**Partnership Agreement**

**Leicestershire Secondary Education and Inclusion Partnerships**

**And**

**Leicestershire County Council**

**Allocation of Funding for Prevention and Provision in Respect of Excluded Children or Children at Risk of Exclusion**

This AGREEMENT is made

BETWEEN:

[Name of School or Academy[[1]](#footnote-1)], acting as the Lead School on behalf of itself and the member schools of the [INSERT] Secondary Education and Inclusion Partnership (SEIP) to this Agreement as it may be varied from time to time (referred to in this Agreement as the Lead School or the SEIP as the context requires). A full glossary of terms used throughout this agreement can be found in Schedule 1.

and

LEICESTERSHIRE COUNTY COUNCIL of County Hall, Leicester, LE3 8RA, (the Authority)

Whereas;

1. The purpose of this Agreement is to devolve funding in order to develop and implement the local strategy that meets the learning needs of vulnerable and challenging young people and deliver the vision and outcomes defined as in Schedule 2 of this Agreement
2. The Authority has agreed to devolve elements of funding (the funding allocation) to the Lead School/Academy to be used in the geographic area covered by the SEIP (‘the Area’) to prevent the need for permanent exclusions and to improve outcomes for vulnerable and challenging young people of Secondary School age (years 7-11) - except those attending area based special schools in the County.. Decisions about the most effective use of this funding are devolved to each SEIP, subject to the provisions of this agreement;
3. The SEIP (and its constituent members) have agreed to accept the funding allocation determined by the Authority, to take responsibility for its management and to use it for the purposes described in this Agreement. The SEIP (and its constituent members) will be expected to provide regular information to the Authority in order to demonstrate how this funding is being managed and spent (as set out in Clause 8 of this Agreement);
4. The Authority and the SEIP agree to work together to secure the best possible outcomes for pupils who are resident in Leicestershire and have been excluded or are at risk of permanent exclusion. Performance against this Agreement and the achievement of outcomes will be monitored as described in Clause 8 of this agreement;
5. The Authority and the SEIP agree to work together to secure the best possible outcomes for pupils who are resident outside Leicestershire but are attending Leicestershire schools, subject to the provisions of Clause 7 of this Agreement Achievement of outcomes will be monitored as described in Clause 8 of this agreement.

# 1. DURATION

* 1. This Agreement commences on the 1st September 2018 and continues until the 31st July 2020, subject to annual review by the SEIP Executive Steering Group.
	2. This Agreement may be extended by the agreement of the parties.

# 2. ALLOCATION OF FUNDING TO THE SEIP BY THE AUTHORITY

* 1. The Authority has consulted the Schools Forum and the Secondary Education and Inclusion Partnerships on the criteria for determining the funding allocation granted to the SEIP. The funding allocation will be based upon formula factors agreed with the Schools Forum and in line with the data available for school budgets.
	2. The formula uses two factors to drive funding: disadvantage and pupil numbers. Data within the formula will be reviewed annually to reflect the previous October school census data and any changes introduced at the start of the next financial year (1st April to 31st March).
	3. The funding will be made to the Lead School on a termly basis with payments made in the first week of the academic term.
	4. At the beginning of each financial year the Authority will notify the SEIP of the funding allocation for the subsequent year or years based on agreement with the Schools Forum.
	5. The total funding devolved to the Secondary Education and Inclusion Partnerships will be reviewed on an annual basis, in consultation with the SEIP Executive Steering Group and the Schools Forum.
	6. The Authority reserves the right to remove the funding allocation or part of it from a SEIP, following a discussion with the SEIP, if agreed outcomes are not met. The SEIP (and its constituent members) will be expected to provide regular information to the Authority in order demonstrate how this funding is being managed and spent (as set out in Clause 8 of this Agreement);
	7. The SEIP will be expected to hold prudent balances to ensure that they are in the position to meet unexpected changes in demand, and unspent balances may be carried forward for this purpose. However, the right to carry forward unspent funding allocations at the end of each financial year is not automatic. Proposals to carry forward will be discussed by the SEIP and the Authority and considered under the regulatory framework for the use of Dedicated Schools Grant and will require the approval of the Schools Forum. Furthermore, the Authority and SEIPs will be expected to take reasonable endeavours to ensure that the funding allocated is used to adopt some flexibility around spend to ensure that balances meet demand and result in positive learning outcomes across Leicestershire.

# 3. USE OF FUNDING ALLOCATION BY THE SEIP

3.1 The SEIP will use the funding allocation only for those purposes set out in Clause 16. The management and use of funding will be regularly monitored by the Authority as set out in Clause 8 of this Agreement.

3.2 The SEIP will take decisions in accordance with purposes specified in Clause 15.

* 1. Decisions of the SEIP in relation to the funding allocation and how it is spent are binding on each member school in the SEIP.
	2. Subject to any decision of the Authority under Clause 2.7 the SEIP is expected to provide for all the Area’s needs from within the funding allocation for that academic year in respect of educational provision for excluded children and children at risk of exclusion, and is expected to implement best practice in respect of early intervention in school to address issues of behaviour.
	3. The SEIP agrees to establish and maintain up-to-date effective management, monitoring and financial systems and to comply with the Authority’s monitoring and reporting requirements in respect of the funding allocation as set out in Clause 8.
	4. The Lead School may not pass any of the allocated funding to an individual SEIP member school for purposes other than work to achieve SEIP outcomes. If a SEIP proposes to use the funding allocation or part of it in this way, the SEIP must first discuss the proposal in detail with the Authority, which may in its sole discretion approve the proposal.
	5. The Executive Steering Group within the SEIP will be responsible for ensuring the proper operation and financial probity of the SEIP, and for ensuring that the activities provided can be funded within the budget of the SEIP.
	6. Member schools will consider annually a subscription to their local SEIP based on numbers on roll as a supplement to the funding allocation. The agreed level of subscription will be reported to the SEIP Executive Steering Group.

# 4. PAYMENT OF FUNDING ALLOCATION

* 1. The funding allocation will be paid by termly instalments in advance and processed through the BACS system.
	2. If the Authority determines that any expenditure previously paid against the funding allocation, in accordance with the purposes set out in Clause 15.1 of this Agreement, does not relate to costs which are eligible for payment or if at any time the Authority has paid more than the Authority is liable to pay under this Agreement, the Authority shall notify the SEIP and will recover that sum from the remaining allocation or to require the SEIP to repay that sum to the Authority.

# 5. RECOVERY/CLAWBACK OF FUNDING -

* 1. In the event of the SEIP not reaching an agreement for a permanently excluded pupil, the pupil becomes the responsibility of the local authority in which the pupil is resident. The Authority will recover the full financial cost of provision for permanently excluded pupils from the excluding school. This includes the statutory deduction set out within the School and Early Years Finance regulations.
	2. SEIPs will agree locally on arrangements for clawing back pupil funding from schools when a pupil moves to the responsibility of the SEIP following a permanent exclusion. When a school does not comply with the SEIP agreement the Authority will withdraw the average pupil cost, pupil premium allocation and any top up funding allocated to the pupil from the school and will transfer it to the SEIP.
	3. The Authority reserves the right to remove the funding allocation or part of it from a SEIP if agreed outcomes are not met.

# 6. CHARGING POLICY

* 1. Section 51A of the Education Act 2002 allows a charge of £4,000 to be levied from an excluding school, if, following a direction to reconsider from an independent review panel, the governing body does not offer to reinstate the pupil within 10 school days of being notified of the panel’s decision. In the case of an academy, the school would be required to make an equivalent payment directly to the local authority in which the school is located. This payment will be in addition to any funding that would normally follow an excluded pupil. If the SEIP subsequently accepts responsibility for the pupil, the amount levied will be transferred to the SEIP budget
	2. Where a pupil who is the subject of additional funding from a Secondary Education and Inclusion Partnership moves home address to the area of another partnership any change of responsibility for funding will be based on:

a) the best interests of the pupil

b) the school where the child is on roll

* 1. Where a pupil who is the subject of additional funding from a Secondary Education and Inclusion Partnership moves outside the area of the Authority, such additional funding shall terminate, subject to arrangements being made with the pupil’s new education authority.
	2. The SEIP shall not offer preventative support to schools that are not members of the SEIP, but the SEIP will be responsible for commissioning alternative provision for young people permanently excluded from such schools.
	3. In the event of a school or academy withdrawing from SEIP membership the SEIP will continue to be responsible for provision for any permanently excluded pupils from that school. The Authority will secure full cost recovery for provision from the school for excluded pupils and transfer the funds to the SEIP budget providing that the SEIP has assumed responsibility for the care and management of the pupil. The SEIP may continue to provide services and support to the school in order to prevent exclusion but may levy a cost for these services.

# 7. CROSS BORDER ARRANGEMENTS

* 1. Pupils attending Leicestershire schools and who are resident elsewhere must be managed in accordance with The Education (Areas to which Pupils and Students Belong) Regulations 1996 as amended[[2]](#footnote-2).
	2. The SEIP will offer non- statutory advice and support for non-Leicestershire pupils, for example a Managed Move from one Leicestershire school to another. Where a pupil who lives in a local authority area other than Leicestershire is permanently excluded from a Leicestershire school, the decision regarding admission to another mainstream school, or placement in alternative provision remains the responsibility of the local authority in which the pupil is resident.

