

LEICESTERSHIRE COUNTY COUNCIL
CHILDREN & FAMILY SERVICES

Partnership Agreement – Leicestershire Secondary Education and
Inclusion Partnerships (SEIPs)
Allocation of Funding for the Prevention and Provision in Respect
of Excluded Children or Children at Risk of Exclusion

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PART A

BASIS OF AGREEMENT

This Agreement is made on the **xxx** day of **xxxx** 2021

A1 Between

A1.1 **Leicestershire County Council**, of County Hall, Glenfield, Leicester, LE3 8RF (referred to as “the Council and/or the “Authority” and/or the “Local Authority” and or LA”) and

A1.2 **NAME OF PARTNERSHIP** whose registered officer is at **INSERT** (Trust) who is acting on behalf of **Name of School** who are acting as the lead School/Academy on behalf of itself and the member schools of the **Insert name of SEIP and abbreviation** (which is a Secondary Education Partnership [SEIP]).

A2 Whereas:

A2.1 The purpose of this Agreement (“the 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 Part C of this Agreement.

A2.2 The Council 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.

A2.3 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 Parts B, C and E) of this Agreement)

A2.4 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 Parts B and C of this agreement;

A2.5 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 C1.1 of this Agreement. Achievement of outcomes will be monitored as described in Part C of this agreement.

A2.6 The Lead School/Academy wishes to act as the lead school/Academy on behalf of the SEIP.

IT IS AGREED

A3 DEFINITIONS

A3.1 In this Agreement:

“Academy/Academies” has the definition given to it in section 1A of the Academies Act 2010. Where an Academy is part of a Multi-Academy Trust the Trust is the responsible party to this agreement.

“Agreement” or “Contract” or “Partnership Agreement” means parts A, B, C, D, E and any Appendices.

“Alternative Providers (AP)” means a range of organisations that exist to provide vocational and motivational education for pupils who struggle to cope in school. These organisations are often privately owned or run by charities and the services they operate are known as ‘Alternative Provision’. Information about Ofsted registered and unregistered provision can be found at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/942014/alternative_provision_statutory_guidance_accessible.pdf and
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/912040/Unregistered_schools_handbook_August_2020.pdf

“Chair of the SEIP” means an individual who represents the Lead school/Academy of the SEIP. The chair may be the headteacher of the lead school/academy but in some cases they may not (in which case, the chair will work closely with the lead school/Academy to ensure proper representation of the lead school/Academy).

“Council” refers to Leicestershire County Council.

“Data Controller” has the meaning set out under the Data Protection Legislation

“Data Processor” has the meaning set out under the Data Protection Legislation

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder (DPA 2018)); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and code of practice issued by the Commissioner or other relevant regulatory authority and which are applicable to a party.

“Data Subject” has the meaning set out in Data Protection Legislation

“Dedicated Schools Grant” (DSG) is a ring fenced specific grant paid to local authorities to meet the cost of the Schools Budget as defined in the School and Early Years Finance (England) Regulations. It is paid in four separate Blocks of Funding:

- 1) Schools Block - this meets the cost of individual mainstream maintained schools and academies. It also provides funding for local authorities to commission additional mainstream school places.
- 2) High Needs Block – this funds education services for children with SEND, excluded pupils and specialist SEND support services
- 3) Early Years Block – this meets the cost of the Free Entitlement to early Education and its delivery
- 4) Central Services Block – this meets the costs of some local authority statutory services and other services provided to all schools

“Eligible Pupils” means a pupil resident in Leicestershire with Social Emotional and Mental Health (SEMH) needs and/or Communication and Interaction Needs (C&I) and/or an Education, Health and Care Plan (EHCP) as outlined within the service specification Part C and as defined by the SEND Code of Practice 2015 pages 97-99 (see: <https://www.gov.uk/government/publications/send-code-of-practice-0-to-25>), or at risk of permanent exclusion, or a permanently excluded pupil. This also includes pupils with challenging behaviour, which is defined as follows: behaviour can be described as challenging where it would be unlikely to be responsive to the usual range of interventions to help prevent and address pupil misbehaviour or it is of such severity, frequency, or duration that it is beyond the normal range that schools can tolerate. We would expect this behaviour to significantly interfere with the pupil’s/other pupils’ education or jeopardise the right of staff and pupils to a safe and orderly environment.”

“Fair Access Protocol” means an agreement that sets out local arrangements and criteria for managing in year admissions of vulnerable children to schools; in accordance with School Admission Code

“Funding Allocation” means the funding that covers the agreed cost of the Services, as specified in the Funding Agreement (Part E) and Revised Funding Allocation means the Funding Allocation as it may be varied in accordance with Clause E1.1.

“Good Industry Practice” means the exercise of a high degree of skill, diligence, prudence and foresight that would reasonably be expected from a highly skilled and experienced party or individual engaged in the same type if undertaking as the Supplier

“High Needs Block” refers to the funding block that provides local authorities with resource for placing funding and top-up funding for institutions, and funding for high needs services delivered directly by the authority or under a separate funding agreement with institutions (including funding devolved to institutions), as permitted by regulations.

“Lead Professional” means the person who acts as the lead professional in each SEIP, usually known as the Partnership Co-ordinator

“Lead Strategic Officer” means an officer from the Council (specifically the Children and Family Services Department) who oversees the relationship between the Council and the SEIPs.

“Lead School/Academy” means the school or academy that has agreed to act as the lead school/academy on behalf of its self and the member of schools of the SEIP. The lead school holds the funding for the SEIPs as passported from the Local Authority.

“LEBC” refers to the Leicester Education Business Company which was set up by a consortia of businesses and education authorities to provide support for work experience placements. The role of the LEBC has grown to include the checking and quality assurance of ‘Alternative Providers’.

“Local Accountability Board” refers to each Partnership’s arrangements to secure the partnership’s accountability to school leaders in all member schools

“Local Authority” refers to Leicestershire County Council.

“Maintained School” or “School” has the definition given to it in Section 2 of Education Act 1996 and means a school that is maintained by a local authority.

“Name of SEIP and abbreviation (XXX)” is the SEIP relevant to this agreement and as set out in Schedule F.

“Personal Data” has the meaning set out under the Data Protection Legislation

“Programme Management” means the provision that the SEIPs 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 with an Alternative Provider.

“SEIPs” or “Partnership” means a Secondary Education and Inclusion Partnership. There are five SEIPs in Leicestershire which are set out at Schedule F

“SEIPS Governing Board” (SGB) means a group made up of the Chairs of the SEIPs, representatives of the Council and others as set out in this agreement (Part C). The SEIPS Governing Board will meet three times a year, convened by the Lead Officer working to ensure accountability of the SEIPs.

“SEMH” refers to Social, Emotional and Mental Health needs.

“Services” means the services specified in Clause A3.1 and more particularly described in Part C of this Agreement.

“Service Specification” means the specification for the Services as set out in Part C.

“Special School” has the definition given to it in Section 31 of the School Standards and Framework Act 1988

“UK GDPR” : - Regulation (EU) 2016/679 of the European Parliament and the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of England and Wales, Scotland and Northern Ireland by Virtue of Section 3 of the European (Withdrawal) Act of 2018.

A4 DURATION

A4.1 This Agreement starts on 1st September 2021 and shall automatically end on 31st August 2023 unless terminated earlier in accordance with Clause B14 or extended in accordance with Clause A4.2 and Clause A4.3.

A4.2 This Agreement may be extended by agreement of both of the parties up to a maximum of 24 months.

A4.3 The Council can amend this Agreement provided that it gives 12 months notice.

A5 THE SERVICES

A5.1 The Services comprise of educational provision made for statutory school age pupils resident in Leicestershire with SEMH / C&I and an EHCP (known as

“Eligible Pupils”) with the aim of enabling such pupils, where reasonably practicable, to fully participate in school life as set out in Part C (Service Specification) and Part E (School/Academy Service Statement).

A6 PAYMENT ARRANGEMENTS

- A6.1 The Funding Allocation for the Services described in the Funding Agreement (Part E) are the costs the Council will pay for the Services, set out in Part E.
- A6.2 The Council will pay the Funding Allocation in the manner set out in Part E.
- A6.3 It is required that all funds allocated for the provision shall be used solely for that purpose. There can be no transfer of funds between the agreed provision and any other activities operated by the provider. For the avoidance of doubt the allocated funds shall not be used to subsidise the Lead School/Academy nor any of the member school’s budget.
- A6.4 Where an extension period is agreed in accordance with A4.2, the payment for the extension period will be agreed at that time.

A7 Counterparts

- A7.1 This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.
- A8 In the event of any conflict or inconsistency between the Conditions (Part A and B) and the Schedules, Part A and B Conditions shall prevail.

Signed by:.....

Signed by:.....

Name:.....

Name:

Position:

Position:

Authorised to sign for
and on behalf of the Council

Authorised to sign for
and on behalf of the Lead
School/Academy Trust and the SEIP

PART B

TERMS AND CONDITIONS

B.1 RESPONSIBILITIES OF THE LEAD SCHOOL/ ACADEMY

B1.1 Requirements and Legal Standards

B1.1.1 The Lead School/Academy and SEIP will comply with the relevant policies and procedures of the Council in the provision of the Services and with any relevant Act of Parliament, Regulations, Codes of Practice, Circulars or Guidance made under any Act of Parliament, and with generally accepted models of good practice. In particular, the School/Academy will:

- (i) comply with the Children's Act 2014; the SEND Code of Practice 2015; the Education Act 2006 in relation to the health, wellbeing and education of pupils and the School Admissions Code 2021
- (ii) have regard at all times to the welfare of children and vulnerable members of society;
- (iii) comply with the Council's policies relating to the protection of children and vulnerable members of society;
- (iv) have regard to and do all that is reasonable to prevent crime and disorder in the community;
- (v) comply with the Public Interest Disclosure Act 1998 and develop a whistle blowing policy for its staff to encourage them to report any incidents of malpractice within the Services;
- (vi) comply with the Health and Safety at Work Act 1974 and any other Acts Regulations or Orders pertaining to the health and safety of employees;
- (vii) comply with the Environmental Protection Act 1990 and the Water Resources Act 1991 and other environmental legislation.
- (viii) comply with the Equality Act 2010 and the Human Rights Act 1998
- (ix) comply with the Leicestershire County Council Supplier Code of Conduct (see: <https://www.leicestershire.gov.uk/about-the-council/council-spending/doing-business-with-the-council>)

B1.1.2 The Lead School/Academy and SEIP will allow access to the Council at any reasonable time to inspect documentation relating to the obligations in Clause B1.1.

B1.1.3 The Lead School/Academy will ensure that all staff and volunteers providing the Services are aware of the provisions of the Human Rights Act 1998 (as amended) and will take all reasonable steps and precautions to ensure that it does not infringe the human rights of any person (including Service Users) in the provision of the Services.

B1.2 Quality Management

B1.2.1 The Lead School/Academy will monitor the nature and quality of the Services education by keeping records of service provision which must be produced to the Council on request.

B1.2.2 The Lead School/Academy will ensure that the work of the SEIP is available for inspection by Ofsted as part of standard inspections made by Ofsted under Section 5 of the Education Act.

B1.3 Equality

B1.3.1 The Lead School/Academy (and SEIP) will adopt policies to comply with its statutory obligations under the Equality Act 2010 and all other equality legislation and accordingly will not treat one group of people less favourably than another because of their race; religion or belief; nationality, national or ethnic origin; gender, marital status, sexual orientation; age or any disability; in relation to decisions to recruit, train or promote employees or in the provision of the Services.

