



# **Learning City Partnership & Bristol City Council Bristol Inclusion Panel & Fair Access Protocol**

**Dated: 1<sup>st</sup> September 2021**  
Academic Year 2021-22

Agreement to a Project for Joint Management of School Placements  
the Fair Access Protocol and Shared Funding for School Exclusions

between

Bristol City Council and The Secondary Schools of Bristol

## **Changes to the Fair Access Protocol and BIP Process due to Coronavirus**

The statutory responsibilities and duties of local authorities and schools with regard to fair access admissions remain unchanged during the Coronavirus pandemic and recovery period. Public Health and Departmental (DfE) advice primarily affect how Fair Access Panels convene. Videoconferencing and the sharing of relevant documentation in electronic format using secure platforms will replace physical meetings and the sharing of hard copy paperwork. Other aspects, functions and timescales of Fair Access & Bristol Inclusion Panel should remain largely unaffected. We will continue to seek the best endeavours of all parties involved in securing school places for vulnerable children.

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**THIS AGREEMENT** is dated 1<sup>st</sup> September 2021 and applies to all student movements agreed and only if joint funded during the Academic Year 2021-22 (1st September 2021 – 31<sup>st</sup> August 2022)

Parties

**Bristol City Council** of City Hall, College Green, Bristol BS1 5TR (The Council).

**Each of the Schools** listed in Section 10 of this Agreement (or added to 10 from time to time) and who have entered into a Confirmation Agreement.

## **1. Background**

1.1 The Council and The Schools have agreed to work together on the Project detailed in Annex A *the Project*. The Bristol Inclusion Panel (BIP) Project aims to reduce permanent exclusions and jointly manage alternatives to exclusions. The BIP also performs Bristol's statutory Fair Access functions and is the Fair Access Protocol.

1.2 The parties wish to record the basis on which they will collaborate with each other on the Project. This Agreement sets out:

- a. the key objectives of the Project;
- b. the principles of collaboration;
- c. the governance structures the parties will put in place; and
- d. the respective roles and responsibilities the parties will have during the Project.

## **2. Key objectives for the project**

2.1 The parties shall undertake the Project to achieve the key objectives set out in Annex A of this Agreement.

2.2 The parties acknowledge that the current position with regard to the Project and the contributions already made (financial and otherwise) are as detailed in Section 5 to this Agreement.

## **3. Principles of collaboration**

3.1 The parties agree to adopt the following principles when carrying out the Project (Principles):

- a. collaborate and co-operate. Establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered and actions taken as required;
- b. be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;
- c. be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- d. learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- e. adopt a positive outlook. Behave in a positive, proactive manner;
- f. adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU and adopted UK procurement rules, data protection and freedom of information legislation. In particular the parties agree to comply with the requirements of the Information Sharing Protocol attached and to recognise the Agreement as the Fair Access Protocol applying to all Bristol Schools consistent with their obligations;
- g. act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- h. manage stakeholders effectively;
- i. deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement. In particular the parties agree to make the contributions detailed in Section 5 of this Agreement; and
- j. act in good faith to support achievement of the Key Objectives and compliance with these Principles.

## **4. Project Governance**

### **4.1 Overview**

The governance structure defined below provides a framework for the development and delivery the Project.

### **4.2 Guiding Principles**

The following guiding principles are agreed. The Project's governance will:

- a. ensure that students are the joint responsibility of Bristol Schools and the LA.
- b. provide strategic oversight and direction;
- c. be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- d. align decision-making authority with the criticality of the decisions required;
- e. be aligned with Project scope;
- f. leverage existing organisational, group and user interfaces;
- g. provide coherent, timely and efficient decision-making; and
- h. correspond with the key features of the Project governance arrangements set out in this Agreement.

### **4.3 Steering Group – See Section 9**

a. The Steering Group provides overall strategic oversight and direction to the Project. This group will consist of:

1. Bristol City Council Headteacher (Local Authority Administrator)
2. Secondary School Headteacher/Principal
3. Secondary School Headteacher/Principal
4. Secondary School Headteacher/Principal
5. Secondary School Headteacher/Principal
6. Secondary Pupil Referral Unit Headteacher/Principal
7. Secondary Alternative Provision School Headteacher/Principal

There may be changes to steering group members as identified and agreed by the steering group where it is felt to be beneficial to the project delivery.

b. The BIP Steering Group shall be managed only in accordance with the terms set out in this Agreement in Section 9.

c. The Steering Group shall meet by agreement as and when required.

### **4.4 Bristol Inclusion Panel (BIP)**

a. The BIP will provide operational management at Project and work stream level. It will provide assurance to the Steering Group that the Key Objectives are being met and that the Project is performing within the boundaries set by the Steering Group.

