beyond 15 School Days, but will resume paying the Fees from the date that the Child returns to the School.
- iii) Where a Child is directed not to attend the School on the advice of a Child Protection Officer of the Authority because of a Child Protection incident involving the Child and the School cannot provide suitable alternative education. In this circumstance the Authority will meet the Fees for a period not exceeding 15 School Days from the date of the Child's last attendance. The Authority will resume paying the Fees from the date that the Child returns to School.
- iv) Where a Child is absent for more than 15 School Days on account of illness and the School is unable to continue to provide education and if the Authority is having to provide home tuition or hospital school education. After 15 School Days the Authority will deduct the cost of this support from the Fee, the deduction not exceeding the equivalent of the School's daily rate for the Child.
- v) When a Child dies. In this event the Authority will meet the Fees for 6 weeks or through other mutually acceptable arrangement unless there are circumstances which enable the school to waive the Fee i.e. the School is able to fill the place vacated by the death of the Child. In such circumstances, the Authority would cease to be liable to meet the Fees from the date that a Child is admitted to the vacated place.
- vi) Where there has been a Serious Breach of this Contract by the School. In this event, the Authority's liability will cease on the date of the letter notifying the School of the termination of the Contract.

3.2.6. In the case of a permanent exclusion, the date of the exclusion shall be that date on which, in accordance with the School's policy on exclusion, following appropriate notice and consultation, in line with the Clause 4 of Schedule 1 it is deemed that a return to the School will not be possible.

3.2.7 Independent Schools must provide the Authority with an annual account of income received and expenditure incurred in respect of each pupil placed at the School, in accordance with regulation 6(7) of Independent Schools Standards, Education Act 2002 (S162a)

3.3 Voluntary Parental Contributions

- 3.3.1 The Provider shall be entitled to request voluntary contributions from a Parent for any services, activities, materials or items of clothing provided by the Provider and not included or listed within the Fees detailed in the Individual Placement Schedule. Neither a Child's Placement with the Provider, nor his or her opportunity to take part in the whole curriculum of the School, shall be prejudiced by any unwillingness or inability on the part of the Parent to make Voluntary Parental Contributions.
- 3.3.2 Voluntary Parental Contributions shall be met by the Parent or Child or Young Person (if over 18) where they or an authorised person have agreed in writing to do so and where the Authority has been given prior notification. The Authority accepts no responsibility for the payment of such contributions.

4. Approval, Statutory and other Regulations

- 4.1 The Provider shall inform the Authority immediately of any adaptation, change to or restriction placed upon the approval of the School by the Secretary of State for Education and Skills, and of any change in status.
- 4.2 The Provider will operate in accordance with all relevant Acts of Parliament, amendment or re-enactment of any Act, Statutory Regulation and any other such laws and statutory guidance, as may affect the provision of education and care specified under the Contract including relevant parts of:
- i) The Education Act 1996
 - ii) The Children Act 1989 and Regulations made under the Act
 - iii) The School Standards and Framework Act 1998
 - iv) The Children Act 2004 and Regulations made under the Act
 - v) The Education Act 2002 (Amended 2005)
 - vi) The Education (Non-Maintained Special Schools) (England) Regulations 1999
 - vii) The Special Educational Needs and Disability Act 2001
 - viii) The Education (Independent School Standards) (England) Regulations 2003
 - ix) The Education (Independent School Standards) (England) (Amendment) Regulations 2004
 - x) The Education (Independent School Inspection Fees and Publication) (England) Regulations 2003
 - xi) Approval Regulations for Independent Special Schools
 - xii) The SEN Code of Practice 2001
 - xiii) The Care Standards Act 2001
 - xiv) The Human Rights Act 1998
 - xv) The Race Relations (Amendment) Act 2000
 - xvi) The Sex Discrimination Act 1975
 - xvii) The National Minimum Standards for Residential Special Schools, Boarding Schools or Accommodation of Students under age 8 by Further Education Colleges of Children's Homes
 - xviii) The Disability Codes of Practice (Schools and Post 16) 2002
 - xix) DfES Guidance "Inclusive Education - Children with Special Educational Needs" 2001
 - xx) DCSF Guidance "Access to Education for Children and Young People with Medical Needs" 2001
 - xxi) Circular DCSF/0027/2004 – "Safeguarding Children in Education"
 - xxii) Circular DCSF/1568/2005 Safeguarding Children: Safer Recruitment and Selection In Education Settings
 - xxiii) The Disability Discrimination Act (Amendment) Regulations 2003
 - xxiv) The Disability Discrimination Act 2005
 - xxv) The Disability Discrimination (Public Authorities) (Statutory Duties) Regulations 2005
 - xxvi) The Disability (Pensions) Regulations 2003
 - xxvii) The Education (Modification of Enactments Relating to Employment) Order 2003: SI 2003/1964

- xxviii) The Employment Equality (Age) Regulations 2006:
- xxix) The Employment Equality (Sex Discrimination) Regulations 2005
- xxx) The Employment Equality (Religion or Belief) Regulations 2003: SI 2003/1660
- xxxi) The Employment Equality (Sexual Orientation) Regulations 2003: SI 2003/1661
- xxxii) The Equality Act 2006
- xxxiii) Education (Prohibition from Teaching or Working with Children) Regulations 2003
- xxxiv) Education (Prohibition from Teaching or Working with Children) (Amendment) Regulations 2004
- xxxv) All other relevant Acts, Regulations and enabling powers and provisions

4.3 Health and Safety

The Provider undertakes to take all reasonable steps to secure the health and safety of the Child and shall at all times comply with:

- 4.3.1 All relevant Health and Safety Acts, Health and Safety Regulations and Codes of Practice approved by the Health and Safety Commission.
- 4.3.2 All relevant and appropriate guidance and good working practices, as published by the Health and Safety Executive.
- 4.3.3 Its own Health and Safety Policy, systems and procedures.