B1.4 Confidentiality/Data Protection/Access to Records/ Freedom of Information

Data Protection

B1.4.1 The Council and the Lead School/Academy acknowledge that each Party is individually a Data Controller in respect of any Personal Data processed by it and each agrees to comply with its obligations under Data Protection Legislation accordingly. Where applicable, the Parties shall also give full regard to the Caldicott Principles.

B1.4.2 Both Parties shall exchange Personal Data for the purposes of fulfilling their obligations under this Agreement and strictly in accordance with the terms of the Data Security Schedule (Part D).

B1.4.3 The Lead School/Academy shall and shall procure that any of its Staff and agents involved in the provision of the Agreement and any sub-contractor shall comply with their obligations under Data Protection Legislation and shall enter into appropriate arrangements with third parties.

B1.4.4 Upon the termination or expiry of the Agreement each Party shall ensure that all Personal Data held by it shall be up-to-date and accurate. Where it is necessary in order for the efficient transition of services to the other Party or to a third party to be achieved then the transferring Party shall, having first satisfied itself that such transfer is compliant with all laws, transfer current and required Personal Data to the other party or to the third party in a secure manner and shall take all reasonable steps, at its own cost, to provide the Personal Data in a usable and compatible format.

B1.4.5 Historical personal data shall be retained by the Lead School/Academy in accordance with legal retention requirements. Personal Data which

cannot be lawfully retained shall be securely deleted in accordance with Data Protection Legislation and Good Industry Practice

B1.4.6 For the avoidance of doubt, it is stated here that neither Party is a Data Processor on behalf of the other Party in furtherance of their obligations under this Agreement. In the event it is established at any time during this Agreement that Personal Data is to be processed by the Lead School/Academy under this Agreement on behalf of the Council then the Lead School/Academy shall:

- (i) immediately enter into a Data Processing Agreement with the Council on reasonable terms to be determined by the Council to ensure full compliance with Data Protection Legislation; and
- (ii) indemnify and keep the Council indemnified in full for any and all consequences (including a Personal Data breach) arising as a result of the School/Academy's failure to comply with any of its obligations under this clause B.1.4.

B1.4.7 Failure by the Lead School/Academy to enter into a Data Processing Agreement in accordance with clause B1.4.6(i) shall be deemed a material breach which shall entitle the Council to immediately terminate the Agreement without consequence or any liability under this Agreement;

B1.4.8 Any clause in this Agreement limiting the Lead School/Academy's liability in respect of any obligations, claims, losses, damages or otherwise under the Data Protection Legislation and/or this clause B1.4 shall not apply

B1.4.9 Each Party (the indemnifying Party) agrees to fully indemnify and keep indemnified and defend at its own expense the other Party against all costs, claims, damages or expenses incurred by the other Party or for which the other Party may become liable due to any failure by the indemnifying Party or its employees or agents or sub-contractors to comply with their obligations under this Clause B1.4.

B1.4.10 Data Protection Legislation is defined under section A3 of this Agreement. Other capitalised words in this section which are not defined elsewhere in this Agreement shall be defined in accordance with their definitions under Data Protection Legislation.

B1.4.11 The provision of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

B1.5 Confidentiality

B1.5.10 The Lead School/Academy will ensure that it maintains the integrity and confidentiality of all personal information held or known in respect of the Services but will disclose such information to the Council on request for the purpose of monitoring, evaluation, audit, inspection, crime prevention and prosecution, or the exercise of the Council's functions.

B1.5.11 The Lead School/Academy will provide information to the Council where it is required to be disclosed under the Local Safeguarding Children's Board (LSCB) procedures in respect of reporting suspicion, allegation or

evidence past or present relating to any person involved in any way with the provision of the Services.

B1.5.12 The Lead School/Academy may disclose only to such of its personnel as need to know it only such confidential information as that individual needs to know in order to provide the Services. The School/Academy shall at all times ensure that its personnel involved in providing the Services or who otherwise come across confidential information in the course of their duties are made aware of the nature of the confidential information and do not disclose it or otherwise breach the provisions of this Clause.

B1.5.13 The parties agree that information is not confidential if:

- (i) It is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of this Agreement; or
- (ii) The information came from a source not connected with this Agreement and that source is not under any obligation of confidence in respect of the information; or
- (iii) The information was known to the School/Academy before the date of this Agreement and the School/Academy was not under any obligation of confidence in respect of the information; or
- (iv) The parties agree in writing that it is not confidential.

B1.6 Freedom of Information

B1.6.1 The provisions of the Freedom of Information Act 2000 (FOIA) (as amended) may require a Party (the disclosing Party) to disclose information held by it in connection with this Agreement to anyone who makes a request for that information. In the event of receiving such a request for information the disclosing Party shall notify the other Party immediately and allow the other Party the opportunity to identify any information that the other Party considers exempt from disclosure; such as information which is commercially sensitive or wishes to remain confidential and specify to the disclosing Party the information in question stating why it is considered to be sensitive or confidential. In responding to a request for the specified information or where it is not clear to the disclosing Party if a claim for confidentiality applies the Council will, where it considers it necessary, use reasonable endeavours to consult the other Party and take into account the other Party's wishes in so far as those wishes are consistent with the disclosing Party's duties under the FOIA.

B1.6.2 Each Party agrees to assist the disclosing Party in complying with its duties under the FOIA and in particular will:

- (i) Respond to the disclosing Party within 3 working days where consulted on a request for information received by the disclosing Party in connection with this Agreement.

- (ii) Supply information which it holds in connection with this Agreement and which is within the scope of the request for information received by the disclosing Party within 10 working days of being notified by the disclosing Party of the request.

B1.6.3 The provisions of this clause B1.6 shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

B1.7 Conflicts of Interest

B1.7.1 The Lead School/Academy shall take appropriate steps to ensure that neither the Lead School/Academy nor any of its employees agents, suppliers or representatives is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Lead School/Academy or such person and the duties owed to the Council under the provision of this Agreement. The Lead School/Academy and any of its employees, agents, suppliers or representatives will disclose to the Council full particulars of any such conflict of interest which may arise.

B1.7.2 The provision of this Clause B1.7 shall apply during the continuance of this Agreement.

B1.8 Indemnity and Insurance

B1.8.1 The Lead School/Academy shall be liable for and shall indemnify the Council against any expense, liability, loss, claim, or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whatsoever, arising out of or in the course of or caused by the provision of the Services or a breach of this Agreement, unless due to any act or neglect of the Council, its employees or agents.

B1.8.2 The Lead School/Academy shall be liable for and shall indemnify the Council against any expense, liability, loss, claim or proceedings in respect of any loss of or damage whatsoever to any property real or personal (including property belonging to the Council) arising out of the provision of the Services or arising out of a breach of this Agreement, where the same is due to the neglect, default or omission of the School/Academy, its employees or agents.

B1.8.3 In addition to the above indemnities and any insurance cover required by law, the Lead School/Academy shall maintain insurance cover in respect of the Services as follows:

- (i) Public/Third Party Liability Insurance of no less than £10 million (ten million pounds) in value for any one occurrence.
- (ii) Employers Liability Insurance of no less than £10 million (ten million pounds) in value in respect of any single claim or series of claims made in respect of any incident.
- (iii) Professional indemnity Insurance of no less than £5 million (Five million pounds) in value where the Services include the provision of advice to Service Users including advice regarding employment prospects, welfare

benefits and money management.

The Lead School/Academy will undertake a risk assessment with its insurance advisor to establish if cover in excess of the above is needed and arrange for the necessary cover following such advice.

- B1.8.4 The Lead School/Academy will supply to the Council forthwith and upon each renewal date of any relevant policy a certificate from its insurers or brokers confirming that the School/Academy's insurance policies comply with this Clause B1.6 and the School/Academy will supply to the Council on request copies of all insurance policies, cover notes, premium receipts, advice and other documents necessary to establish compliance with this clause C1.8.

B1.9 Personnel Management

In this Clause B1.9:

“Regulated Activity Provider” has the meaning given to it in section 6 of the Safeguarding Vulnerable Adults Act 2006;

“Regulated Activity/Activities” in relation to children has the meaning given to it in Part 1 of Schedule 4 to the Safeguarding Vulnerable Adults Act 2006;

“Regulated Activity/Activities” in relation to vulnerable adults has the meaning given to it in Part 2 of Schedule 4 to the Safeguarding Vulnerable Adults Act 2006;

- B1.9.1 The Lead School/Academy will operate policies on personnel matters for both staff and volunteers. These should include appropriate arrangements for recruitment, checks for suitability, levels of qualification and/or experience for specific posts, training and development, and supervisory, disciplinary and grievance procedures, having regard to the nature of the Services, copies of which must be provided to the Council on request.
- B1.9.2 The Lead School/Academy acknowledges and agrees that it is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activities provided under this Agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- B.1.9.3 The Lead School/Academy will undertake checks with the Disclosure and Barring Service for the purpose of checking at an enhanced level of disclosure for the existence of any criminal convictions or other relevant information subject to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) in respect of all staff and volunteers who carry out Regulated Activities including checks of the Children's Barred List relating to the protection of children and the Adults Barred List relating to the protection of vulnerable adults.
- B1.9.4 The Lead School/Academy will ensure that the level and validity of all enhanced criminal record checks including checks of the Children's

Barred Lists and Adults Barred Lists are monitored throughout the duration of this Agreement.

- B1.9.5 The Lead School/Academy (and the SEIP) will not employ any person or continue to employ any person to provide the Services who appears unsuitable as a result of information received from the checks and will notify the Council immediately of any decision to employ such a person in any role connected with this Agreement or any other agreement or arrangement with the Council.
- B1.9.6 The Lead School/Academy warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Academy in the provision of the Services is barred from the activity in accordance with the Safeguarding of Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- B1.9.7 The Lead School/Academy will provide all information requested by the Council for the purposes of ensuring the Schools/Academy's compliance with Clause B1.9.
- B1.9.8 The Lead School/Academy must:
- Ensure all staff /volunteers are aware of the possibility of abuse, the possible signs and symptoms of abuse and know their responsibilities to respond to and report allegations of abuse.
 - Include Safeguarding Children in induction and training at a level appropriate to staff members' roles in the protection process.
 - Ensure that staff /volunteers know the requirements to make accurate, factual records at the time of concern and to date and sign all written records/entries.
- B1.9.9 The Lead School/Academy shall maintain and keep maintained a list of the personnel that it may deploy in the provision of the Services. While the Council acknowledges that the School/Academy is best placed to select the personnel to carry out the Services, it reserves the right to stipulate which personnel may or may not be deployed by the School/Academy to carry out the Services.

B2 RESPONSIBILITIES OF THE COUNCIL

B2.1 Officers of the Council

- B2.1.1 With regards to the Services under this Agreement the Council will appoint a named Officer to act as first point of contact between the Council and the Lead School/Academy, to monitor the operation of services and placement of pupils.

B3 REVIEW AND AUDIT BY THE AUTHORITY

- B3.1 The Council will be entitled to conduct reviews from time to time of how the arrangements under this Agreement are operating and the Lead Academy/School (and SEIP) agree to co-operate with the Council in relation to any such reviews and to provide such information as reasonably requested by the Council for this purpose.
- B3.2 The Council may also from time to time undertake an audit of expenditure against the Funding Allocation. The Lead School/Academy agrees and SEIP agrees to co-operate with any requirements of the Council's internal and external auditors in this respect and to provide such information as requested by the Authority's auditors for this purpose. The Council's Chief Financial Officer may request any information necessary to ensure that the Council's statutory obligations in the management of public expenditure are fulfilled.
- B3.3 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 (as set out in Part C). The Lead Academy/School (and SEIP) agrees that the Authority may share information with other Secondary Education and Inclusion Partnerships or publish information of relevance as it sees fit.