# 8. FINANCIAL AND PERFORMANCE MONITORING AND REPORTING REQUIREMENTS

***Financial Monitoring and Reporting Requirements***

* 1. The SEIP will publish an annual budget plan no later than October half term of each year detailing how the funding allocation will be used in that academic year. The format of the budget plan will be as agreed by the SEIP Executive Steering Group and subsequently submitted to that group and the Authority.
	2. The SEIP will provide to the SEIP Executive Steering Group termly progress reports to provide an overview of how funding has been used and progress against the pre-determined outcomes (i.e. those outcomes that have been achieved and those that have not). The format of the report to be agreed by the SEIP Executive Steering Group.
	3. The SEIP will manage, monitor on a regular basis and forecast expenditure against the funding allocation using its own records and any information provided to it by the Authority under clause 9. The SEIP will need to ensure that the systems used to do so are transparent and robust and provide details of expenditure to the Authority on request.
	4. The SEIP will ensure that a range of documentary evidence to support the expenditure is available for inspection and/or audit by the Council (including any accounting records of the SEIP, minutes of meetings, details of preventative intervention or provision required, invoices, receipts and statements from / correspondence with providers).
	5. The SEIP should contact the Authority if the SEIP is in any doubt as to whether particular items of expenditure are eligible for expenditure out of the funding allocation.
	6. The SEIP will produce by 31st March each year an Annual Expenditure Report showing expenditure against the funding allocation for the previous academic year - this is in line with the Authority’s annual Governance Statement which has to be submitted to the Department for Education. A copy of this report will be sent to the Authority and this report may be used to inform a financial report to the Schools Forum. The format of the report will be agreed by the SEIP Executive Steering Group.
	7. Whilst the Lead School may account for SEIP transactions through its delegated budget / local cheque account, it must do so through a range of designated SEIP cost centres so that SEIP transactions are easily identifiable and separable from the main activities of the school.
	8. The Lead School, acting on behalf of the SEIP, is responsible for ensuring that both HMRC VAT regulations and regulations concerning the taxation of employment are fully adhered to, and for seeking professional advice in these areas if further clarification is needed.

***Performance Monitoring and Reporting Requirements***

* 1. Prior to the commencement of this Agreement, the SEIP shall submit for approval by the SEIP Executive Steering Group a document describing the local protocols for supported transfers, the criteria for assessing alternative provision and the methods for monitoring the quality of alternative provision.
	2. The effectiveness of the SEIP will monitored in line with Ofsted judgments (as set out in the Ofsted ‘Further Education and Skills Inspection Handbook’ (February 2018)):

a) Overall Effectiveness

b) Effectiveness of leadership and management

c) Quality of teaching, learning and assessment

d) Personal development, behaviour and welfare of referred students

e) Outcomes for the students

* 1. The Local Authority will develop in collaboration with the SEIPS a dashboard within which to collect some quantitative data from the SEIPs. This dashboard will be intended as a tool to assist in capturing some Key Performance Indicators (KPIs) from the SEIPs in order to demonstrate overall effectiveness to provide an indication of the frequency and type of support (including Alternative Provision) being provided by the partnerships.
	2. The SEIPs will provide to the Council a termly report containing quantitative and qualitative evidence to demonstrate how the partnerships are helping the Local Authority to fulfil its responsibilities in terms of provision for this group of students in respect of these Ofsted judgments (see paragraph 8.11). This evidence may also be discussed at meetings of the SEIP Executive Board (see paragraphs 8.18 and 8.19):

a) What are the outcomes for Year 11 leavers? How do they compare to outcomes for similar students in other partnerships, other parts of the County, in previous years and to peers in schools? (Ofsted judgments a, c, d and e)

b) How well have leavers and students in earlier year groups progressed academically and personally since the point of referral to the SEIPs in comparison to compare to outcomes for similar students in other partnerships, other parts of the County, in previous years and to peers in schools? (Ofsted judgments a,c, d and e)

c) How effective are the systems being used by the partnerships to allow them to show the progress of students and to evaluate the impact of provision that each individual partnership makes for students (Ofsted judgments a, b and c)

d) What impact is the partnership having in Leicestershire on strengthening the inclusiveness of member schools and in reducing the impact on exclusions? (Ofsted judgments a - e)

e) How effective is the partnership in securing best value for money and using its finances creatively and to best effect to meet the need of students within distinct areas and across the County (Ofsted judgments b and e)

f) How effective is the partnership in ensuring that students are safeguarded (Ofsted judgments a, d and e)

g) How effective is the partnership in addressing barriers to the progress of students into adult working life? (Ofsted judgments d and e)

h) How strong is the capacity of the SEIPs to continue to identify and undertake developments and improvements? (Ofsted judgments a, b and e)

* 1. Responsibility for the development and implementation of effective information systems is devolved to the SEIPs. They will have the responsibility for developing effective methods of securing and presenting the information and evidence needed to ensure that secure judgments can be made about their effectiveness, based on the judgments and evaluative criteria listed in paragraph 8.15. The Authority recognises that this is a complex processes and there are few examples of good practice to draw on. The Authority will therefore support the SEIPs to develop its systems and processes where appropriate. It will also facilitate discussion of the information and evidence and help identify areas for further development and improvement in terms of delivering outcomes to students in Leicestershire and the SEIPs will be expected to take prompt and adequate measures to rectify or improve its performance so as to meet the relevant outcomes as soon as can reasonably be expected.
	2. In order to fulfil the responsibilities outlined in paragraph 8.13, the SEIPS will work together to ensure that they each individually:

a) Effectively monitor attendance, progress and performance of their students in all settings that they attend. This should include collection of attendance, progress and performance data for each student in order to allow tracking of individuals and to evaluate the impact of different provision on students. This tracking will also facilitate effective safeguarding, curriculum planning, pastoral care and interagency working.

b) Use robust Quality Assurance processes to evaluate the effectiveness and impact of provision in their own settings and those delivered by alternative providers. This should include partners sharing information with each other and with partner schools so that a picture of work across the County can be gained and comparison between different partnership areas be made.

* 1. The SEIP will maintain and make available on request all performance and quality data provided by alternative providers for each pupil accessing alternative provision. This will include data on educational progress, attendance, behaviour and profile data (e.g. age, gender, and ethnicity).

***Governance***

* 1. The SEIPs operate within a complex network of relationships and accountabilities as a result of their:
* Devolved responsibilities from the Local Authority which retains the legal responsibility for provision across Leicestershire
* The accountability to individual schools (who are themselves accountable to Governors, parents, Ofsted etc) for the welfare, progress and outcomes of individual students
* Accountability to local secondary schools who form the Partnership
* Accountability to the Leicestershire network of Secondary Headteachers from which the partnerships developed
* Accountability directly to students, parents and - potentially, in the future - Ofsted led direct evaluations of their work
	1. In order to secure robust accountability the SEIPs will:
* Participate in partnership with the Local Authority in reviewing and developing the role of the SEIP Executive Group (see paragraph 8.18 below)
* Make individual arrangements within local partnerships to ensure appropriate accountability to its member schools
	1. The SEIP Executive Steering Group (see above, paragraph 8.17):
* Membership of the SEIP Executive Steering Group will be reviewed to ensure that it can act on behalf of the Local Authority, the five Partnerships the education service as a whole and other services working for vulnerable people in the county
* The main objective of the SEIP Executive Group will be to evaluate the work of the SEIPs, based on the judgments and evaluative criteria described in paragraph 8.13.
* The aims of the SEIP Executive Steering Group will be as follows:
	+ Provide challenge and support to the Partnerships
	+ Work with the partnerships to help them to develop the best ways of judging and reporting on their performance
	+ Identify issue, concerns and challenges that may be arising in individual SEIPs or across all SEIPs ensuring that these are shared with the Local Authority to enable suitable action or resolution to be identified and take place
	+ Provide an opportunity, where necessary and/or appropriate, for the Authority to respond to issues and concerns raised by the partnerships by invoking its reserve powers as set out in this agreement
	+ Satisfy itself that each partnership is effectively managing financial, safeguarding, personnel and health and safety systems and procedures
	+ Provide summary reports for the Schools Forum, Leicestershire Education Excellence Partnership (LEEP), and for Headteachers and Principals of all member schools

8.19 Further information about arrangements for co-ordination of the work of the five Secondary Education and Inclusion Partnerships and the role of the Executive Steering Group can be found in Schedule 4.

* 1. If the SEIP then continues to fail to meet the agreed outcomes, and the Authority considers that it is not taking adequate steps to rectify or improve its performance, the Authority may:
* terminate this Agreement; or
* claw back the funding allocation or part of it;
* terminate this Agreement and claw back the funding allocation or part of it.

# 9. REVIEW AND AUDIT BY THE AUTHORITY

9.1 The Authority will be entitled to conduct reviews from time to time of how the arrangements under this Agreement are operating and the SEIP agrees to co-operate with the Authority in relation to any such reviews and to provide such information as reasonably requested by the Authority for this purpose.

9.2 The Authority may also from time to time undertake an audit of expenditure against the funding allocation. The SEIP agrees to co-operate with any requirements of the Authority’s internal and external auditors in this respect and to provide such information as requested by the Authority’s auditors for this purpose. The Authority’s Chief Financial Officer may request any information necessary to ensure that the Authority’s statutory obligations in the management of public expenditure are fulfilled.

9.3 It is intended that the outcome of any reviews or audit process will be used to inform and improve the arrangements for prevention and provision in relation to excluded children or those at risk of exclusion and subject to clause 12. The SEIP agrees that the Authority may share information with other Secondary Education and Inclusion Partnerships or publish information of relevance as it sees fit.

# 10 RECORDS AND ACCESS

10.1 The SEIP will maintain full documentary records of all decisions made for a period of 7 financial years (including current) together with all supporting documentation in relation to the funding allocation and will provide such documentation to the Authority or the Authority’s internal and external auditors on request.

10.2 The SEIP will maintain a record of expenditure incurred by it against the funding allocation and will provide the Authority with details for consideration termly as part of the performance reporting and also upon request.

10.3 The Authority reserves the right to attend any SEIP meetings at which the funding allocation or decisions as to its use are to be discussed.

# 11. CONFIDENTIALITY AND DATA PROTECTION

11.1 The parties acknowledge that discussions held at SEIP meetings and information held in relation to excluded children and those at risk of exclusion are confidential and they agree to keep confidential all such information unless such information is in the public domain or is required by law to be disclosed.

11.2 The parties acknowledge and will abide by their respective obligations under the Data Protection Act 1998 in relation to the processing and retention of personal data.