5. Conflict of Interest

- 5.1 In order to prevent conflicts of interest arising and in accordance with the Local Government and Housing Act 1989, Local Authority Officers and Councillors cannot participate in the award of any contract to an organisation in which they have an interest. The Provider will, therefore, inform the Authority's Contracts Officer if any elected member or employee of the Authority is a member of a governing body or is a trustee of the Provider or the School or has a financial interest in the Provider.

6. Indemnity and Insurance

- 6.1 Through keeping appropriate insurance policies to cover its legal liabilities (see 6.2) the Provider shall indemnify the Authority against damages, costs, actions and other loss liability claims suffered or incurred by the Authority arising from this Contract including, but not limited, to any act of neglect or default of the Provider's employees or agents save where the same is due to an act of negligence or an omission of the Authority, its employees or agents.
- 6.2 The Provider shall have in place the following minimum insurance requirements, unless individual circumstances notified and agreed in advance with the Authority have been determined.
 - (i) Employer's liability (a sum to be determined by the Provider commensurate with the potential liabilities of the Provider but at least to the value of £10,000,000)
 - (ii) Public liability (at least £5,000,000 in respect of any one claim)
 - (iii) Buildings and Contents (including Children's clothing, personal belongings and money in accordance with any written statement to parents from the Provider concerning loss of personal property)
 - (iv) Directors and Officers liability, Trustees' liability, Professional liability or similar as appropriate to the Provider's circumstances (a sum to be determined by the Provider commensurate with the potential liabilities of the Provider but at least to the value of £1,000,000 any one insurance period) which should be in place for a 6 years period following the termination of the Contract and the IPS in respect of retrospective claims.

- (v) The Provider shall have in place motor vehicle insurance commensurate with the potential liabilities of the Provider relating to the operation of vehicles used for the transport of pupils by the School.

7. School Employees

- 7.1 The Provider shall at all times during the Contract employ sufficient persons appropriately qualified to deliver the standards of education and care required by this Contract.
- 7.2 Recruitment of all staff (including ancillary staff and those on a contractual/sessional basis) and volunteers who work with Children in the School will include checks with the Criminal Records Bureau checking system (at Standard or Enhanced level as appropriate), with a satisfactory outcome. There is a satisfactory recruitment process recorded in writing, which is in line with national guidance and good practice.
- 7.3 The Provider will follow the system for recruitment as set out in Standard 27 of the National Minimum Care Standards for Residential Special Schools or Standard 27 of the National Minimum Care Standards for Children's Homes as appropriate.

8. Records, Information and Data Protection

- 8.1 The Provider will maintain procedures/systems for the keeping of records that comply with the School Records Regulations (1999) and/or relevant National Minimum Care Standards and for a minimum of 10 years or longer if the Authority specifically requests so in writing.
- 8.2 In addition to 8.1 above, the Provider will ensure that the information, records and documentation necessary to effectively monitor the performance of the Contract are accurately maintained at all times and that their validity is checked at regular intervals.
- 8.3 The Provider undertakes to provide the Authority on reasonable notice with information to allow for the monitoring, review and assessment of the Provider's capabilities to provide the standards of education and care required by this Contract and thereby to assist the Authority in meeting its statutory obligations.
- 8.4 Full written records must be kept of complaints received in connection with the Service, whether orally or in writing from any source and shall detail the action taken by the Provider in respect of each such complaint.
- 8.5 Relevant records will be made available on request to the Authority and to the Parent and/or Child subject to Clause 9.
- 8.6 The Provider will allow access to Service records upon reasonable notice to any Children's Guardian appointed by the Courts to a Child.
- 8.7 Provision must be made for the secure storage of confidential files, including but not limited to: child protection files and staff personnel files.
- 8.8 A policy of open access for Children to their own records will be employed, subject to the relevant Regulations in the Data Protection Act 1998 and the Education (Pupil Information) (England) Regulations 2005.
- 8.9 All Children have a right to privacy and, therefore, all information and knowledge relating to them and their circumstances will be treated as confidential.
- 8.10 Both Parties may collect and maintain information arising from or in connection with this Contract which will be processed manually or by computer and used in accordance with their respective needs under the terms of relevant data protection legislation. Both Parties undertake to comply with the requirements and principles of the Data Protection Act 1998 and information held by either Party may be disclosed to agencies specified in their respective registrations.