B4 ALLOCATION OF FUNDING TO THE SEIP BY THE AUTHORITY

- B4.1 The Funding Allocation for the delivery of the (SEIPs) is within the High Needs Block of the Dedicated Schools Grant (DSG) provided to the Local Authority by the Department for Education (DfE). Its use is set out within the Schools and Early Years Finance (England) Regulations and the High Needs Block Operational Guidance laid annually by the DfE. This funding should wholly be used 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.
- B4.1.1. The Local Authority will agree the agree the formula for determining the Funding Allocation annually with the SEIPs and Lead Academy/School. The Funding Allocation will be based on the data provided by the Department for Education used for school formula budgets.
- B4.1.2 The formula uses two factors to drive funding: Free School Meals 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 Council's financial year (1st April to 31st March). Any changes required to the formula will be agreed with the SEIP's or otherwise reviewed annually.
- B4.1.3 The Funding Allocation is devolved to the SEIP's as such it may only be used to support the activity of the partnership and remains under the ownership of the Council until spent on these purposes. This shall be in accordance with Part E)
- B4.1.4 The Funding Allocation will be made to the Lead School/Academy on a termly basis with payments made in the first week of the academic term.

- B4.1.5 At the beginning of each Local Authority financial year the Council will notify the SEIP of the Funding Allocation for the subsequent year.
- B4.1.6 The use of the devolved funding to the SEIPs total funding will be reviewed on an annual basis. This will form part of the financial reporting required to be shared by the SEIPs with the Council and which will be reviewed annually at the SEIP Board and sufficient to inform the annual Council Chief Finance Officer declaration to the DfE.
- B4.1.7 The Council reserves the right to remove the Funding Allocation or part of it from a SEIP and/or Lead Academy/School, following a discussion with the SEIP, if in the Councils opinion the agreed outcomes are not met or funding is not used for the purpose of the delivery of this agreement. The Lead School/Academy and SEIP (and its constituent members) shall provide regular information to the Council in order demonstrate how this funding is being managed and spent (as set out in B16A.1). Therefore where there is a breach of these clauses B4 and B5 (or any part there of) the Lead Academy and the SEIP acknowledge and agree that the Council may require that the SEIP and/or the Lead School/Academy and/or the relevant Member School/Academy make any necessary repayment of the Funding Allocation plus interest without delay to the Council or the Council may refrain from making further payments under the contract and/or may immediately terminate the contract without consequence.
- B4.1.8 The SEIP may hold prudent balances but no more than 5% of the Funding Allocation 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. Carry forwards above 5% will be considered at the SEIP Governing Board in the Autumn Term of each year, using the regulatory framework for the use of Dedicated Schools Grant. Individual Partnerships exceeding 5% will have the opportunity to justify the retention of the surplus in the light of any unexpected change in demand or unforeseen circumstances. Retention will only be permitted following discussion and agreement at the SGB. The SGB will be expected to consider:
- Whether any of the remaining surpluses are owed to schools /academies where partnership costs have been lower than pupil funding transferred from schools, or where other funding such as subscriptions has not been used as planned.
 - how any remaining surpluses may be used to improve the quality of provision and outcomes for this group of learners and to re-allocate funds accordingly.
 - how any surpluses might be used to support individual partnerships who have faced exceptional levels of demand from students in need of programme management.

B5 USE OF FUNDING ALLOCATION BY THE SEIP

- B5.1 The use of the Funding Allocation is governed by the Schools and Early Years Finance (England) Regulations and the High Needs Operational Guidance laid annually by the Department for Education (DfE). The SEIPs 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. Local Authority funds may only be spent on direct costs of the SEIPs in delivering the Service and cannot be used to fund costs that schools would otherwise incur or would have to meet if the partnership did not exist and be spent on. This includes:

- Staff Salaries for staff delivering SEIP activities to schools for the provision of leadership and advice services provided by school staff (i.e. Chair role or similar) where additional costs are incurred
- to schools for the provision of admin and IT support
- to others for the provision of advice, consultancy and support
- occupation/premises
- admin, staff travel
- training costs
- commissioning of alternative placements from outside organisations
- transport costs for students
- payments made to schools for additional in-school support to identified students that have been agreed as part of a strategy of strengthening the capacity of schools.

- B5.2 Income for the SEIPs is broadly defined as:
- Main Grant funding from LA
 - Secondary Grants from the LA or other external organisations
 - SEND Funding for individual students related to EHCPs or to “Top Up Funding”
 - Transfer of pupil funding from schools for Partnership support of students
 - Donations and subscriptions from Partnership schools (member schools may consider annually a subscription to their local SEIP based on numbers on roll as a supplement to the Funding Allocation).
 - Other
- B5.3 A break-down of all income will be expected as part of financial reporting to the Local Authority) and which will be reviewed annual at the SEIP Governance Board (as set out in Part C).
- B5.4 The Funding Allocation from the Local Authority cannot be used to meet redundancy costs which are defined ineligible spend under the finance regulations, in the event of redundancy costs being necessary the SEIPs will be expected to evidence how these are to be funded from non-Local Authority funding within the partnership(s). Any funding clawed back from the Local Authority by the DfE for failure to comply with the regulations will be recovered from the Funding Allocation.
- B5.5 There is an expectation that Partnerships, when meeting the educational needs of students, will ensure that schools transfer the pro-rata average per pupil funding to their Partnership as set out annually by the Local Authority and pupil premium where relevant.
- B5.6 Partnerships will ensure that any additional funds attached to a pupil arising from the issuing of an EHCP or as a “Top Up” for a SEND Support Plan are transferred alongside other pupil funding. Partnerships will

ensure that they account for the use of this funding as part of the process of review.

- B5.7 The SEIPs may only allocate Council funding to schools following a decision taken as part of the partnership's process for referrals for the following purposes:
- for specific packages of support for individual students
 - for packages of support for targeted groups of students.
 - to enable individual staff members or groups of staff to undergo training related to developing effectiveness of support for vulnerable students
- B5.8 The Lead School/Academy may not pass any of the allocated funding to an individual SEIP member school for purposes other than work to achieve SEIP outcomes. In respect of this the SEIPs should ensure that they:
- Keep clear records of decisions about grants to schools
 - Undertake reviews of the impact of such spending including ensuring that schools are using funding for the defined purposes.
- B5.9 Schools receiving these funds should ensure that they keep sufficient records to ensure that it can be demonstrated that funding has been used to support pupils whose provision is provided through the partnership and make records available to the Local Authority's Chief Finance Officer, internal and external auditors if required.
- B5.10 Subject to any decision of the Authority under Clause B4.1.8 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.

B6 CHARGING POLICY

- B6.1 Following a direction to reconsider by an independent review panel, unless within ten school days of receiving notice of the panel's decision, the governing board decides to reinstate the pupil an adjustment may be made to the school's budget in the sum of £4,000 if the panel has ordered this (Section 51A of the Education Act 2002)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
- B6.2 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

- B6.3 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.
- B6.4 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.
- B6.5 In the event of a member 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.

B6A FINANCIAL AND PERFORMANCE MONITORING AND REPORTING REQUIREMENTS

- B6A.1 The SEIP (and Lead Academy) 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 School year. The format of the budget plan will be as agreed by the SEIP Board and subsequently submitted to that group and the Authority. The SEIP will provide to the SEIP GB termly finance reports to provide an overview of how funding has been used. The reports will detail income and expenditure in line with B4.1.6 and B4.1.7).
- B6A.2 The SEIP Governance Board will aim to evaluate the expenditure of each partnerships against the partnership's planned outcomes and budget plans. Where possible it will benchmark partnership expenditure against other SEIPs and any other suitable national financial data.
- B6A.3 In order to ensure best value is achieved the SEIP Governance Board may ask Partnerships to provide case audits of expenditure on individual students.
- B6A.4 The SEIP (and the Lead Academy) 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 B4.1.6 and B4.1.7. 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.
- BA6.5. The SEIP (and the Lead Academy) will ensure that a range of documentary evidence to support the expenditure is available for inspection and/or audit by the Council (including accounting records of the SEIP, minutes of meetings, details of preventative intervention or provision required, invoices, receipts and statements from / correspondence with providers).

- BA6.6 In addition to termly financial reports the SEIP (and the Lead Academy) will produce by 31st October each year an Annual Expenditure Report showing expenditure against the funding allocation for the previous academic year. A copy of this report will be sent to the Council and this report may be used to inform financial reports to relevant parties and provide evidence of eligible expenditure to inform the Local Authority's Annual Assurance Statement to the Department for Education. The format of the report will be set out by the Council and agreed by the SEIP Governance Board. The Council may ask for additional information during the Spring Term of each year to assist in preparing its own end of financial year reports.
- BA7.7 Whilst the Lead School may account for SEIP transactions through its General Annual Grant or delegated budget, 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. Any balance retained at year end must be recognised as belonging to the Authority within the Annual Statement of Accounts or Consistent Financial Reporting Return.
- BA7.8 The Lead School, acting on behalf of the SEIP, is responsible for ensuring that HMRC VAT regulations concerning the taxation of employment and any requirements of any other Government agency are fully adhered to, and for seeking professional advice in these areas if further clarification is needed. Any costs arising from failure to follow financial regulations may not be met from the SEIP funding allocation.

B7 CROSS BORDER ARRANGEMENTS

- B7.1 Pupils attending Leicestershire schools and who are resident elsewhere must be managed in accordance with the usual recoupment process'.
- B7.2 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 'home' local authority in which the pupil is usually resident.
- B7.3 The SEIPS have an agreement with Leicester City Partnership School and City Schools that sets out the procedure to be followed for City of Leicester address pupils who need additional support as a result of being at risk of exclusion. The procedure is designed to ensure that such pupils' needs are met and that the use of each SEIP's High Needs funds is restricted.

B8 ARRANGEMENTS WITH ALTERNATIVE PROVIDERS

- B8.1 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.

- B8.2 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.
- B8.3 The SEIP must keep a record of the start and finish dates of every pupil accessing alternative provision.
- B8.4 For each pupil accessing alternative provision an individual learning plan, including outcomes, must be agreed by the SEIP and the provider.
- B8.5 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.
- B8.6 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.
- B8.9 The Council 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.
- B8.10 The SEIP is responsible for ensuring that there is an effective framework and process for quality assurance of Alternative Provision and that assurance processes are timely and effective. The Partnership should facilitate the involvement of member schools in the process of QA. The process should ensure that the provider:
- a) Has effective safeguarding, health and safety, insurances
 - b) Delivers quality pastoral care to enable pupils to thrive and personally progress
 - c) Delivers quality provision of teaching and learning activities that enable pupils to progress
 - d) Has the capacity to sustain its provision into the future
- B8.11 It is the responsibility of the Lead School/Academny for the SEIP to contracting be responsible for monitoring the quality of alternative education provision as it impacts on individual learners. Each Partnership will have arrangements to ensure that learners are monitored and supported by the partnership whilst in alternative education provision. There is an expectation that member schools will actively participate in this monitoring. 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. The SEIPs will report back to the SEIPS Governing Board

about the effectiveness of the quality assurance processes they are using.

- B8.12 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.

B9 LEGISLATIVE CHANGES / ACADEMIES

- B9.1 Without prejudice to the Authority's rights under Clause B14 (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.