**Please note: Clause 11.2 is subject to change due to the introduction of the General Data Protection Regulation in 2018. The Authority is currently reviewing and updating its data protection contractual terms.**

11.3 In the event that the Authority receives a request for information under the Freedom of Information Act 2000, the SEIP shall co-operate with providing any relevant information to the Authority.

# 12. ARRANGEMENTS WITH ALTERNATIVE PROVIDERS

12.1 Where a pupil is excluded or at risk of exclusion and the SEIP believes there is no suitable provision in any of its member schools it shall be for the SEIP to determine how best to meet the pupil’s continuing educational needs and to fund such provision from the funding allocation.

12.2 The SEIP shall purchase alternative education provision from providers when it is appropriate, and ensure safeguarding of the pupils through undertaking appropriate audit processes following the best practice guidance issues by the Authority.

12.3 The SEIP must keep a record of the start and finish dates of every pupil accessing alternative provision.

12.4 For each pupil accessing alternative provision an individual learning plan, including outcomes, must be agreed by the SEIP and the provider.

12.5 Where alternative provision is arranged for a pupil, a written contract must be entered into in relation to the arrangement. The parties to the contract will normally be the excluding school and the alternative education provider, and between the Partnership and the provider in the event of an excluding school not being involved in the commissioning process.

12.6 The SEIPs will be expected to demonstrate a transparent and robust approach to selecting an alternative provider. This should include evidence of the ways in which the SEIPs will ensure the quality of alternative provision commissioned and how the SEIPS will monitor this provision.

12.7 The Local Authority will work with the SEIPs to develop the process by which the partnerships select and commission an alternative provider to undertake work to ensure that it is a transparent and robust process and adheres to relevant Contract Procedure rules and procurement regulations.

12.8 The SEIP is responsible for ensuring that there is an effective process for quality assurance of Alternative Provision and that assurance processes are timely and effective. This should ensure that the provider:

* + 1. Has effective safeguarding, health and safety, insurances
		2. Delivers quality pastoral care to enable pupils to thrive and personally progress
		3. Delivers quality provision of teaching and learning activities that enable pupils to progress
		4. Has the capacity to sustain its provision into the future

12.9 It is the responsibility of the contracting member school to monitor the quality of alternative education provision. This may be carried out by a third party (e.g. the Coordinator). Performance report templates are included within the best practice guidance issued by the Authority.

12.9 It is the responsibility of the SEIP to ensure that all alternative education providers have acceptable policies and procedures with regard to health and safety, safeguarding and behaviour management.

12.10 Where a member school, or its representative, has concerns that the quality or any other aspect of the alternative provision is below the standard specified in the contract, the school must notify the SEIP. It will be for the school and the SEIP or their representative, to resolve any concerns.

# 13. LEGISLATIVE CHANGES / ACADEMIES

13.1 Without prejudice to the Authority’s rights under Clause 17.2 (Termination), in the event of legislative change which affects the way provision for excluded pupils is funded, the Authority reserves the right to review and revise this Agreement including but not limited to varying the funding allocation as is appropriate in response to such legislative change..

# 14. VARIATION

14.1 Without prejudice to Clause 13.1, no amendment or variation to the terms and conditions of this Agreement will be effective unless agreed in writing by the parties.

# 15. TERMS OF REFERENCE FOR THE Secondary Education and Inclusion Partnership (SEIP)

##  *Objectives*

15.1 The purpose of the SEIP is to work collectively with partnership schools in order to secure the best possible outcomes for students with social, emotional and mental health (SEMH) needs, including those who are at risk of exclusion form school by means of:

* 1. Strengthening the capacity of individual schools within the partnership to meet the needs of those students and reduce the reliance on additional external support
	2. Build the capacity in the locality to collectively meet the needs of SEMH students including those at risk of exclusion
	3. Facilitate links between schools and the partnership and other agencies which may be needed to support individual students
	4. Provide education programmes for those students who, as a result of SEMH cannot sustain their places in mainstream school
	5. Work with the LA to build the capacity in the locality in order to meet the needs of those students whose SEMH needs are more complex and may warrant an Education, Health and Care Plan (EHCP) or to ensure that appropriate specialist provision is accessed.

#  *General Responsibilities*

## 15.2 The SEIP will:

a) Set up structures and processes that ensure it can achieve the Objectives in clause 15.1 above and that seek to build the commitment of all local secondary schools to the Partnership to include:

1. Supporting the development of best practice in individual schools in this area of work
2. Facilitating schools in working together to create joint capacity to meet these needs (e.g. processes for managed moves, early intervention programmes etc.)
3. Managing referral processes that aim to ensure that limited resources can be directed where the need is greatest
4. Supporting local schools in linking into multiagency working effectively
5. Working with schools and the Authority to ensure that students whose needs are at a level of complexity that will require additional specialist support can access additional funding
6. Creating and operating locally based provision to meet the needs of students who cannot be educated in mainstream settings – ensuring that all students referred can access full time provision
7. Locating, commissioning and quality assuring Alternative Provision for students who cannot be educated in mainstream settings where such provision is deemed as an appropriate means of meeting the student’s needs
8. Providing leadership to ensure that all students are entitled to access full time provision and designing any programmes that rebuild engagement for those pupils who are disengaged as quickly as possible

b) Organise itself in order that the Partnership can:

1. Maintain effective financial management of the funding allocation
2. Manage staffing and other resources relating to the SEIP
3. Maintain the drive to ensure that all students are entitled to access full time provision and design any programmes that rebuild engagement for the disengaged as quickly as possible

c) Work with all the Secondary Partnerships to collect appropriate information and date on the work of the Partnership in order to:

1. Develop the most effective ways to allow rigorous evaluation of the impact of the Partnership’s work on students
2. Evaluate and compare outcomes locally between Partnerships and more widely with systems in other parts of the country
3. Provide reports to local Partnership Schools, the SEIP Executive Steering Group, the Local Authority and School’s Forum as required

d) Support Local Partnership Schools with advice and guidance on the use of Alternative Provision where schools may wish to access this for individual students on a part time basis

e) Agree to share the financial risks of provision for permanently excluded pupils from schools who are not members of a behaviour partnership

f) Pay proper regard to relevant legislation, formal guidance, codes of practice, and national policies.

h) Ensure access to financial records by the Authorities Commissioning team, internal and external auditors and the Authority’s Chief Financial Officer as appropriate.

i) Ensure that its aims and activities are consistent with, and complement, those of the Children and Family Services’ priorities for Leicestershire.

j) Respond to elected member, ombudsman, Ofsted, parent, voluntary sector complaints and requests for information either directly or through the Authority.

**16A ROLE OF THE AUTHORITY**

16A.1 **The Authority,** in its role as **Children’s Champion,** supporting the SEIP will:

* + - Assist the SEIP by providing a Lead Officer to liaise with the SEIP Chair and members on all related matters.
		- Monitor the effectiveness of the Fair Access Protocol implementation and provide information to the Adjudicator.
		- Work with the SEIP and monitor all permanent school exclusions and challenge any if necessary, particularly if they involve pupils with an EHCP or who are looked after.
		- Monitor and evaluate the work and performance of the SEIP's and report to the SEIP Executive Steering Group and other stakeholders on its effectiveness. Appropriate reporting and monitoring will be developed between the SEIPs and the Local Authority.
		- Support the SEIP's performance of its responsibilities, and in particular will use its position to encourage the co-operation of all the members within the SEIP.
		- Provide to the SEIP any data it holds which is reasonably required by the SEIP for the performance of its responsibilities.
		- Consult the SEIP about the development of education and education related services where appropriate, including locality based working and commissioning of services.
		- Provide appropriate advice, guidance, financial and physical resources to help the SEIP achieve its aims, where possible.
		- Have no responsibility in respect of the day-to-day operational issues, inputs and processes of the SEIP.
		- Raise the profile of the work of Secondary Education and Inclusion Partnerships across Leicestershire, the East Midlands and nationally.
		- Maintain up to date information about vulnerable children who are neither regularly attending mainstream schools nor being cared for by the SEIPS and who need a full-time quality education programme. The SEIPs will work to secure appropriate full time provision for these pupils.

**16B ROLE OF PARTNERSHIP MEMBER SCHOOLS**

16B.1 **All members** shall act in the best interests of pupils

## 16B.2 Agreement between Member Schools of the SEIP

The member schools of the SEIP shall enter into a memorandum of understanding (the MOU) which will set out the roles and responsibilities of the respective members, a template for which is attached as Schedule 3 to this Agreement,

16B.3 Breach by Member Schools

If any member school of the SEIP is judged by all of the other member schools to be failing to work in accordance with the principles laid out in this agreement or the MOU, and/or to be failing to contribute appropriately to the achievement of outcomes, the SEIP will take action in accordance with the terms of the MOU, which may lead to:

# Excluding the member school from the SEIP

# Withdrawing the right of that member school to attend SEIP meetings

# Withdrawing access to facilities shared across the SEIP

* Requiring that member school to take such remedial action as the SEIP thinks appropriate

# 16B.4 In the event that a member school is excluded in accordance with this Clause 16B.3, it shall not be entitled to any of the SEIP’s funding allocation for the year during which the exclusion occurred.

# 17. TERMINATION

* 1. Either party may serve notice on the other to terminate this Agreement by giving 12 months written notice terminating at the end of an academic year.
	2. The Authority may terminate this Agreement in the event that there are changes to legislation which prohibit or severely restrict the operation of this agreement, provided that the Authority shall give the Partnership 12 months’ notice in writing or such notice as is reasonable in the circumstances.
	3. The Authority may terminate this agreement in the event that it considers that the best interests of Leicestershire pupils are not being met through these arrangements by giving 12 months written notice to the SEIP.
	4. In the event that this Agreement is varied or terminated the SEIP shall at the request of the Authority repay any of the funding allocation that remains unspent and uncommitted in the relevant year or shall make such other arrangements for the treatment of any unallocated sums as the Authority may direct.
	5. In the event that the Authority has made a determination in relation to clause 4.2 that sums were not eligible for payment under this agreement or sums have been paid in excess of the funding allocation for the specific year the Authority may claw back the sums from the funding allocation and shall notify the SEIP of its intention to seek claw-back of such sums, the reason for the claw-back and the amount due.