- 8.11 The Provider acknowledges the Authority's obligations under the Freedom of Information Act 2000 (FOIA) and in particular that the Authority may be required to provide information relating to this Contract or the Provider to a person in order to comply with its obligations under the FOIA.
- 8.12 The Provider will use best endeavours to facilitate the Authority's compliance, in connection with this Agreement, with the Authority's obligations under the FOIA and comply with appropriate and reasonable requests from the Authority for that purpose within 10 working days of the request being made. Any FOIA request made direct to the School will be immediately forwarded to the Authority.
- 8.13 For the purposes of this Agreement confidential information shall exclude any information that the Authority is obliged to disclose to a person under the provisions of the FOIA and any codes of practice and guidance issued by the Government and the Information Commissioner.

9. Confidentiality

- 9.1 Both Parties shall preserve confidentiality in respect of any personal information held in relation to a Child and will not disclose the same without the Parent's or where appropriate, the Child's written consent except where this is required by law or order of a court or otherwise in accordance with their notification registered with the Information Commissioner.
- 9.2 Both parties will have a policy on confidentiality which accords with the principles of the Data Protection Act 1998, and will have mechanisms in place to ensure compliance.
- 9.3 The Provider will establish a policy on the maintenance and destruction of files which will take into account all relevant legislation and include the need to consider any response to future claims for liability against the Provider.

10. Monitoring of Service Provision

- 10.1 The Provider acknowledges the right of the Authority to monitor the provision made for the care and education of a Child specified in Schedule 2 placed by the Authority. Monitoring may include visits by the Authority's representatives or agents by prior agreement with the Headteacher, or unannounced visits consistent with the legislation, provided that upon any such visit taking place the number of visitors at any one time should be no more than necessary for statutory/inspection purposes. Every effort shall be made to ensure the continued privacy of Children and minimal disruption to the education of Children.
- 10.2 Such arrangements shall be in addition to and not prejudice any Statutory Inspection under provision of the appropriate Acts.
- 10.3 The Authority may within 4 weeks of the Authority becoming aware of the same reject any Service provided which is in the Authority's reasonable opinion not equal in quality and all other respects to the service requirements set out in this Contract. The Authority shall in such circumstances be entitled to request the Provider and the Provider shall within 4 weeks of such request agree with the Authority either to provide Services in lieu to the agreed standard, to cancel any invoices raised or to provide the appropriate refund or reduction of a following payment.

11. Corrupt Practices

- 11.1 The following actions on the part of the Provider will constitute a Serious Breach and empower the Authority to terminate this Contract in accordance with Clause 13. The Provider:
- 11.1.1 Offering any gift or consideration as an improper inducement or reward to any servant of a public body;
- 11.1.2 Offering any improper inducement or exerting unreasonable pressure upon potential pupils or their relatives, or others with an interest, to attempt to encourage the potential Child, Parent or relative of the Child to use the Provider; or

11.1.3 Taking unreasonable financial advantage of its relationship with a Child.

11.2 Neither the Provider nor the Authority nor any of their employees or agents shall solicit or accept any gratuity, expensive gifts or tip or any other form of money taking or reward, collection or charge for any part of the Service other than lawful charges notified to the Authority and except where this is compliant with the Trust Deeds of the School and other relevant documents.

12. Resolution of Disputes between Parties

12.1 The Authority and the Provider shall liaise closely in the management of the Contract.

12.2 The Authority and Provider shall use their best endeavours to resolve by Agreement any dispute, disagreement or point of discord between them.

12.3 In order to resolve a dispute, the following procedure is to be used: -

- (i) Inform the other party of the need for a meeting between the Schools Contracts Officer and Authority's Contracts Officer within twenty days, or such other period that might be agreed;
- (ii) If the dispute remains unresolved, then a further meeting involving Senior Representatives of both parties may be requested within a further twenty days, or other such period that might be agreed;
- (iii) If the dispute is still not resolved, then the matter will, if both Authority and Provider agree, be referred to independent mediation as soon as reasonably practicable. The mediator shall be an individual agreeable to both parties. If the parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either party shall within 14 working days from the date of the proposal to appoint a mediator or within 14 working days of notice to either party that he or she is unable or unwilling to act, apply to the Centre for Dispute Resolution of 100 Fetter Lane, London EC4A 1DD ("CEDR") to appoint a mediator. Costs for this process shall be equally borne. Both parties agree to cooperate with the requirements of the appointed mediator and agree that all negotiations regarding the matters in dispute shall be strictly confidential and;
- (iv) If the dispute is still unresolved then the parties can agree to refer the matter to arbitration or to the courts.

13. Breach of Contract and Conditions of Termination

13.1 The Contract may be terminated forthwith:-

13.1.1 By either party on written notice if the other party is in Serious Breach or repeated breach amounting to a Serious Breach of the terms of the Contract and, the written notice should specify the particulars of the alleged breach.

13.1.2 By either party in the event of a breach capable of being remedied, if the other party has failed to take substantive steps to remedy the breach within 28 days of receipt of a written notice to remedy the same. It is agreed that termination arising in relation to this clause in relation to a specific placement relates only to that particular Placement and not this Contract or any other Placement.