B10 RELATIONSHIP BETWEEN THE PARTIES

- B10.1 There will be an appropriate exchange of information necessary to achieve the outcomes of the Services and to deal with matters relevant to the Agreement.
- B10.2 Any amendment, alteration, postponement or cancellation of the Services will be notified in writing to the other party immediately.
- B10.3 The terms of this Agreement may be amended by mutual consent.
- B10.4 The Contracts (Rights of Third Parties) Act 1999 (as amended) shall not apply to this Agreement.
- B10.5 Neither the Academy nor its employees will in any circumstances hold itself or themselves out as being the servant or agent of the Council.
- B10.6 The School/Academy shall not assign or sub-contract the whole or any part of this Agreement without the prior written consent of the Authority. Where consent to sub-contract is given, the School/Academy shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- B10.7 From time to time one party may choose not to enforce a part of this Agreement, but this will not constitute a waiver of that party's right to require full performance of the Agreement in future.

B11 VARIATIONS

- B11.1 Any changes to the Agreement must be agreed by both parties in writing and must expressly cover the date of implementation of any agreed variation.
- B11.2 The timescales for such variations must be agreed by the parties with a presumption in relation to variations being implemented at the beginning of a term following the variation being agreed.

B11.3 Where in the reasonable opinion of both parties, the variation proposed represents a major change in the operation of the Service, the implementation of that variation (if agreed) will occur at the beginning of an academic year and the party responsible for proposing the variation will be responsible for any additional costs arising as a result save where such costs might otherwise be funded by the Council/ Education and Skills Funding Agency or any successor body, subject to notice periods as specified elsewhere in this agreement.

B12 DISPUTES BETWEEN THE PARTIES

B12.1 If any disagreement arises concerning the interpretation of this Agreement and the operation of the Service it shall be referred in the first instance to Chair of the partnership and an appropriate officer of the Council Service for SEND.

B12.2 If any disagreement arises between the parties on any matter concerning this Agreement, which does not appear to constitute a breach of the Agreement and cannot be resolved through routine liaison or review, then either party may submit a formal statement in writing to the other setting out the details of the disagreement and any action requested to resolve it.

B12.3 A formal statement shall be deemed to be submitted on the date it is served upon the Council's Director of Children and Family Services or the Chair of Governors of the School/Chief Executive/Chair of the Trustees Committee of the Academy.

B12.4 If the dispute is not resolved to the satisfaction of either of the parties then it shall be referred to a mutually agreed independent third party. Where such a referral is made then the parties shall bear the reasonable costs of the third party equally and shall be responsible for their own reasonably incurred costs in connection with the referral to the third party.

B12.5 If the cause of the disagreement is not resolved to the satisfaction of the party submitting it within 3 months from the date of submission of the formal statement, either party may initiate the termination procedure.

B13 COMPLAINTS

B13.1 Each Partnership will have a Complaints Policy that as far as is possible links with those in place in its partner schools. The Policy should have:

- the features set out in DFE guidance for schools
- a protocol for linking in with local schools. This reflects the fact that Partnership students remain on roll at their partnership school.
- a mechanism for informing the Local Authority Officer with operational responsibility for the SEIPS where a complaint focuses on aspects of the structure and organisation of the partnership and the framework within which it operates.

- B13.2 If the outcome of the complaint indicates that the SEIP has had an operational failure the findings should be shared by the Chair with the local accountability board.
- B13.3 If the outcome of the complaint indicates that an aspect of the framework under which the SEIP operates is at fault the findings should be shared by the Chair with other SEIPS and the LA at the next Chairs Meeting.
- B13.4 Where a SEIP or school judges on first receipt that a complaint is substantially about the partnership framework it will contact the LA Officer so that consideration can be given to dealing with the complaint under the LA's complaints procedure.
- B13.5 If the Local Authority receives a complaint about a SEIP it will contact the local Chair. A decision will be made with the Chair as to whether the complaint should be dealt with by the SEIP or the LA.

Complaints from Schools

- B13.6 Each Partnership has its own arrangements for its local governance. These arrangements set out how the Partnership is accountable to its member schools and how the process of accountability operates.
- B13.7 Where a school has a concern about any aspect of the offer and its implementation by the partnership that cannot be resolved by discussion with partnership staff it should raise the matter with the Chair and the local accountability board.
- B13.8 Where a school has a concern that has not been resolved locally it may ask the Chair of the Partnership to bring the matter to the attention of the SEIPS Governing Board. If the issue concerns the role of the Chair the school may draw the matter to the attention of the Local Authority Strategic Lead Officer who will report it to the Board.

B14 TERMINATION

- B14.1 In the event that either party is in breach of its obligations herein then the party not in breach may either:
 - B4.1.1 if the breach is capable of remedy, serve a notice to remedy the breach upon the terms and within the times stipulated in the Notice (provided that such terms and times are reasonable having regard to the nature and seriousness of the breach); or
 - B14.1.2 If the breach is a Fundamental Breach (as set out in Clause B14.2) or is incapable of remedy, terminate the Agreement with immediate effect upon service of a Notice of Termination
- B14.2 The following obligations are conditions of this Agreement and any breach of them shall be deemed a Fundamental Breach, for which the Council shall be entitled to terminate this Agreement immediately:
 - B14.2.1 Failure to comply with a notice to remedy a breach; or

- B14.2.2 If the Council has served more than two notices to remedy a breach within a rolling period of one year, whether or not the School/Academy has complied with the terms of the notices to remedy a breach or where the School/Academy has failed to remedy a breach within the timescales defined within any notice served by the Council.
- B14.2.3 Where the Lead School/Academy or any representative of the School/Academy acts in breach of sub-Clauses B1.4 (Data Protection), and those under B1.9(Safeguarding).
- B14.2.4 Where the Lead School/Academy has become unable to pay its debts as they fall due or where any person has levied any distress or execution against the Lead School/Academy's goods or where it has made any composition or arrangement with its creditors or, if a company, where the Academy has become insolvent or has had a receiver, administrator, administrative receiver or liquidator appointed to it in respect of any significant asset belonging to it or has had an order of the court made for its winding up or has gone into liquidation (other than a members' voluntary liquidation).
- B14.2.5 If the Lead School/Academy, its servants or agents, with or without its knowledge, has:
- (i) offered, given or agreed to give any member or officer of the Council any gift or consideration of any kind: as an inducement or reward for doing or not doing anything in relation to the obtaining or carrying out of this Agreement or any other contract with the Council, or for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council; or
 - (ii) committed any offence under the Bribery Act 2010 or given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972 (as amended), or
 - (iii) accepted any gift or reward from a Service User or other person connected with this Agreement (other than a token gift or reward) without first obtaining the consent of the Council.
- B14.2.5 Where the Lead School/Academy has done or omitted to do any action which has had an effect on the health safety and well-being of a pupil or pupils such as to place them or any other individual at immediate or prolonged risk of harm and no acceptable actions or remedy have been agreed with the Council within the timeframes set by the Council.
- B14.3 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.
- B14.4 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.

- B14.5 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.
- B14.6 In the event that the Authority has made a determination in relation to E3 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.
- B14.7 Notwithstanding the above, this Agreement may be terminated by either party by notice in writing to the other party to expire not less than 12 months from the date of the Notice and terminating at the end of an academic year.
- B14.8 Any Notice to be served on either of the parties by the other will be sent by recorded delivery or special delivery (or delivered by hand and a receipt obtained) to the addresses in Part A

B15 CONSEQUENCES OF TERMINATION

- B15.1 Subject to Clause B14 where notice to terminate this Agreement is served by the Council pursuant to Clause B14.7, then the Council shall, unless agreed otherwise by both parties at the time of termination, be responsible for all reasonable costs pertaining to ending the provision of the Service to include, but not limited to, any staff redundancies and/or redeployment.
- B15.2 Where notice to terminate this Agreement is served by the School/Academy then the Lead School/Academy shall, unless agreed otherwise by both parties at the time of termination, be responsible for all costs pertaining to ending the provision of the Service to include, but not limited to, any staff redundancies and/or redeployment.
- B15.3 **not used**
- B15.4 Where the Agreement terminates due, in whole or in part, to a breach by the Lead School/Academy of this Agreement, the Council shall not be responsible for any costs of termination including those relating to staff redundancies and/or redeployment under clauses in B16 such costs shall be met in these circumstances by the Lead School/Academy.
- B15.5 Where the provision of the Service is ended then the parties shall comply with all statutory obligations relating to the ending of the Service.
- B15.6 On termination of this Agreement, for whatever reason, the Lead School/Academy will provide the Council with copies of all records and data produced in connection with the Services during the term of the Agreement in such format as the Council shall reasonably require.

B15.7 Without prejudice to the provisions of Clause B15.2, the parties undertake to cooperate during any notice period given pursuant to Clause B15.2 to ensure a smooth transition of the Services to another provider and with regard to clauses within section B16

B16 TUPE

B16.1 In the event that the current partnership is dissolved it is agreed by the parties that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply to this agreement, and that employees may potentially transfer to the employment of a replacement provider.

B16.2 If this agreement terminates for any reason, the parties agree to work together in advance of the agreement ending to determine actions and liabilities in relation to TUPE transfers (as set out in Clauses B16.3 to B16.6).

B16.3 Employment Exit Provisions

B16.3.1 If the Council intends to transfer the provision of the Services (or any part of them) to a third party or back in house, the Lead School/Academy shall (or shall ensure that any Sub-Lead School/Academy) shall within 21 days of a request from the Council provide to the Council or any replacement for the Lead School/Academy ('the Replacement Lead School/Academy') such information in connection with persons employed by the Lead School/Academy and/or any Sub-Lead School/Academy's in the provision of the Services as the Council may reasonably require to consider TUPE Such information may be made available to potential bidders who may wish to make a bid or otherwise on subsequent re-tendering of the Services (or part of the Services). Such information shall be accurate and shall be provided in writing by the Lead School/Academy and any Sub-Lead School/Academy in compliance with the requirements of condition B16.3.2.

B16.3.2 If requested by the Council to provide information pursuant to B16.3.1, the following procedure shall apply (subject to compliance with Data Protection Legislation (as amended)):

B16.3.2.1 The Lead School/Academy agrees and shall ensure that any Sub-Lead School/Academy agree that within 21 days of the earliest of:

a) receipt of a notification from the Council of any intended transfer of the Services (or part of the Services); or

b) receipt of the giving of notice of early termination of this Contract or any part thereof; or

c) the date of any notice given under Condition B.14 and, in any event, on receipt of a written request of the Council at any time, the Lead School/Academy shall and shall ensure that any Sub-Lead School/Academy shall provide the Council with such information in relation to its/their staff as the Council shall reasonably request ("the Provisional Staff List").