# 18. GOVERNING LAW

This Agreement is made and shall be governed by and construed in accordance with English Law and the parties irrevocably submit to the jurisdiction of the English Courts.

On behalf of the Lead School of the [XXXXXXX] Partnership:

School: [YYYYYYYY]

Headteachers’ Name:

Signature: Date: ­­­­­­­­­­­­­­­­­

Chair of Governors Name:

Signature: Date:

## On behalf of Leicestershire County Council

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule 1**

**Glossary of Terms used in the LCC SEIP Partnership Agreement**

|  |  |
| --- | --- |
| Alternative Provision | A range of organisations exist in the county to provide vocational and motivational education for pupils who struggle to cope in school. These organisations are often privately owned or run by charities |
| Co-ordinators | The lead professional in each Partnership |
| Executive Steering Group (ESG) | Meets three times a year, convened by the Lead Officer, working to secure accountability of the five partnerships |
| Fair Access Protocol (FAP) | Agreement that sets out local arrangements and criteria for managing in year admissions of vulnerable children to schools |
| Lead Officer | A Local Authority Officer from Children and Families who oversees relations between the LA and Partnerships |
| Lead School | Each of the five Partnerships has a Chair, usually a serving headteacher. The Head’s school takes on the role of Lead School |
| LEBC | Leicester Education Business Company was set up by a consortium of businesses and education authorities to provide support for work experience placements. Their role has grown to include a role in checking on Alternative Providers |
| Local Authority, Leicestershire County Council (LA, LCC) | The commissioning authority |
| Programme Management | The term used to describe the provision we make for pupils who are not educated in school. A programme usually consists of a combination of elements including school group teaching at an out of school centre and courses at Alternative Providers |
| SEIPS | Secondary Education and Inclusion Partnerships. These are the five area partnerships in Leicestershire previously known as Behaviour Partnerships |
| SEMH | Social, Emotional and Mental Health. SEMH issues are one of four areas of additional needs identified in the national SEN Code of Practice |

**Schedule 2**

**This description of the work of the Secondary Education and Inclusion Partnerships is also published by each Partnership as part of the Local Offer**

**LEICESTERSHIRE SECONDARY EDUCATION AND INCLUSION PARTNERSHIPS**

**The Local Offer for the <Insert Partnership Name>‘**

<Insert Partnership Name> is composed of the following secondary schools (see also Schedule 2, Appendix A)

This list includes all the state funding secondary schools in the area.

The Chair of <Insert Partnership Name>is <Insert Chair’s name>, who is <Insert title and school/college>. The <Insert Partnership Name> is led by the Secondary Education and Inclusion Partnership Coordinator, <Insert Co-ordinators name>

<address>

<website etc.>

<Insert Partnership Name>is not directly inspected by Ofsted but its provision for individual young people is inspected as part of individual school inspections.

**1. INTRODUCTION**

The statutory responsibility for the education of pupils excluded from schools remains with the Local Authority. In Leicestershire the Local Authority, in partnerships with secondary schools, colleges and academies has devolved this responsibility for secondary aged pupils to five locally based Secondary Education and Inclusion Partnerships.

Schools, Colleges and Academies and Leicestershire County Council, in agreeing the devolution of this responsibility, have committed themselves to minimising the use of “permanent exclusion”. This does not reduce the need to respond to pupils whose behaviour might lead to permanent exclusion. It does enable schools, working in partnership, to develop a proactive, preventative approach to challenging behaviour.

The Leicestershire Secondary Education and Inclusion Partnerships aim to work together as groups of secondary schools to address the causes of challenging behaviours by:

* Strengthening the capacity of schools and their staff to develop ways to minimise the occurrences of challenging behaviour
* Building further the skills of our school staff to identify the underlying causes of challenging behaviour in individual pupils , to address those causes and to better regulate the behaviour
* Pooling resources to provide targeted and specialised support for those pupils who cannot continue to be educated in their school

The Leicestershire Secondary Education and Inclusion Partnerships collectively accept that not all pupils that they work with have special educational needs as defined in the Special Educational Needs Code of Practice. Nevertheless they recognises that each pupil with which they work has needs that cannot be addressed in a conventional mainstream setting. Therefore the SEIPs treat each pupil as having additional individual needs.

(This does not mean that all referred pupils have a right to provision under the SEN Code of Practice arrangements. The processes by which a school or Secondary Education and Inclusion Partnership might seek additional support for special educational needs from SENA is set out in this Offer document.)

1. **<INSERT PARTNERSHIP NAME>’S WORK WITH PUPILS WITH CHALLENGING BEHAVIOUR**

<Insert Partnership Name>makes provision for secondary aged pupils who cannot be educated in school as a result of challenging behaviour.

Definition:

Challenging Behaviour is defined as “Where a pupil behaves, or is judged as highly likely to behave in a way that consistently undermines their own progress in school and/or that of other pupils.”

There may in addition be a few pupils who are considered to be too vulnerable to educated in a mainstream setting as a result of some previous experience or trauma but who do not have special educational needs, where a programme of alternative provision is deemed to be more appropriate in meeting the pupil’s educational needs.

Funding:

These pupils gain access to additional resources. This is funded by a combination of:

* “High Needs” funding which is channelled by the Local Authority from central government to the five Leicestershire Secondary Education and Inclusion Partnerships.
* A small per pupil levy on all partnership schools
* Drawing down from schools the allocation for individual pupils when they are referred to the Partnership, including moneys allocated to the pupil via the pupil premium if considered appropriate by the partnership.

Where a pupil has additional complex needs arising from special educational needs or in connection with a decision to place the pupil in the care of the Local Authority the partnership will seek to draw down additional funding from SENA or the Leicestershire Children in Care Team.

***Pupils with an Education and Health Care Plan and with Challenging Behaviour***

*A pupil with an EHCP who is permanently excluded from a school is entitled to provision that meets the needs as described in the plan. BPs accept that SENA may sometimes commission provision from them for a pupil where a programme can be designed as a “best fit” in meeting needs. A package of this kind will be planned by a SEN Officer in consultation with the BP Co-ordinator.*

Eligibility for Secondary Education and Inclusion Partnership Support

Children and young people will be educated by the Secondary Education and Inclusion Partnership when:

* 1. An individual school asks for partnership involvement

and the Partnership accepts the school request. (The Partnership acts for all the schools in the Partnership; an acceptance is on behalf of all the schools.)

* 1. Or a Headteacher or Principal, acting within statutory guidance, decides to permanently exclude a pupil from the Academy, School or College. (All Heads and Principals in <Insert Partnership Name> have agreed to use Permanent Exclusion only as a last resort)

*<Insert Partnership Name> may, in some circumstances, work with individual pupils in schools who have been excluded for a fixed term of more than five days. All excluded pupils have a right to educational provision from the sixth day of exclusion but this remains the responsibility of the school where the pupil is on roll.*

* 1. Or the child or young person does not have a school place and:
		1. lives in the locality of the partnership
		2. meets the Fair Access Criteria (and is therefore allocated a school place by the partnership)
		3. has “Challenging behaviour” that requires provision outside a mainstream school but that does not meet the criteria for support from SENA.

Unless there is a permanent exclusion the request for partnership involvement will only be agreed if the school can show that it is unable continue to educate a student because the student’s behaviour in school is damaging his or her learning and the learning of others or the pupil is considered too vulnerable to be educated in a mainstream school.

*School Roll*

*Pupils who are referred to the Secondary Education and Inclusion Partnership will remain on roll at the referring school.*

*Pupils who are permanently excluded from a school in the partnership will be placed on roll of another school in the partnership area unless a school outside the partnership agrees to accept the pupil on roll. The decision to name a school is the collective responsibility of the Secondary Education and Inclusion Partnership.*

*Pupils living in the locality without a school place will be placed on roll using the processes and criteria laid down in the Leicestershire Fair Access Protocol.*

*Pupils who, as a result of failing to attend school or alternative provision, are registered as CME (Child Missing Education) and are taken off roll of their school. The Secondary Education and Inclusion Partnership may, after consideration, agree to continue the support of its staff to a CME pupil, even though the pupil is no longer on roll in a partnership school.*

*Pupils with an EHCP who do not have a school place as a result of a permanent exclusion from a specialist provision will remain the responsibility of SENA.*

 Decision to place a pupil on an alternative programme (Programme Management)

Academies, Schools and Colleges are entitled to make suitable arrangements for the education of their pupils, including at off site provision. Department for Education Guidance states that “Governing bodies of maintained schools have the power to direct a pupil off-site for education to improve his or her behaviour. The Secretary of State has made regulations, as is required by the related primary legislation, concerning schools’ use of this power.” (DFE Statutory Guidance “Alternative Provision” Jan 2013) Partnerships act on behalf of schools in this respect when they accept pupils as referrals.

Nevertheless any arrangements to involve the Secondary Education and Inclusion Partnership will be agreed with parents/carers before proceeding, involving a signature on Partnership referral forms.

When a pupil is referred to<Insert Partnership Name> it will consider whether the pupil:

*Supporting the individual pupil*

*The Partnership will agree with schools how pastoral support for a pupil will be apportioned between school and partnership staff, based on local circumstances and the pupil’s needs.*

* Should be placed in an alternative school within the partnership group of schools or elsewhere in the county,

Or

* Placed on a personalised programme of education for part or all of their education provision

In either case the Partnership will be working to enable the pupil to:

* Re-engage in education
* Improve behaviour
* Overcome any barriers to learning
* “Get back on track” to achieving educational outcomes in line with his or her ability

The Components of Programmes

The personalised programmes are built from a range of available provision which includes:

* Small group lessons in core subjects
* Specialist support from organisations such as the Leicestershire Youth Service
* Vocational provision at Alternative Providers (for pupils in Year 10 and 11)
* Motivational and personal and social education projects
* One to one tuition (in exceptional circumstances)

Pupils, almost without exception, have actively managed programmes that consist of several components, designed in a way to maximise the chances of re-engaging the pupil and reinvigorating their educational progress. Where appropriate other agencies may work with the pupil or family to provide additional support aligned with the programme.

