

# Terms and Conditions for Placements made with Orchard Therapeutic Farm



**For the commissioning of placements for children and young people  
with Orchard Therapeutic Farm**

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# Terms and Conditions for Placements made with Orchard Therapeutic Farm

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# Terms and Conditions for Placements made with Orchard Therapeutic Farm

## 1. Introduction/Purpose

At OTF we cater to the individual needs of the child. We ensure reasonable adjustments are made to accommodate for young people with SEN.

The purpose of this agreement is to set out the arrangement to deliver provision (for pupils with SEN as those that have an EHCP where provision has been identified as EOTAS) in order to enable pupils to make good progress by providing the required services in accordance with the specifications contained in this agreement.

Our aims at OTF are to ensure all pupils make good progress in their learning, communication and social skills; to reduce any anxieties and inappropriate behaviour which act as a barrier to learning and everyday life. This means that they fulfil their ambitions and the best possible educational and other outcomes, including employment and independent living wherever possible.

## B. Background

- i. Referrers must fulfil statutory duties and responsibilities in relation to pupils who are unable either temporarily or permanently to sustain a place in a mainstream school.
- ii. This T&C describes the underpinning principles, roles, responsibilities and accountabilities of the Parties and it is intended to represent the clear intentions of the parties in relation to the provision, implementation and administration of appropriate provision.

## C. Purpose Of The Terms and Conditions

- i. The purpose of this agreement is to set out the arrangement to deliver provision (for pupils with SEN as well as those that have an EHCP where provision has been identified as EOTAS) in order to enable pupils to make good progress by providing the required services in accordance with the specifications contained in this agreement.
- ii. The aims of OTF are to ensure pupils make good progress in their learning, communication and social skills; to reduce any anxieties and inappropriate behaviour which act as a barrier to learning. This means that they fulfil their ambitions and the best possible educational and other outcomes, including employment and independent living wherever possible.

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## D. Terms and Conditions (T&C)

These Terms and Conditions are made between:

**Orchard Therapeutic Farm**

and:

**The Referring Placement**

Each '**a party**' and together '**the parties**' to this Term and Agreement.

## 2. Terms and Conditions

### A. Purpose of the T&C

- a. To provide a contractual framework between OTF and the Commissioner/ Referrer for the funding and monitoring of placements for children and young people with SEND.
- b. To ensure that OTF and the Commissioner are clear about their respective responsibilities with regard to the funding and monitoring of commissioned placements.

### B. Parties to the Agreement

- a. The Commissioner must identify a named contact and signatory to an SLA. This person will receive updates around the child, through OTF internal report forms which are sent mid-term and at the end of every half term.
- b. OTF is the service provider and is responsible for ensuring duties as agreed. OTF will provide a contact at the point of each placement.

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### C. Commencement and Duration

- a. This agreement will be effective from the agreed first day of the child's placement and will continue to remain in force until the formal end of the placement and in line with part 2 of section 'ending placements'.
- b. The agreement takes into account the requirements of the Special Educational Needs and Disability Code of Practice (2015)<sup>1</sup> and particularly the duty for co-production with parents/carers These well as children and young people.
- c. If either party is considering termination of the provision then consultation and relevant statutory parties will be followed.

### D. Purpose of Alternative Provision

- a. OTF is committed to the inclusive learning facilitation of children and young people and therefore works on the principle that wherever possible, the majority of children and young people will access their learning within a mainstream setting. However, it is recognised that some children and young people experience difficulties in sustaining a mainstream place either temporarily or permanently. For this reason, alternative provision, with an appropriate curriculum is required to get them back 'on-track'.
- b. OTF seeks to work in partnership with the placing commissioner to deliver a local offer of services for children who require targeted and specialist provision to meet their educational need for additional and/or different provisions where SEMH is the primary barrier to learning.
- c. OTF operates to provide targeted and specialist provision for children and young people from 6 – 18 years of age with Social, Emotional, Health/ Mental Health and Behavioural Difficulties (SEMHBD) who are:
  - SEN
  - At the risk of permanent exclusion
  - Permanently excluded.
  - Unable to attend school for 15 days or more through medical needs or otherwise
  - In need of outreach support in primary and secondary schools