- b. The BIP consists of one representative from each of the parties: the Headteacher or a representative (nominated by the Headteacher) of each party. The BIP shall have responsibility for the creation and execution of the project plan and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the BIP.
- c. The BIP agree adhere to Fair Access Protocol terms of reference set out in this Agreement.
- d. The BIP shall meet every two weeks.

## 4.5 Reporting (See also -Section 6 Monitoring & Review)

Project reporting shall be undertaken at three levels:

- a. BIP: Outcomes and actions will be recorded for each BIP meeting. Any additional reporting requirement shall be at the discretion of the Steering Group.
- b. Steering Group: Reporting shall follow the meetings highlighting: progress since the last period; issues being managed; issues requiring help (including escalations to the Steering Group) and progress planned next period and/or aligned with the frequency of the Steering Group meetings.
- c. Organisational: the Steering Group members shall be responsible for drafting reports into their respective sponsoring organisation as required for review by the Steering Group before being issued.

## 5. Roles and responsibilities

5.1 The parties shall undertake the following roles and responsibilities to deliver the Project:

Activity	Relevant Party/Parties
Facilitating BIP meetings and providing administrative support	The Council
Financial oversight of the Project	The Council
Adherence to statutory guidance, procedural requirements and timeframes for managing permanent exclusions	Each School, in relation to any pupil it permanently excludes
Completion of a change of provision form as thoroughly as possible with as much accompanying information as possible for	Each School, in relation to any pupil it seeks to place with another education provider

each pupil for whom alternative education provision is proposed	
Attendance at each BIP meeting	A representative from each Party

## 6. Escalation

6.1 If any party has any issues, concerns or complaints about the Project, or any matter in this Agreement, that party shall notify the Steering Group and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to Bristol Association of Head Teachers and Principals (BASHP), which shall decide on the appropriate course of action to take. The matter may then be resolved by agreement between the Chair of BASHP and the Council.

6.2 If any party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a provider, or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the Steering Group. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Council.

## 7. Intellectual property

7.1 The parties intend that any intellectual property rights created in the course of the Project shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of all parties in the party that is lead party noted for the part of the project that the intellectual property right relates to).

7.2 Where any intellectual property right vests in either party in accordance with the intention set out in the Project delivery and description, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the Project.

## 8. Term and termination

8.1 This Agreement shall commence as between the Council and each School which has entered into the Confirmation Agreement on the date of each Confirmation Agreement (the start of the school year) and shall expire on 31<sup>st</sup> August of the year of agreement.

8.2 No party may terminate their participation in this Agreement prior to the expiry of this Agreement.

## **9. Variation**

This Agreement, including the Annexes, may only be varied by written agreement of the all the Parties.

## **10. Charges and liabilities**

10.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.

10.2 The parties agree to share the costs and expenses arising in respect of the Project between them in accordance with the Contributions Schedule set out in in **Section 5 Funding** on page 15 of this Agreement.

10.3 All parties shall remain liable for any losses or liabilities incurred due to their own or their employees' actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this Agreement.

## **11. Status**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party as the agent of the any other party, nor authorise any of the parties to make or enter into any commitments for or on behalf of any other party.

## **12. Governing law and jurisdiction**

This Agreement shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 0, each party agrees to submit to the exclusive jurisdiction of the courts of England.

## **13. Waiver**

No waiver by any party of any breach or any provision of this Agreement shall be deemed to be a waiver of any subsequent or other breach and no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.



## **14. Third Party Rights**

This Agreement is not intended to create any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to this Agreement and the rights of any third party under the said act are hereby expressly excluded.

## **15. Counterparts**

This Agreement may be executed by way of different Parties entering into any number of Confirmation Agreements in any number of counterparts. Each executed counterpart Confirmation Agreement shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

# **Annex A - The Project Bristol Inclusion Panel Terms of Reference**

## **Learning City Partnership & Bristol City Council Bristol Inclusion Panel & Fair Access Protocol for Secondary Phase Schools and Academies**

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## **Section 1 Introduction & Principles**

This document sets out statutory requirements for meeting the fair access admissions needs of pupils as well as the elective local arrangements intended to support well informed and planned pupil movement into appropriate educational provision. In an effort to reduce the number of permanently excluded pupils in Bristol and to ensure that young people are educated in a setting that best suits their needs Bristol secondary schools and Bristol City Council (the Local Authority) have agreed to participate in a partnership project Bristol Inclusion Panel to run between 1st September 2021 and 31st August 2022.

Bristol City Council has a duty to make arrangements for securing a school place for all children and young people who, for whatever reason, are considered to be 'Hard to Place'. These are known as the Fair Access Protocols (FAP). Fair Access protocols (FAP) can be triggered through statutory processes, or through locally agreed arrangements & procedures. Throughout this document, statutory and locally agreed arrangements have been separated for clarity.