1. **<INSERT PARTNERSHIP NAME>’S PROCESSES FOR IDENTIFYING AND ASSESSING PUPILS**

School’s decisions to refer a Pupil to the Partnership

Schools in <Insert Partnership Name>share a common approach to pupils whose behaviour in school is damaging (or has the potential to damage) his or her learning and the learning of others. This is based on

* A need to maintain the positive learning environment in schools that is essential to the progress of all its pupils
* A recognition that this sort of inappropriate behaviour in individual pupils is often an “acting out” of other underlying problems.

Each school in <Insert Partnership Name> will have considered why a pupil is misbehaving at a serious level at or before the point of referral to the Partnership.

Challenging Behaviour by a child may be a sign of

* Learning difficulties leading to a lack of success in school
* Unresolved mental health issues
* A neurological condition that may not have been recognised, for example an Autism Spectrum Disorder, ADHD
* Difficulties with relationships with peers
* Difficulties with family life and life outside school.

or a combination of some or all of these.

<Insert Partnership Name>has a referral process that ensures that schools have worked hard to analyse the causes of the challenging behaviour and address those causes within school. The Partnership will only become involved with the pupil if:

* The school can show that it has done all it can to identify and address underlying causes of the behaviour

Or

* The school can show that the behaviour of the pupil is so serious that it threatens the good order and/ or safety of other pupils and staff in the school.

*Identifying the educational needs of Children in Care*

*The Partnership recognises that some Children in Care, particularly those newly arriving in Leicestershire, may need support from the Partnership. Partnership staff anticipate that the Leicestershire Children in Care Team will:*

* *adopt a similar analytical approach to the identification of need in order that processes of aligning educational provision for a pupil can be set in place swiftly.*
* *begin the process of formal assessment for SEN where this may be necessary.*

Or

* The school and other agencies consider the pupil to be too vulnerable to educated in a mainstream setting

Understanding the Causes

<Insert Partnership Name>recognises that the identification of underlying causes of challenging behaviour can be difficult for parents/carers, schools and colleges and partnership staff. Children and young people who behave in this way are in effect creating a barrier to an understanding of their real needs. Whilst the Partnership expects schools to have worked proactively with pupils prior to referral it recognises that is not always possible for schools and colleges to “get to the bottom” of the reasons for this behaviour. One of the aims of the creation of a personalised education programme by <Insert Partnership Name> is to foster re-engagement in education, regulate behaviours and create some stability for the child. This sometimes creates an opportunity to reassess the underlying causes of the behaviours.

Schools in <Insert Partnership Name> will seek to analyse the underlying causes of challenging behaviour by:

* Using common processes designed to aid in identifying social and emotional factors that might contribute to poor behaviour
* Using common testing procedures to aid in identifying learning difficulties
* Making referrals to the Educational Psychology Service where the school speculates that more complex psychological factors may be contributing to the behaviour
* Making referrals to outside agencies where the school has concerns that family or social settings are significant factors in causing the behaviour

*Formal Assessment for an EHCP by SENA*

*A referral to the BP that results in some level of involvement by BP staff and access to additional resources may be used as evidence of outside specialist agency involvement for the purposes of formal assessment.*

*Acceptance of a referral by a BP is not an essential criterion for agreeing an EHCP or top up funding for a pupil with complex behavioural, emotional and social difficulties.*

Once a pupil has been accepted for an individualised programme by <Insert Partnership Name>, partnership staff will continue the work started in school prior to referral to analyse and understand the pupil’s needs. **If the analysis before or after referral to the Secondary Education and Inclusion Partnership points to significant learning difficulties as a cause the school or partnership will aim to begin the process of statutory assessment (with the agreement of parents/carers) for additional support from SENA and /or an Education and Health Care Plan**. (The school and/or Partnership will seek to demonstrate that the pupil meets the SENA statutory assessment criteria.)

In considering whether to contribute Top Up Funding for a pupil who is being educated by a Secondary Education and Inclusion Partnership SENA will take into account the level of additional financial support already committed by the BP to the pupil’s provision. Additional Funding will be considered if the BP can demonstrate that it is spending the Age Weighted Pupil Unit plus a further £6000 on provision for the pupil.

*What do we mean by Special Needs?*

*<Insert Partnership Name>recognises that serious challenging behaviour in individual pupils is often an “acting out” of other underlying problems. The <Insert Partnership Name> accepts that not all pupils that it works with have special educational needs as it is defined in the Special Educational Needs Code of Practice. Nevertheless it recognises that each pupil is unique and has needs that cannot be addressed in a conventional mainstream setting. Therefore the <Insert Partnership Name> treats each pupil as having additional individual needs*

 If the analysis of the pupil’s needs suggests that the pupil’s family or social setting is a contributory cause the school or partnership will make a referral to the social care services and will be ready to work closely with them in shaping future support for the pupil. The Partnership aims to ensure that this occurs in exceptional cases only and that most additional needs will be identified in school before a referral to the Partnership becomes necessary.

1. **<INSERT PARTNERSHIP NAME>’S PROCESS FOR SECURING THE RIGHT PROVISION FOR PUPILS**

 Structuring Programme Management

The <Insert Partnership Name> works with pupils to design a bespoke provision composed of a range of elements as described in section 2.

Each pupil has a range of outcome targets that usually include as a minimum:

* Attendance
* Personal social and or behavioural goals
* For pupils at Key Stage Four - Levels or GCSE target grades for English and Maths and outcomes for other assessed courses set to provide the best possible springboard into employment or further education
* For pupils at Key Stage Three – educational levels and overcoming barriers to learning in order to support reintegration into a mainstream school at Key Stage Four

These targets influence the design of the programme that the Partnership constructs for the pupil. Targets are used to shape the teaching and support strategies that individual teacher’s and instructors use as they work with individual pupils.

The Providers of Components of the Programme

<Insert Partnership Name> uses a range of external providers that aim to meet the needs of vulnerable pupils and those with challenging behaviour by one or more of the following:

* providing opportunities for vocational learning often linked to the development of functional skills
* personal, social and emotional development

***Alternative Providers***

*Once the pupil’s placement begins the Secondary Education and Inclusion Partnership will ensure that:*

* *The pupil has regular monitoring visits at the provision from a member of the partnership professional team*
* *The Provider supplies at least termly feedback of the pupil’s progress towards external accreditation and agreed progress targets to the Partnership*
* *The Partnership (including member schools) carries out a regular systematic evaluation of the quality of provision using the shared standards developed as part of the shared Quality Assurance Framework .*

The five Secondary Education and Inclusion Partnerships follow the national guidance for the use of Alternative Provision as published by the DFE in January 2013.

* small group and , in exceptional circumstances, one to one work on elements of the school curriculum

<Insert Partnership Name> uses the services Leicestershire Education and Business Partnership to ensure that providers are checked to ensure effective safeguarding and health and safety practices, (where the providers are registered with LEBC). The Partnership carries out regular quality assurance visits to providers using the Leicestershire Secondary Education and Inclusion Partnership Quality Assurance framework, and involves Heads and Principals of Partnership schools in these visits.

<Insert Partnership Name> in common with all Leicestershire Secondary Education and Inclusion Partnerships does not place pupils in single provisions unless the need of the pupil makes this a paramount consideration in planning a programme. Therefore virtually all pupils have programmes built of a combination of provision, often with an element of “in house” or in school time. The programme is managed by a Key Worker who is a Partnership employee. In the exceptional circumstances where a pupil is places full time with a single provider this must be Ofsted Registered.

1. **<INSERT PARTNERSHIP NAME>’S PROCESS FOR ENSURING THAT PROGRAMMES ARE EFFECTIVE**

Supporting Pupils and Monitoring their Progress

A Key worker is assigned to each pupil to monitor his or her progress very regularly and to provide pastoral support and guidance to the pupil.

The Partnership team ensures that progress data is regularly collected and reviewed from all the provisions involved in a pupil’s programme.

For some pupils it is challenging to establish engagement and to establish a path to progress.

Regular review allows modification of individual programmes in these circumstances; the overarching target for the Partnership remains to re-establish educational progress whatever setbacks are experienced along the way.

<Insert arrangements for regular review of progress>

Where a pupil is not making progress towards targets the staff will:

* Reconsider targets to ensure that they are appropriate for the pupil
* Make changes to the programme to address any barriers to engagement, learning and progress
* Seek further intervention to support the pupil from other agencies
* Revisit the process of statutory assessment with a view to seeking additional resources or alternative provision unavailable to the partnership

Monitoring and Evaluating Partnership Work

<Insert Partnership Name> participates in the Quality Assurance Framework agreed between the five Secondary Education and Inclusion Partnerships in Leicestershire and Leicestershire County Council. This ensures that the <Insert Partnership Name> scrupulously reviews its processes and provisions to ensure that they are effective in enabling pupils with challenging behaviour to make progress towards successful educational outcomes.

<Insert Partnership Name> is also accountable to Partnership schools for its performance in supporting pupils and reports regularly to those schools.

Each individual school remains accountable for the outcomes for all pupils on its roll, including those who have been referred to <Insert Partnership Name>. Inspections by Ofsted of schools and colleges can and do look at the provision for and progress of individual pupils who are in the care of the Partnership.

Judging Progress

Regular tracking information is collected by the Partnership from all Providers and this informs the reviews carried out as described in section 6 above.

<Insert Partnership Name> uses a range of assessment tools to enable it to judge pupil’s social, emotional and behavioural progress. Currently all the Leicestershire Secondary Education and Inclusion Partnerships use “Boxall” profiling in line with the practice developed at Key Stage One and Two by Oakfield Short Stay School.