13.2 Either party may terminate the Contract forthwith on written notice if the other party shall become bankrupt or make an arrangement with its creditors or enter into winding up proceedings except for the purposes of re-organisation.

13.3 Termination of the Contract shall not prejudice the rights of either party or any Child which have arisen on or before the date of termination.

13.4 The parties agree to co-operate in good faith with the welfare of the Child and continuity of Service in mind in all circumstances concerning termination of the Contract

14. Termination of a Particular Placement

- 14.1 An individual Placement may be terminated by either party giving to the other not less than 9 weeks' written notice or in respect of a Child permanently excluded, through the arrangements described in clauses 3.2.5 (i) – (iii), 3.2.6 and clause 4 of Schedule 1. In respect of a Child who dies arrangements will be as described in clause 3.2.5 (v). In the case of a Serious Breach, arrangements will be as described in clause 3.2.5 (vi). Where the Provider can justify exceptional extenuating circumstances, for instance related to a specific teacher's contract, this period may be extended to 12 weeks by mutual agreement between the Provider and the Authority.
- 14.2 No period of notice will be required for short stay residential or assessment Placements where a Child's admission and leaving dates have been agreed in advance between the Authority and the Provider except where the discharge date has been brought forward by agreement in which case up to 7 working day's notice will be applicable.

15. Force Majeure

- 15.1 Neither Party will be liable for delay or failure to perform the obligations of the Contract if the delay or failure results from circumstances beyond their reasonable control including but not limited to freak events such as storm, flood, and fire, government actions or directions, war, explosion or civil commotion or industrial dispute (excluding disputes local to the Provider), changes in the law. In the event of delay or failure arising from any such cause the parties will where practicable work together to ensure continuity to and prevent or minimise any disruption to the Services. If the force majeure event continues beyond a reasonable time with no real prospect of foreseeable change the Authority will have the right to make alternative arrangements for the provision of the Service and the Provider will have the right to seek to renegotiate the terms of the Contract.

16. Waiver

- 16.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Contract.

17. Notices

- 17.1 All notices required or permitted to be given under this Contract shall be in writing and sent by first class letter or fax or delivered by hand to the other party at the address stated herein or at such other address as the appropriate party may from time to time designate and if so sent shall, subject to proof to the contrary be deemed to have been received by the addressee on the second business day after the date of posting or successful transmission if sent by fax.

18. Law

- 18.1 The Contract shall be subject to, construed, and interpreted in accordance with English Law, and shall be subject to the jurisdiction of the Courts of England.
- 18.2 In this Contract words in the singular number shall include the plural.

19. Third Parties

- 19.1 A person who is not a party to this Contract as defined in section 1 may not enforce any of its terms under the Contract (Rights of Third Parties) Act 1999.

20. Complete Contract

- 20.1 This Contract embodies the complete Contract between the Authority and the Provider and supersedes all other written understanding and Contracts with respect to all matters referred to herein.

21. Signatures of Agreeing Parties to the Contract

21.1 This Contract dated [[day]] the [[date]] of [[month]] [[year]] is signed and agreed:

For and on behalf of the Authority

(Name of Authority) _____

whose principal office is at

(Address of Authority) _____

Position Held _____

Signed: _____ Name _____(print)
(Authorised signatory of the Authority)

Date _____

For and on behalf of the Provider

(Name of Provider) _____

whose main business address is

(Address of Provider) _____

(Name and Address of School/College/Children's Home if different from above)

DCSF No: _____ Registered Charity No: _____

Signed: _____ Name _____(print)

Position Held _____
(Provider's Contracts Officer)

Date _____

ARRANGEMENTS FOR THE PROVISION OF EDUCATION AND CARE

1. Introduction

The parties involved in the development of the National Contract are committed to reducing bureaucracy for providers and purchasers. We are supportive of moves to establish national accreditation schemes and databases, building on existing successful regional schemes.

1.1 Information to be provided by the Provider

The Provider shall make available to the Authority on request on reasonable notice a current copy of:

- 1.1.1 the Provider's DCSF number and Charity Number, where appropriate, Prospectus, Admissions Policy, Curriculum Policy, Assessment/Reporting Policy, Home School Agreement, and all relevant Care policies including those on behaviour and discipline, physical restraint, exclusion, Child Protection (with reference to Local Safeguarding Children Boards guidelines) and for the handling of complaints and other material the Authority may reasonably require, e.g. for quality assurance or accreditation purposes;
- 1.1.2 any relevant inspection reports in relation to the Provider produced by the National Care Standards Commission, CHAI, Ofsted, Health & Safety Executive and all other relevant bodies;
- 1.1.3 the Provider's procedures for the involvement of relevant support services;
- 1.1.4 details of the Provider's Governance and Development Plan;
- 1.1.5 term dates for each academic year and
- 1.1.6 evidence that risk assessment has been carried out in respect of employers' and public liability; a copy to be available on request.