The processes and arrangements within this document are only for children of statutory

secondary school age (between 11 and 16 years of age) who are unable to secure a school place through the normal in year admissions route or who are at significant risk of permanent exclusion from their current school setting.

This Fair Access Protocol (FAP) succeeds previous protocols and is the result of consultation and discussion with secondary Headteachers & Principals, and BCC Local Authority Officers and is applicable to all secondary schools within Bristol. Governing Bodies should ensure they are aware of this guidance.

## **Section 2 Statutory Guidance & National Policy**

All School Admissions are underpinned by statutory legislation. The School Admissions Code September 2021 states the following:

Each local authority **must** have a Fair Access Protocol, agreed with the majority of schools in its area to ensure that – outside the normal admissions round - unplaced children, especially the most vulnerable, are offered a place at a suitable school as quickly as possible. In agreeing a protocol, the local authority must ensure that no school - including those with available places - is asked to take a disproportionate number of children who have been excluded from other schools, or who have challenging behaviour. The protocol **must** include how the local authority will use provision to ensure that the needs of pupils who are not ready for mainstream schooling are met.

The operation of Fair Access Protocols is outside the arrangements of co-ordination and is triggered when a parent of an eligible child has not secured a school place under in-year admission procedures.

All admission authorities **must** participate in the Fair Access Protocol in order to ensure that unplaced children are allocated a school place quickly. There is no duty for local authorities or admission authorities to comply with parental preference when allocating places through the Fair Access Protocol.

Where a governing body does not wish to admit a child with challenging behaviour outside the normal admissions round, even though places are available, it **must** refer the case to the local authority for action under the Fair Access Protocol. This will normally only be appropriate where a school has a particularly high proportion of children with challenging behaviour or previously excluded children. The use of this provision will depend on local school circumstances (context) and available area resources as described in this, the local authority's Fair Access Protocol. This provision will not apply to a looked after child, a previously looked after child or a child with an Education, Health and Care Plan naming the school in question, as these children must be admitted.

Admission authorities **must not** refuse to admit a child thought to be potentially disruptive, or likely to exhibit challenging behaviour, on the grounds that the child is first to be assessed for special educational needs.

A Fair Access Protocol **must not** require a school automatically to take another child with challenging behaviour in the place of a child excluded from the school.

Under the School Admission Code 2021, the list of children to be included in a Fair Access Protocol is no longer determined by locally agreed arrangements. Instead, from 1<sup>st</sup> September 2021 this list **must only** include children of compulsory school age in the following categories:

- a) children either subject to a **Child in Need Plan** or a **Child Protection Plan** or having had a Child in Need Plan or a Child Protection Plan **within 12 months** at the point of being referred to the FAP
- b) children **living in a refuge** or in other **Relevant Accommodation** at the point of being referred to the FAP
- c) children from the criminal justice system
- d) children in alternative provision who need to be reintegrated into mainstream education or who have been permanently excluded but are deemed suitable for mainstream education
- e) children with **special educational needs** (but without an education, health and care plan), disabilities or medical conditions
- f) children who are **carers**
- g) children who are **homeless**
- h) children in formal **kinship care arrangements**
- i) children of, or who are, **Gypsies, Roma, Travellers, refugees and asylum seekers**

- j) children who have been refused a school place on the grounds of their **challenging behaviour** and referred to the FAP in accordance with paragraph 3.10 of the Code
- k) children for whom a place has **not been sought due to exceptional circumstances**
- l) children who have been **out of education** for **4 or more weeks** where it can be demonstrated that there are no places available at any school within a reasonable distance\* of their home. *This does not include circumstances where a suitable place has been offered to a child and this has not been accepted*
- m) **previously looked after children** for whom the local authority has been unable to promptly secure a school place

FAPs are intended to act as a safety net for the most vulnerable. As such, they may only be used to place children in the above categories, where a child is having difficulty in securing a school place in-year, and it can be demonstrated that reasonable measures have been taken to secure a place through the in-year admissions process

Bristol has had a Fair Access Protocol in place since January 2006 and this Protocol was subsumed into the Bristol Inclusion Panel Terms of Reference in June 2015. There was an agreement between the Local Authority and Schools that it would be kept under review.

[School Admissions Code 2021](#)

Academies are required by their funding agreements to comply with the Code and the law relating to admissions.

[Fair Access Protocols: Guidance for school leaders, admission authorities and local authorities July 2021](#)

The term “Academies” in this document refers to all types of Academy schools, i.e. including Academy converters, sponsored Academies, and all types of Free Schools.

All schools must adhere to statutory regulations for admissions. This Protocol applies to all Bristol secondary schools including academies and free schools. All Governing Bodies such make sure that they are aware of the guidance and that the school’s admission policy and its practices conform to the mandatory requirements of the School Admissions Code.

FAP requires schools to admit pupils above their Published Admission Number (PAN) and ahead of pupils on their waiting list; as per the School Admissions Code.