Key workers maintain ongoing contact with parents/carers ensuring as far as is possible that they are informed about decision making about individual programmes and pupil’s progress within these. Where necessary Partnership staff may make daily contact with parents/carers particularly to secure good attendance. The responsibility for securing good attendance rests with the “on roll” school but Partnership staff work with appropriate school staff.

If the review of progress shows little or no progress, (despite partnership staff acting on advice, modifying programmes and providing appropriate interventions) and evidence therefore points to additional needs as set out in the SEN code of practice the school or partnership will aim to begin the process of statutory assessment (with the agreement of parents/carers) for additional support from SENA and /or an Education and Health Care Plan.

1. **<INSERT PARTNERSHIP NAME>’S INVOLVEMENT WITH PUPILS WITH SEN**

Schools’ Approach to SEN Students with Challenging Behaviour

Pupils who have special educational needs that have been already recognised via the process of statutory assessment will not normally be referred to <Insert Partnership Name>.

When a school recognizes that a pupil with SEN is exhibiting behaviour that is damaging his or her learning or the learning of others, the school will:

Either (where a pupil has an EHCP)

call an emergency annual review under the SEN Code of Practice;

Or (where a the school is in receipt of Top Up Funding from SENA for the pupil)

hold a review meeting.

The emergency annual review or the review meeting will aim to find a way to address the challenging behaviour. This might include:

* A recommendation for an amendment to the EHCP or a change to the levels of “Top Up Funding”
* Changes to the in school provision for the pupil
* A referral by the school to external agencies

In order to secure an amendment to an existing EHCP or a new EHCP with the aim of accessing specialist provision in another setting the school will need additional external evidence from an Educational Psychologist or other external agencies. Where additional Top Up Funding is needed the school will contact the SEN Officer as a first step.

The Partnership Approach to SEN Students with Challenging Behaviour

*SEN and Alternative Providers*

*The Secondary Education and Inclusion Partnerships do not use Alternative Providers for full time provision unless they are Ofsted registered. If a pupil with SEN requires a single setting to best meet his or her needs it is unlikely that the Secondary Education and Inclusion Partnerships can offer support.*

<Insert Partnership Name> will consider whether a pupil in this category should be referred to the Partnership provided the school can make a case that one or more of the following apply:

* The pupil’s special educational needs mean that alternative provision used by the Partnership would be the most appropriate setting for meeting those needs
* The behaviour that has led to the referral is not as a result of a specific diagnosed special need that calls for specialist support and intervention
* No other alternative support is immediately available to the pupil and his or her placement at school has broken down so that Partnership support is needed for a short time

Any special arrangements that need to be made for the pupil as part of the personalised provision that arise from the pupils SEN will be discussed and agreed with SENA and funded from the SEN budget.

1. **<INSERT PARTNERSHIP NAME>’S APPROACH TO ADAPTING THE CURRICULUM**

Personalised Curriculum

A fundamental principle of Partnership is to design a curriculum provision that will enable the pupil to restart progress in his or her learning. The target setting and ongoing review is designed to ensure that every effort if made to secure good progress by the pupil.

If the Partnership, school, and Special Educational Needs Assessment Service have agreed that a pupil who has special educational needs that have been already recognised via the process of statutory assessment should be educated by the Partnership, individual arrangements will be made to put in place provision that can meet effectively both the special educational needs and the needs arising from the challenging behaviour and funding arrangements will be agreed between the Partnership and SENA.

Public Examinations

The Partnership will make individual arrangements for all its pupils to secure their participation in any public examinations that they have been entered in.

1. **<INSERT PARTNERSHIP NAME> AND EXTRA CURRICULAR ACTIVITIES**

All pupils who receive their full time educational provision from the Partnership will no longer be automatically eligible for access to extra curricular activities offered by the school where they are on roll.

The focus of the Partnership is on seeing challenging behaviour as “acting out” of other submerged needs. Partnerships work with the pupil to regulate their behaviour and to address needs via personalised provision. Nevertheless it is an important principle of the relationship of the Partnership with pupils that the pupils should understand that their behaviour has consequences. One consequence for pupils who are managed by the partnership is that the pupil may not be allowed to access their base school and any of its provision.

1. **<INSERT PARTNERSHIP NAME>’s APPROACH TO IMPROVING THE EMOTIONAL AND SOCIAL DEVELOPMENT OF PUPILS**

A key component of all the Partnership provision is to address the emotional and social development of individual pupils.

1. **<INSERT PARTNERSHIP NAME>’s PROVISION OF SEN STAFF**

Pupils who have special educational needs that have been already recognised via the process of statutory assessment remain the responsibility of the SEN Co-ordinator of the school where they are on roll.

The Partnership will seek to work with the school SENCO if it seeks to begin statutory assessment of a pupil who receives his or her education provision from the Partnership.

1. **<INSERT PARTNERSHIP NAME>’s STAFF SKILLS AND ACCESS TO ADDITIONAL SPECIALIST SUPPORT**

*Key Agencies and Services with links to Secondary Education and Inclusion Partnerships:*

*Leicestershire Early Help: Staff liaise with SEIP staff*

*SEN Officers: SEIP Co-ordinators and SENA casework officers are linked*

*School Admissions: Annual meetings with SEIP Co-ordinators*

*Children in Care Team:*

*Leicestershire Educational Psychology Service; EP’s provide advice and support directly to SEIPs.*

*Specialist Teaching Services*

The Partnership Co-ordinator is a key figure in the partnership area in facilitating links between the range of external education services and other agencies and schools and their pupils. Working with other services and agencies is central to the Partnership’s ability to construct bespoke provision for individual pupils.

There is ongoing work within and between all of the Leicestershire Secondary Education and Inclusion Partnerships to develop effective inter agency and inter service working.

<Insert Partnership Name> partnership team consists of the following members:

<Insert job roles list>

1. **<INSERT PARTNERSHIP NAME>’s ACCESS TO RESOURCES TO SUPPORT PROGRAMMES**

Transport

The Partnership ensures that all pupils are able to access the provision arranged for them. The Partnership will aim to enable the pupil to attend provisions using existing school or public transport or “under their own steam”. However where journeys are difficult or the pupil needs additional support in order to secure good attendance the Partnership will either:

* meet any transport costs that are needed.

or

* negotiate with Leicestershire Passenger Transport section or other agencies or services to secure funding for transport

The Partnership expects that transport costs for Children in Care who are being programme managed will be met by the individual pupil’s “home” Local Authority.

Key workers will assist pupils individually in getting to provision and in the initial induction.

Decisions about the appropriate means of transport will be made by Partnership staff as part of the process of design of the individual educational programme for the pupil. The key criterion is what is in the best interests of the pupil in securing progress. This criterion applies when making decisions about any other additional resource that might be needed to support a pupil.

1. **<INSERT PARTNERSHIP NAME>’s WORK WITH PARENTS/CARERS AND PUPILS**

Parents/Carers

The Partnership considers good relationships with parents/carers of all its pupils to be a key component in achieving success. It therefore seeks, within the limit of the time available to staff for this work to:

* Overcome any misunderstandings and misapprehensions that may have arisen. A pupil’s challenging behaviour at school may have placed a strain on the relationship between home and school. Partnership staff understand this and will work to move forward from this difficulty.
* Offer advice and support to parents/carers, including helping them build supportive relationships with other agencies in order to support the pupil.
* Help family relationships by supporting the pupil in developing an empathetic understanding of everyone in the family.

The partnership will do this by ensuring that keyworkers build good relationships with parents/carers and informing parents/carers of decisions about provision and outcomes of progress reviews.

Pupils

All pupils whose education provision is managed by the Partnership know that their programmes are designed in discussion with them. The programme always includes a regular opportunity to discuss progress with their key worker.

The Partnership knows that a key component of success is in raising the expectations of pupils as to what they can achieve. From the outset partnership staff expect pupils to achieve very high levels of attendance and to join with the staff in aspiring to make good progress.

Complaint**s**

Partnership staff will aim to ensure that any concerns of parents/carers are addressed swiftly and sympathetically – knowing that anything less than a good working relationship is likely to jeopardise the progress of the pupil.

Partnership pupils remain the responsibility of the school at which they are on roll. The Partnership as a whole is under the governance of the schools who meet together to form the Partnership. Parents/Carers wishing to make a formal complaint would therefore use the on roll school’s complaints procedure.

1. **<INSERT PARTNERSHIP NAME>’s APPROACH TO WORKING WEITH OTHER AGENCIES**

See Section 12 above

The Partnership works broadly across all services and agencies available to it to secure the best possible outcomes for its pupils and is instrumental in helping individual schools build these relationships. Some of the key agencies, for example social care, police and Leicestershire Early Help attend some Partnership meetings as well as welcoming Partnership staff to some of their interagency groups.

1. **<INSERT PARTNERSHIP NAME>’s WORK TO PREPARE PUPILS FOR THE NEXT STAGE**

See section 5

Key Stage Three

At Key Stage Three one of the key targets to be set is focussed on maximising the chances of the pupil being reintegrated to his her mainstream school at the start of Key Stage Four. This target may be a focus for the key worker in supporting the pupil.

Key Stage Four

At Key Stage Four one of the key targets focuses on the next step at sixteen into employment training or education. Pupils in Year Eleven will receive specialist support from a trained Partnership staff or a careers advisor and this support will continue across the transition at the end of Year Eleven.

1. **<INSERT PARTNERSHIP NAME>’s CONTRIBUTION TO THE LOACL AUTHORITY LOCAL OFFER**

Parents/Cares and pupils are advised to look at information published by the school at which the pupil is on roll in addition to this information.

It is important to remember that a pupil who has been referred to the <Insert Partnership Name> may not be considered to be “special educational needs” within the meaning used by the national legislation and code of practice.