1.2 Information to be provided by the Authority

- 1.2.1 The Authority will provide the Provider with all the necessary information before Placement (including a copy of the Child's Statement and any other relevant reports, unique pupil Number, individual achievement data and other available information such as Free school Meal eligibility), and where relevant, a Care Plan and PEP. Where appropriate, information will be provided through the electronic Common Transfer Form.
- 1.2.2 The Authority will provide named contact/s in respect of each Child and also notify the Provider of its procedures for out of office hours contact.
- 1.2.3 The Authority will provide the Provider with copies of all relevant correspondence between the Authority and the Parent(s) of a Child placed at the School.
- 1.2.4 The Authority will offer the Provider access to any relevant professional advice which it may have available in respect of the care and educational needs of a Child placed at the School.
- 1.2.5 The Local Authority's Missing From Care Protocol.

2. Services And Standards To Be Provided Specific services and standards to be provided by the Provider

2.1 Meeting Educational needs

The Provider will provide for each Child:

- 2.1.1 An Individual Education Plan (IEP), or alternative appropriate document, containing targets and timescales (set around the 5 outcomes listed in the Children Act 2004) within 6 weeks of admission.
- 2.1.2 Full-time education (either on site or via other appropriate provision such as local maintained schools) appropriate to the age, ability, aptitude and special educational needs of the Child in accordance with his/her Statement and taking account of information provided in Reviews.
- 2.1.3 Education in accordance with the Child's Statement (and, where appropriate, modification to the National Curriculum as specified in the Child's Statement) and the IEP.
- 2.1.4 Such further services as are detailed in Schedule 2 and agreed between the Authority and Provider from time to time following detailed assessment of the Child's specific needs and confirmed in writing by both parties.
- 2.1.5 The Provider will have in place a programme of activities, which promote the development of the Child's social, personal, leisure and life skills and which allow for a positive interaction with the School and wider community and family. Providers will make use of these activities and the educational provision detailed above to support each Child to achieve the 5 outcomes set out in Every Child Matters.
- 2.1.6 The Provider shall also send to the Authority the results of all National Curriculum tests and assessments (except in those cases where exemption is stated in the Child's Statement), the Child's School reports and copies of all other information provided to Parents.

2.2 Meeting Care Standards in residential schools

- 2.2.1 Where residential care is to be provided, accommodation and care will comply with the standards required by all relevant statutes and regulations including provision of a Care Plan written in accordance with the Children Act 1989 - Guidance and Regulations.
- 2.2.2 The Provider will follow recommendations, guidance and practices as may affect the provision of education and care under the Contract as specified in clause 4.2 of the Contract.

3. Review of a Child's Statement and Care Plan

- 3.1 Meetings to review a Child's Statement arranged by the Provider will be planned in consultation with the Authority and the Parent in order to enable attendance by a representative from the Authority in line with the SEN Code of Practice, the Parent and others concerned with a Child's welfare and education. The Provider will provide the Authority with all relevant reports at least 10 days before the Review meeting. Wherever possible, Reviews for different statutory purposes (e.g. Looked After Child Review) will be arranged in combination or to follow on from one another. At least 4 weeks notice of such meetings will normally be sent to all concerned, including the Authority and the Provider.
- 3.2 The Service provided to a Child will be reviewed in accordance with the Education Act 1996, SEN Code of Practice and Regulations and, where appropriate, the Children Act 1989 (s.26), Guidance & Regulation Volume 4 or 5 as appropriate, but Reviews may be undertaken at more frequent intervals than prescribed in the Guidance and Regulations in the event of an emergency situation arising or upon a reasonable request by a Child, Parent, Provider or the Authority.

- 3.3 The purpose of the Review will be to: consider the needs of the Child and the extent to which they have in any respect changed; consider the provision to meet those needs; and ensure that the provision continues to be appropriate. Any recommendations/advice revealing a changed need will be considered by the Authority who have the responsibility to determine whether and in what respects to alter the Statement and/or Care Plan/PEP in the case of a looked after Child.
- 3.4 The Provider shall be responsible for producing and maintaining a written record of meetings to review a Child's Statement, with a copy of the record being sent to the Authority within two weeks of the meeting. Should the Authority wish to amend or otherwise question the record it will do so within a further two week period (i.e. within four weeks of the date of the Review meeting). The Authority shall be responsible for producing, maintaining and sharing a written record of meetings to review the Care Plan/PEP of a looked after Child.
- 3.5 The persons involved in such Reviews will include the Child, Parent(s), Provider representative, Care Manager and other such persons as the Authority may consider necessary in line with the Children Act 1989, Guidance & Regulations. Normally, at the discretion of the Provider, staff who are significantly involved in a Child's welfare will attend and contribute to Reviews.
- 3.6 The Review in year 9 for the purpose of creating the Transition Plan and/or the Pathways Plan for a looked After Child. This should include any relevant assessments under the Disabled Persons (Services, Consultation and Representation) Act 1986 and the National Health Service and Community Care Act 1990. Representatives of the relevant Social Services, LEAs, Health Authority and Connexions (likely to be the Personal Adviser) will be notified of the Review and invited to attend, whether or not the young person is in school.
- 3.7 Each Review will identify any opportunities for the inclusion of the Child into Local Authority mainstream or other provision.
- 3.8 The Provider will call an emergency Review if a Placement has, or appears likely to break down.
- 3.9 In the case of all Reviews, the Provider will support the Child or Young Person to be involved and enabled to participate in his or her Review. The Child will be supported to attend and take an active role in his or her Review, where this is his or her wish.
- 4. Exclusion on disciplinary grounds**
- 4.1 The Provider shall take all reasonable steps to resolve problems with respect to misconduct on the part of a Child, including liaison with the Authority, before considering the use of formal exclusion procedures.
- 4.2 The Provider will inform the Authority at an early stage of any situation or developing problem likely to lead to an exclusion in order to give the Authority the opportunity to work with the Provider and the Parent to resolve the difficulty.
- 4.3 The exclusion period will be kept to a minimum for any one episode.
- 4.4 The Provider's policy and procedures for a fixed period and permanent exclusion will be described in the Provider's documentation submitted to the Authority. In cases where residential care is provided, the school will also detail their policy on "internal exclusion" whereby a Child is excluded from education provision within the School but remains within the residential provision.
- 4.5 A fixed period exclusion shall not exceed a total of 45 School Days in any Academic Year and the Provider will notify the Authority by telephone at the earliest opportunity, and confirm their action in writing within 24 hours. During this period:
- (i) the Child shall be returned to the care of the Parent or placing Authority as appropriate;
 - (ii) the Provider will provide school work for the Child to undertake and/or guidance with regard to activities and occupation of time during the period of exclusion;
 - (iii) the Provider will convene a meeting at the earliest opportunity with the Authority. The outcome of this meeting will be a strategy plan to be adopted for the Child's return;