- B16.3.2.2 At least 28 days prior to any transfer of the Services (or part of the Services) the Lead School/Academy shall or shall ensure that any Sub-Lead School/Academy shall prepare and provide to the Council and/or, at the direction of the Council, to any Replacement Lead School/Academy, an update of the Provisional Staff List (the "Final Staff List"), which shall be complete and accurate in all material respects. The Final Staff List shall identify which of the Lead School/Academy's and any Sub-Lead School/Academy's employees will transfer to the Replacement Lead School/Academy or the Council due to the transfer of the Services (or part of the Services) (the "Transferring Employees");
- B16.3.2.3 The Council shall be permitted to use and disclose the Provisional Staff List or the Final Staff List to any other prospective Replacement Lead School/Academy during the bidding process for any services which are substantially the same type of services (or any part thereof) as the Services; and
- B16.3.2.4 Upon reasonable request by the Council, the Lead School/Academy shall or shall ensure that any Sub-Lead School/Academy shall provide the Council or at the request of the Council, the Replacement Lead School/Academy, with access to such employment records as the Council reasonably requests.
- B16.4 The Lead School/Academy warrants and shall ensure that any Sub-contractor warrants that the Provisional Staff List, the Final Staff List and any information given concerning the Transferring Employees will be true and accurate in all material respects.
- B16.5 Once the Lead School/Academy has been given notice by the Council that this agreement is to be terminated, the Lead School/Academy agrees and shall ensure that any Sub-Lead School/Academy agrees that it/they shall not without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed):
- B16.5.1 increase the total number of employees carrying out the Services save to the extent necessary for fulfilling assignments and projects previously agreed with the Council;
- B16.5.2 make, propose or permit any changes to the terms and conditions of employment of any employees listed carrying out the Services;
- B16.5.3 increase the proportion of working time spent on the Services (or the relevant part) by any of the Lead School/Academy's employees and/or any Sub-Lead School/Academy's employees save to the extent necessary for fulfilling assignments and projects previously scheduled and agreed with the Council; and
- B16.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees carrying out the Services.
- B16.6 The Lead School/Academy shall indemnify the Council and any Replacement Lead School/Academy in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Council or any Replacement Lead School/Academy including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

- B16.6.1 any act or omission by the Lead School/Academy and any Sub-contractors on or before the date on which the transfer of the Services takes place to a Replacement Lead School/Academy or the Council (the "Service Transfer Date") or any other matter, event or circumstance occurring before the Service Transfer Date;
- B16.6.2 all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the Service Transfer Date;
- B16.6.3 any claim made by or in respect of any person employed or formerly employed by the Lead School/Academy and any Sub-contractors other than a Transferring Employee for which it is alleged the Council or any Replacement Lead School/Academy may be liable by virtue of this Contract and/or TUPE; and
- B16.6.4 any act or omission of the Lead School/Academy and any Sub-contractors in relation to its obligations under Regulation 13 of TUPE, or in respect of an award of compensation under Regulation 15 of TUPE except to the extent that the liability arises from the Council or Replacement Lead School/Academy's failure to comply with Regulation 13 of the TUPE Regulations.
- B16.7 The Council shall indemnify the Lead School/Academy and any Sub-Lead School/Academy against all claims arising from the Council's or the Replacement Lead School/Academy's failure to perform and discharge any obligation and against any claims in respect of any Transferring Employees arising from or as a result of:
- B16.14.1 any act or omission by the Council or the Replacement Lead School/Academy relating to a Transferring Employee occurring on or after the Service Transfer Date; and
- B16.14.2 all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contribution and otherwise) accrued and payable after the Service Transfer Date.
- B16.15 The Parties shall co-operate to ensure that any requirement to inform and consult with the employees and/or employee representatives in relation to any relevant transfer under TUPE will be fulfilled.

B17 FORCE MAJEURE

- B17.1 Neither party shall be liable in respect of any breach of this Agreement due to any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, Act of God, flood, lightning or fire; pandemic; the act or omission of Government, highway authorities or other competent authority; war, military operations or riot.
- B17.2 A party affected by a Force Majeure Event shall inform the other party as soon as practicably possible of the circumstances involved and the likely

timeframe for resolution. Should the Force Majeure Event not be resolved within thirty (30) days of notification, the other party shall be entitled to terminate this Agreement by notice in writing.

B18 **WHOLE AGREEMENT**

B18.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

B19 **NO PARTNERSHIP OR AGENCY**

B19.1 Nothing in this Contract shall be deemed to constitute a partnership or a contract of employment between the Parties nor constitute any Party the agent of the other Party.

B20 **LEGISLATION**

B20.1 The Parties shall comply with all legislation, statutes, regulations, bye-laws or governmental directions and orders, and any statutory or professional guidance or codes of practice, in force from time to time relating to the Service.

B21 **APPLICABLE LAW**

B21.1 This Contract shall be governed, interpreted and enforced according to the law of England

PART C

SERVICE SPECIFICATION

C1 **Objectives**

C1.1 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 “the school anxious” and/or are at risk of exclusion from school by means of:

- a. Strengthening the capacity of individual schools within the partnership to meet the needs of those students and reduce the reliance on additional external support
- b. Build the capacity in the locality to collectively meet the needs of SEMH students including those at risk of exclusion
- c. Facilitate links between schools and the partnership and other agencies which may be needed to support individual students
- d. Provide education programmes for those students who, as a result of SEMH cannot sustain their places in mainstream school
- e. 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). Strengthen the capacity of schools in the locality to correctly identify need and to access appropriate provision.
- f. Ensuring the local operation of the county Fair Access Protocol in order to secure a school place for vulnerable children and young people seeking in year admission.

C2 **Partnership Offer**

C2.1 Each SEIP will offer provision designed to achieve the objectives set out in C1.1 above to include:

- a. Supporting the development of best practice in individual schools in this area of work through systems of advice and guidance, staff training and in school support.
- b. Facilitating schools in working together to create joint capacity to meet these needs (e.g. processes for managed moves, early intervention programmes etc.)
- c. Managing referral processes that aim to ensure that limited resources can be directed where the need is greatest and that ensure that thresholds for additional resources are consistently applied
- d. Supporting local schools in linking into multiagency working effectively particularly through the operation of effective Inclusion Forums

- e. 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
- f. Creating and operating locally based provision to meet the needs of students who cannot be educated in mainstream settings – ensuring that all students referred access full time provision and receive a curriculum that addresses their general and personal educational needs.
- g. Working within the legislative framework for the provision of education in settings other than schools to support and develop a range of alternative provision across the county that will complement local provision.
- h. Quality assuring those settings that the SEIP uses in line with current Ofsted and DFE guidance, working collectively to develop, implement and share with schools and colleges a quality assurance framework.
- i. Offering advice to schools to support their direct commissioning of provision from settings other than schools in the locality
- j. Operating local processes to ensure that the county Fair Access Protocol is implemented effectively
- k. Participating in five partnership arrangements to support children and young people returning to mainstream schools from specialist settings.
- l. Participating in five partnership arrangements to develop support for children and young people who exhibit low levels of engagement in education as a result of SEMH issues.
- m. Participating in five partnership arrangements to develop effective ways to report outcomes for individual students that build on best practice in localities and to report on these.

C3 *Operating Principles*

C3.1 Each SEIP will develop its own processes and operations deigned to implement the offer set out above in a way that is responsive to local needs and conditions. SEIPS will ensure that their local arrangements meet the following operating principles

- a. Each Partnership will secure local accountability by reporting on agreed performance indicators and expenditure to local secondary school leaders at least twice a year. (Local Accountability Boards)
- b. Each Partnership will agree on one school acting as the fund holder for the Partnership funds. The Fund Holding School will sign the Partnership Agreement with the LA on behalf of all local secondary schools.
- c. The Headteachers/Principals in each Partnership will appoint a strategic leader, known as the Chair of Partnership, who is a Principal,

Headteacher or senior staff member from a Partnership school. (Partnership are then free to delegate this role in part or in full but the Chair will take the lead in putting such arrangements in place and securing effective line management and accountability for the delegated role.) A description of the core role of the strategic leader is below at C12

d. Arrangements for, and agreed sums from Partnership funds paid to the fund holding school for the provision of services such as finance and hr advice will be agreed annually by the local secondary headteachers and reported to the LA through the Partnership Reporting Process

e. Arrangements for, and agreed sums from Partnership funds paid to the Chair's school, (to recompense the school for time spent on Partnership duties and /or for the remuneration of a Deputy) will be agreed annually with the local secondary headteachers and will be reported to the LA through the Partnership reporting process

f. Each Partnership will appoint a Professional Lead– generally known as the Co-ordinator. The salary of the Professional Lead will be reported to the LA through the Partnership Reporting Process and will be reviewed by the Chairs collectively to ensure that these remain in line with equivalent posts. The Professional Lead will have operational responsibility for the work of the Partnership in meeting the offer described in C2.1.

g. Each Partnership will be responsible for securing provision for any student who is permanently excluded from a secondary school in the partnership area, including schools who do not belong to the local partnership and private sector schools. Partnerships will adhere to the time frames set out in regulations.

h. In order to manage the allocation of partnership resources fairly, in line with agreed local and county thresholds and to operate the local Fair Access process each partnership will operate decision making processes that:

- Aim to ensure transparency and fairness in decision making
- Enable schools to work co-operatively and collectively in moderating thresholds and maintaining high standards of inclusive proactive
- Secure swift decision making to minimise the disruption to the education of individual children and young people.

a. Each Partnership will ensure that pupil funding is transferred from the school to the partnership when it takes on the role of provider of education for a learner. Partnerships will transfer pro rata the average pupil cost, pupil premium and additional SEND funding from the learner's school. (The average pupil cost is published annually by the LA in papers presented to the Funding Forum.) Partnerships may agree such other charges as they see fit.

i. Each Partnership will submit financial and outcome data as agreed by the SEIP Governing Board and in a timely manner. This is in order to provide robust evidence of performance to its local partnership schools and to the SEIP Governing Board

- j. Each Partnership will:
 - i) pay proper regard to relevant legislation, formal guidance, codes of practice, and national policies.
 - ii) Ensure access to financial records by the Authorities Commissioning team, internal and external auditors and the Authority's Chief Financial Officer as appropriate.
 - iii) Ensure that its aims and activities are consistent with, and complement, those of the Children and Family Services' priorities for Leicestershire.
 - iv) Respond to elected member, ombudsman, Ofsted, parent, voluntary sector complaints and requests for information either directly or through the Authority.

C4 *The role of the Fund Holding School*

C4.1 Introduction

Leicestershire County Council and Leicestershire secondary schools work in partnership to deliver a service for “at risk” children and young people who in past years and other areas would be in danger of permanent exclusion from schools. This partnership is based on some core principles:

- a) Permanent Exclusion and the processes surrounding it is usually a damaging experience for students, their families and schools.
- b) Provision that is put in place at an early stage, is creative and individualised and that brings in outside support for learners and their families helps schools to address need and avoid exclusion.
- c) Schools working together to share skills and experience and to pool some resources achieve better outcomes for vulnerable children and young people.
- d) Schools working collectively in local partnerships can tailor provision to meet local needs, avoiding some of the rigidities of practice that arise from centralised provision.
- e) The commitment to shared working goes hand in hand with sustaining a sense of shared responsibility for all learners in a locality. This underpins the strong drive for Inclusive practices in the county.

These principles have led to the collective agreement that High Needs Block funding in Leicestershire allocated for the provision of services to children and young people who are permanently excluded or at risk of permanent exclusion should be delegated to local partnerships of schools. The LA retains legal responsibility and accountability for this funding. By delegating funds to a named school or MAT the LA ensures that funding can be effectively and securely managed within an existing legal framework. At the same time it ensures that funding can be used flexibly within the terms of the Partnership agreement and under the control of the all schools in the locality. The decision to use this approach was reconfirmed as part of the 2021 Partnership Agreement.

C4.2 Key features of fund holding

C% **Leadership of the Partnership**

- C5.1 Usually the Chair of Partnership will be a senior leader at the Fund Holding School or MAT. (*This is not a requirement of the Partnership Agreement.*) The Agreement acknowledges that the school may need to be compensated for the time spent by the Chair on Partnership duties but requires that any arrangements of this kind are agreed by the partnership as a whole and reported to the LA.

C6 Processing of Expenditure

- C6.1 Each Partnership has its own administrative arrangements. Expenditure on student programmes and partnership overheads and charges back to schools are prepared by the partnerships but financial processing is carried out by the fund holding school. The Partnership Agreement envisages that Fund Holding Schools will set up costs centres appropriate for this.

