### **SCHEDULE 4**

#### **ARRANGEMENTS FOR THE PROVISION OF**

#### **EDUCATION AND CARE IN COLLEGES.**

**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 Provider Agreement, and all relevant Care policies including those on behaviour and discipline, physical restraint, exclusion, safeguarding (with reference to the relevant Local Safeguarding 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. term dates for each academic year and
    2. evidence that risk assessment has been carried out in respect of employers’ and public liability; a copy to be available on request.
    3. Breakdown of costs and services

1.2 Information to be provided by the Authority

1.2.1 The Authority will supply the Provider with all the necessary information before Placement (including a copy of the Learner's Learning Difficulty Assessment or Educational Health and Care Plan and any other relevant reports or information available), and where relevant, a Care Plan and Personal Education Plan.

1.2.2 The Authority will supply named contact/s in respect of each Learner and also notify the Provider of its procedures for out of office hours’ contact.

1.2.3 The Authority will supply the Provider with copies of all relevant correspondence between the Authority and the Learner placed at the College and his or her Parent(s) where appropriate.

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 Learner placed at the College.

1.2.5 The Local Authority’s Missing From Care Protocol where applicable.

**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 Learner:

2.1.1 An Individual Education Plan (IEP) containing targets and timescales within the first term after admission linked to the provision specified as required in LDA or Education, Health and Care Plan.

2.1.2 Education and/ or Training appropriate to the age, ability, aptitude and special needs of the Learner in accordance with his/her LDA/ EHC and taking account of information provided in Reviews.

2.1.3 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 Learner's specific needs and confirmed in writing by both parties.

* + 1. The Provider will have in place a programme of activities which promote the development of the Learner's social, personal, leisure and life skills and which allows for a positive interaction with the College and wider community and family and is appropriate to support the young person in achieving goals/outcomes set out in LDA or Education, Health and Care Plan.
    2. The Provider shall also send to the Authority reports on the progress made by Learner, using an agreed format and at timescales specified by Purchaser’.

2.2 Meeting Care Standards in residential Colleges

Where residential care is to be provided, accommodation and care will comply with the standards required by all relevant statutes and regulations

2.3 The Provider will follow recommendations, guidance and practices as may affect the provision of education and care and, where Learners are Looked After, in line with the National Residential Contract.

**3. Review of a Learner**

3.1 Review meetings arranged by the Provider will be planned in consultation with the Authority, the Learner and where appropriate the Parent and others concerned with a Learner'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 supply the Authority with all relevant reports at least 10 working days before the Review meeting.

3.2 The Service provided to a Learner will be reviewed in accordance with the Apprenticeships, Skills, Children and Learning Act 2009, the Health and Social Care Act 2008, the Education Act 1996, and otherRegulations and, where appropriate, SEN Code of Practice, the Children Act 1989 (s.26), Guidance & Regulation , the Education and Inspection Act 2006 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 Learner, Parent, Provider or the Authority.

3.3 The purpose of the Review will be to: consider the needs of the Learner and the extent to which they have in any respect changed;

a. consider the provision to meet those needs; and

b. 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 LDA/ EHC.

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 Learner, where appropriate Parent(s), Provider representative, Purchaser representative and other such persons as may be considered necessary will attend and contribute to reviews.

* 1. 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 Learner, 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 Learner, Provider and the Parent to resolve the difficulty.

4.2.1 Where the Learner 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.

* + 1. A fixed period exclusion shall not exceed a total of 45 school/ college 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:
       1. if residential, the Learner shall be returned home or to placing Authority as appropriate;
       2. 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 Learner's return;

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.

**5. Care Arrangements**

5.1 Contact between Learners and Families

5.1.1 In the case of a residential placement of a Learner 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 Learner's Care Plan, and the Contact with Children Regulations. In the case of every Learner placed by the Authority with the Provider, it will encourage all aspects of parent/home-college liaison and name a "Key Worker" for each Learner.

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

* + 1. Suitable and welcoming facilities for any contact meetings will be made available by the Provider.

5.1.4 The Learner 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.

* + 1. The provider will have a clear and robust ’e’safety policy which covers all electronic methods of accessing the internet or sharing information electronically.

5.1.5 The Provider will keep the Learner (and Parents/ Carers where appropriate) informed of matters relating to the welfare and progressof the Learner and provide them with: information regarding the Provider’s expectations. copies of relevant Provider policies (e.g. Behaviour); information relating to extra-curricular activities and/or additional services for which the Learner or 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

* + 1. The Provider, together with the Learner, the Authority, the Clinical Commissioning Group and where relevant the Parent shall seek to ensure early identification and appropriate action in the event of a Learner’s ill health including, in the case of a residential Placement, provision of appropriate care and treatments as prescribed by an appropriate health professional
    2. The Provider will ensure:
       1. That it has and implements a written policy, procedures and operational guidelines to promote the health of Learners and which encourages Learners to feel that their health is important;
       2. that the Provider ensures that the local Clinical Commissioning Group are alert to the specific and/or special health needs of the Learners and provide positive support to identify and address any health needs;
       3. that the Provider implements policies on health and wellbeing including smoking, prevention of substance abuse and of consumption of alcohol and on sexual behaviour which are consistent withrelevant guidance and cover both staff and Learners;
       4. that all statutory health assessments are carried out within the prescribed period;
       5. that records are kept on the Learners's health, treatment, medication and assistance is given to a Learner's social worker where relevant in maintaining a comprehensive record of the Learner's medical history and ongoing healthcare needs;
       6. Learners are consulted and their consent sought for medical examination and treatment appropriate for their age;

5.2.3 The written Agreement of the Learner( Parent where appropriate) will be sought for the use of anaesthetics or psychotropic drugs on Learners, 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. Providers must carry out a detailed individual risk assessment for learners who wish to administer/ hold their own drugs/ medication.