(iv) in the case of a Child who is looked after by the Authority the Provider will convene an urgent review meeting to agree the next steps

4.6 In the event of a proposed permanent exclusion the Provider will notify the Authority by telephone immediately, with written confirmation provided within 3 working days. Permanent exclusion of a Child will not be confirmed until both the Authority and the Parents have been given an opportunity to attend a meeting with the Provider to discuss the matter within 15 working days. The Provider will take a further 5 working days to consider their representations and to determine whether the exclusion should be upheld.

4.7 Exclusion is deemed permanent upon expiry of the 20 working day period (15 days plus 5 days) referred to in clause 4.6 during which the Provider can consider representations and determine whether the exclusion should be upheld, unless before expiry of that period the Provider shall notify the Authority that exclusion is not upheld.

5. Care Arrangements

5.1 Contact between Children and Families

5.1.1 In the case of a residential placement of a Child who is looked after within the meaning of the Children Act 1989, the Provider will promote contact of agreed frequency/regularity, in line with the Child's Care Plan, and the Contact with Children Regulations. In the case of every Child placed by the Authority with the Provider, it will encourage all aspects of parent/home-school liaison and name a "Key Worker" for each Child.

5.1.2 A Child's contact arrangements will be restricted only with the written agreement of the Authority, or if applicable, the Courts.

5.1.3 Suitable and welcoming facilities for any contact meetings will be made available by the Provider.

5.1.4 The Child will be enabled to use telephones, text phones and other similar systems for the exclusive use of Children in private, as far as possible.

5.1.5 The Provider will keep Parents informed of matters relating to the welfare and progress of their Child and provide them with: information regarding the Provider's expectations of Parents supporting the provision for their Child; copies of relevant Provider policies (e.g. Behaviour); information relating to extra-curricular activities and/or additional services for which the Parent may be asked to make a payment as outlined in clause 3.3 of the Contract (subject to a separate Contract between the Parent and the Provider) details of reporting and visiting arrangements; and copies of the Individual Education Plan/Care Plan.

5.2 Health Services

5.2.1 The Provider, together with the Authority and the Parent shall seek to ensure early identification and appropriate action in the event of a Child's ill health including, in the case of a residential Placement, provision of appropriate care and treatments as prescribed by an appropriate health professional.

5.2.2 The Provider will ensure:

- a.) that the School has and implements a written policy, procedures and operational guidelines to promote the health of Children looked after and which encourages Children to feel that their health is important;
- b.) that the School ensures that local Health Services are alert to the specific and/or special health needs of the Children and provide positive support to identify and address any health needs;

- c.) that staff exercise effective controls over substance abuse, smoking, drinking and sexual behaviour, and provide positive guidance for Children in relation to these issues;
 - d.) that the School implements policies of non-smoking, prevention of substance abuse and of consumption of alcohol which are consistent with the Department of Health's guidance on smoking and alcohol;
 - e.) that all statutory health assessments are carried out within the prescribed period;
 - f.) that comprehensive records are kept on the Children's health, treatment, medication and assistance is given to a Child's social worker where relevant in maintaining a comprehensive record of the Child's medical history and ongoing healthcare needs;
 - g.) that Parents and significant others are engaged where possible in promoting the healthcare of the Children;
 - h.) the vaccination, immunisation and screening provision and hearing are undertaken when appropriate;
 - i.) that where feasible registration with the family GP is maintained. In residential placements, where this is not possible, the Children are registered with a local GP;
 - j.) that Children in residential placements have access to and provided with regular dental care;
 - k.) that Children receive health education which covers smoking, sex and relationships education, alcohol and substance abuse, sexually transmitted diseases, HIV Aids and personal hygiene;
 - l.) older Children are consulted and their consent sought for medical examination and treatment;
- 5.2.3 The written Agreement of the Parent will be sought for the use of anaesthetics or psychotropic drugs on Children, other than in life threatening situations, such medication to be administered only in accordance with the advice of fully qualified medical or dental practitioners.
- 5.2.4 All medication will be stored securely and safely handled by staff. Children should not hold or administer drugs/medication unless agreed to at a review/admission meeting or with the expressed consent of the Authority or Parents as appropriate.

