

Policy and Procedure on Exclusion of Individuals in our Care

Whinfell School

Policy Author / Reviewer	Susan Harvey
Approval Date	June 2019
Next Review Date	September 2023
Version No	2 (minor review Sep 17 to amend terminology and remove reference to Managing Director.
Policy Level	Schools and Colleges with Residential Provision
Staff Groups Affected	

Contents

1. Monitoring and Review	1
2. Terminology	2
3. Purpose	3
4. Policy	3
5. Procedures	4
Fixed Term Exclusion	4
Permanent Exclusion	5
Exclusion Appeal Procedures	6
General Principles	6
Appeals Procedure.....	6
General	7
6. Standard Forms, Letters and Relevant Documents	7

1. Monitoring and Review

- 1.1.** The Proprietor will undertake a formal review of this policy for the purpose of monitoring and of the efficiency with which the related duties have been discharged, by no later than three years from the date of approval shown above, or

earlier if significant changes to the systems and arrangements take place, or if legislation, regulatory requirements or best practice guidelines so require.

- 1.2. The local content of this document will be subject to continuous monitoring, refinement and audit by the Head of Service.

Signed:



Paddy Sandham
Principal
August 2022

2. Terminology

- 2.1. Our aim is to use consistent terminology throughout this policy and all supporting documentation as follows:

‘Establishment’ or ‘Location’	this is a generic term which means the Children’s Home/school/college. Whinfell School is a Residential School and Care Home
Individual	means any child or young person under the age of 18 or young adult between the ages of 18 and 25. At Whinfell School we have 16 attending and/or residing between the ages of 11- 19
Service Head / Head of Service	This is the senior person with overall responsibility for the School At Whinfell School this is the Principal who is Paddy Sandham, Registered Manager is Jenny Carradus.
Key Worker	Members of staff that have special responsibility for Individuals residing at or attending the Establishment.
Parent, Carer, Guardian	means parent or person with Parental Responsibility
Regulatory Authority	Regulatory Authority is the generic term used in this policy to describe the independent regulatory body responsible for inspecting and regulating services. At Whinfell School this is Ofsted.
Social Worker	This means the worker allocated to the child/family. If there is no allocated worker, the Duty Social Worker or Team Manager is responsible.
Placing Authority	Placing Authority means the local authority/agency responsible for placing the child or commissioning the service
Staff	Means full or part-time employees of Cambian, agency workers, bank workers, contract workers and volunteers.

3. Purpose

- 3.1. This policy deals with the exclusion of individuals in our care at a Cambian locations that are registered with the DfE as schools.
- 3.2. It affects all staff.
- 3.3. Make sure that you are familiar with the detail and what is expected of you under the policy.
- 3.4. The purpose of the policy is:
 - To ensure that Cambian complies with all the relevant current legislation and other National Standards which govern this area of our work.
 - To have in place at all establishments within the Group, Exclusion policies and procedures relating to Exclusion and Appeals against Exclusion which meet the tenets of natural justice.
 - To provide Heads of service with a mechanism that allows them to take appropriate steps to deal with individuals in our care whose needs cannot be met at a particular time and whose continued presence would be detrimental to the safety or welfare of themselves or others.

4. Policy

- 4.1. This policy only applies to individuals in our care who are resident in establishments which are registered with the DfE as residential schools.
- 4.2. A decision to exclude and Individual is a serious one. Individuals in our care shall only be excluded in extreme circumstances and, generally, only where all available strategies have proved unsuccessful.
- 4.3. Only a Head of Service (or in the absence of the Head, the Deputy Head) has the authority to exclude an individual in our care.
- 4.4. Individuals in our care shall only be excluded on either a permanent basis, or for a fixed term not exceeding 45 days in any one school year, in accordance with the guidelines and statutory requirements laid down by the DfE.
- 4.5. An Appeals Procedure shall be in place to enable the placing authority to appeal against a permanent exclusion.
- 4.6. There shall be no right of appeal against fixed term exclusions.
- 4.7. Heads of Service must consult and liaise with the Director of Operations and involve parents and the placing authority at any time when circumstances arise in relation to any individual in our care which could eventually lead to an exclusion and at all stages before a decision to exclude an individual in our care, either for a fixed term or permanently, is made. This will avoid short notice developments and allow as much time as possible for pre-planning by all concerned.
- 4.8. Within the 48 hours following any exclusion Heads of Service shall provide confirmation of and full information (including a record of the actions taken by staff) regarding the exclusion, in writing, to the parents, placing authorities and the Director of Operations.
- 4.9. Informal or unofficial exclusions are illegal regardless of whether they are done with the agreement of carers. However, there may be occasions where specific and unusual circumstances suggest that rather than using a fixed-term exclusion, an individual in our care returns home with the agreement of the Head of Service, the parents and the LA for a cooling-off period e.g. where such a measure would prevent an occurrence that would lead to a fixed- term exclusion.
- 4.10. The Head of Service must provide a date and time when the individual in our care should return to the school. In the case of a permanent exclusion, the date it takes effect.
- 4.11. The Head of Service must arrange a reintegration interview with parents during or following the expiry of any fixed term exclusion. If possible the interview should be held on the day the individual in our care returns to school. Where it is appropriate the individual in our care should normally attend all or part of the interview. The purpose of the reintegration interview is to assist the reintegration of the Individual and promote the improvement of his or her