The distribution of pupils across schools under the Protocol shall be fair, with due consideration given to the circumstances of the school, year group and the individual.

Pupils to be admitted under the Protocol will have arrangements put in place quickly and to an agreed timescale (10 working term time days). These will be followed up by the Panel Administration Team (Council ALP Hub), and outcomes will be revisited at each meeting.

It is vital that the protocol is not used to enable a pupil to circumvent the normal admissions process in order to gain access to their chosen school.

BIP would avoid any school taking disproportionate numbers of 'Hard to Place' pupils.

BIP would ensure provision is made where mainstream is not suitable.

### **Section 3      Locally Agreed Procedures**

As a locally agreed arrangement Bristol secondary schools will provide the Council with pupil cohort data on all year groups, so that robust, equitable and transparent placement decisions can be made by the Bristol Inclusion Panel (Hereafter referred to as the Panel). Some of this data can be collected via the LA's X Vault system. Other schools' data will be updated by schools every two weeks in readiness for the Panels. The schools' data will be set out as in the exemplar in Appendix B.

The Panel shall make decisions about pupil placements based on information summarised in a completed Change of Provision form with additional and relevant supporting documented evidence. The Change of Provision form is structured to give as complete a picture of a pupil as possible, allowing placement decisions to be made in an open and transparent way, involving representatives from all schools.

Panel administrators will coordinate all aspects of the Panel process. Panel administrators will provide a whole system picture of SEMH provision, maintaining an overview of quality, capacity and placement costs.

Referrals of Bristol pupils to the Panel will be made following the procedures outlined in the Flowchart identifying procedures in Appendix A. The Panel will endeavour to facilitate a transparent peer moderated referral process informed by robust pupil information.

New arrivals to the City or pupils being brought to Panel under 'Hard to Place' or Fair Access Protocols without comprehensive historic or contextual information will be considered using the current FAP 1 Referral Form. Panel will vote whether any and all pupils are 'Hard to Place' and FAP protocols will apply. The Panel administrators will facilitate well informed admissions / 'Hard to Place' decisions that take into account a full pupil profile where this is available.

Where schools refuse to admit following a majority Panel decision to place a pupil there is an agreed escalation route which will be triggered by the FAP or Panel decision and response. The Council will follow up on refusal to admit pupils by

referring the refusing School or Academy to the Education Skills & Funding Agency, Regional Schools Commissioner and / or Secretary of State for Education.

Where there is a concern about the resilience or composition of a year group, schools' RAG rating of year groups will be taken into account when placing pupils. Only one year group can have a red rating, two ambers, and the remaining year groups should be green. In exceptional circumstances schools may, in consultation with the Panel RAG rate year groups differently, for example having two red rated year groups.

The Panel aims to limit the numbers of pupils going into AP and facilitate a zero net movement of pupils, with schools taking as many pupils as we are sending. Please see **Appendix E - BIP School Allocations Pupil Premium Formula**.

Where appropriate, parent & child voice will be taken into account. The views of children and parents must be outlined in the Change of Provision Form.

Where a change of provision is required, parental agreement must be sought, and agreement obtained with a signed Change of Provision form. If a pupil is referred under the Fair Access Protocol, then parental preference does not apply.

Non-Bristol resident cases will only be considered by Panel in exceptional circumstances. Pupils considered Hard to Place will be referred back to their home authority initially.

Bristol schools and academies retain the right to permanently exclude. Schools will only permanently exclude in exceptional circumstances. Some permanently excluded pupils may need to spend time in a Pupil Referral Unit following their exclusion and before being considered for reintegration to a mainstream setting. A risk assessment should be completed prior to the pupil returning to the Panel.

Once a pupil has reached term 3 in Y11 it is considered extremely unlikely that a Panel managed move to another mainstream school will prove effective and this would only be considered in exceptional circumstances. However, this does not apply to those arriving in the city, or those that are seeking a placement at an alternative school due to a house move that means travelling to the original school is not possible due to distance and or travel time.

Where a pupil who has 'Hard to Place' indicators is registered as educated at home or who has been deregistered from their school submits a mid-term application, their last registered school (where this is a Bristol school) will be required to put them back on roll before any change of placement can be considered (in the case of an oversubscribed school the case would go to Panel for consideration).

**Dual registration.** A guiding principle of the Project is that students are the joint responsibility of Bristol Schools and the LA. Where a pupil is referred to the PRU for

an assessment placement, they will remain on the roll of the sending school. The sending school will retain the pupil on roll as 'main' and the PRU will provide a 'subsidiary' roll. If the pupil is referred from the PRU to a new school for a 12 week trial, the PRU will become the 'main' roll and the new school the 'subsidiary'. At this point, the original sending school will remove the pupil from their roll. If, however, the 12 week trial at the new schools fails, the pupil will return to the PRU. The original sending school will put the pupil back on their 'main' roll and the PRU will once again provide a 'subsidiary' roll.