C7 Employer of Partnership Staff

- C7.1 The Fund holding school acts as the employer of the Partnerships staff. Fund holding schools may therefore:
- a) Ensure that some Human Resources staff time is allocated from within the school to manage the Partnership's staffing contracts. (*The Partnership as a whole, guided by the Chair in consultation with all schools should make decisions about staffing structure, appointments, performance management but the Fund Holding School will need to know of these decisions.*)
 - b) Ensure that partnership staff are aware of and adhere to any procurement, performance management, GDPR, IT policies that the school follows or that the Partnerships own policies are compatible with those of the school. (*MB Partnerships are developing their own ICT infrastructure and may strengthen their capacity to manage finances in the future.*)
 - c) Need to manage the TUPE process for transfer of staff contracts from another school at the start of the period of fund holding and transfer out at the end.

C8 Redundancy costs

- C8.1 Because the Fund holding school holds the contracts for local partnership staff there have been concerns about issues of transfer of employment and redundancy. Leicestershire County Council's long-term commitment to sustaining provision in this area and its provision of advice for any TUPE arrangements are included in the formal Partnership Agreement in order to demonstrate to fund holding schools that the risks arising from this concern are minimal.

C9 Budget Deficits

- C9.1 A further risk that the fund holding school is exposed to is that of a Partnership overspend impacting on the school budget. A number of measures are designed to minimise this risk including:
- a) Partnership budgets and spending are scrutinised by the SEIPS Governing Board each term.
 - b) Partnerships are required to submit an annual budget to the SEIPS Governing Board

c) The Agreement now specifies that any carry forwards held by Partnerships will be scrutinised by the SEIPS Governing Board and that surplus funds may be considered as a means of assisting partnerships who have to carry excessive demand.

d) Some partnerships have introduced effective ways to ensure that demand does not overwhelm the partnership.

C10 Cash Flow

C10.1 The Local Authority transfers the Partnership Grant to the school on the first day of each term, allocating amounts as agreed by the Chairs of Partnership with the local authority in March each year.

C11 Notice period

C11.1 The Partnership agreement stipulates that the Local Authority will give twelve months' notice of any intention to change the basis of the agreement and has also signalled its intention to let the current agreement run for two years from September 2021 with the option to extend for up to a further 24 months (see Clauses A4.1 and A4.2) three years . Fund Holding Schools are asked to give the same period of notice to local partnership schools before relinquishing the role.

C12 The Role of the Chair of Partnership

C12.1 The Partnership Agreement anticipates that each of the Partnerships will appoint a Chair. (see above Section C3.1 (c))

C12.1.1 The Chair's role includes:

- Ensuring that the Partnership operates in compliance with the Partnership Agreement
- Line managing the Partnership Co-ordinator (Head of Service or equivalent role – see below C13) and, either directly, or through the Co-ordinator line managing any other staff employed by the Partnership
- Reviewing the Performance of the Lead professional(or equivalent) and ensuring that a system of performance review is implemented and quality assured for all directly employed partnership staff
- Ensuring that meetings of the Partnership that make decisions about student's accessing partnership resources are run effectively and fairly.
- Authorising any decisions about admitting students to partnership programmes
- Chairing those meetings concerned with the strategic development of the Partnership.
- Ensuring that meetings of the Partnership when acting as a Fair Access Panel are run effectively and fairly
- Reporting to whatever local structure has been agreed for securing the accountability of the Partnership to member schools
- Representing schools and the Partnership in meetings of the five Partnerships with the authority to take decisions on behalf of the Partnership.
- Representing schools and the Partnership and reporting on the work of the Partnership to the Executive Steering Group

The role of the Chair has usually been taken by a Headteacher but this is not set out in the agreement. See Partnership Agreement 15.3. (c)

C12.1.2 Payment for the role of Chair:

A serving Headteacher/Principal or teacher on a full-time contract cannot receive any additional payment for carrying out the role of Chair, although the employing school's Trustees/Directors/Governors would be entitled to consider the additional responsibilities implicit in the role of Chair when setting the pay of that staff member.

A person fulfilling the role of the Chair who is not an employee of one of the partnership schools is able to receive a payment for the role. It is up to the local partnership member schools to decide the level of remuneration and the nature of the contract. The Local Authority views this as a matter for the locality but considers it essential that any such arrangements are open and transparent, subject to review and are included in partnership financial reports. (see C17). It is anticipated that the local partnership member schools will ensure that there are suitable arrangements for ensuring performance review of the Chair as an employee of the Partnership.

C12.1.3 Compensating the Chair's School:

Where the Chair's role is taken by a serving member of staff it is seen as fair and reasonable that the school should receive some compensation for the loss of time to the school resulting from the Chair carrying out partnership duties and for the involvement of other staff in the school in working on partnership business. Practice has varied widely across the Partnerships in this respect. The Local Authority View is that whatever arrangements are made these should be agreed by the member schools of the Partnership, should be reviewed annually and should be reported alongside other financial information.

C13 The Role of the Professional Lead

C13.1 The Partnership Agreement anticipates that each Partnership will appoint a Professional Lead. Partnerships may structure this role as appropriate to local circumstances and assign the following roles to more than one member of staff in line with these circumstances. Partnerships have used the term Co-ordinator to describe this role.

C13.1.1 The Professional Lead includes:

- Planning the budget for the Partnership in consultation with the Chair/strategic lead, ensuring that the financial management system is operating effectively and monitoring the partnership's financial performance.
- Leading the professional team employed by the Partnership, ensuring that arrangements are in place for performance monitoring, employee support and professional development as directed by the Chair

- Overseeing communication with partnerships schools about individual students, including the operation of referral processes and the effective exchange of information about the needs and progress of each individual learner
 - Ensuring that the Partnership facilitates schools' access to other support services and agencies so as to strengthen school's capacity to support individual learners. Working with schools to build the capacity of the partnership as a whole to meet the needs of children and young people with additional SEMH needs.
 - Facilitating the development of supportive relationships with the parents/carers of learners to ensure that they participate in the planning of provision and remain well informed about their child's progress
 - Ensuring that each referred learner has a coherent educational programme aligned to and appropriate for his or her current needs that meets statutory entitlements for a broad and balanced curriculum
 - Ensuring that effective safeguarding and quality assurance of all parts of each child's programme is carried out in line with the agreed county approach
 - Ensuring that Fair Access referrals are dealt with in line with the county protocol and the school admissions Code
 - Ensuring that the Partnership provides reliable advice, guidance and in school support to schools in line with allocations of support agreed through the partnership's referral processes
 - Overseeing the processes for reporting financial and performance data to the Local Authority in line with the Partnership Agreement and to partnership schools in line with local arrangements
 - Participate in five partnership meetings and implement collective decisions made at those meetings when in line with the Partnership agreement and local policies and procedures
 - Advise the Chair of Partnership or designated strategic leader on the development of the partnership and implement decisions on behalf of the Chair
- C13.1.2 Levels of remuneration will be set by Local Accountability Boards and will be based on Partnership size and the specific role described in the local job description.

C14 The Role of Local Authority Officers

- C14.1 LA officers contribute to the operation of the Partnership Agreement through representation at meetings of Chairs/Strategic Leads and in the SEIPS Governing Board
- C14.2 LA officers are represented at operational level by an appropriate officer of the Council Service
- C14.3 Roles of LA Officers at Chairs and SGB meetings:

C14.3.1 Strategic Role

- Securing accountability for the Local Authority in respect of the allocation of High Needs Resources for the purpose of meeting the needs of children and young people in secondary mainstream settings at risk of exclusion.
- Ensuring that collective evaluations are made about the effectiveness of the provision for these learners and that lessons learned from these evaluations are implemented.
- Reporting on the effectiveness of the partnerships to appropriate boards
- Ensuring that the Partnerships offer forms part of the overall SEND offer of Leicestershire County Council and that local authority and partnership services for schools and learners are aligned effectively
- Using the Partnerships as one important means of enabling schools and LA to maintain a shared understanding of current and emerging issues and assisting in informing future developments

C14.3.2 Commissioning Role

- Ensuring compliance with the Partnership Agreement
- Keeping the Partnership Agreement under review

C14.3.3 Operational Role

- Ensuring operational alignment between LA services, especially the Inclusion Team and Admissions and the SEIPS,
- Initiating or responding to complex case work
- Data processing and sharing
- Linking LA QA processes with those of the Partnerships

C15 Five Partnership Role

C15.1 Partnerships agree to jointly employ staff in order to:

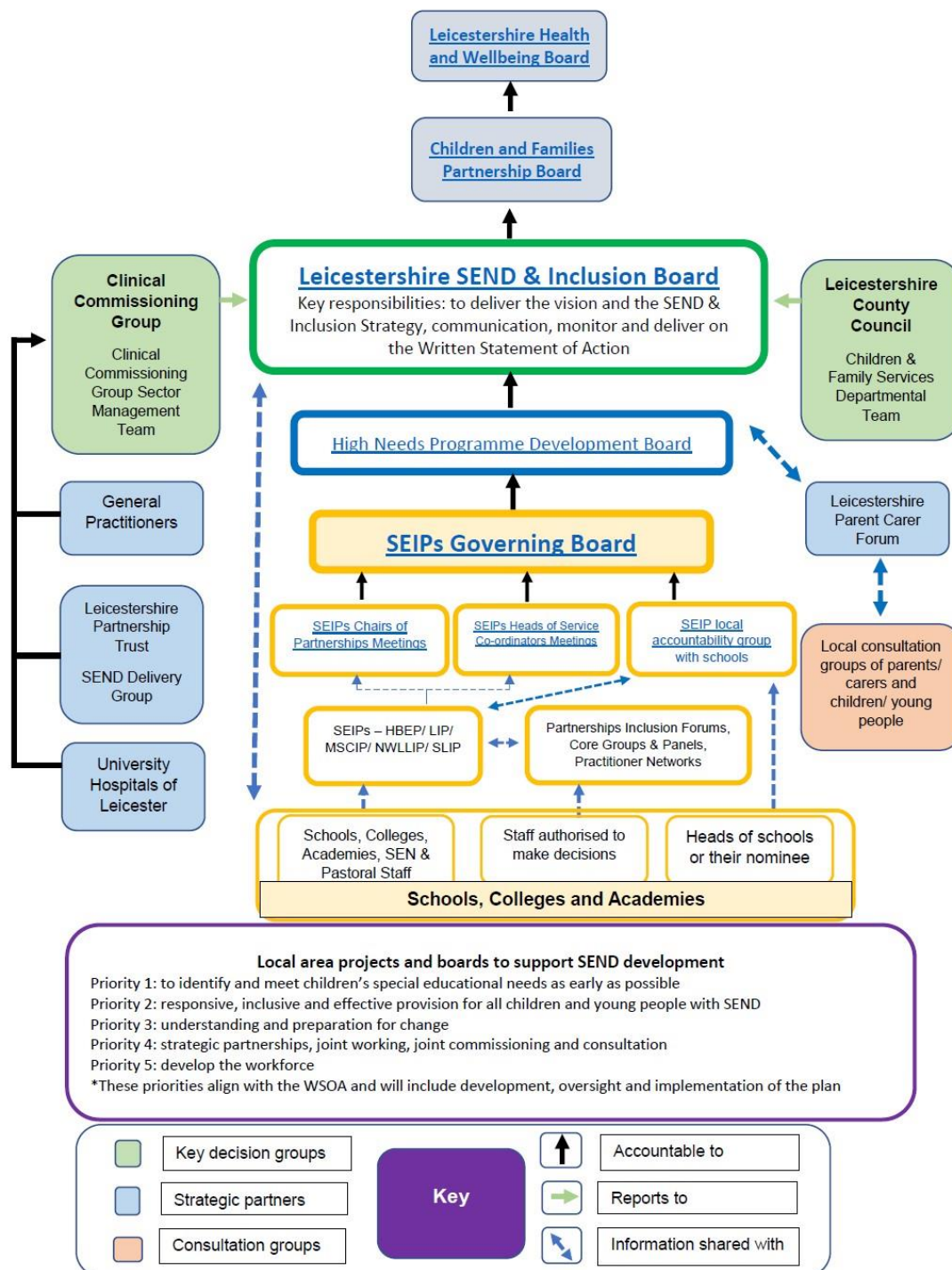
- Support the Chairs in arranging Chairs meetings, constructing agendas, clerking and following up assigned action points.
- Organise the collection and processing of data on finance, referrals and student outcomes required by the LA under the terms of the Partnership Agreement and preparing termly reports based on that data.
- Support the Co-ordinators in arranging their meetings, constructing agendas, clerking and following up agreed actions, helping to secure momentum behind the drive to work collectively to develop SEIPS capacity
- Facilitating the flow of information between Chairs, Co-ordinators and others to support the dissemination of good practice.
- Acting as a champion and link for the Partnerships with the Local Authority, its services and other relevant external groups.
- Representing the Chairs on the Oakfield Management Committee.