All pupils who are referred to the Partnership are considered to have additional individual needs in that they require personalised provision in order to make progress

**Schedule 2, Appendix A**

**Schools in Partnership Areas**

Please note - as area based Special Schools are not include in the SEIPs agreement funding formula, they are not included in the list below or required to sign up to this MOU (Schedule 2).

***South Leicestershire (SL)***

Beauchamp College

Brockington College

Countesthorpe Leysland Community College

Gartree High School Oadby

Lutterworth College

Lutterworth High School

Manor High School Oadby

Sir Frank Whittle Studio School

South Wigston High School

The Kibworth School

The Robert Smyth School

Thomas Estley Community College

Welland Park Community College

Wigston Academy

Wigston College

***North West Leicestershire (North West Leicestershire Learning and Inclusion Partnership – NWLLIP)***

Ashby School

Castle Rock High School

Ibstock Community College

Ivanhoe College Ashby-De-La-Zouch

King Edward VII Science and Sport College

Newbridge High School

Stephenson Studio School

The Forest Way School

***Melton and South Charnwood (Melton Behaviour Partnership – MBP)***

John Ferneley College

Long Field Academy

The Cedars Academy

The Martin High School Anstey

The Priory Belvoir Academy

The Roundhill Academy

Wreake Valley Academy

***Hinckley and Bosworth (Hinckley and Bosworth Education Partnership – HBEP)***

Bosworth Academy

Groby Brookvale High School

Groby Community College

Hastings High School

Heath Lane Academy

Hinckley Academy and John Cleveland Sixth Form Centre

Redmoor Academy

South Charnwood High School

St Martin’s Voluntary Catholic Academy

The Market Bosworth School

Winstanley Community College

***North Charnwood (Loughborough Inclusion Partnership – LIP)***

Castle Donington College

Charnwood College

De Lisle Catholic School

Iveshead School

Limehurst Academy

Maplewell Hall School

Rawlins Academy

The Humphrey Perkins School

Woodbrook Vale School

**Schedule 3**

**Template Memorandum of Understanding between Schools in Secondary Education and Inclusion Partnerships**

1. **Scope**
	1. This memorandum of understanding (the Memorandum) governs the relationship between member schools of each Leicestershire Secondary Education and Inclusion Partnership (Partnership).
	2. Schools in the Partnership Areas
		1. The schools in each Partnership area are set out in Appendix 1 to the Memorandum, which may be amended from time to time.
		2. In this Memorandum references to “schools” and “member schools” includes academy schools unless expressly stated otherwise
		3. Defined terms in this Memorandum, unless expressly defined in the Memorandum, have the meaning given to them in Schedule 7 of the Partnership Agreement between the Leicestershire Secondary Education and Inclusion Partnerships and Leicestershire County Council
2. **Introduction**
	1. This Memorandum of Understanding sets out the aims, objectives and accountabilities of member schools of Partnerships, and is intended to act as a point of reference for all members of the Partnerships. It should be read in conjunction with the following (available at <http://www.leics.gov.uk/special_education_needs> and <https://sites.google.com/a/bpleics.co.uk/leicestershire-behaviour-partnerships/>
		1. Leicestershire Secondary Education and Inclusion Partnerships Agreement
		2. Local Offer document for Partnership Provision
		3. County Secondary Fair Access Protocol
		4. And local protocols governing Managed Moves and other arrangements designed to support vulnerable pupils and maintain their engagement with education
	2. The principles outlined in the Memorandum, are aimed primarily at KS4 and KS3 pupils in schools who are:
		1. at risk of permanent exclusion from school
		2. vulnerable as a result of Social Emotional and Mental Health Issues
		3. self excluding from school.
	* The main objective underpinning the Memorandum is to reduce the need for permanent exclusion from school by enabling Partnerships to plan and commission a personalised curriculum at KS4 and KS3.
3. **Purpose and principles**
	1. The key purpose of Partnerships is for secondary schools to work collaboratively to improve outcomes for vulnerable pupils; raise educational standards, and personalise provision for vulnerable young people in their area.
	2. Principles
		1. Member schools make a formal commitment to the shared vision that all children and young people are the responsibility of their Partnership. Partnership schools will work together to secure early intervention with children and young people at risk of exclusion, and those in danger of missing education with the aim of meeting the social, emotional and mental health needs so as to support good behaviour and improve outcomes for all children and young people.
		2. Member schools will work collectively to ensure that all children and young people entitled to secondary education in the area are placed on a school roll.
		3. Member schools and Partnerships agree and operate a Fair Access Protocol which ensures that all schools admit a fair share of vulnerable and challenging children and young people within the appropriate timescales, including those who have been permanently excluded from a local school.
		4. Member schools will agree an operate managed move protocol for children and young people for whom a move to another school is appropriate.
		5. Member schools and Partnerships collectively ensure that all children and young people will receive a stimulating, challenging and engaging curriculum, including appropriate literacy and numeracy programmes which are suitably supervised and monitored.
		6. Member schools and Partnerships agree to provide or commission, engaging, good quality education and a curriculum that is tailored to the needs of vulnerable and challenging young people and to participate in Partnership arrangements for Quality Assurance of that provision.
		7. Member schools and Partnerships agree that alternative provision is used with a view to the re-integration of vulnerable and challenging young people into mainstream education so that they are motivated, prepared for further learning and have a positive view of their future.
		8. Where member schools commission alternative provision independently of the local Partnership they agree to keep the Partnership informed and to follow agreed procedures for the oversight of such provision
		9. Member schools agree to share accurate comprehensive data about their performance with respect to vulnerable children.
4. **Overall aims**
	1. The strategic aim of the Partnerships is for secondary schools to work collaboratively to improve outcomes for pupils; raise educational standards, and personalise provision for vulnerable young people in localities. This will be achieved through commissioning the necessary mix of in school and out of school pupil education support and provision, including early intervention and prevention services, from the public, private and voluntary sector. Within that, they aspire to:
		1. Provide a shared vision for staff and students at member schools, based around the “Assess, Plan, Do, Review cycle”. Build on the recognition in the SEN Code of Practice that poor behaviour is a form of communication informing professionals about a child’s underlying needs to create personalised, engaging and empowering programmes of learning and support for young people.
		2. Foster an ethos of success and achievement amongst learners, staff and the wider community, understanding that achievement will follow from attendance and engagement when the programme on offer is personalised for vulnerable and challenging learners
		3. Broker provision from each other and external providers, using existing resources combined with additional resources devolved by Leicestershire County Council (the Local Authority) to Partnerships, and resources delegated to schools by the Local Authority
		4. Share knowledge, resources and skills and work in partnership with each other and relevant agencies and organisations.
		5. Establish the conditions for continuous improvement in standards both in education and other services.
		6. Create a sustainable long-term Partnership.
5. **Partnerships’ general responsibilities**
	1. The Responsibilities of all Schools in a Partnership
		1. Deliver services, and meet the relevant outcomes and targets for vulnerable groups. This may be done through individual member institutions or collectively, or by commissioning services from a range of alternative education providers.
		2. Aim for a full time educational offer for all pupils referred to the Partnership, whilst recognising that for some pupils who are disengaged from education, this may be a gradual process.
		3. Pay proper regard to relevant legislation, formal guidance, codes of practice, and national policies.
		4. Take responsibility for commissioning all alternative programmes needed by pupils in their areas, and accept collective responsibility for the placement of vulnerable children living in county and attending partnership area schools, and for achieving other partnership outcomes.
		5. Respond to Member of Parliament, Elected Member, Ombudsman, Ofsted, parent, voluntary sector complaints and requests for information received either directly or via the Local Authority.
		6. Abide by the terms of their Partnership agreement and its appendices.
		7. Contribute to the management of the Partnership, and agree a lead school and deputy lead school for the academic year.
		8. Move quickly to admit children agreed by the Partnership under the Fair Access Protocol, and ensure a fair distribution of vulnerable children across Partnership schools.
		9. Engage in local and national planning, and review procedures including Multi-agency Risk Assessment Conferences, Domestic Homicide Reviews, Child Protection Conferences, Serious Incident Learning Processes, Inspections of LA services, Serious Case Reviews, Children Using Sexually Abusive Behaviour, Children in Care Planning Meetings, Adoption Planning Meetings, Youth Offending Service court order monitoring and return from custody meetings, Supporting Leicestershire Families Meetings, Locality Hub Meetings.
	2. Commitment of Individual Schools who are members of the Partnership
		1. The Partnership Agreement does not seek to limit the rights of Headteachers and Principals to exercise their legal powers in relation to Permanent Exclusion. Collectively Leicestershire secondary Headteachers and Principals acknowledge that there are occasions when a permanent exclusion is a necessary step. Member schools acknowledge the need to consult with the Chair of their Partnership prior to making such a decision in order to ensure that the reason for the decision is fully understood.
		2. Headteachers and Principals are responsible for ensuring that they have their own internal processes to ensure that any decision to place a pupil into a Partnership programme are taken with due regard to the legal processes related to a decision to exclude a child from school.
	3. Responsibilities of the Lead School
		1. Comply with the terms of the Partnership Agreement between the Lead School and the Local Authority including but not limited to:
			1. Maintain effective financial management of funding devolved to the Partnership by the Local Authority.
			2. Manage staffing and other resources in the Partnership area.
			3. Ensure access to financial records for the Local Authority and Internal Auditors.
			4. Prepare termly and annual reports on partnership, working in co-operation with the other Leicestershire Secondary Education and Inclusion Partnerships, in order to report to the Partnership Executive Group as set out in the Partnership Agreement.
	4. Local Authority Input
		1. The Local Authority will support the Partnerships’ performance of their responsibilities, and in particular will use its position to encourage the co-operation of all the schools within the Partnerships.
		2. The Local Authority will provide to the Partnerships any data it holds which may be reasonably required by the Partnership for the performance of its responsibilities.
		3. The Local Authority will consult the Partnerships about the development of education and education related services where appropriate, including locality based working and commissioning of services.
		4. Where possible, the Local Authority will aim to provide appropriate advice, guidance, financial and physical resources to help the Partnerships achieve its aims.
		5. The Local Authority has commissioned Partnerships to ensure provision for permanently excluded pupils (as is required pursuant to Section 19 of the Education Act 1996) in accordance with the terms of the Partnership Agreement and this Memorandum.
		6. The Local Authority will not have any responsibilities in respect of the day-to-day operational issues, inputs and processes of the Partnerships.
		7. The Local Authority will raise the profile of the work of Partnerships across the County Council, East Midlands and Nationally.
	5. Management, Governance and Accountability
		1. The Partnerships will ensure that it operates structures to allow all member schools to participate in:
			1. decision making about local thresholds for children and young people and their schools to access partnership resources
			2. The deployment of resources within the partnership, including decisions about the level of contribution expected from a child’s school where a personalised programme is put in place and as a contribution the work of the Partnership as a whole
			3. Collective decisions about protocols and procedures that are used across the Partnership, particularly in ensuring that the Fair Access Protocol is operated effectively across the Partnership
			4. Participation in judgements about the effectiveness of the work of the Partnership
			5. Setting a development strategy for the Partnership working within the parameters of the Partnership Agreement with LCC.
		2. Each member school retains accountability for children and young people who are on the school roll. The Partnership will operate in ways that enable schools:
			1. to continue to participate in progress reviews for their students,
			2. to satisfy themselves that personalised programmes are aligned to each child’s needs
			3. to be confident that effective child protection, safeguarding and health and safety arrangements are in place
			4. to access information about these matters swiftly from the Partnership should it be required as part of the school’s accountability requirements.
		3. The Partnership will ensure that it meets the accountability requirements set out in the Partnership Agreement and that it contributes to the development of services for vulnerable children in the county by participating in the meetings of the Chairs of Partnership, The Executive Group and the meetings of Co-Ordinator’s.
6. **Funding Arrangements**
	1. The funding for Partnerships is distributed to Partnerships on the basis of a formula. This is reviewed annually in the light of changes to school funding..
	2. Member schools may also contribute to their Partnership’s budget by local agreement to extend the range of activity of the Partnership.
	3. Funding devolved to the Partnerships will not be further devolved to individual schools for purposes other than work to achieve the Partnership outcomes and in accordance with the Partnership Agreement.
	4. The total funding devolved to the Partnerships will be reviewed on an annual basis, taking into account changes in overall demand and in consultation with the Schools Forum.
7. **Charging for Alternative Education Provision**
	1. Where a child or young person is provided with a full or part time programme as a result of a referral to the Partnership, the school where the child is on roll will make a payment to the Partnership as a contribution towards the full cost of the programme.
		1. (The standard level of payment is based on the average pupil cost as calculated by the LA and reported to the Schools Funding Forum, and any pupil premium payment to the school attributable to the child concerned. This will be calculated on a pro rata basis and the Partnership fund holding school will be responsible for collecting payments from local schools. The way this charge will be applied to schools is subject to local agreement within each partnership to reflect other local financial arrangements.)
	2. Partnerships and member schools acknowledge that Partnerships are be responsible for commissioning alternative provision for young people permanently excluded from all schools within their Partnership Area including schools that choose not to become member schools. Non-member schools will not have access to the preventative support available to Partnership schools, nor to the commissioning and monitoring capacity of alternative provision available in the Partnership.
	3. When a member school permanently excludes a pupil, the per pupil entitlement funding will be deducted from that school’s allocation and this funding will be passed to the Partnership in which that school is a member in recognition that the Partnership will be responsible for providing education for that pupil. The excluding school will be expected to continue to pay at this level until the excluded pupil is placed on roll at another school and that school is in receipt of the pupil’s share of funding. Any charges levied on schools under this clause will be dealt with by the Partnerships’ fund holding school.
	4. Any school may choose not to join or to withdraw from the local Partnership. 16B.3 of the Leicestershire SEIPs / LCC agreement sets out the circumstances in which a local partnership, acting collectively, can withdraw membership from a school.
	5. If a non-member school permanently excludes a pupil the Local Authority will make a charge on the school for the full cost of any provision that is made for the excluded pupil. The Local Authority will transfer these funds to the Partnership that is making provision for the excluded pupil.
	6. Member schools acknowledge and agree that where a member school permanently excludes a disproportionate number of pupils over a period of 2 academic years that school will, if so required by a majority of the Partnership’s Strategic Group, pay to the Partnership a sum no greater than the cost of funding alternative provision for the excluded pupils. Any dispute arising out of this paragraph 7.2 shall be dealt with in accordance with paragraph 9 (Disputes)
8. **Monitoring and Evaluation**
	1. Partnerships will have to undertake self-assessment in accordance with Section 8 of the Partnership Agreement, by which they will benchmark themselves against other Partnerships, and measure performance against objective criteria and proven models of good practice.
	2. Schools in the Partnership will agree the format and processes that underpin its own monitoring and evaluation but will have regard to the need to contribute to the evaluation set out in the Partnership agreement with the LA.
	3. Each member of the Partnership accepts that meeting the agreed outcomes is the collective responsibility of the Partnership, and will make every effort towards the achievement of these outcomes.
	4. Where the Partnership fails to meet all or any of its outcomes, it will take prompt and adequate measures to rectify or improve its performance so as to meet the relevant outcomes as soon as can reasonably be expected.
9. **Dispute Procedure**
	1. Any member school may raise any issue of concern or dispute relating to the Partnership or any other member school within the Partnership by giving notice in writing to the Chair of the Partnership. The notice will set out the nature of the concern and where appropriate the proposed solution.
	2. The Chair of the Partnership will ensure that due consideration is given to the issue within the structures that operate to ensure the participation of all member schools. The Chair will lead discussions with a view to a just resolution that satisfies all parties.
	3. If the issue cannot be resolved within the Partnership within a reasonable time and in any event no longer than 4 weeks from date the issue is referred, then the Partnership or any affected party may refer the issue to the SEIP Executive Steering Group as set out in the Partnership Agreement.
	4. If an issue is referred to the ESG in accordance with paragraph 9.3 above, the ESG shall, having made such enquiries as it thinks appropriate, make such decisions and recommendations as are necessary to resolve the issue. All parties involved in the issue agree to be bound by the decisions and recommendations of the ESG made pursuant to this paragraph 9.4
10. **Formal acceptance of the Memorandum of Understanding**
	1. By signing below, each member school is committing itself to becoming a full participant in the above Partnership.
	2. Withdrawing from the Partnership
		1. A member school, including the Lead School, may withdraw from the Partnership by serving 3 years’ notice on the Lead School of the Partnership for the time being, such notice period to end on 5th April.
		2. The Lead School may cease to act as the Lead School for the Partnership by serving six months notice to the other member schools in the Partnership and on the Secondary Education and Inclusion Partnership Executive Steering Group. Upon receipt of such notice the BPESG will assist the Partnership to find a replacement Lead School for the Partnership
11. **Signatures**

