

SCHEDULE 1

ARRANGEMENTS FOR THE PROVISION OF EDUCATION AND CARE

1. Introduction

1.1 Information to be provided by the Provider

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

- 1.1.1 the Provider's 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 Board guidelines) and for the handling of complaints;
- 1.1.2 any relevant inspection reports in relation to the Provider produced by any relevant regulatory 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.
- 1.1.7 Breakdown of fees and services

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 Pupil's Statement and any other relevant reports or information available), and where relevant, a Care Plan and PEP.
- 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) containing targets and timescales within 6 weeks of admission.
- 2.1.2 Education 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 (Individual Placement Agreement) 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 allows for a positive interaction with the School and wider community and family.
- 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 Pupil's Statement), the Pupil's school reports and copies of all other information provided to parents.

2.2 Meeting Care Standards in residential schools

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.

- 2.3 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 and in line with West Midlands Residential Contract.

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

- 3.1 Review meetings 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. At least 28 days notice of such meetings will be sent to all concerned, including the Authority. Wherever possible reviews for different statutory purposes will be arranged in combination or to follow on from one another. The Provider will provide the Authority with all relevant reports at least 10 working days before the Review meeting.

- 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, and any other relevant legislation and guidance. 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.
- 3.4 The Provider shall be responsible for producing and maintaining a written record of Review meetings, 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).
- 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 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 Careers Education, Information, Advice and Guidance Service (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.

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.
- 4.2.1 Where the child is in Public care the Provider must abide by the Children Act 1989 (including Care Planning, Placement and Care Review Regulations 2010) as a minimum.
- 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.
- 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:
- 4.5.1 the Child shall be returned to the care of the Parent or placing Authority as appropriate;
- 4.5.2 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;
- 4.5.3 the Provider will convene a meeting at the earliest opportunity (and in all cases within 5 days) with the Authority. The outcome of this meeting will be a strategy plan to be adopted for the Child's return;
- 4.5.4 In the case of a Child who is looked after by the Local 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 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 Acts 1989 & 2004 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 have easy access to a telephone and /or other appropriate means of communication and be able to make and receive communications in private wherever possible.
- 5.1.5 Access to a computer and the internet. (This can be a shared computer/ device but

it must enable safe usage).

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;

I.) 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.

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 Children to accept their rights and responsibilities as members of the School and wider community. 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 School 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 School will encourage residential pupils to furnish their bedrooms with appropriate personal belongings.

6.1.6 Access to a computer and the internet. (This can be a shared computer/ device but it must enable safe usage and effective studying).

6.2 Restriction of Rights

- 6.2.1 The School 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 within the Provider, including restrictive physical intervention 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 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.

7.2 Protection of Children

- 7.2.1 The Provider will have known procedures to deal with incidents where Children or where appropriate vulnerable adults are alleged to be abused or exploited. These procedures will be integrated into those agreed by the Local Safeguarding Children Board, in line with the Children Act 1989, Guidance and Regulations and "Working Together to Safeguard Children" 2010 and subsequent or associated guidance.
- 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:

Notifications	
The Service Provider is required to notify the Service Purchaser as follows:-	
'Without delay' In the event of:	Within 48 hours in the event of:
Death of a child accommodated in the school	A Formal complaint being received from the child/young person.
Serious illness or accident sustained by the child/young person.	A child expresses a wish not to continue with existing 'contact' arrangements.
Outbreak of any infectious disease which considered sufficiently serious to be so notified in the opinion of a registered medical practitioner	The Service Provider becomes aware that a child/young person who is resident in the school, or is about to become resident is a Schedule 1 offender.
An allegation that a child accommodated at the school has committed a serious offence	There is fear for the safety of the child in question either, whilst in the care of the Service Provider or during family 'contact' periods
Involvement or suspected involvement of a child accommodated at the school in prostitution	Any situation which threatens the child/young person's well-being, including self harm or attempted self harm
Serious incident necessitating calling the police to the school	All holidays granted to a Child outside school terms or those extending beyond the 2 weeks that can be given as authorized absence in special circumstances
Absence by a child from the school for any reason unless pre-arranged and agreed with the Authority	Any significant circumstance which affects the Provider's ability to provide the Service to a Child in accordance with this Contract.
Any serious complaint about the school or persons working there	
Instigation and outcome of any child protection enquiry involving a child accommodated at the school	
Referral to the Secretary of State pursuant to section 2(1)(a) of the Protection of Children Act 1999(a) of an individual working at the school or in line with requirements under Vetting and Barring/ ISA	
N.B. In the case of the above it is possible to contact the Authority's Out of Hours Service via the local Police if necessary.	

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 purchaser's or any regional "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 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 provided to the Authority.
- 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 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.