C16 Governance

C16.1 The SEIPs operate within a complex network of relationships and accountabilities (see also Figure 1) 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

Figure 1: SEIPs Governance Structure



- Accountability directly to students, parents and - potentially, in the future - Ofsted led direct evaluations of their work

C16.2 In order to secure robust accountability the SEIPs will:

- Make individual arrangements within local partnerships to create a Local Accountability Board that ensures appropriate accountability to its member schools as set out in (refer to previous section) to include individual governance arrangements and processes for resolving challenge from member schools. Such arrangements should ensure that the Local Accountability Board can provide a termly report to the SEIP Governance Board described below.
- Be accountable to the SEIP Governance Board providing information about the work of each SEIP regarding performance, workforce, process and procedure, complements and complaints, and financial arrangements.

C16.3 The purposes of the SEIP Governance Board are to:

- evaluate and challenge the effectiveness of the SEIPS in developing and implementing local strategies to meet the learning needs of vulnerable and challenging children and young people and deliver the vision and outcomes defined as in this Agreement
- The Board will do this by ensuring clarity of vision, ethos and strategic direction, holding Chairs and local boards to account for the performance of the organisation and its pupils and for the performance management of staff, overseeing the financial performance of the SEIPS and making sure their money is well spent

C16.4 In evaluating effectiveness, the Board will expect termly reports as described in C17. below to be discussed at each Board meeting focusing on evidence to show:

- The effectiveness of the provision the SEIPs make to safeguard and protect learners – including their adherence to the time frames for meeting need laid down in regulations
- Academic progress and outcomes of partnership learners
- Destinations of partnership learners
- Progress in engagement and wellbeing made by partnership learners
- Cost avoidance as a result of early interventions that enable learners to remain in school or at other lower levels of intervention
- Quality and impact of support offered to schools, colleges and academies in assisting them in developing their capacity to work with “at risk” learners
- The effectiveness of the arrangements for commissioning and quality assurance of additional external provision

- the impact that the SEIPS are having on outcomes for vulnerable learners in the secondary system as a whole
 - Efficient use of money delegated to the SEIPS – in terms of things such as workforce, spend on alternative external provision, transport, general accounting.
- C16.5 Board will report its judgements on each of these areas at least annually to:
- Those Boards and Organisations shown on the Accountability Structure Diagram
 - All Secondary Headteachers via Leicestershire Secondary Heads Association
- C16.6 Should the Board reach a view that one or more of the SEIPS is not fulfilling the terms of this agreement to an acceptable standard it will report its concerns to the Director of Children and Families and ask that officers of the LA are directed to investigate concerns and to develop an action plan to address concerns. 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 as set out in Clause B12.
- C16.7 Members of the Board will be appointed by the Local Authority.
- C16.8 Membership of the Board will be:
- A member of the County Council to serve as Chair of the Board
 - One Chair of Partnership serving for a period of one year
 - LA Officer who is fulfilling the strategic lead role.
 - One representative from a Leicestershire Primary School
 - One representative from the Leicestershire MAT CEO Group
 - One representative from each of the following services from the Council: Virtual School; Children and Family Wellbeing Service
 - National Leader of Governance
- C16.9 Board Members will act as impartial evaluators of the work of the SEIPS not as delegates from individual partnerships. Board Members will be required to carry out their role exercising the range of duties in line with best practice recommendations for Directors/Trustees of Multi Academy Trusts.
- C16.10 The Board will invite to attend in order to support its deliberations:
- The LA Officer with operational responsibility for links with the SEIPS
 - The LA Officer with commissioning responsibility for the SEIPS
 - The Staff member working across the five SEIPS
 - The Chairs of Partnership
 - Any other appropriate persons who can assist with expert advice
- C16.11 Meetings of the Board will take place three times a year.

- The LA will convene meetings and appoint the Chair of the Board drawn from the membership.
- The LA will ensure the meeting is clerked and will be responsible for ensuring Board judgements are communicated appropriately
- The SEIPS will work together to provide a written report to the Board before each meeting to include evidence that assists the Board in carrying out its evaluation (as in B8.4 above)
- Individual Local Accountability Boards will be asked to submit a report using an agreed template in B8.13
- LA Officers will ensure that the evaluative judgements of the Board are summarised and published in a form suitable for receipt by the bodies listed in B8.5 and are made available to the Chairs of Partnerships and to partnership staff.

C16.12 Template for Local Accountability Boards to use in termly reports to the SEIPS Governance Board

	R	A	G
The SEIP ensures safeguarding of students in all settings			
The SEIP achieves academic progress of full time PM students			
...And improvement in wellbeing and engagement of ft PM students			
Financial control is secure			
Spending is "best value"			
Timing of decisions about allocation of additional support to schools and students are made at the right time and are effective in avoiding future costs			
Schools judge support from the SEIP in school, through advice and support and in IF and other meetings to be effective			
Cooperation and collaboration between schools is effective in supporting vulnerable students			
Identification of need and development of strategies to meet that need across the partnership is reducing the use of fixed term and p[er]manent exclusions			

Quality assurance of commissioned settings is effective			
All schools actively contribute to the continuing success of the SEIP			
The locality continues to view the partnership arrangement as effective			

C17 FINANCIAL AND PERFORMANCE MONITORING AND REPORTING REQUIREMENTS

C17.1 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 School year. The format of the budget plan will be as agreed by the SEIP Board and subsequently submitted to that group and the Authority. The SEIP will provide to the SEIP GB termly finance reports to provide an overview of how funding has been used. The reports will detail income and expenditure in line with B4.1.6 and B4.1.7).

C17.2 The SEIP Governance Board will aim to evaluate the expenditure of each partnerships against the partnership's planned outcomes and budget plans. Where possible it will benchmark partnership expenditure against other SEIPs and any other suitable national financial data.

C17.3 In order to ensure best value is achieved the SEIP Governance Board may ask Partnerships to provide case audits of expenditure on individual students.

C17.4 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 B4.1.6 and B4.1.7. 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.

C17.5 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 accounting records of the SEIP, minutes of meetings, details of preventative intervention or provision required, invoices, receipts and statements from / correspondence with providers).

C17.6 In addition to termly financial reports the SEIP will produce by 31st October each year an Annual Expenditure Report showing expenditure against the funding allocation for the previous academic year. A copy of this report will be sent to the Council and this report may be used to inform financial reports to relevant parties and provide evidence of eligible expenditure to inform the Local Authority's Annual Assurance Statement to the Department for Education. The format of the report will be set out by the Council and agreed by the SEIP Governance Board. The Council may ask for additional information during the Spring Term of each year to assist in preparing its own end of financial year reports.

- C17.7 Whilst the Lead School may account for SEIP transactions through its General Annual Grant or delegated budget, 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. Any balance retained at year end must be recognised as belonging to the Authority within the Annual Statement of Accounts or Consistent Financial Reporting Return.
- C17.8 The Lead School, acting on behalf of the SEIP, is responsible for ensuring that HMRC VAT regulations concerning the taxation of employment and any requirements of any other Government agency are fully adhered to, and for seeking professional advice in these areas if further clarification is needed. Any costs arising from failure to follow financial regulations may not be met from the SEIP funding allocation.

PART D – TERMS AND CONDITIONS

APPENDIX 1 - DATA SECURITY SCHEDULE

Minimum security requirements for sharing data between the parties

Sharing & Destruction Methods	Security Requirements
Organisation Data Network (e.g. internal email)	Recommend password protecting attachments for sensitive personal data in case it is sent to wrong email address. No personal data in subject title, or sensitive personal data in body of email. Use of GCSX network where available. Recommend turning off autofill of address field.
Email between partners	To provide secure transit, use the Government’s secure network if possible. Alternatively, use secure emailing tools. If neither of these is available, password attachments for sensitive personal data in case it is sent to wrong email address. No personal data in subject title, or sensitive personal data in body of email
Laptops, removable media, USB, etc	Must be owned by the employer and encrypted . No personal information from any of the organisations in this agreement is to be loaded to personally owned or non-encrypted removable media.
Electronic storage of information	The storage location for information must be sufficiently secure (e.g. if it is in the database of an application, or as files held in an electronic records management solution or in a network area. Check with your IT department. Inform partners how access to the information be restricted. Ensure there will be an audit trail which will show who has accessed a record.
Vetting/clearance of staff	Have the staff who will receive and access the information vetted if required by law.
Internal and public telephone network	May be used, but apply the Caldicott Principles (e.g. check who you are talking to, share on a need to know basis, share only what is necessary).
Mobile telephone (voice and text)	Digital cell phones may be used. Only use analogue cell phones if operationally urgent, use guarded speech and keep conversation brief.
Fax	Note faxes are legacy technology and are NOT to be used unless there is no alternative. If no alternative, check recipient is on hand to receive.

	Send cover sheet first and wait for confirmation before sending.
Storage of papers	Protected by one barrier, e.g. a locked container within a secure building/room. Locked filing cabinet for storage if home working.
Disposal of papers	Use secure waste sacks if organisation has system in place and make sure they are secure when left unattended or collected for destruction. Shred personal information if it is sensitive.
Disposal of magnetic media	All types of discs and other storage devices – use a specialist destruction service if you have one. A certificate of destruction should be obtained. Otherwise, dismantle and destroy by disintegrating, pulverising, melting or shredding then dispose with normal waste/recycling following destruction.
Movement within organisation via internal mail	In a sealed envelope with protective marking shown. Marked for addressee only (where possible)
Movement between partner agencies	By post or courier in a sealed envelope with contact of both recipient and sender visible. Consider a double layer package. Marked for addressee only (where possible)
Movement between workplace and home / mobile office	On encrypted memory stick or encrypted laptop or in a lockable briefcase. Locked filing cabinet for storage if home working.

PART E

FUNDING AGREEMENT

Please note this schedule is to be updated annually with the costs agreed for the following year of the agreement.

E1 Funding Arrangements for SEIPS

- E1.1 Funding agreements will be kept open to review to ensure a consistent approach across Leicestershire and to ensure adherence to the national funding framework as set out annually by the Department for Education (DfE).
- E1.2 Payment schedules will be issued for the Local Authority financial year, April – March, these will set out the application of the formula and the annual allocation to the SEIP, payment will be made termly with reference to the number of school days in each term.