behaviour. It provides an opportunity to discuss how behaviour problems can be addressed, what measures can be put in place to support his/her continued education. It is good practice to combine the notice relating to a reintegration interview with the notice of informing the parent of the exclusion.

4.12. In the case of a student aged 18 or over the legislation allows them to appear on their own behalf.

5. Procedures

5.1. Heads of Service should note that this policy has been adopted by the Group on the basis that all establishments will carry out comprehensive pre-placement and initial placement assessments on every Individual to ensure that his or her needs can be met satisfactorily before a placement is finally confirmed. Accordingly, it is anticipated that the authority to exclude an individual in our care will be used only in exceptional circumstances (usually where the issue which has arisen could not reasonably, and or by proper prior assessment, have been previously foreseen).

5.2. In establishments catering for individuals with complex learning difficulties who are placed in the establishment in question for 52 weeks a year, exclusion should only be considered and take place where:

- The degree or frequency of the individual in our care's severe challenging behaviours increases to such a significant extent beyond those apparent and in the contemplation of the parties at the time of his/her admission, and poses an unacceptable risk to the individual in our care, other individuals in our care or staff.
- The individual in our care's medical or psychiatric condition becomes such that he/she requires specialist medical or psychiatric treatment of a kind that the establishment concerned is not equipped and/or qualified to provide.

Fixed Term Exclusion

5.3. In the event of the fixed term exclusion of an individual in our care with complex learning difficulties (placed at the establishment for 52 weeks a year) the following procedures should be observed:

- The parents and Authority will be notified by telephone at least seven days before such exclusion takes place, and the exclusion to be confirmed in writing not later than 48 hours after the telephoned notification.
- Following any such notice the establishment and the Authority will consult together in partnership to determine how the Individual's new needs should best be met.
- At the start of any period of exclusion the individual in our care will be returned to the care of the Authority/parent(s)/guardian(s) as appropriate until either agreement is reached between the establishment and the Authority for the Individual's return to the establishment or the expiry of the fixed period of the exclusion, whichever is earlier. The cost of any transport shall not be the responsibility of the establishment.
- The fees will continue to be paid at the full rate and accommodation will continue to be held available for the individual in our care at the establishment until the individual in our care returns to the establishment or is permanently excluded or the placement contract is otherwise terminated.

5.4. In the event of a fixed term exclusion of an individual in our care with Asperger Syndrome/Autism (placed at the establishment during term time only) the following procedures should be observed:

- The parents and Authority will be notified by telephone at least 24 hours before such an exclusion takes place except in the case of emergency when such telephone notification will be given at the earliest time practicable and in each case confirmed in writing not later than 48 hours after the telephoned notification.
- The individual in our care will be returned to the care of the Authority/parent(s)/guardian(s) as appropriate until either agreement is reached between the establishment and the Authority for the individual in our care's return to the establishment or the expiry of the fixed period of the exclusion, whichever is earlier. The arrangements and cost of any transport shall not be the responsibility of the establishment. However, where the Head makes

arrangements for returning the individual in our care home, she/he may decide that the cost will be borne by the establishment.

- Fees will continue to be paid at the full rate and accommodation will continue to be held available for the individual in our care at the establishment until the individual in our care returns to the establishment or is permanently excluded or the agreement is otherwise terminated.

Permanent Exclusion

- 5.5.** Written notice of any permanent exclusion of the individual in our care will be given to the Authority and the individuals in our care parent(s)/guardian(s) and will include details of the Appeals Procedure which the Authority will then be entitled to exercise in accordance with the terms of such procedure. Details of the Appeals Procedure are set out in Section 4.
- 5.6.** Heads of Service shall note that, where exclusion is permanent, the placing authority ceases to be responsible for the payment of fees as from the date of the decision to permanently exclude. The Fees Invoicing Department of the Group shall therefore be informed without delay of that date in order that the necessary amendments can be made to fee invoice procedures.
- 5.7.** Parents and placing authorities should be informed of The Behaviour Support Policy and this policy on Exclusion when individuals in our care are admitted.
- 5.8.** Where exclusions take place, a summary document shall be produced by the Head of Service giving details of the circumstances leading up to the exclusion. This should be forwarded to those parties referred to at para 2.7 above.
- 5.9.** Excluded individuals in our care shall only be handed over to a responsible and known adult.
- 5.10.** If the parent does not comply with the request of the Head of Service to receive the individual in our care at home, the school must have due regard for the individual's safety in deciding what action to take. If efforts to resolve the issue

with the parents are unsuccessful the Head of Service should seek advice from Social Services and consider whether to contact the Education Welfare Service.

