



## Termination of Child Placement

*The Loddon School provides care and education for children with complex problems associated with autism in a specialist residential setting. Occasionally it may be necessary for a child to leave the school to go to a more suitable setting to meet the individual child's special needs.*

*This Policy summarises the arrangements in place to implement an enforced discharge of a child from the School to ensure that the process conforms to contractual obligations for both parties. The outcome to be achieved is the maintenance of a stable, peaceful and comfortable environment for the children.*

*On admission a Contract letter will have been made between the School and the child / parents / advocate / carer / Local Authority, which clearly sets out the conditions upon which the child is admitted to the School. An essential part of this Contract letter is the right that the School retains to terminate the said Placement Agreement, and the conditions under which this may happen. This Policy will define these conditions and procedures, which may be enacted once all normal consultation procedures have been exhausted. This Policy is always at the discretion of the Principal, Senior Leadership Team and the Board of Trustees:*

1. The School may terminate a child's Placement Agreement by giving a maximum of 12 weeks notice to quit in the event of the following:
  - 1.1. Monies due for the cost of placement not being paid within 30 days of the due date.
  - 1.2. In the opinion of the School's management and staff the child is displaying challenging behaviour to the extent that:
    - 1.2.1. The School is unable to provide the necessary specialist care to cope with such behaviour
    - 1.2.2. The child poses a very real threat / danger to the health, safety and security of the School (see 2.1 below)
    - 1.2.3. The Education and Care of other children is jeopardised and is continually disrupted
    - 1.2.4. The School is unable to support complex medical / health care needs of a child
    - 1.2.5. The School is unable to support the mental health needs of the child
    - 1.2.6. The School is unable to support the complex manual lifting and handling issues
    - 1.2.7. Issues regarding appropriate medication
    - 1.2.8. Issues concerning special dietary needs which cannot be supported by the school
    - 1.2.9. The School is unable to deliver or is restricted from delivery of programmes, education and care within the philosophy and practices of the school for any of the following reasons: lack of consents for timetabled activities, lack of consent for medical treatment, lack of registration with the School's G.P., extended home visits which interfere with schooling, lack of consents for use of physical interventions, breakdown in relationship between school and home, any other reason which concludes in an irretrievable breakdown of the placement and an inability for the school to deliver a programme of care and education in accordance with the School's established philosophy and practices.



- 1.3. A Statutory Notice being served upon the School by an appropriate Authority that requires the School to terminate contracts (see 2.2 below).
2. In exceptional circumstances, the School may reduce the period of notice to quit. This can happen in the event of:
  - 2.1. The child displaying such challenging behaviour (or other factors relating to the child) that, in the opinion of the Principal, Senior Leadership Team, and Board of Trustees, the safety and security of the child, School, other children and staff are severely compromised. In such cases the Registration Authority will be kept continually informed of the situation, the circumstances, and the action taken. The period of notice to quit can be reduced to 28 days.
  - 2.2. The School receives a Statutory Notice from the Registration Authority, which may stipulate reduced periods of notice to quit.
  - 2.3. A child reaching 18 and during the period of search for post 18 placement.
  - 2.4. The local authority or wins a tribunal to move the student to an alternative placement. The school will follow the guidance outlined in the court summary after the tribunal.
3. In such cases the following procedure will be followed:
  - 3.1. The School will notify the social worker and the LEA/SEN representative so that a meeting can be convened to discuss the matter with the parents.
  - 3.2. The School will offer assistance where possible in identifying a suitable alternative.
  - 3.3. The School will offer support to prepare the child for transition.