E2 Payments

- E2.1 All payments will be made by termly instalments in advance and processed through the BACS system.
- E2.2 If the Authority determines that any expenditure previously paid against the funding allocation, in accordance with the purposes set out in Clause A2.3 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.

E3 RECOVERY/CLAWBACK OF FUNDING -

- E3.1 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.
- E3.2 The Lead School/Academy for each SEIP 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.

PART F

SCHOOLS IN SEIP PARTNERSHIP AREAS

F1 Area based Special Schools are not included in the SEIPs agreement funding formula, they are not included in the list below.

South Leicestershire Inclusion Partnership (SLIP)

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
Newbridge High School
Stephenson Studio School
The Forest Way School

Melton and South Charnwood (Melton and South Charnwood Inclusion Partnership - MSCIP)

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 Learning Campus

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
Rawlins Academy
The Humphrey Perkins School
Woodbrook Vale School

PART G

Template Memorandum of Understanding between Schools in Secondary Education and Inclusion Partnerships (SEIPs)

G1 Summary

By signing this MOU schools are agreeing to participate with all state funded secondary schools in their partnership area in local collective decision making and to abide by joint decisions that result arising from:

- a) Fair Access admissions arrangements and protocols.
- b) The local referral processes and meetings that govern access to the High Needs Funding devolved to the local partnership for SEMH students
- c) The funding arrangements set out in the Leicestershire Partnership Agreement including access to partnership funds and transfer of pupil funding to the Partnership.
- d) Local Governance arrangements for the Partnership at local and county wide levels.

The MOU commits schools to:

- a) make best endeavours to ensure that children and young people whose behaviours are a cause for concern are referred to the partnership's forums and panels at an early stage honour the undertaking in the Leicestershire Partnership Agreement that in the event of a school permanently excluding a child another local school in the partnership will take the child on roll via the Fair Access process.
- b) retain accountability for any student who is educated by the partnership so that it:
- c) provide accurate base line data for the student on transfer
- d) take part in quality assurance of the provisions that the student accesses
- e) actively participate in reviews of the student's progress

The school's decision to sign the MOU does not remove the right of a Head to permanently exclude a student but it does indicate that the school considers this action to be a last resort and that the school will discuss any potential permanent exclusion with the Chair of the Partnership before it is finalised.

Area based Special Schools are not include in the SEIPs agreement funding formula, they are not required to sign up to this Memorandum of Understanding.

G2 Secondary Inclusion Education Partnerships (SEIPs) – Memorandum of Understanding with member schools

G2.1 SCOPE

G2.1.1 **This memorandum of understanding** (the Memorandum) governs the relationship between member schools of each Leicestershire Secondary Education and Inclusion Partnership (Partnership).

G2.1.2 Schools in the Partnership Areas

G2.1.3 The schools in each Partnership area are set out in Appendix 1 to the Memorandum, which may be amended from time to time.

G2.1.4 In this Memorandum references to “schools” and “member schools” include academy schools unless expressly stated otherwise

G2.1.5 In this Memorandum references to “pupils” include children and young people at school in Key Stage Three and Four.

G2.1.6 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

G3 INTRODUCTION

G3.1 This Memorandum of Understanding sets out the aims, objectives and accountabilities of member schools of Partnerships,

G3.1.1 It 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://www.leicsseips.org/>

- Leicestershire Secondary Education and Inclusion Partnerships Agreement
- Any local Offer document for Partnership Provision published by the partnership
- County Secondary Fair Access Protocol
- Local protocols governing Managed Moves and other arrangements designed to support vulnerable pupils and maintain their engagement with education

G3.2 **The principles outlined in the Memorandum,** are aimed primarily at KS4 and KS3 pupils in schools who are:

- at risk of permanent exclusion from school
- vulnerable as a result of Social Emotional and Mental Health Issues
- self-excluding from school.

G4 OBJECTIVES, PURPOSE AND PRINCIPLES - SCHOOLS

G4.1 **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 for the vulnerable and at risk

G4.2 **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.

G4.3 **Principles**

- 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.
- 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.
- 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 are allocated a school place as quickly as possible. Within the appropriate timescales Where it has been agreed that a child will be considered under the Fair Access Protocol, a school place must be allocated for that child within 20 school days., including those who have been permanently excluded from a local school. The current Fair Access Protocol is available at <https://www.leicsseips.org/fair-access-protocol>
- Member schools agree to share data with one another where this serves to illustrate that additional responsibilities falling on schools as a result of taking on vulnerable students are shared equitably.
- Member schools will agree an operate managed move protocol for children and young people for whom a move to another school is appropriate and are used in pupils' best interests and with the agreement of everyone involved within the statutory guidance. A template Managed Move Agreement is available at <https://www.leicsseips.org/fair-access-protocol>
- Member schools acknowledge that it is not appropriate to pressure parents'/carers' to take their children out of school to avoid an exclusion
- Member schools 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.
- 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. Member schools agree to remain involved in the planning and review of the programmes for students who are being educated by the partnership and to actively participate in arrangements for monitoring students at their provisions.

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.

- 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
- Member schools agree to share accurate comprehensive data about their performance with respect to vulnerable children.
- Member schools agree to contribute to the management of the Partnership, agree the arrangements for funding holding and for appointing the Chair and other leaders of the Partnership as set out in the Partnership Agreement.

G5 OVERALL AIMS

G5.1 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:

- 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.
- 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.
- 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

- Share knowledge, resources and skills and work in partnership with each other and relevant agencies and organisations.
- Establish the conditions for continuous improvement in standards both in education and other services.
- Create a sustainable long-term Partnership.

G6 PARTNERSHIPS' GENERAL RESPONSIBILITIES

G6.1 The Partnership is responsible to the Local Accountability Board

This is the means by which all local schools can ensure that it meets their requirements and expectations for the delivery of services and achievement of agreed outcomes and targets for vulnerable groups. The LAB will ensure that the Partnership operates structures to allow all member schools to participate in:

- Decision making about local thresholds for children and young people and their schools to access partnership resources
- The deployment of resources within the partnership, including decisions about any additional level of contribution above pupil funding 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.
- 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
- Participation in judgements about the effectiveness of the work of the Partnership
- Setting a development strategy for the Partnership working within the parameters of the Partnership Agreement with LCC.

G6.2 The Partnership is responsible to the SEIPS Governing Board (SGB).

The role of the SGB is set out in the Partnership Agreement. The Partnership is required to make direct data reports to the SGB and to respond to its requests for further information. The SGB can direct the LGB to address issues of concern but devolves responsibility for any solution to the LGB.

G6.3 Partnership implements the agreed local strategy for the provision of education programmes for pupils who cannot sustain their place in school.

This may be done through individual member institutions or collectively, or by commissioning services from a range of alternative education providers. The Partnership will:

- secure 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.

- Pay proper regard to relevant legislation, formal guidance, codes of practice, and national policies.
- 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.
- 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.
- 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.
- 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.
- Secure other aspects of the SEIPS offer as set out in the Partnership Agreement to include working to support schools with self-excluding pupils
- Delivering assistance to schools to meet SEMH needs at an early stage, including operating Inclusion Forums
- 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 SEIPS Governing Board and the meetings of Coordinator's.
- Abide by the terms of their Partnership agreement and its appendices.

G6.4 Commitment of Individual Schools who are members of the Partnership

- 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 and that alternatives to permanent exclusion have been fully considered.
- 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.
- Headteachers and Principals are responsible for ensuring that their representatives attending partnership meetings have the delegated authority to participate in collective decisions on behalf of the school.

- Headteachers and Principals are responsible that the commitment they enter into with the partnership is approved by CEO's and Boards of any Multi Academy Trust that they belong to.
- 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:
 - to continue to participate in progress reviews for their students,
 - to satisfy themselves that personalised programmes are aligned to each child's needs
 - to be confident that effective child protection, safeguarding and health and safety arrangements are in place
 - to access information about these matters swiftly from the Partnership should it be required as part of the school's accountability requirements.

G6.5 Responsibilities of the Lead School

- The Lead School will comply with the terms of the Partnership Agreement between the Lead School and the Local Authority including but not limited to:
 - Maintain effective financial management of funding devolved to the Partnership by the Local Authority.
 - Manage staffing and other resources in the Partnership area.
 - Ensure access to financial records for the Local Authority and Internal Auditors.
 - Ensure that the Partnership prepare termly and annual data returns and reports on the partnership, working in cooperation with the other Leicestershire Secondary Education and Inclusion Partnerships, in order to report to the SEIPS Governing Board

G6.6 Local Authority Input

- 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.
- 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.
- 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.
- Where possible, the Local Authority will aim to provide appropriate advice, guidance, financial and physical resources to help the Partnerships achieve its aims.
- 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.

- The Local Authority will appoint members of the SEIPS Governing Board and will ensure that its meetings are clerked, that its views are reported appropriately and that agreed actions are followed up
- The Local Authority will not have any responsibilities in respect of the day-to-day operational issues, inputs and processes of the Partnerships.
- The Local Authority will raise the profile of the work of Partnerships across the County Council, East Midlands and Nationally.

G7 THE PARTNERSHIP'S ROLE IN MAINTAINING ENGAGEMENT OF SCHOOLS

G7.1 Funding Arrangements

- 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.
- Member schools may also contribute to their Partnership's budget by local agreement to extend the range of activity of the Partnership.
- 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.
- 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.

G7.2 Charging for Alternative Education Provision

- 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. (The standard level of payment is based on the average pupil cost as calculated by the LA and reported to the Schools Funding Forum, any pupil premium payment to the school attributable to the child concerned and any additional funds allocated to the pupil by means of an EHCP or SEND Plan. 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.)
- Partnerships and member schools acknowledge that Partnerships are 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.
- 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.

- Any school may choose not to join or to withdraw from the local Partnership 16C.3 of the Leicestershire SEIPs / LCC agreement sets out the circumstances in which a local partnership, acting collectively, can withdraw membership from a school.
- 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.
- 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 Local Governance Board, 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)

G7.3 Monitoring and Evaluation

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.

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.

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.

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.

G7.4 Dispute Procedure

- 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. If the matter cannot be quickly resolved the Chair will bring it to the attention of the SEIPS Governing Board and will ensure that due consideration is given to the issue in order to reach a just resolution that satisfies all parties.

- 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 Governing Board as set out in the Partnership Agreement.
- If an issue is referred to the SGB in accordance with the paragraph above, the SGB 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 SGB made pursuant to this paragraph.

G8 FORMAL ACCEPTANCE OF THE MEMORANDUM OF UNDERSTANDING

By signing below, each member school is committing itself to becoming a full participant in the above Partnership.

G8.1 Withdrawing from the Partnership

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.

The Lead School/Academy may cease to act as the Lead School/Academy for the Partnership by serving twelve months notice to the other member schools in the Partnership and on the Secondary Education and Inclusion Partnership Governance Board. Upon receipt of such notice the SGB will assist the Partnership to find a replacement Lead School for the Partnership.

G8.2 Signatures

We the undersigned act with full authority to commit <name of school> to act as Lead/Funding School for <name of SEIP>

Name of Head of Lead School/Academy:

Signature:

Date:

Name Chairs of Governors:

Signature:

Date:

We the undersigned act with full authority to commit <name of school> as a member of <name of SEIP>

Name of Member School:

Name of Head of Member School:

Signature:

Date:

Name Chairs of Governors:

Signature:

Date:

Please return a signed copy of this agreement to the lead school/Academy for your partnership