5.3 Drugs & Medication

- 5.3.1 The Provider will have a policy on the administration of medication.
- 5.3.2 Where staff of the Provider administer medication, and they are not qualified medical staff, the Provider will ensure that they have the appropriate knowledge and training. Records will be kept on the content and dates of course and of attendees.

6. The Child's Rights and Responsibilities

6.1 Rights and Responsibilities

Children's welfare will be central to all aspects of the Provider's purpose, function, policy and procedure and the Provider will encourage and enable Children to accept their rights and responsibilities as members of the School and wider community and to be active and involved in decisions made in relation to his or her education and/or care. In particular:

- 6.1.1 In all aspects of its functioning the Provider will ensure that Children have every reasonable opportunity to exercise reasonable choice, where appropriate and subject to Care Plan and Review decisions;
- 6.1.2 Children will have the opportunity for privacy. While the Provider must balance this right with supervision for safety there will be no unnecessary intrusion or public attention in relation to the Children and their affairs;
- 6.1.3 The Provider will strive to ensure that Children's right to be treated with equality irrespective of race, gender, ethnicity, disability, national origin, age, religion, sexuality, or economic status is respected;
- 6.1.4 The Provider will provide for the Children's individual and culturally appropriate dietary needs through the provision of an appropriate, balanced and nutritionally sound diet using discretion at all times when addressing the needs of a Child with eating disorders;
- 6.1.5 The Provider will encourage residential pupils to furnish their bedrooms with appropriate personal belongings.

6.2 Restriction of Rights

- 6.2.1 The Provider will have procedures to record explain and review decisions which restrict Children's self-determination. Any restriction or sanction to be imposed, e.g. to control extreme behaviour seriously affecting the Children's safety (or that of other Children or staff) will be clearly stated in a Child's Care Plan in order that staff know what action is permissible.
- 6.2.2 The general management of the care of Children with challenging behaviour of whatever age will be discussed with a medical officer, Care Manager, family and carers. The Child or Parent should be fully consulted about decisions.

7. Management Systems

7.1 Control & Discipline of Children

- 7.1.1 The Provider will have and make available its written policies on control and discipline. This will make explicit what are permitted and what are prohibited measures, including restrictive physical interventions and physical contact. Staff will be fully aware of these policies and how to apply them in practice.
- 7.1.2 Any such policy shall be compatible with the Provider's stated philosophy, current DCSF guidance and, in the case of residential provision, the Statement of Purpose as required by the National Minimum Care Standards for Residential Special Schools and Children's Homes and Child care model, as well as the Children Act 1989: Guidelines and Regulations, Volume 4 or 5 as appropriate.

7.2 Protection of Children

- 7.2.1 The Provider will have known policies and procedures to deal with incidents where Children are alleged to be abused or exploited. These procedures will be integrated into those agreed by the Local Safeguarding Children Boards, in line with Children Act 1989 and Children Act 2004 Guidance and Regulations, "Safeguarding Children in

Education – section 175 of the Education Act 2002” and “Working Together to Safeguard Children”.

7.2.2 The School will immediately inform the Authority of allegations of ill-treatment or abuse which involve any Child whom the Authority has placed in the care of the Provider and which fall within the remit of the Local Safeguarding Children Board Procedures. It will inform other parties as required by those procedures.

7.3 Absence of Headteacher

7.3.1 The Provider will inform the Authority in writing four weeks in advance of any planned absence of more than four weeks duration of the Headteacher where this is not part of normal leave arrangements. The arrangements for running the School which will apply during such absence and those which will apply on the Headteacher's return will ensure that the quality of education or education and care is not adversely affected.

8. Notifications to and from the Authority

8.1 The Provider agrees to notify the Authority's key contact(s) as soon as possible and within 24 hours in any of the following circumstances:

- (i) Child missing or otherwise leaving the care of the Provider without permission;
- (ii) Major change in health or well-being, hospitalisation, serious injury or illness, accident or death of a Child;
- (iii) Any issue of Child protection concern relating to a Child;
- (iv) Serious or unresolved complaints made by a Child;
- (v) All holidays granted to a Child outside school terms or those extending beyond the 2 weeks that can be given as authorised absence in special circumstances; or
- (vi) Any significant circumstance which affects the Provider's ability to provide the Service to a Child in accordance with this Contract.

8.2 Absence of a Child without authority

8.2.1 In the event of a Child being absent from the Provider's premises without authority for a significant period, determined in relation to the Child's individual circumstances and age, the Provider will take all actions which would be expected of a reasonable parent and will notify Parents and the Authority in all cases. In the case of a looked after Child, the Provider must follow the advice set out in the Authority's "Missing from Care" protocol.

