**Schedule 3**

**Template Memorandum of Understanding between Schools in**

**Secondary Education and Inclusion Partnerships**

1. Scope

1.1. This memorandum of understanding (the Memorandum) governs the relationship

between member schools of each Leicestershire Secondary Education and Inclusion

Partnership (Partnership).

1.2. Schools in the Partnership Areas

1.2.1. The schools in each Partnership area are set out in Appendix 1 to the

Memorandum, which may be amended from time to time.

1.2.2. In this Memorandum references to “schools” and “member schools” includes

academy schools unless expressly stated otherwise

1.2.3. 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

2.1. 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/

2.1.1. Leicestershire Secondary Education and Inclusion Partnerships Agreement

2.1.2. Local Offer document for Partnership Provision

2.1.3. County Secondary Fair Access Protocol

2.1.4. And local protocols governing Managed Moves and other arrangements

designed to support vulnerable pupils and maintain their engagement with

education

2.2. The principles outlined in the Memorandum, are aimed primarily at KS4 and KS3

pupils in schools who are:

2.2.1. at risk of permanent exclusion from school

2.2.2. vulnerable as a result of Social Emotional and Mental Health Issues

2.2.3. self excluding from school.

o 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.

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3. Purpose and principles

3.1. 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.

3.2. Principles

3.2.1. 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.

3.2.2. 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.

3.2.3. 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.

3.2.4. Member schools will agree an operate managed move protocol for children and

young people for whom a move to another school is appropriate.

3.2.5. 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.

3.2.6. 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.

3.2.7. 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.

3.2.8. 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

3.2.9. Member schools agree to share accurate comprehensive data about their

performance with respect to vulnerable children.

4. Overall aims

4.1. The strategic aim of the Partnerships is for secondary schools to work collaboratively

to improve outcomes for pupils; raise educational standards, and personalise

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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:

4.1.1. 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.

4.1.2. 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

4.1.3. 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

4.1.4. Share knowledge, resources and skills and work in partnership with each other

and relevant agencies and organisations.

4.1.5. Establish the conditions for continuous improvement in standards both in

education and other services.

4.1.6. Create a sustainable long-term Partnership.

5. Partnerships’ general responsibilities

5.1. The Responsibilities of all Schools in a Partnership

5.1.1. 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.

5.1.2. 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.

5.1.3. Pay proper regard to relevant legislation, formal guidance, codes of practice,

and national policies.

5.1.4. 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.

5.1.5. 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.

5.1.6. Abide by the terms of their Partnership agreement and its appendices.

5.1.7. Contribute to the management of the Partnership, and agree a lead school and

deputy lead school for the academic year.

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5.1.8. 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.

5.1.9. Engage in local and national planning, and review procedures including Multiagency 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.

5.2. Commitment of Individual Schools who are members of the Partnership

5.2.1. 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.

5.2.2. 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.

5.3. Responsibilities of the Lead School

5.3.1. Comply with the terms of the Partnership Agreement between the Lead School

and the Local Authority including but not limited to:

5.3.1.1. Maintain effective financial management of funding devolved to the

Partnership by the Local Authority.

5.3.1.2. Manage staffing and other resources in the Partnership area.

5.3.1.3. Ensure access to financial records for the Local Authority and Internal

Auditors.

5.3.1.4. Prepare termly and annual reports on partnership, working in cooperation 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.

5.4. Local Authority Input

5.4.1. The Local Authority will support the Partnerships’ performance of their

responsibilities, and in particular will use its position to encourage the cooperation of all the schools within the Partnerships.

5.4.2. 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.

5.4.3. 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.

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5.4.4. Where possible, the Local Authority will aim to provide appropriate advice,

guidance, financial and physical resources to help the Partnerships achieve its

aims.

5.4.5. 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.

5.4.6. The Local Authority will not have any responsibilities in respect of the day-today operational issues, inputs and processes of the Partnerships.

5.4.7. The Local Authority will raise the profile of the work of Partnerships across the

County Council, East Midlands and Nationally.

5.5. Management, Governance and Accountability

5.5.1. The Partnerships will ensure that it operates structures to allow all member

schools to participate in:

5.5.1.1. decision making about local thresholds for children and young people

and their schools to access partnership resources

5.5.1.2. 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

5.5.1.3. 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

5.5.1.4. Participation in judgements about the effectiveness of the work of the

Partnership

5.5.1.5. Setting a development strategy for the Partnership working within the

parameters of the Partnership Agreement with LCC.

5.5.2. 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:

5.5.2.1. to continue to participate in progress reviews for their students,

5.5.2.2. to satisfy themselves that personalised programmes are aligned to

each child’s needs

5.5.2.3. to be confident that effective child protection, safeguarding and health

and safety arrangements are in place

5.5.2.4. to access information about these matters swiftly from the Partnership

should it be required as part of the school’s accountability requirements.

5.5.3. 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 CoOrdinator’s.

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6. Funding Arrangements

6.1. 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..

6.2. Member schools may also contribute to their Partnership’s budget by local agreement

to extend the range of activity of the Partnership.

6.3. 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.

6.4. 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

7.1. 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.

7.1.1. (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.)

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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

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pupil. The Local Authority will transfer these funds to the Partnership that is making

provision for the excluded pupil.

7.6. 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

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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

9.1. 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.

9.2. 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.

9.3. 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.

9.4. 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

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10. Formal acceptance of the Memorandum of Understanding

10.1. By signing below, each member school is committing itself to becoming a full

participant in the above Partnership.

10.2. Withdrawing from the Partnership

10.2.1. 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.

10.2.2. 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

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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