**Change of Provision Forms. See Appendix C BIP COP Form.** The COP form is an integral part of the BIP process. The information it contains forms the basis of all decision making about referrals to the BIP. The structure of the COP form provides as holistic a picture of students' education, health, home, social care and pastoral needs, as well as a history of school-based interventions, alternative provision and external support to date. Schools requesting a change of provision (a move to a new school setting) should complete as thoroughly as possible all sections in the COP form. Where it is possible and relevant, a 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> choice of school destination should be given and parents and students their views given in relation to these. All information given on the COP form needs to be as specific as possible, avoiding any ambiguity for Panel members new to the case. It should also be considered whether there are any reasons why a student should NOT attend a certain provision (e.g., poor friendship choices or challenging social mix).

BIP Panel and Panel Admin powers to challenge on COP requests absent evidence of a Graduated Response

Numbers of young people moving into AP are still high. This is not financially sustainable for the City or whole system approach to SEMH. In order to make this system both sustainable and aligned with statutory departmental guidance there need to be transparent challenge criteria with regard to expectations that schools will have used recognised assessments and interventions, implemented under [Statutory SEND Guidance](#) on Graduated Response (see also Appendix D BIP Graduated Response), as well as School Based Support Plans:

Before any persistent / long term concern cases come to BIP for joint funded access to PRU or ALP

That Panel members should consider voting that sufficient/ insufficient evidence of Graduated Response and Targeted Interventions means that a PRU / ALP place request could be approved/declined at this time

That Panel Admin will contact referring schools where there appears to be insufficient evidence of Graduated Response and Targeted Interventions on any COP Form for students with persistent disruptive behaviour.

**Allocation of jointly funded placements into AP. See Appendix E - BIP School Allocations Pupil Premium Formula.** Following a rising trend in the number and cost of pupils going into AP over the past five years there needs to be a mechanism to govern and potentially limit this. Increasing access to AP is neither good nor inclusive practice, does not promote best outcomes for many children and young people, nor is it financially or practically sustainable. **An estimated 70% of students going into AP have SEND and in too many cases only have these needs recognised and properly assessed when they arrive in AP.** Schools have therefore agreed to a limited and set net number of jointly funded places in AP. The net movement of pupils in calculations also includes those pupils on revolving door at the PRU as the PRU place costs are jointly funded by Local Authority High Needs Block and Schools, where placements are made through the BIP. **BIP would not refuse students if net / capped allocated (joint funded) places limit was exceeded.** We need broad agreement about allocations and a workable mandate to limit numbers – so the pupil premium limit is for guidance and reference only. Alongside a more robust demand for application of a Graduated Response to meeting SEMH and SEND needs, numbers of funded places need to be limited and cannot continue to increase. Ongoing training will be made available for BIP member schools to support improve practice.

**Managed Moves** (previously known as Negotiated Transfers or NTs) sometimes called **Managed Transfers** should be tried wherever possible and appropriate before a request is made for Alternative Provision (AP). There is a right time to try a Managed Move as part of graduated approach. Guidance on Managed Moves states that they can only be implemented if a parent is willing to agree to one being put in place. Clear and realistic (SMART) Managed Move targets need to be put in place, allowing for pupils who may be struggling to achieve floor target outcomes. If there would have been a PEX and a Managed Move is appropriate, then the case can and should come to BIP as a Panel Agreed Managed Move (PAMM). Initially a school to school move with the pupil coming back to Panel for access to a PRU place if the Managed Move (PAMM) to new school fails. No return to the original school will be sought. PAMMs will be considered on a case by case basis.

## **Section 4 Definition of ‘Hard to Place’ Pupils**

The Bristol Inclusion Panel shall consider all the evidence presented to determine whether a pupil is hard to place. A pupil generally should be considered hard to place if their behaviour or circumstances have caused undue concern and admission to school would require arrangements over and above those already made.

This is not necessarily a fully comprehensive list of all the circumstances where a pupil may be considered ‘Hard to Place’. The Panel, on seeing and hearing all the evidence, will in the first instance, agree whether a pupil should be placed in the



category of 'Hard to Place'. Equally, a pupil who falls into one of these categories may not necessarily be 'Hard to Place'. All categories listed in the Admissions' Code as a minimum requirement could be considered 'Hard to Place', dependent upon the individual case:

- Children who have been permanently excluded from school
- Children from the criminal justice system or who have been at a Pupil Referral Unit inside or outside of Bristol (but are Bristol residents) who need to be reintegrated back into mainstream education
- Children who are withdrawn from school by their family, following a fixed-term exclusion and are unable to find another school place may be considered HTP but should return to their previous school roll (if this is a Bristol school) with a Negotiated Transfer between schools being undertaken if at all possible.
- Children at serious risk of permanent exclusion and where all parties agree that the relationship between the school and those with responsibility for the child has broken down.
- Children who have been out of education for **4 weeks or more.**
- Children who have come from unsupportive family backgrounds for whom a place has not been sought. (Child Missing Education cases)