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 Learner's Rights and Responsibilities**

6.1 Rights and Responsibilities

Learners' welfare will be central to all aspects of the Provider’s purpose, function, policy and procedure and the Provider will encourage Learners to accept their rights and responsibilities as members of the College and wider community. In particular:

6.1.1 In all aspects of its functioning the Provider will ensure that Learners have every reasonable opportunity to exercise reasonable choice, where appropriate and subject to Care Plan and Review decisions;

6.1.2 Learners 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 Learners and their affairs;

6.1.3 The Provider will strive to ensure that Learners' 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 College will provide for the Learners' 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 Learner with eating disorders;

6.1.5 The College will encourage residential pupils to furnish their bedrooms with appropriate personal belongings.

* + 1. 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 College 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 Child's safety (or that of other Children or staff) will be clearly stated in a Learner'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 Learner or Parent should be fully consulted about decisions.

**7. Management Systems**

7.1 Control & Discipline of Learners

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.

* + 1. 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 relevant Legislation, Guidance and Regulations.

7.2 Protection of Children, young people or Vulnerable Adults

* + 1. The Provider will have known procedures to deal with incidents where Learners are alleged to be abused or exploited. These procedures will be integrated into those agreed by the relevant Local Safeguarding Boards, in line with the relevant Guidance and Regulations,
    2. The Provider will immediately inform the Authority of allegations of ill-treatment or abuse which involve any Learner 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 Head-teacher

* + 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 Head-teacher where this is not part of normal leave arrangements. The arrangements for running the College which will apply during such absence and those which will apply on the Head-teacher'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:

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|  | | **Notifications** | |
| The Service Provider is required to notify the Authority as follows:- | | | |
| **‘Without delay'**  **In the event of:** |  | | **Within 48 hours in the event of:** |
| Death of a Learner accommodated in the College |  | | A Formal complaint being received from the Learner/young person. |
| Serious illness or accident sustained by the Learner/young person. | A Learner 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 | In residential schools or colleges, the Service Provider becomes aware that a Learner/young person who is resident in the College, or is about to become resident is a Schedule 1 offender. |
| An allegation that a Learner accommodated at the College has committed a serious offence | There is fear for the safety of the Learner in question either, whilst in the care of the Service Provider or during family 'contact' periods |
| Involvement or suspected involvement of a Learner accommodated at the College in prostitution | Any situation which threatens the Learner/young person's well-being, including self harm or attempted self harm |
| Serious incident necessitating calling the police to the College | All holidays granted to a Learner outside academic terms or those extending beyond the 2 weeks that can be given as authorized absence in special circumstances |
| Unexplained absence by the Learner from the College for any reason which could place the Learner or others at risk. | Any significant circumstance which affects the Provider’s ability to provide the Service to a Learner in accordance with this Contract. |
| Any serious complaint about the Provider or persons working there | Absence by the Learner from the college for any reason unless informed or pre-arranged and agreed |
| Instigation and outcome of any child protection enquiry involving a Learner accommodated at the College | A learner has not attended for 2 weeks (maybe link in with above) |
| 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 College or in line with requirements under Vetting and Barring/ ISA |  |

**N.B. In the case of these circumstances it is possible to contact the Authority’s Out of Hours Service via the local Police if necessary.**

8.2 Absence of a Learner without authority

* + 1. In the event of a Learner being absent from the Provider’s premises without authority for a significant period, determined in relation to the Learner’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 “Missing from Care” protocol.
    2. The Provider will have a clear attendance policy which incorporates the strategies to be used to support Learners to attend and how attendance is regularly monitored.
    3. Where a Learner is ceasing to attend the college regularly, the provider will ensure that all practice support is put in place to support the Learner to attend,
    4. The Provider will inform the Authority within two weeks of a Learner ceasing to attend regularly.
    5. Where a Learner has not attended for three consecutive weeks the Individual Placement Agreement will end unless agreed otherwise in writing.
  1. Change of a Learner’s Circumstances

Should the Provider or the Authority feel that a particular Learner's circumstances have changed to the extent that the Provider or the School’s/ College’s provision is no longer suitable or is unable to provide the required standard of Service for that Learner 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 Provider shall have a written procedure consistent with legislation and guidance appropriate to the care and education of Learners to enable a Learner and/or their Parent where appropriate to make complaints and representations about the Provider and this should be provided to the Authority.

9.2 Prior to Placement Learners and where appropriate their Parents must be given information about the complaints 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 Learner and/or where appropriate 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 Learner or where appropriate Parent and the procedure must establish a process of referral to an advocate if the Learner or where appropriate 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 Learner's right of access to the Authority's complaints and representation procedure where they are eligible to do so.