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## E. Eligibility criteria / Admissions & Exit Arrangements

- a. The specific admissions criteria for OTF covered in this agreement are set out in a separate admissions policy
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- a. OTF provides a part-time timetable where pupils are on site for a maximum of 15 hours per week. The placement commissioner is responsible for the child's provision and activities when they are not attending OTF.
- b. No placement will be made at OTF without the completion of a referral form.
- c. No placement will be made at OTF without the completion of a risk assessment
- d. For children with an EHCP, the placing commissioner will consult with OTF in line with statutory guidance.
- e. Placements made with OTF are up to 12 months depending on the level of the pupils' needs.
- f. The review may also determine that progress is sufficient that placement with OTF is no-longer required and that the pupil can now transition back to their mainstream placement or other suitable provision.
- g. An interim review could be requested by the commissioner to discuss changes if this is deemed necessary. Any proposals/recommendations for a change of placement arising from the review will be referred to the named contact at OTF.

## F. Staffing, Training and Responsibilities

- a. OTF will employ staff who have the appropriate qualifications and/or experience to:
  - a) undertake specialist assessments of pupils to accurately identify need, inform teaching and learning strategies and monitor progress.
  - b) deliver training and advise colleagues in mainstream settings on the pupils' needs and teaching and learning strategies required if they are returning to mainstream.
  - c) understand the social and emotional impact of SEND and advise on strategies to build self-esteem, resilience and develop social skills and friendships and independence.

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- d) adopt person-centred approaches to ensure effective partnership working with the child and their family.

The recruitment of all staff is in accordance with safer recruitment practices and is reflected in our Safer Recruitment Policy and our staff training policy.

- b. The staff at OTF will comprise:
  - a) A Pastoral Lead and management team, who are responsible for the day-to-day running of the provision
  - b) sufficient trained delivery and support staff to ensure that all students attending the provision receive appropriate and effective levels of support
  - c) any administrative support and site staff required.
- c. All staff will have an annual performance appraisal in-line with the Provider's policies.
- d. Creating a therapeutic Learning Environment
- G. Ensuring the accommodation of the provision is as outlined in section 6 above and reasonable adjustment is made to accommodate for any sensory sensitivities that individual pupils may have.

### H. Governance Arrangements

- a. The OTF director will be responsible for the delivery of the statutory requirements of Keeping Children Safe in Education (2023).
- b. The Director will allocate a budget to enable it to fulfil these statutory requirements.
- c. The Director have a duty to ensure clarity of vision, ethos and strategic direction; hold the managers to account for the performance and progress of children and young people against their individual targets and oversee the financial performance of OTF to ensure that resources are well used.

### I. Support from External Agencies

## **Terms and Conditions for Placements made with Orchard Therapeutic Farm**

- a) Any external support (e.g. speech and language therapy, or external alternative provision) is provided and is as identified and required to meet the needs of individual pupils.
- b) Active steps are taken if there are instances where any external support is not being provided as identified by the Commissioner and required.
- c) Making necessary referrals to external agencies as required in partnership with the Commissioner.

### **J. Inclusion and Accessibility**

- a) Ensuring that all of the young people are included in all aspects of the life of OTF where appropriate.
- b) Ensuring that the children and young people with SEND are given the skills, competence and confidence to enable them to take part in all activities and to make their voices heard.
- c) Ensuring the provision, maintenance and support for the use of any specialist resources that may be required by the children and young people with SEND; eg weighted blankets, ear defenders etc.

### **K. Parent and Carer Involvement**

- a) Ensuring that parents and carers are involved in the provision of their child and have the information they require to make informed decisions about future provision, resources and strategies.
- b) Ensuring that parents and carers are made to feel welcome at the accommodation where appropriate.
- c) Ensuring that there is regular liaison, communication and involvement of parents in the education of their child via the commissioner.
- d) Ensuring that parents receive regular information about the educational attainment and progress of their child.