The arrangements for considering whether a pupil is categorised as 'Hard to Place'; the decision making to identify a suitable school; and, admission processes and procedures under the protocol, are shown in the flowchart at Appendix A. As stated in Local Agreements, pupils with an EHCP or statement and SEN/LAC will not be considered under the statutory 'Hard to Place' categories as these pupils have different statutory admission processes. The Panel can recommend to the Council where they feel specialist provision is needed ie they can trigger a (request for) statutory assessment.

All schools will be represented as far as possible but decisions will be made even when not all schools are represented. The decision of the panel is binding on the admitting school, and there is no right of appeal regarding the decision of the panel.

All decisions will be made by open and transparent majority vote. Each school will have one vote as will PRUs & Alternative Provision Schools. Votes are non-transferable (i.e. a school or Academy representative must be present in order to vote). Council Officers will not take part in voting.

Schools will have nominated members of staff who will organise, collate and comment on information sent or made available to them.

4. In order to ensure fairness, consistent data and information is required in all cases for pupils being referred within the Protocol. A Change of Provision (CoP) form must be submitted to the Council Panel Administration Team (via secure email) and other supporting evidence, **including signed parental views** via the mail) by

the end of business on the Monday of the week before the next Bristol Inclusion Panel (all documentation **must be signed, including by parent** and (where possible and / or appropriate) should also be signed by the young person\*, in order for a pupil to be considered at the next Panel meeting. \*Where obtaining a young person's signature is not considered possible or appropriate the referring school should consult with the Panel Administration Team who will help take a view.

5. The Local Authority Panel Administrators will oversee the administrative arrangements and maintain records of agreed actions.
6. Parents will be notified of the Panel's decision no sooner than 48 hours after the meeting in order to give the receiving school time to study the documentation and raise any serious concerns. The parent/carer will be notified by the Panel Administrator. However, the parent/carer must be notified within 5 school days of the Panel's decision.
7. It is an expectation that the receiving school will have admitted an allocated pupil within 10 school days of the Panel meeting and decision to place.

In order to ensure that all schools continue to operate in an inclusive manner, schools must include evidence of the Graduated Response / early intervention strategies when making a referral to BIP. Panel members should feel able to challenge school change of provision requests where this is not apparent.

## **Section 5 Joint Funding Agreement**

### **A Local Agreement between Bristol secondary schools and the local authority**

The proposed model for ALP provision needs to be self-financing. Local Headteachers agreement is for a single flat rate cost per pupil movement during the course of the Project. School contributions will be based as below.

Local agreements would be legally binding upon all schools. All agreements for placements would be through the Bristol Inclusion Panel. Table 1 shows the proposed fixed local charges.

**Table 1 Schools Contribution towards Placement Costs for Pupils**

<b>Key Stage / Year Group</b>	<b>1st Year Schools Contribution</b>	<b>2<sup>nd</sup> Year Schools Contribution</b>	<b>3<sup>rd</sup> Year Schools Contribution</b>
KS3 Year 7*	£7.5K max (12 weeks £2.5K)	AWPU (+ PP if applicable)	NA

KS3 Year 8*	£7.5 max (12 weeks £2.5K)	AWPU (+ PP if applicable)	NA
KS3 Year 9* (**)	£7.5K max (12 weeks £2.5K)	AWPU (+ PP if applicable)	NA
KS3 Year 9** (T5 or 6)	As above if PRU £5K max if AP	£7.5K	AWPU (+ PP if applicable)
KS4 Year 10	£7.5K (£5K if T5 or 6 and 2 Year Place)	£7.5K	NA
KS4 Year 11	£7.5K	NA	NA

Cost of permanent exclusion – all Year Groups, any period	£15K
Cost of placement into AP if allocated number exceeded (A one off or single payment)	£15K

\* assuming placement is into PRU

\*\* assuming initial placement is into PRU or revolving door place. If the student moves on to permanent ALP then sending school continues to contribute toward the cost of ALP not exceeding £7.5K cost per annum. If still in ALP by Year 11 the student could come off mainstream school roll by December of Year 11, before January census. Keeping students on dual roll would be a way for mainstream schools to generate AWPU and PP and keep numbers in YG.

KS4 two year placements, where a placement has been made into an ALP/AP school between 1<sup>st</sup> September and 31<sup>st</sup> January. The school contribution to this is £7,500. For placements made after 1<sup>st</sup> February the contribution towards the cost of the first year placement is £5,000 and £7,500 for the remaining year(s) in ALP.