- 5.11. All exclusion cases should be treated in the strictest confidence. Only those who need to know the details of exclusion should be informed of them.
- 5.12. Where appropriate, individuals in our care on fixed term exclusions shall be given work to be done at home and returned to the schools/centre for marking.
- 5.13. Individual fixed term exclusions should be for the shortest time necessary.
- 5.14. Every effort should be made to avoid exclusions which result in an individual missing a Public examination.
- 5.15. In operating the procedures in this policy, Heads of Service should take note of the general guidance issued by the DfE in the updated 2017 document "Exclusion from maintained schools, Academies and pupil referral units in England A guide for those with legal responsibilities in relation to exclusion".
- 5.16. The guidance is designed to ensure fairness and openness in the handling of exclusions and whilst it is not strictly binding on independent schools it is the Group's policy to have regard to it in managing exclusions.

Exclusion Appeal Procedures

General Principles

- 5.17. Natural justice and the intention that independent establishments catering wholly or mainly for individuals in our care with SEN shall operate procedures similar to those required of maintained schools require that an Appeals Procedure against the permanent exclusion of an individual in our care shall be in place.
- 5.18. There shall not be an Appeals Procedure in relation to fixed term exclusions, only in relation to permanent exclusions.
- 5.19. The appeal shall be entered on behalf of the individual in our care and in his/her best interests and will, in effect, be an appeal for his/her reinstatement.
- 5.20. The appeal shall be entered by the placing authority (as the party with whom the establishment has a contract) which shall undertake such prior consultations with parents/guardians as it thinks fit.
- 5.21. Notwithstanding the above, Cambian Group retains the right of final decision which shall be binding on all parties.

Appeals Procedure

- 5.22. If and when the decision to permanently exclude has been made the placing authority (referred to below as 'the authority') and the parents/guardians will be informed in writing of the right to appeal and told of the procedure for doing so by letter in the form attached.
- 5.23. The appeal by the authority must:
 - be in writing;
 - be sent to the Head of the establishment within one calendar month of the date of the notification letter under 4.1;
 - specify in reasonable detail the grounds upon which the appeal is based.
- 5.24. When a written appeal, in correct order, has been received, it shall be passed by the Head of Service to the Director of Operations for action. The Head of Service shall be responsible for ensuring that the appeal is in correct order and will liaise with the authority as necessary, in writing, with a view to establishing as clearly as possible the issues to be considered by the Appeals Committee.
- 5.25. The Chief Operating Officer/Director of Operations shall, within two weeks of receiving the appeal, convene a meeting of an Appeals Committee consisting of two nominees of the Board (either or both of whom may be members of the

Board and one of whom will chair the meeting) and an independent person of suitable stature. The nominees of the Board shall not be members of staff of the establishment concerned.

- 5.26.** The Chief Operating Officer/Director of Operation shall inform the authority of the proposed meeting and of its right to be present together with (at the authority's discretion) the individuals in our care parents/guardians and/or their representatives, and/or to make representations, in writing, to the Appeals Committee (the names of the members of which will have been provided by the Director of Operations prior to the hearing).
- 5.27.** Within five working days after the date of the meeting of the Appeals Committee its decision shall be notified, in writing, by the Chief Operating Officer/Director of Operations to the authority and the Head of the establishment.
- 5.28.** There will be no further right of appeal against the decision of the Appeals Committee.
- 5.29.** During the period from the date of the decision to permanently exclude until the final determination of any appeal:
- the individual in our care shall remain excluded and must not be deleted from either the attendance register or the attendance register until the appeal process has been completed;
 - no fees will be payable.

General

- 5.30.** Details of the Appeals Procedure shall be available within every establishment.
- 5.31.** Details of the Appeals Procedure shall be available on request to parents, local authorities or authorised agencies, but shall only be required to be sent to those concerned as noted in 4.2 above.
- 5.32.** This Appeals Procedure will only be followed when the appeal is against the decision to make a permanent exclusion and will be an appeal for reinstatement. If the authority or parent or other person wishes to complain about the manner in which the exclusion was effected or the failure of the establishment to fulfil its duty of care (as opposed to the fact of the exclusion itself) the official Complaints Procedure should be followed.

6. Standard Forms, Letters and Relevant Documents

- 6.1.** Letter to Authorities re Exclusion Appeals Procedure
- 6.2.** Model letter to parents re a fixed term exclusion
- 6.3.** Model letter to parents re a permanent exclusion
- 6.4.** Exclusion Checklist