8.3 Change of a Child's Circumstances

8.3.1 Should the Provider or the Authority feel that a particular Child's circumstances have changed to the extent that the Provider or the School's provision is no longer suitable or is unable to provide the required standard of Service for that Child then this should be discussed between the Provider and the Authority to agree a course of action in line with clause 3.8 of this Schedule.

9. Complaints and Representations

9.1 The School shall have a written procedure consistent with legislation, regulation and guidance appropriate to the care and education of Children to enable a Child and/or their Parent to make complaints and representations about the Provider and this should be made available to the Authority on request.

9.2 Prior to Placement Children and their Parents must be given information about the procedure and how it works. This must be in an easily understood and appropriate form. All staff should

be familiar with the procedure and know how to assist a Child and/or their Parent or other advocate in the making of a complaint or representation.

- 9.3 The procedure must include provision for the involvement in the investigation of serious complaints of an appropriately experienced individual or agency such as mediation or disagreement resolution services independent of the day to day functioning of the Provider.
- 9.4 The procedure should allow the involvement of an advocate acting on behalf of a Child or Parent and the Procedure must establish a procedure of referral to an advocate if the Child or Parent wishes, at no cost to the Authority or the Provider. If advocacy services are not available a referral may be made back to the Authority.
- 9.5 The existence of the procedure does not remove a Parent's or Child's right of access to the Authority's complaints and representation procedure where they are eligible to do so. Written details of the same and the identity of the Authority's officer to whom applications should be made will be provided by and at the expense of the Authority to all Parents.
- 9.6 In the case of a complaint by a third party the Local Government Ombudsman has the power to investigate and the Authority would require the Provider to co-operate fully in such an investigation.

INDIVIDUAL PLACEMENT SCHEDULE (IPS) FOR THE EDUCATION & CARE OF CHILDREN AND YOUNG PEOPLE IN DAY AND RESIDENTIAL INDEPENDENT & NON-MAINTAINED SPECIAL SCHOOLS

1. Purpose of this IPS

- 1.1 This IPS is the Individual Contract for the purpose of education and care, where appropriate, for the Child named below.
- 1.2 This IPS forms part of and is in accordance with the Contract. Any variations that have been agreed between the Provider and Authority are noted within the terms of this IPS and these variations take precedent.

2. Parties to the IPS

- 2.1 This Individual Placement Schedule (IPS) is made between

(1) (Name of Provider) _____

(charity number) _____ whose main business address is

(Address of Provider) _____

and

(2) (Name of Authority) _____

whose principal office is at

(Address of Authority) _____

3. Individual Placement Schedule

- 3.1 This IPS forms part of and is in accordance with the Contract for the Provision of Education and Care of Children and Young People in Independent and Non-maintained Day and Residential Special Schools made between the Provider and the Authority. Its purpose is to bring within the scope of that Contract the Child named below. Any variations that have been agreed between the Provider and Authority are noted within the terms of this IPS and these variations take precedence.

Child's Name: _____

Date of Birth: _____

Home Address: _____

4. Identification of Key Contacts

- 4.1 For the purposes of this IPS the named Officers of the Authority are as follows:

Authorised Signatory/Contracts Officer: _____

Tel: _____

Named Education Contact: _____

Tel: _____

Named day time/out of hours Social Care Contacts: _____

Tel: _____

Named Health Contact _____

Tel: _____

4.2 For the purposes of this IPS the named Officers of the Provider are as follows:

Headteacher: _____

Tel: _____

Contracts Officer: _____

Tel: _____

Head of Care: _____

Tel: _____

Health Contact: _____

Tel: _____

5. Commencement and Duration of this IPS

5.1 This IPS shall commence on [*[day]*] the [*[date]*] of [*[month]*] [*[year]*].¹

5.2 This IPS will be terminated automatically at the end of the school year in which the Child's eleventh/sixteenth/ nineteenth birthday falls other than by prior agreement.

6. Variations to the Contract for the Provision of Services

6.1 Variations to the Contract or Schedule 1 of that Contract are as outlined below:

* (i) there are no variations to the Contract or Schedule.

* (ii) the variations to the Contract or Schedule resulting in Supplementary Charges are as follows: **

(iii) the variations are listed below but do not result in any Supplementary Charges

* Delete as appropriate.

** Any implication for fees must be clearly stated.

¹ Child's first day at the School

7. Total Annual Fees Payable

7.1 Total annual fees payable under this IPS on a weekly/monthly/termly/quarterly/annual basis inclusive of any identified at 6.1 above and inclusive of VAT if applicable are as follows:

Education Costs:	£ _____
Care Costs:	£ _____
Health costs	£ _____
Supplementary charges identified at 6.1 above:	£ _____
Total fees payable: Inclusive / exclusive of VAT	£ _____

8. Signatures of Agreeing Parties²

8.1 This IPS³ is signed and agreed:

For and on behalf of The Authority Signed: _____
Name (print): _____
Signed: _____
Name (print): _____

(Authorised signatories of The Authority)

Date _____

For and on behalf of The Provider Signed: _____
Name (print): _____

(Provider's Contracts Officer)

Date _____

² Two copies to be signed by each party who will each retain a signed copy of this schedule.
³ Individual Placement Schedule