The Agreement to which this document is annexed, together with the Confirmation Agreement at Annex F to the Agreement form the requisite legally binding agreement.

## **Section 6 Monitoring & Review (See also – 4.5 Reporting)**

1. This protocol will be formally reviewed during the course of the project with all Head Teachers and Principals in the form of reports presented on the dates outlined below:

2. The Local Authority Panel Administrators will maintain records and present these as a Review Report to schools and Council partners no later than the end of Term 2 (December) and where relevant as contextual data, at the fortnightly Panels. Headteachers and Principals will receive regular (at least bi-annual) updates about pupil movements in addition to the annual Review Report on the outcomes and impact of the Protocol and Inclusion Panel. The Agreement and Panel arrangements will end on 31<sup>st</sup> August of the school year unless the Schools and Council partnership agree to its revision and continuation during the following (new) school year.

3. Monitoring data, in respect of the number of pupils joining or leaving individual schools under the protocol (import / export data) can be found attached as Appendix B. This data is used to:

Monitor the total impact of the Fair Access & Locally Agreed Protocols

Facilitate accurate reporting

Provide up-to-date information to the Panel

Ensure fairness and in terms of Fair Access & Bristol Inclusion Panel pupil placements across all Bristol secondary schools.

The spreadsheet (Appendix B) is up-dated continuously by the Panel Administrators in order to provide an accurate snap-shot at any moment in time.

To provide a further level of protection to Bristol secondary schools, data is also held relating to the needs / challenges of specific year groups within all schools. Individual schools are asked to rank their five year groups '1 – 5' with '1' being the most challenging group. Schools can also identify those same year groups as being red / amber / green (maximum of 1 Red and maximum of 2 Amber) to identify the level of fragility of each year group, with red as the most fragile.

An example of this data recording system which is held by the Panel Administrators (ALP Hub Team) is up-dated on a fortnightly basis during term times and presented to the Panel before any individual pupil placement decision is reached. An example can be found in Appendix B. Pupils would only be placed in a 'Red 1' year group, if the school volunteered to accommodate the Panel request or there were exceptional reasons.

## **Section 7 Data & Confidentiality Agreement (see Annex B)**

# Information Sharing Agreement between Educational Intelligence Stakeholders

This document has been tailored specifically to address the sharing of information between schools and other stakeholders in educational information.

## Purposes & benefits of information sharing

Information sharing is a key enabler for the achievement of positive outcomes for children and young people in Bristol, especially when a co-ordinated approach across agencies is required. However, poorly managed information sharing creates the risk of privacy concerns, data loss, inefficiencies and poor organisational self-knowledge. The GDP Regulations that came into effect on 25<sup>th</sup> May 2018 apply to all data transference and record keeping and supersede any specific elements of previous guidance as appropriate.

Ultimately, we share information for the common shared goals of improving outcomes for children and young people and for ensuring that they are safe. Other potential benefits to stakeholders are:

- a. improved data quality
- b. reduced administrative burden
- c. improved ability to benchmark/ compare
- d. informed challenge
- e. organisational self-knowledge
- f. improved planning capacity (for both delivery and resources)
- g. early intervention
- h. better knowledge about service use by children and young people across the range of services offered

Detailed sharing arrangements by subject and a separate data sharing arrangements are provided in the **Annex B Data Sharing Agreement**

This section of the document addresses the sharing of information between schools and other stakeholders in educational information.

## 1. Purposes & Benefits of information sharing

Information sharing is a key enabler for the achievement of positive outcomes for children and young people in Bristol, especially when a co-ordinated approach across agencies is required. However, poorly managed information sharing creates the risk of privacy concerns, data loss, inefficiencies and poor organisational self-knowledge. The GDP Regulations that came into effect on 25<sup>th</sup> May 2018 apply to all data transference and record keeping and supersede any specific elements of previous guidance as appropriate.

Ultimately, we share information for the common shared goals of improving outcomes for children and young people and for ensuring that they are safe.

## **2. Role & Responsibilities of Partners**

Data owners are individuals within an organisation who have the right to permit sharing of data. This ownership may be delegated. Data controllers are those who agree to take responsibility for the storage and use of shared data once it has been shared. For the purposes of this document, data controllers and data owners most likely will be members of staff from the agencies listed below:

Headteachers, Principals, Deputies, Exams Officers, Children Centre Managers, College principals and administrative staff from educational establishments

Council officers from the Intelligence function, the Admissions team, the SIMS team, the EYES (Council Database) Data & Analysis Team, school improvement staff, public health and so on

PHCT staff such as nurses, PCT intelligence officers, Primary Mental Health Care and Social Care Practitioners etc.

## **3. Information Exchanged or shared between partners**

Much of the information shared will be at the level of individual pupils, for the purposes of statutory returns, cohort analysis, place planning, lesson planning, SEN provision and so on. Some data sharing will be at the level of the school for the purposes of target-setting, benchmarking, funding provision, etc.