Name of Head of Lead School: Name Chairs of Governors:

Signature Signature

For and on behalf of [insert name of Lead School]

Date Date

Name of Member School:

Name of Head of Member School: Name Chairs of Governors:

Signature Signature

For and on behalf [insert name of Member School]

Date Date

***Please return a signed copy of this agreement to the lead school for your partnership***.

**Schedule 4**

**Arrangements for Co-ordination of the work of the five Secondary Education and Inclusion Partnerships**

1. The work of the five Partnerships will be overseen by the Partnership Executive Steering Group as set out in Section 8 of the Partnership Agreement.
2. The Lead Officer appointed by The Local Authority in line with Section 16 of the Partnership Agreement will convene and Chair the Steering Group Meetings as set out in Section 8. Meetings will be held termly.
3. The work of the Group and the scope of the meeting is a set out in Section 8 of the Partnership Agreement
4. The Chairs of the Five Partnerships will meet together as they see fit between Partnership Executive Steering Group Meetings. The terms of reference for this meeting described below are not subject to the Partnership Agreement and may be changed to suite prevailing conditions and arrangements.

**Terms of Reference for the Chairs Meetings**

1. Aims:
	1. To deal with issues where the work of individual partnerships overlaps with that of others including:
		1. Reaching agreement about funding of pupils who move between schools and partnerships
		2. Developing common approaches to other LA areas
		3. Developing common links with other agencies and services
		4. Developing common approaches to commissioning and monitoring Alternative Providers
		5. Developing common approaches to the collecting and reporting of data as required by the LA via the Partnership Agreement (See 8.14 in the Partnership Agreement)
		6. Responding to LA questions, concerns and developments
		7. To collective employ any support staff needed to enable chairs to meet these aims and any cross partnership work that arises from them
	2. To share good practice and to discuss common issues in order to:
		1. Maintain a shared approach to the Local Authority
		2. Communicate with member schools about issues and challenges in a consistent and coherent way
		3. Act collectively to promote the work of the Partnerships
		4. Support each other in coping with the demands of this challenging work
		5. Share our understanding of the developing environment in which we work responding to legislative changes, shifts in priorities, deepening understanding of what works with our pupils etc.
	3. To set the broad framework for the cross partnership co-ordinating work undertaken by our Partnership Co-ordinators and to monitor the outcomes of this work including:
		1. Arrangements for quality assurance of Alternative Provision
		2. Co-ordination and alignment of outcome data.
2. Processes:
	1. Chairs, or in their absence, Vice- Chairs will attend from each Partnership.
	2. Meetings will be located by rota in each Partnership.
	3. The host Partnership will set the agenda and Chair the Meeting.
	4. A programme of meetings will be set prior to the start of each school year.
	5. A standing invitation will be issued to the LA Lead Officer for all meetings.
1. delete as appropriate [↑](#footnote-ref-1)
2. 1996 Regs: <http://www.legislation.gov.uk/uksi/1996/615/made>

2009 amendment: <http://www.legislation.gov.uk/uksi/2009/1301/pdfs/uksi_20091301_en.pdf> [↑](#footnote-ref-2)