### **L. Financial Arrangements**

#### **a. Alternative Provision providers can expect:**

- Pupil movement both in and out of OTF
- Relatively low numbers of placements at the start of each term with increasing placements across the year.

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## b. Place Funding and Fees

- Place funding is to provide a base level of funding for OTF.
- Places are costed on a daily rate.
- Fees are based on a core daily rate and 'add-ons' may alter a daily rate depending on bespoke requirements of the placing referrer
- Taster days or one-off attendance days are chargeable per our daily fee
- Place funding reflects the number and distribution of places in the system and ensures that the Commissioner has a guaranteed number of places for the year.
- The number of places will be reviewed annually taking account of current and predicted numbers on the provision's roll.
- You shall pay OTF agreed fee (the "Fee") according to the financial details in the provision offer form within 14 days of the date of the invoice. All sums payable shall be inclusive of VAT if applicable.

## M. Complaints procedure

- OTF will maintain and update a complaints procedure which is available on request.

## 4. Admissions criteria

### Admissions

Please see admissions policy criteria

### Managing referrals

1.1 Referrals will be made with the full consent of parents or carers, and accompanied by:

- a referral form and other background education, health and care profile with the accompanying documentation (including current pupil support plans, most recent school reports, advice from external agencies, information from any Team Around the Child meetings and any other relevant information)
- a copy of an EHCP where a pupil has one
- evidence from the school of an up to date risk assessment of need (within the last 6 months) and evidence of the application of relevant and purposeful action over time and in accordance with national guidelines

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## 2 Ending placements

2.1 Pupils will leave the provision:

- You may terminate the Agreement by giving 2 months prior written notice to OTF without reason.

### Termination

Without prejudice to its other rights and remedies and to any provisions in the Agreement Orchard Therapeutic Farm may by notice in writing immediately terminate the Agreement if You:

- Commit a breach of any of the terms of the Agreement which, in the case of a breach capable of remedy, you have not remedied within 21 days of receiving a notice from Orchard Therapeutic Farm specifying the breach and requiring its remedy;
- Or your Agency/ Personal/ Establishment conduct themselves in such a way that is, in the opinion of Orchard Therapeutic Farm prejudicial to its interests and reputation;
- The referral / child has displayed behaviours, conducts, attitudes at such significant risks that their attendance poses a risk to other children, staff and animals.
- Have any change, (direct or indirect), in Your ownership, control, constitution or composition which Orchard Therapeutic Farm in its sole discretion considers significant. (For the purposes of this clause "control" is as defined in section 416 of the Taxes Act).
- Termination may include fixed or permanent exclusions. Where a permanent exclusion terminates a contract between the two parties. Orchard Therapeutic Farm requires a terms payment to comprise of expenses planned for activities and HR matters. For temporary exclusions you are still required to make payment for planned resources, activities and HR matters.
- You may terminate the Agreement by giving 1 terms prior written notice to Orchard Therapeutic Farm.

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- Either party may terminate the Agreement by notice in writing immediately if the other party has a receiver or administrative receiver appointed or passes a resolution for winding up otherwise than for the purpose of a bon-a-fide reconstruction or solvent amalgamation) or a court of competent jurisdiction makes an order to that effect or if the other party becomes subject to an administration order, enters into any voluntary arrangement with its creditors, or ceases or threatens to cease to carry on business.
- Any termination of the Agreement for whatever reason shall be without prejudice to any provision intended to operate thereafter. Orchard Therapeutic Farm shall give five working days' notice to terminate the contract.

### Working with other agencies

The OTF is committed to a multi-agency approach and works in partnership with other local agencies such as:

- Schools
- Education Welfare Service
- Education Psychology Service
- Special Educational Needs Team
- Children's Social Care
- Early Help Service
- The Virtual School
- Looked After Children Team
- Child & Adolescent Mental Health Services

All support is tailored to individual's needs, following an assessment and therefore additional support that is not listed above may also be sought.

OTF offers an impartial and confidential service however in the process of protecting children and young people from abuse, neglect or impairment of their health and development they have a duty of care to inform relevant services if any concerns are raised.