Where either sharing party discovers inaccuracies or errors within the data shared, there is a duty to report back to the data owner (for example: if the Council discovers inaccuracies within the School Census submissions, they will report back to the school as soon as possible)

Pupil-level information shared will generally be retained for 10 years, unless otherwise specified

The outputs of information sharing in the form of reports and analysis should be made available to all data sharers in order to maximise the benefit of sharing and to ensure accountability.

## **4. Security**

Pupil-level information will be shared between schools and the Council electronically through secure methods such as the following:

EIMS and Groupcall

Alfresco External/Sharepoint  
TWS Secure (or other Council secure system)  
S2S secure file sharing system  
Direct access to the Council database

Where breaches of security occur, the relevant policy for each organisation must be enacted. The Council policy on information security can be found here: [Policy document](#)

Complaints Procedures

The complaints procedure can be found at:

<https://www.bristol.gov.uk/complaints-and-feedback/complaints-procedures>

## **6. Monitoring & Review**

The arrangements for each agreement should be regularly reviewed by signatories at the beginning of each academic year. Education Strategy Group will collectively own the process of ensuring that it remains fit for purpose throughout the course of the year.

## **7. Detailed Agreement**

A detailed Data Sharing Agreement is appended to this document – Appendix F

## **Section 8 Glossary**

Below are identified a number of acronyms used throughout the “Fair Access” documentation, plus the full version of each title or service. If you require further information or clarification, please do not hesitate to contact the Panel Administration Team.

AP – Alternative Provision

ALP – Alternative Learning Provision

AWPU - Age Weighted Pupil Unit

BIP (Panel) – Bristol Inclusion Panel

FAP - Fair Access (Protocol)

BCC - Bristol City Council – the Local Authority

LAC - Looked After Children (CiC)

CiC – Child in Care (LAC)

PAN - Published Admission Number

COP - Change of Provision

PAMM – Panel Agreed Managed Move

PRU - Pupil Referral Unit

PP – Pupil Premium

SEND - Special Educational Needs/Disability

NT – Negotiated Transfer (Managed Move / Managed Transfer)

### **Panel Administration Team**

<b>Panel Administration Team</b>	<b>Role</b>
Bristol City Council	Headteacher, ALP Hub
Bristol City Council	Business & Administration Support, ALP Hub
Bristol City Council	Commissioning & Inclusion Officer, ALP Hub
Bristol City Council	Education Inclusion Manager, ALP Hub

## **Section 9 BIP Steering Group Terms of Reference**

The BIP Steering Group provides overall strategic oversight and direction to the Project. The Group will convene three times a year and / or as necessary. There may be changes to Steering Group members as identified and agreed by the Steering Group where it is felt to be beneficial to the project delivery.

The Steering Group will work to ensure the project is working effectively as possible with regard to:

The best interests of the vulnerable children (students) it is seeking school placements for

The joint working arrangements of BIP, including the funding of placements

Promoting interagency and partnership working in support of children, families and schools



Continuing and developing school and LA representation at BIP

Data and outcomes from the Panel

The efficacy of the Panel in terms of its core principles of inclusivity and sustainability

Clear communication to and with the schools, LA and other partners it represents

Professional development, understanding and pedagogy of education professionals and LA officers

The sharing of relevant research and good practice in the field of inclusion

The consideration and incorporation of any new statutory guidance and departmental advice

Any other relevant developments

(a) Remit:

(i) actions of Steering Group requiring approval.

Review and Reporting of Bristol Inclusion Panel Data, Performance and Impact

Any changes to the Terms of Reference (Contract)

(b) Decision-making:

(i) named individuals (as above).

(ii) voting rights (all named individuals).

(c) BIP Panel Meetings:

(i) frequency (no less than 3 times a year as indicated).

(ii) quorum (no less than 3 schools and LA officer as indicated).

(iii) premises (City Hall or school venue).

(iv) notice (for meetings - no less than 3 weeks).

## **Section 10 The Schools who are Parties to this Agreement**

School	School
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School	School
Bristol Cathedral Choir School	St Mary Redcliffe & Temple School
Montpellier High School	Ashton Park School
Cotham School	Bridge Learning Campus
Fairfield High School	Oasis Academy Brislington
Blaise High School	Bedminster Down School
Oasis Academy Brightstowe	Merchant's Academy
Orchard School Bristol	Oasis Academy John Williams
St Bede's Catholic College	St Bernadette's Catholic Secondary School
Redland Green School	Trinity Academy
Bristol Free School	St Matthias Academy (AP)
Bristol Brunel Academy	Lansdown Park Academy (AP)
Bristol Metropolitan Academy	Bristol Futures Academy & Snowdon Village City School (AP)
City Academy Bristol	Learning Partnership West Independent School (AP)